

VOLVO GROUP AUSTRALIA - TERMS & CONDITIONS NEW TRUCK SALES AGREEMENT

	DISCLOSURE	
<p>LIMITATION OF VOLVO'S LIABILITY: This Contract contains clauses that may limit or exclude VGA and Volvo's liability, subject to a Customer's rights under the <i>Competition and Consumer Act 2010</i> (Cth) including the provisions of the <i>Australian Consumer Law</i> and other State or Federal legislation. Some of those clauses have been identified in bold.</p> <p>DATA: Terms of this Contract (including our Privacy Policy, data monitoring terms and the Data Management Agreement https://www.volvotrucks.com.au/en-au/tools/privacy/data-management.html) may allow Volvo to share personal information with third parties in certain circumstances. Such rights may be necessary in order for the customer to receive the benefit of a vehicle's technology (e.g. telematics) or other services provided by VGA, Volvo or other service providers. For further information, please review our Privacy Policy and the Data Management Agreement.</p>		

CONTRACT DETAILS

1. This New Truck Sales Agreement comprises the following documents read together:
 - (a) the Order;
 - (b) these Australian Terms & Conditions; and
 - (c) the New Vehicle Warranty, **(Contract)**.
2. The Contract embodies the entire agreement between the parties in respect of its subject matter to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
3. Capitalised terms used in this Contract are defined in clause 120.

NO COOLING OFF PERIOD

4. If the Purchase Vehicle is sold by VGA in:
 - (a) New South Wales, then the Customer acknowledges and agrees that it has no cooling off rights under the *Motor Dealers and Repairers Act 2013* (NSW) in connection with the supply of the Purchase Vehicle, as the Customer represents and warrants that the Purchase Vehicle is intended to be used predominantly for business or other commercial Purposes; or
 - (b) Queensland, then the Customer acknowledges and agrees that it has no cooling off rights under the *Motor Dealers and Chattel Auctioneers Act 2014* (Qld) in connection with the supply of the Purchase Vehicle, as the Customer represents and warrants that the Purchase Vehicle is a "commercial vehicle" as that term is defined in the *Motor Dealers and Chattel Auctioneers Act 2014* (Qld).

FINANCE CONDITION

5. If the Order notes that the Customer requires credit or finance, then performance under this Contract is conditional on the Customer obtaining approval of finance for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Customer. The Customer must take all reasonable steps to obtain finance approval by the Finance Date.
6. On or before the Finance Date, the Customer must give written notice to VGA either that:
 - (a) approval has not been obtained by the Finance Date and the Contract is terminated, at which point VGA will return any Deposit paid to the Customer; or
 - (b) the finance condition has been satisfied or waived by the Customer.
7. If the Customer fails to give notice to VGA under clause 6 by 5:00pm on the Finance Date, VGA's only right will be to terminate this Contract by written notice to the Customer. VGA may exercise that right at any time after 5:00pm on the Finance Date and prior to the Customer giving notice under clause 6(b), at which point VGA will return any Deposit paid to the Customer. Neither VGA nor the Customer will have any right to claim damages or compensation arising from termination pursuant to this clause 7.

ENGINEERING APPROVAL

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8. If the Order notes that engineering approval is required, performance under this Contract is conditional on VGA's engineering department giving its approval (in its sole discretion), by the Engineering Approval Date, to proceed to manufacture the Purchase Vehicle. Without limitation, such approval may be based on satisfying itself that the design and Specifications of the Purchase Vehicle(s) requested by the Customer accord with Volvo standards, and all other standards and Laws applicable in the place of production, and the designated application.
9. On or before the Engineering Approval Date, VGA will give notice to the Customer either that:
 - (a) approval to proceed on the Customer's design of the Purchase Vehicle(s) has been granted by VGA's Engineering Department; or
 - (b) approval to proceed on the Customer's design of the Purchase Vehicle(s) has not been granted by VGA's Engineering department.
10. If Engineering Approval has not been granted and communicated to the Customer by 5:00 pm on the Engineering Approval Date, either VGA or the Customer may terminate this Contract by notice to the other at any time before Engineering Approval is communicated, at which point VGA will return any Deposit paid to the Customer. Neither VGA nor the Customer will have any right to claim damages or compensation arising from termination pursuant to this clause 10.

PURCHASE PRICE

11. The Customer agrees to purchase, and VGA agrees to sell, the Purchase Vehicle(s) for the Total Contract Price on the terms of this Contract.
12. **VGA may, prior to the payment of the Total Contract Price in full, or delivery of the Purchase Vehicle(s) (whichever is later), vary the Total Contract Price if the costs of constructing or supplying the Purchase Vehicle(s), or otherwise discharging VGA's obligations under this Contract, increase due to a Change in Law (including the introduction of new taxes, imposts or other government duties or changes in the rates of existing taxes, imposts or other government duties). Such variation will reflect the increase in the costs incurred by VGA and its Affiliates due to the Change in Law (as reasonably determined by VGA). VGA will notify the Customer of the reason for, and the amount of, the variation to the Total Contract Price within a reasonable time of becoming aware of it.**
13. **For deliveries that are planned to take place more than 6 months after the date of this Contract, VGA reserves the right to make a reasonable price increase in order to compensate for inflation, raw material cost increases and other factors outside VGA's control. VGA will inform the Customer of such price increase no later than 3 months prior to the original planned Delivery Date. The Customer shall be deemed to have accepted the price increase unless the Customer notifies VGA in writing of any objection not later than 2 weeks after being informed. If the Customer objects to the price increase, VGA shall be entitled to, in its absolute discretion, cancel the Order and refund any Deposit paid (if any). Subject to clause 77, no other compensation will be payable by VGA.**
14. If a Trade-in Vehicle is included in the Order the Customer agrees to sell and, subject to the Customer taking delivery of the Purchase Vehicle(s) in accordance with this Contract, VGA agrees to purchase the Trade-In Vehicle by reducing the Total Contract Price by the amount of the Trade-In Allowance.
15. If the Trade-in Vehicle is not in substantially the same condition as it was in at the Contract Date, VGA may:
 - (a) reduce the amount specified as the Trade-in Allowance to an amount determined by VGA in its sole discretion to be a fair valuation of the Trade-In Vehicle in its current condition before delivery of the Purchase Vehicle(s) to the Customer; or
 - (b) terminate this Contract.Within three (3) Working Days of notification of the change of the Trade-In Allowance by VGA, the Customer may either:
 - (c) accept any new amount determined by VGA as being the Trade-In Allowance; or
 - (d) by notice to VGA remove the sale of the Trade-In Vehicle from this Contract, resulting in the increase of the Total Contract Price by the amount of the Trade-in Allowance.

