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OFFER TO PURCHASE

Offer to purchase goods from Forkwest (the "Vendor")

Part A The Contract

- 1a. I/WE _____ (Purchaser)
 of _____ Address hereby offer to purchase
 the goods described in Part 1b (the goods) at a price of \$ _____ + GST
 Extras _____ + GST
 Total purchase price \$ _____ + GST
 Trade in or deposit \$ _____ + GST
 Balance \$ _____ + GST
 Including GST \$ _____
- 1b. The goods described as _____ (goods)

- 1c. Conditions of sale _____
- 1d. Transport arrangements _____
2. I forward herewith a deposit of A\$ _____
 which Forkwest accepts by signing the document herein. The balance of the purchase money will be paid upon transfer of the ownership of
 the said goods to