SPECIFICATIONS

16. The Specifications (including the performance of each Purchase Vehicle, and its dimensions and weight) are an approximation only. VGA's obligation is to supply to the Customer Purchase Vehicle(s) whose specifications are generally similar to the Specifications (as varied in accordance with clauses 17 to 20) such that each Purchase Vehicle supplied may be used in an equivalent manner, and will have equivalent functionality, to a vehicle built exactly to the relevant Specifications.
17. VGA may vary the Specifications by notice to the Customer if VGA considers this is required or desirable due to changes in production processes (including those of Suppliers and other subcontractors), parts availability, vehicle

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or component design, Laws applicable in the place of production or other factors impacting the production process (**Change Events**) provided that such change will not materially adversely affect the performance and functionality of the Purchase Vehicle (when the Purchase Vehicle is considered as a whole).

18. If VGA receives notice from Volvo (or any business or division of Volvo) that a variation to the Specifications is required due to a Change Event which may materially adversely affect the performance and functionality of the Purchase Vehicle (when the Purchase Vehicle is considered as a whole) it will notify the Customer of the details of those variations and any changes to the Total Contract Price and Delivery Date, each calculated by VGA acting reasonably (**Order Change**). The Customer must notify VGA within 14 days confirming it accepts or rejects the Order Change.
19. If the Customer
- (a) accepts the variation or fails to issue a notice it will be taken to have accepted the Order Change and the acceptance will take effect as an amendment to this Contract on and from that date; or
 - (b) rejects the Order Change then unless VGA notifies the Customer within 7 days that it has elected to proceed without the variation, VGA will have no further obligation to supply, and the Customer no further obligation to acquire, the Purchase Vehicle and this Contract will be terminated with respect to that Purchase Vehicle. Subject to clause 77, VGA shall not be liable for any losses, damages, costs or expenses whatsoever arising from such cancellation.

This does not affect either party's obligation to supply and acquire (as applicable) any other Purchase Vehicle specified in the Order.

20. If the Customer wishes to vary any of the Specifications of a Purchase Vehicle it may request a variation by notifying VGA in writing. Within 30 days VGA will notify the Customer of its response and if the request is possible, any changes to the Total Contract Price, Delivery Date and any other terms of this Contract (**Change Offer**).
21. The Customer must accept or reject the Change Offer within 14 days of its receipt. If the Change Offer is not accepted within this period it is deemed to have been rejected. If validly accepted then this Contract is taken to be amended in accordance with the terms of the Change Offer issued by VGA and accepted by the Customer.

PAYMENT

22. If the Order states the Customer has agreed to pay a Deposit, the Customer must pay the Deposit to VGA on signing or approving the Order (or such later date as the parties agree in writing). The parties acknowledge the Deposit will be held by VGA and will not be invested for the mutual benefit of the parties.
23. All payments under this Contract shall be made from an account in the name of the Customer (or its Financier, if applicable).
24. VGA may issue an invoice to the Customer for a Purchase Vehicle on or before delivery of that Purchase Vehicle (reflecting any Deposit or other payments already received by VGA) or otherwise at the time, or upon satisfaction of the conditions, specified in the Order.
25. Unless the Customer notifies VGA that VGA is to forward the invoice to a third party (for example the Financier) VGA will send the invoice to the Customer. If VGA, at the request of the Customer, issues an invoice to a third party the Customer must procure the third party pays the invoice within the time required by clause 26.
26. An invoice issued by VGA must be paid:
- (a) if the invoice is given at least seven days before the date of delivery of the Purchase Vehicle to which it relates, on or before the date of delivery; or
 - (b) by such later date specified in the invoice,
- in each case by electronic funds transfer to the account specified in the invoice or by such other payment method (if any) permitted by the terms of the invoice.
27. All payments made by or on behalf of the Customer under this Contract must be made without any set-off, deduction, withholding or retention of any amount unless required by Law. If the Customer is required to deduct an amount by Law it must notify VGA as soon as possible setting out the reason the amount is required to be deducted and must provide to VGA a copy of any receipt issued to the Customer by the taxing authority to whom the deducted amount was paid.
28. If an amount owing by the Customer under this Contract is not paid when due, VGA may charge the Customer simple interest on that amount calculated at the official cash rate plus 2% per annum for the period from (and including) the due date for payment to (but excluding) the date the amount is paid. The charging of interest does not limit any other rights VGA has against the Customer for default in payment.

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DELIVERY

Purchase Vehicle(s)

29. VGA will use reasonable endeavours to deliver a Purchase Vehicle to the Customer by the Delivery Date.
30. VGA may extend the Delivery Date for a Purchase Vehicle if the construction or supply of that Purchase Vehicle is delayed by the Customer, a third party or an event that is outside of VGA's control. This includes a delay caused or contributed to by the Customer or other third-party supplier, Event of Force Majeure, a Change in Law or Public Health Directions, Change Event or accepted Change Offer. The extension will reflect VGA's reasonable determination of the extent of the delay caused.
31. If, despite reasonable endeavours, VGA is unable for any reason to meet the extended Delivery Date, VGA will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will VGA have any liability to the Customer for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or performance except as set out in clause 35.
32. VGA will notify the Customer at least 7 days in advance of the date and approximate time of delivery of a Purchase Vehicle to the Delivery Address. VGA may by subsequent notice vary this date or approximate time if it will be unable to deliver the Purchase Vehicle on the date nominated due to an Event of Force Majeure, of Public Health Direction. The variation will reflect VGA's reasonable determination of the extent of the delay caused.
33. VGA will deliver the Purchase Vehicle to the Delivery Address. If the Customer requests delivery to a location other than the Delivery Address and VGA determines that the address is a suitable address to effect delivery, VGA will notify the Customer of any additional costs associated with the change and, if accepted by the Customer, the Delivery Address will be the address notified by the Customer and the Total Contract Price will be adjusted to include any additional charges notified by VGA.
34. The Customer must ensure it is able to accept delivery of the Purchase Vehicle from VGA on the date and time nominated by VGA and that it has all necessary facilities at the Delivery Address to enable safe delivery of that Purchase Vehicle.
35. If VGA fails to deliver a Purchase Vehicle to the Delivery Address within 90 days of the Delivery Date (as extended under clause 30) the Customer may issue a notice to VGA requiring that Purchase Vehicle to be delivered within a further 30 days. If VGA fails to do so then the Customer may terminate this Contract in so far as it applies to that Purchase Vehicle.

Trade-In Vehicle

36. If there is a Trade-in Vehicle forming part of this Contract, the Customer must deliver the Trade-in Vehicle to VGA at the address noted in the Order (or such other place as notified to the Customer in writing by VGA) on or before the date for delivery of the Purchase Vehicle(s) in accordance with this Contract.
37. If the Customer arranges for delivery of the Trade-in Vehicle to VGA's premises prior to the date for delivery of the Purchase Vehicle(s) without VGA's consent (not to be unreasonably withheld where the date for delivery of the Purchase Vehicle is extended under clause 32), it does so for its own convenience and at its own risk. The Customer acknowledges and agrees that risk of loss of or damage to the Trade-in Vehicle remains with the Customer until it is transferred in accordance with clause 45.

INSPECTION

38. VGA must ensure that at the time it delivers the Purchase Vehicle to the Customer, the Purchase Vehicle has no Defects other than minor defects that do not materially affect the use of the Purchase Vehicle for its intended use (**Minor Defects**).
39. The Customer must within 7 days of delivery of the Purchase Vehicle inspect it for the purposes of confirming the Customer is satisfied the Purchase Vehicle contains no Defects. Upon completion of the inspection if no Defects are identified, or if the only Defects identified are Minor Defects, the Customer must issue a Certificate of Acceptance. Provided VGA uses reasonable endeavours to promptly correct any Defects, the Customer must not use a Purchase Vehicle until a Certificate of Acceptance is, or is deemed to be, issued.
40. If Minor Defects are identified by the Customer then the Certificate of Acceptance may be accompanied by a list of such Minor Defects. VGA must remedy those Minor Defects within a reasonable time of provision of the list and the Customer must co-operate with VGA and permit VGA such access to the Purchase Vehicle as reasonably required to remedy those Minor Defects. Without limiting how a Minor Defect may be remedied, where a part or accessory is defective or missing, the Minor Defect may be remedied by VGA supplying and installing a part of equivalent functionality.
41. The Customer acknowledges that the timeframes in which VGA is able to repair Defects will be extended to the extent VGA is delayed by the failure of the Customer to provide any other information or assistance VGA reasonably requires.

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RISK

Motor Vehicle

42. Risk in a Purchase Vehicle will pass to the Customer upon delivery of that Purchase Vehicle.
43. The Customer must effect and maintain insurance against all insurable risks that may result in loss of or damage to a Purchase Vehicle from the date risk passes to the Customer.
44. Once risk in a Purchase Vehicle passes to the Customer, VGA will not be liable to the Customer for any loss or damage to the Purchase Vehicle however caused and regardless of whether or not the Purchase Vehicle remains in VGA's possession or control (except to the extent VGA caused or contributed to such loss or damage). This clause 44 does not limit the operation of the New Vehicle Warranty.

Trade-in Vehicle

45. If applicable, risk of loss or damage to the Trade-in Vehicle will pass from the Customer upon the later of:
 - (a) transfer of title in the Trade-in Vehicle to VGA; or
 - (b) delivery of the Trade-in Vehicle to VGA.

TITLE

Purchase Vehicle(s)

46. Title in a Purchase Vehicle will pass to the Customer upon all of the following being satisfied:
 - (a) once VGA has received in cleared funds full payment of the Total Contract Price and all other payments required to be made under this Contract, for that Purchase Vehicle; and
 - (b) if applicable, the date on which VGA acquires clear and unencumbered title to the Trade-in Vehicle at the value of the Trade-in Allowance.
47. In respect of any period in which the Customer (or any Supplier) has possession of a Purchase Vehicle before title has passed to the Customer, the Customer:
 - (a) has that possession as the bailee of VGA;
 - (b) must not sell, transfer, encumber, lease, hire, part with possession of or otherwise deal with the Purchase Vehicle, or any interest in it, until title has passed to the Customer;
 - (c) is responsible for the proper care and maintenance of the Purchase Vehicle;
 - (d) will be liable to VGA for use of the Purchase Vehicle at a fair market rental rate for motor vehicles of a like type (provided no amount will be due if VGA receives the full payment of the Total Contract Price from the Customer); and
 - (e) authorises VGA and its agents to enter at any time any premises occupied or controlled by the Customer for the purposes of exercising its rights under this Contract to re-take possession of the Purchase Vehicle or, if the Purchase Vehicle is stored or located at the premises of a third party, must procure for VGA the right to enter those premises for the purpose of exercising its rights to re-take possession of it.
48. If the Customer breaches clause 47(b) any proceeds received by the Customer are held on trust for VGA and are payable to VGA on demand. The Customer must keep such proceeds in a separate account until the Customer's liability to VGA under this Contract is discharged in full.

Trade-in Vehicle

49. Title in the Trade-in Vehicle (if any) will pass to VGA at the same time as transfer of title in the Purchase Vehicle(s).
50. On the date of transfer of title the Customer must provide all records and completed documents to VGA to enable immediate transfer of registration of the Trade-In Vehicle with the relevant authority. VGA will act expeditiously in registering title to the Trade-in Vehicle after receiving the Trade-in Vehicle and all necessary records and documents from the Customer.

SECURITY INTERESTS

51. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a Security Interest arising out of this Contract, to the extent the Law permits, the Customer and VGA agree that:
 - (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - VGA need not comply with sections 95, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - sections 142 and 143 of the PPSA are excluded; and

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- (b) for the purposes of section 115(7) of the PPSA, VGA need not comply with sections 132 and 137(3) of the PPSA.
52. Notices or documents required or permitted to be given to VGA for the purposes of the PPSA must be given in accordance with the PPSA.
53. The Customer consents to VGA effecting registration on the Personal Property Securities Register established under the PPSA (**PPSR**) in any manner VGA considers appropriate in relation to any Security Interest arising under or in connection with this agreement and the Customer agrees to provide all assistance reasonably required to facilitate this.
54. The Customer waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
55. The Customer further agrees that where VGA has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
56. The Customer irrevocably grants to VGA the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party (except if such liability arises out of VGA's negligence, wilful misconduct, fraud, or breach of law), if VGA has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Customer shall indemnify VGA from claims made by any third party as a result of such exercise.

WARRANTY

57. The New Vehicle Warranty will apply to a Purchase Vehicle from the last to occur of:
- (a) delivery of the Purchase Vehicle to the Customer; and
- (b) the issue, or the deemed issue, of the Certificate of Acceptance for a Purchase Vehicle,
- or a different date is agreed by the parties and included in the Certificate of Acceptance signed by the Customer, the warranty will to the extent applicable, commence on the date specified.
58. The New Vehicle Warranty does not apply to the Body or Third Party Equipment. VGA's only warranty responsibility to the Customer in respect of the Body or Third Party Equipment is to comply with clause 60.
59. **The Customer acknowledges that:**
- (a) **facilities for repair of products manufactured by Volvo (excluding the Body or Third-Party Equipment) are available during normal trading hours and spare parts for products manufactured by Volvo shall be available for a reasonable time from the date of manufacture of the Purchase Vehicle, save where Volvo is unable to supply parts for that period for reasons beyond its control;**
- (b) **subject to any warranties imposed by mandatory operation of law and not able to be excluded, VGA and Volvo do not warrant the suitability of its service facilities or availability of spare parts for products not manufactured by it, including the Body or Third-Party Equipment;**
- (c) **subject to any warranties imposed by mandatory operation of law and not able to be excluded the supply or installation of Third Party Equipment, including any parts, accessories, products, additional items, or any customisations, modifications or other works referred to in the Quote:**
- (i) **where the Supplier is engaged by the Customer, will be governed by the Customer's contract with each relevant Supplier. The Customer warrants that it has reviewed the terms of any contract with the Supplier. Any facilitation of the supply, or installation or other works by VGA before or after Delivery does not create any representation or warranty by VGA or Volvo in relation to Third Party Equipment or the relationship between the Supplier and the Customer;**
- (ii) **unless expressly advised in writing to the contrary, are not approved by Volvo or other manufacturer of the Purchase Vehicle(s) for installation on or use with the Purchase Vehicle; and**
- (iii) **are not (unless expressly stated in writing) covered by the New Vehicle Warranty or any other warranty that may be provided by Volvo or other manufacturer. Installation or use of Third-Party Equipment may affect the New Vehicle Warranty to the extent the manufacturer considers their installation or use affects the specifications, performance or other quality of the Purchase Vehicle(s).**
60. As from the time title in a Purchase Vehicle transfers to the Customer, VGA assigns to the Customer, to the extent lawfully possible, the benefit of any warranty received by VGA in relation to the Body or any Third Party Equipment. The Customer will sign such documents as necessary to enable VGA to effect that assignment.

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61. Nothing in this Contract shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of the Purchase Vehicle(s) pursuant to this Contract of all or any of the provisions the *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law or any relevant State or Federal legislation which by law cannot be excluded, restricted or modified.
62. To the maximum extent permitted by Law any implied warranty, term or condition is excluded from this Contract. If VGA has any liability which cannot be excluded, that liability is limited to the maximum extent permitted by Law. If any guarantees under Part 3.2 of the Australian Consumer Law apply to the goods or services supplied under this Contract, then to the extent permitted by Law liability for breach of any such guarantee (other than a guarantee arising under section 51, 52 or 53) is limited:
- (a) in the case of goods, to VGA doing one of the following as determined by VGA: replacing the goods or supplying equivalent goods; repairing the goods or paying the cost of replacing or acquiring equivalent goods or repairing the goods; and
 - (b) in the case of services, to VGA doing one of the following as determined by VGA: supplying the services again or paying the cost of having the services supplied again.

TRADE-IN VEHICLE WARRANTIES

63. In relation to the Trade-in Vehicle, the Customer warrants:
- (a) that the Customer is either the owner of the Trade-in Vehicle or has the authority of the owner to transfer all right, title and interest in and to the Trade-in Vehicle to VGA;
 - (b) the Trade-in Vehicle is either free from all encumbrances or the encumbrances in respect of the Trade-in Vehicle are limited to those encumbrances specified in the Order;
 - (c) all of the particulars specified in the Order in relation to the Trade-in Vehicle are accurate;
 - (d) the Trade-in Vehicle has never been used as a taxi, a rental or hire vehicle and has never been subject to hail damage or insurance write-off;
 - (e) the Trade-in Vehicle has never been driven through flood waters or used in a flood;
 - (f) the Trade-in Vehicle has never been modified so as to render the vehicle unregistrable or unroadworthy;
 - (g) the Trade-in Vehicle is not subject to any defect notice;
 - (h) there are no unpaid fines or other traffic infringement notices outstanding in respect of the Trade-in Vehicle;
 - (i) the Trade-in Vehicle is registered and there are no circumstances that may cause the registration of the vehicle to be cancelled;
 - (j) registration of the Trade-in Vehicle is not subject to any concessional rebate which may have been granted to the registrant of the Trade-in Vehicle;
 - (k) the Customer is not (or if the Customer is not the owner of the Trade-In Vehicle, the owner is not) bankrupt, has not committed any act of bankruptcy, is not insolvent, has not had a receiver or a receiver and a manager or a controller or a liquidator appointed to its property; has not entered into a composition or arrangement for the benefit of its creditors and has not had an administrator appointed, such as to effect title in and to the Trade-in Vehicle.
64. To the extent that the benefit of any warranties made by the manufacturer or previous seller of the Trade-in Vehicle can be assigned to VGA, the Customer will use its reasonable endeavours to, if requested by VGA, assign them to VGA.
65. Until such assignment, the Customer will co-operate with VGA in any reasonable arrangements to provide VGA with the benefit of such warranties, including enforcement against the manufacturer or previous seller, at the cost of, and for the benefit of, VGA.

CUSTOMER USE OF THE PURCHASE VEHICLE

66. To the maximum extent permitted by Law but subject to the terms of the New Vehicle Warranty, the Customer assumes all risks and liabilities arising from the ownership, use and disposal of a Purchase Vehicle except to the extent that such risks or liabilities are caused or contributed to by VGA.
67. The Customer warrants to VGA that:
- (a) the Purchase Vehicle(s) is a commercial vehicle and is intended to be used predominantly for business or other commercial purposes;

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- (b) the Customer is not in the business of buying, selling or exchanging of motor vehicles and must not, without VGA's prior written approval, offer the Purchase Vehicle(s) for resale to any third-party within 6 months of the Purchase Date, except:
- (i) under a novated lease arrangement (that is, where the Customer is a lessee to a lessor who finances the sale); or
 - (ii) to a person who operates a commercial business of leasing vehicles; or
 - (iii) as a disposal of the Purchase Vehicle(s) to a third-party as a private sale of a second-hand vehicle; and
- (c) if this Contract includes the sale of a Trade-in Vehicle, that Trade-in Vehicle is a commercial vehicle and has been used predominantly for business or other commercial purposes.
68. **The Customer, to the maximum extent permitted by Law, indemnifies VGA, its Affiliates directly or indirectly involved in the supply of the Purchase Vehicle and their respective officers, employees, agents and contractors ("those indemnified") from and against all third party claims, demands, actions and related costs (including legal costs on a solicitor client basis), charges, expenses, damages, loss or other liability (including without limitation in tort, under any Law and in respect of compensation for death of or injury to any person) arising from:**
- (a) a material breach by the Customer of its obligations under this Contract;
 - (b) any warranty given by the Customer in this Contract that is untrue or materially incorrect;
 - (c) the use of a Purchase Vehicle by or on behalf of the Customer;
 - (d) any failure by the Customer to operate, store or maintain a Purchase Vehicle in accordance with the Manufacturer's Instructions or any Law (including any workplace health and safety legislation, licences or approvals applicable to the Customer);
 - (e) any design or specification provided by the Customer, whether directly to a third party or via Volvo;
 - (f) any modification or alteration to a Purchase Vehicle carried out by or on behalf of the Customer regardless of whether the Customer has obtained an indication from Volvo that the modification or alteration is technically feasible, including but not limited to the fitting of any equipment, accessories or replacement parts not expressly approved for use with such Purchase Vehicle, or not fully equivalent in specifications and quality to equipment or replacement parts so approved by Volvo;
 - (g) any failure by the Customer to comply with applicable environmental Laws or regulations relating to the operation, storage, maintenance recycling or disposal of any or all components of a Purchase Vehicle;
 - (h) any error or defect in, or omission from, information or documentation provided by the Customer to VGA for the purposes of, or in connection with, this Contract; or
 - (i) any wilful misconduct, unlawful or negligent act or omission of the Customer, its officers, employees, agents or contractors in connection with this Contract,
- and, for the purposes of this clause, none of the above paragraphs will be taken as limiting or qualifying the meaning or operation of any other paragraph.
69. **The liability of the Customer to indemnify those indemnified shall be reduced to the extent that a negligent or wilful act or omission of those indemnified, or breach of this Contract or law by VGA, contributed to such expenses, losses, damages and costs.**

MONITORING

70. Each Purchase Vehicle will contain software and other monitoring devices which will be used by VGA (or Volvo) to monitor the Purchase Vehicle (**Information Systems**).
71. The Customer must not interfere with the Information Systems and must not disassemble, reverse engineer, copy, access or seek to use any software forming part of the Information Systems.
72. If VGA becomes aware that the Information Systems are or may not be operational, it may require the Customer to make the Purchase Vehicle available to VGA to remedy the issue with the Information Systems. As elected by VGA, the Customer must either deliver the Purchase Vehicle to an Authorised Dealer or make the Purchase Vehicle available to VGA at the Customer's premises within 7 days of request by VGA, or within such longer period determined by VGA and notified to the Customer.

DATA MANAGEMENT

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73. **By entering into this Contract the Customer:**
- (a) **confirms that it has read, and understands the Data Management Agreement;**
 - (b) **for valuable consideration, the receipt of which it acknowledges, agrees to the terms of, and to be bound by, the Data Management Agreement as if it were specifically named as a party; and**
 - (c) **acknowledges that the Data Management Agreement may be amended from time to time by Volvo Truck Corporation in accordance with its terms.**
74. **Volvo Truck Corporation has appointed VGA as its agent for the purposes of entering into the Data Management Agreement with the Customer. Volvo Truck Corporation may exercise its rights, and perform its obligations, under the Data Management Agreement in its own name or through VGA. Volvo Truck Corporation is not a party to, and has no liability under, this Contract.**
75. **Any data collected by VGA in the course of exercising its rights or discharging its obligations under this Contract (including from the Information Systems) will be used, stored and managed in accordance with the Data Management Agreement.**

DEFAULT AND REMEDIES

76. If the Customer:
- (a) commits a material breach of this Contract and does not remedy that breach within 14 days of notice from VGA; or
 - (b) enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect; or ceases to trade or appears in the reasonable opinion of VGA likely or is threatening to cease to trade;
 - (c) fails to provide clear and unencumbered title in and to the Trade-In Vehicle to VGA (if applicable); or
 - (d) breaches clause 47(b),
- then VGA may affirm or (to the extent permitted by law) terminate this Contract and, without limiting the other remedies available to VGA, take one or more of the following steps:
- (e) if a Purchase Vehicle is in the possession or control of the Customer and that portion of the Total Contract Price referable to the Purchase Vehicle has not been paid in full, demand the prompt return of the Purchase Vehicle (in which event the Customer must comply with this request);
 - (f) at any time, re-take possession of the Purchase Vehicle under clause 47(e) if the Total Contract Price has not been paid;
 - (g) retain, sell or otherwise dispose of such Purchase Vehicle;
 - (h) if applicable, refuse to accept the Trade-In Vehicle; and
 - (i) recover damages from the Customer,
- provided that VGA will not exercise its rights in this clause 76 to put itself in a better position than it would have been in but for the breach or event.
77. The Customer may only terminate this Contract in the circumstances set out in clauses 6(a) 10, 19(b) and 35. If the Customer terminates this Contract under one of those clauses, VGA will repay any amounts paid to VGA by the Customer.
78. If VGA has an option to cancel an Order or this Contract and does not do so, the Order or Contract remains on foot (without amendment).
79. If VGA terminates this Contract and resells a Purchase Vehicle, the damages recoverable by VGA include:
- (a) any amount by which the price received on a resale is less than the Total Contract Price referable to that Purchase Vehicle; and
 - (b) VGA's expenses connected with any repossession, any failed attempt to resell, and the resale,
- and to the extent the resale price plus VGA's expenses connected with any repossession, any failed attempt to resell, and the resale exceeds the Total Contract Price (or the portion of the Total Contract Price referable to the Purchase Vehicle, if relevant) that excess will first be applied to refunding any part payments made by the Customer, with any remaining amounts to be retained by VGA.
80. In respect of the period prior to the issue, or deemed issue, of the Certificate of Acceptance for a Purchase Vehicle, VGA's sole liability to the Customer in respect of any failure of the Purchase Vehicle to comply with this Contract is to expeditiously remedy any Defects identified in the Purchase Vehicle.

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81. Once the Certificate of Acceptance for a Purchase Vehicle has been issued, or is deemed to be issued, VGA's sole liability in respect of a Purchase Vehicle, including in respect of any Defects identified after issue or deemed issue of the Certificate of Acceptance, is to undertake any repair or replacement of parts of the Purchase Vehicle required under the New Vehicle Warranty.
82. Once a Vehicle has been delivered VGA's (and Volvo's) sole liability in respect of a Purchase Vehicle is to undertake any repair or replacement of parts of the Vehicle required under the New Vehicle Warranty. This exclusion of liability shall not apply to claims for personal injury or death arising out of VGA's negligence, or any matter for which it would be illegal for VGA to exclude (or attempt to exclude) its liability.
83. In no circumstances under or in connection with this Contract or a Purchase Vehicle or any steps taken in connection with its manufacture or supply (including any breach, act or omission of any nature in connection with this Contract) is a party liable to the other party for:
- (a) any loss of profits or revenue;
 - (b) any loss of use;
 - (c) consequential loss;
 - (d) special loss; or
 - (e) indirect loss.
- No paragraph of this clause 83 limits the scope of any other paragraph in this clause 83.
84. The Customer acknowledges that clause 83 (as it applies to exclude VGA's liability to the Customer) is reflected in the Price which would be higher without those provisions, and the Customer will accept such risk and/or insure accordingly.
85. Except to the extent prohibited by Law, the limitations and exclusions in clauses 80 to 83 of this Contract apply to all claims of any nature (whether for breach of contract, in tort (including negligence), for breach of statute, in equity, in restitution or of any other kind whatsoever or howsoever arising).

NOTICES

86. Any notice or other communication of a party contemplated by this Contract (including any agreement, request, demand, direction, consent, waiver or approval) must be:
- (a) in writing in English, legible and signed by the party or its agent; and
 - (b) be sent by one of the methods in clause 87 in each case using the relevant details set out in the Order or any new details later notified by the recipient; and
 - (c) if a party sends a communication other than by email, it must use all reasonable endeavours to send a copy of the communication promptly by email.
87. A communication contemplated by this Contract is taken to be received in accordance with this table:

Notice Delivery Method	When Notice is regarded as being given and received	
Hand delivered	At the time of delivery	Any notices received after 5:00 pm local time on a Working Day shall be deemed to have been received on the following Working Day. The place of receipt of an email is the address of the recipient stated in the Order.
Express Post / Registered Post (with delivery confirmation)	5 Working Days after posting	
Email	3 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.	

GST

88. If a party (**GST Supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Contract, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the GST Supplier an amount equal to such GST (**GST gross-up**).
89. If a GST gross-up is payable, then the GST Supplier must give the recipient a tax invoice for the supply.
90. Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:
- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration; or

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- (b) if no monetary consideration is payable for the supply, within 14 days after the day on which the tax invoice is given.
91. Terms used in the clauses in this Contract relating to GST (**GST clauses**) which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
92. For the purposes of the GST clauses, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
93. In this Contract, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, except as expressly provided otherwise, exclusive of GST.
94. The Customer warrants:
- (a) unless otherwise notified to VGA, the Customer is registered for GST purposes; and
 - (b) the Australian Business Number (ABN) specified in the Order is current and validly issued to the Customer pursuant to the provisions of the GST law.

GENERAL

95. No addition or amendment to the terms of this Contract will have any effect or be implied as terms of this Contract unless that addition or amendment is in writing and signed by both the Customer and a person duly authorised by VGA.
96. The Customer cannot assign or otherwise deal with its rights under this Contract without the consent of VGA. VGA may novate its rights and obligations under this Contract to any of its Affiliates or to any person to whom VGA transfers all or a material part of its truck supply business (provided VGA is satisfied, acting reasonably, that the person is able to perform VGA's obligations under this Contract). The Customer must sign such documentation as VGA requires to give effect to such novation.
97. A party may exercise a right or a remedy, or give or withhold a consent, waiver or approval, in its absolute discretion (including by imposing conditions), unless this Contract expressly provides otherwise.
98. A party is only bound by a waiver that it gives or confirms in writing. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given. No other conduct of a party (including a failure to exercise, or delay in exercising a right) operates as a waiver of a right or otherwise prevents the exercise of a right.
99. Unless this Contract provides otherwise:
- (a) each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract;
 - (b) it is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Contract; and
 - (c) the making of a claim by a party under an indemnity contained in this Contract in respect of a particular event does not preclude that party from subsequently making further claims under that indemnity in respect of the same event.
100. If a provision of this Contract would, but for this clause 100, be void, unenforceable or illegal in a jurisdiction:
- (a) the provision is read down to the extent necessary to avoid that result; and
 - (b) if the provision cannot be read down, to that extent, it is severed in that jurisdiction,
- without affecting the validity and enforceability of that provision in any other jurisdiction or any other provisions of this Contract. This clause 100 has no effect if its operation alters the basic nature of this Contract or is contrary to public policy.
101. If it is necessary to determine the portion of the Total Contract Price referable to a particular Purchase Vehicle, that determination shall be made by VGA acting reasonably.
102. The rights and remedies provided in this Contract are in addition to other rights and remedies given by Law independently of this Contract, unless this Contract expressly provides otherwise.
103. This Contract will expire upon the expiry of each New Vehicle Warranty which applies under this Contract other than:
- (a) clauses 70 to 72 which will continue in operation until VGA ceases to monitor the Purchase Vehicle,
 - (b) clauses 105 to 108 which expire 5 years after the expiry of each New Vehicle Warranty; and
 - (c) clause 67, which does not expire.
104. Termination or expiry of this Contract for any reason does not affect the accrued rights of the parties under it.

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105. Each party must keep confidential any information disclosed to it by the other party under this Contract or in the course of negotiations leading to its conclusion, other than information in the public domain other than due to a breach of confidentiality (**Confidential Information**).
106. Despite clause 105, a party may disclose Confidential Information:
- (a) on a confidential basis to its employees, officers, auditors, financiers, insurers, accountants and lawyers;
 - (b) as required to exercise its rights and discharge its obligations under this Contract;
 - (c) as required by Law.
107. The Customer must also treat the terms of this Contract as Confidential Information.
108. A party must notify the other party as soon as reasonably practicable after it becomes aware that it may be required by Law to disclose Confidential Information of the other party and provide such information requested by the other party in respect of that requirement.
109. No Contract shall constitute or effect any licence, transfer, sale or other disposal to the Customer or any third party of any intellectual property rights of Volvo or of any third party in any Purchase Vehicle or other products or materials.
110. If the Customer was referred or introduced by VGA by any third party, or if a third party has acted as agent of the Customer or broker or intermediary in relation to this Contract, the Customer acknowledges that VGA may pay or give a fee, commission, rebate, gift or other benefit to the third party. If further details are required, the Customer should refer to the third party (if any) for further information. Any disclosures required, by law, are to be given by VGA to the Customer.
111. The Customer agrees not to act as an unauthorised reseller of new Purchase Vehicles. This means specifically that all new Purchase Vehicles are sold on condition that the Customer will neither resell the Purchase Vehicle for commercial gain while new nor enter into a leasing contract involving a transfer of ownership or a purchase option prior to the expiry of the contract and which would allow the lessee to purchase the Purchase Vehicle at any time including when the Purchase Vehicle is still new.
112. Each party warrants that the making of this Contract does not and its performance of its obligations under this Contract will not violate any Law.

GOVERNING LAW AND JURISDICTION

113. This Contract is governed by and is to be construed according to the Laws of the Jurisdiction.
114. The parties unconditionally accept and submit to the non-exclusive jurisdiction of the courts and appellate courts of the Jurisdiction, with respect to any legal action or proceedings which may be brought at any time relating in any way to this Contract.
115. Each of the parties waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceeding has been brought in an inconvenient forum.

PRIVACY STATEMENT

116. VGA is an organisation bound by the Australian Privacy Principles pursuant to the *Privacy Act 1988* (C'th).
117. Details of the kinds of information, including consumer credit information, VGA collects, how it is used and whom it is shared are also set out in our Privacy Policy and Credit Reporting Policy. For the full Privacy Policy and Credit Reporting Policy please see <http://www.volvotrucks.com.au/en-au/misc/privacy.html> and <https://www.volvotrucks.com.au/en-au/tools/privacy/credit-reporting-policy.html>.
118. Any query or access to your personal information should be referred to our Privacy Officer at 41 Bivouac Place, Wacol QLD 4076, telephone: +61 7 3718 3500, email: hsrc.au@Volvo.com.
119. You acknowledge that VGA (and its Affiliates) may collect, use, store and disclose your personal information within and outside Australia in accordance with this Contract and the Privacy Policy.

DEFINITIONS

120. In this Contract the following words have the meanings shown opposite them:

Accessory

in relation to a Purchase Vehicle, any options, parts, accessories and their installation that are either factory fitted to a Purchase Vehicle by VGA or an Authorised Dealer prior to Delivery but excludes all options, parts and/or accessories of or in relation to the Body or Third Party Equipment, even if the Third Party Equipment is fitted to the Purchase Vehicle by an Authorised Dealer or a Supplier engaged by VGA.

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Affiliate	any Related Body Corporate of VGA (as Related Body Corporate is defined in the <i>Corporations Act 2001</i> (Cth)) or any entity which controls or is controlled by VGA (as control is defined in section 50AA of the <i>Corporations Act 2001</i> (Cth))
Authorised Dealer	a dealer that has been authorised by Volvo to retail and/or repair products relevant to Volvo, Mack or UD trucks a current list of which is available at https://www.volvotrucks.com.au/en-au/tools/dealer-locator.html .
Body	a body that will be manufactured, supplied and fitted to a Chassis by a Supplier (who may be a Supplier engaged by VGA or a Supplier engaged by the Customer).
Certificate of Acceptance	a document noting the Customer's acknowledgment of delivery of the Purchase Vehicle, warranty certificate and registration and other information in the form provided by VGA and completed by the Customer or its authorised agent or representative
Chassis	a truck chassis manufactured, imported or distributed by VGA, but does not include any Body or Third-Party Equipment
Change in Law	the enactment, amendment, repeal, revocation or change in the application or interpretation of any Law (including Government Agency policy relating to the practical application of the Law)
Contract	is defined in clause 1
Contract Date	the date this Contract formed.
Customer	the person purchasing the Purchase Vehicle from VGA, described as the 'Customer' in the Order
Data Management Agreement	the Volvo Trucks Data Management Agreement between Volvo Truck Corporation and the Customer, the current terms of which are available at https://www.volvotrucks.com.au/en-au/tools/privacy/data-management.html
Defect	any failure of a Purchase Vehicle to: <ul style="list-style-type: none">• comply with the requirements of the Laws of the Jurisdiction and Australia;• comply with the Specifications but only if that failure materially adversely affects the performance and functionality of the Purchase Vehicle (when the Purchase Vehicle is considered as a whole); or• include any Accessories or Third-Party Equipment specified in the Order
Defects List	a document so titled in the form provided by VGA and completed by the Customer
Delivery Address	for a Purchase Vehicle, the address specified in the Order or such other delivery address VGA and the Customer agree in writing
Delivery Date	for a Purchase Vehicle, the date set out in the Order as varied from time to time in accordance with this Contract
Deposit	means the amount stated in the Order representing a portion of the Total Contract Price and securing the Customer's intent to proceed with this Contract.
Engineering Approval	means if noted in the Order, the condition to be satisfied as described in clause 8.
Engineering Approval Date	the date which is 15 Working Days from the Contract Date or such later date as agreed in writing by the Parties.
Event of Force Majeure	any event or circumstances not within the reasonable control of VGA and which by the exercise of reasonable care VGA is not able to prevent or overcome including without limitation the following events to the extent they are not within the reasonable control of VGA:

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	<ul style="list-style-type: none">• an act of God, landslide, earthquake, flood, wash-out, lightning, storm and the elements;• strikes, lock-out, ban or other industrial disturbance;• war, blockade, insurrection, terrorism, riot or civil disturbance;• fire or explosion;• epidemic or quarantine;• the order of any court or the order, act or omission or failure to act of any Government Agency or failure to obtain any necessary consent or approval of a Government Agency;• delays by any third party to supply goods or services; and• shortages of parts, equipment, utilities or services
Finance Amount	the amount stated in the Order as the 'Finance Amount' (or such other amount as agreed by the parties in writing).
Finance Date	the date stated in the Order as the 'Finance Date' (or such later date as agreed by the parties in writing).
Financier	the person stated on the Order or otherwise notified in writing as the Customer's financier, being a third-party providing credit or advancing money to the Customer.
Government Agency	<ul style="list-style-type: none">• a government (whether federal, state or local)• a governmental, semi-governmental or judicial entity or authority including any department of government; and• a statutory, public, municipal, local or other authority charged with the responsibility for administering any legislation, regulation, ordinance or by-law
Jurisdiction	Queensland, Australia
Law	means: <ul style="list-style-type: none">• all statutes;• all legally binding regulations, codes, ordinances, local laws, by-laws, legislative instruments, orders, judgements, licences, rules and permits; and• legally binding requirements of Government Agencies
Manufacturer's Instructions	any driver's handbook, service manuals, technical manuals and operating manuals relating to the Purchase Vehicle made available by VGA to the Customer from time to time (including by VGA providing links to webpages at which these documents may be downloaded) and including as they are updated or supplemented from time to time by service bulletins and other written instructions
New Vehicle Warranty	Volvo's standard New Vehicle Warranty Terms and Conditions at the Contract Date, a copy of which is set out in Part C or otherwise separately provided to the Customer.
Order	the order details and confirmation in a document (or documents) designated as the "Order" by VGA (which may include a quotation (so titled) accepted by the Customer).
Part	a part of this Contract described as such.
PPSA	<i>Personal Property Securities Act 2009</i> (Cth)
Public Health Direction	any binding public health direction, order or similar requirement issued by a Government Agency of any country from time to time which impacts the production or supply of the Purchase Vehicle (including the time required for such production or supply)
Purchase Vehicle	a vehicle described in the Order comprising a Chassis and, if applicable:

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	<ul style="list-style-type: none">• Body;• Accessories; and• Third Party Equipment.
Security Interest	has the meaning given in the PPSA.
Specifications	for a Purchase Vehicle, the specifications set out in the Order as varied from time to time in accordance with this Contract.
Supplier	any or all of the suppliers who supply and fit the Body or Third Party Equipment.
Supplier engaged by VGA	a Supplier engaged by VGA.
Supplier engaged by the Customer	a Supplier engaged by the Customer.
Third Party Equipment	any equipment, accessories, parts or materials that are incorporated into a Purchase Vehicle, either before or after Delivery, by or at the request of the Customer, but excluding: <ul style="list-style-type: none">• Accessories;• the Chassis; and• Energy Storage System (ESS)
Total Contract Price	the amount specified as the total contract price in the Order as may be varied from time to time in accordance with this Contract.
VGA	means Volvo Group Australia Pty Ltd.
Volvo	means AB Volvo or any of its related bodies corporate.
Volvo Truck Corporation	Volvo Truck Corporation, Registration Number 556013-9700, Sweden.
Working Day	a day other than a Saturday, Sunday or public holiday in the Jurisdiction.

INTERPRETATION

121. Terms in this Contract not defined in clause 120 are defined in the Order or the clause in which they are first used.
122. In this Contract unless the context otherwise indicates:
- (a) the singular includes the plural and vice versa;
 - (b) a person includes an individual, body corporate, firm, partnership, joint venture, unincorporated body and government agency;
 - (c) if a party to this Contract comprises more than one person, this Contract binds all of them jointly and each of them severally;
 - (d) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
 - (e) a reference to any party includes that party's executors, administrators, successors, substitutes and permitted assigns, including any person taking by way of novation;
 - (f) the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions; and
 - (g) where an act would be required to be done (including the payment of any money), or a time limit or period would expire, on a day that is not a Working Day, the act must be done or the limit or period will expire, on the following Working Day.
123. References to Laws in clauses 12 and in the definition of Change in Law are references to the Laws of any country in which any part of the Purchase Vehicle is designed, manufactured, commissioned, transported or delivered. References to Laws in any other clauses in this Contract are to Australian laws.
124. Where a word or expression is defined or given meaning in this Contract, another grammatical form has a corresponding meaning.
125. A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Contract or the inclusion of the provision in this Contract.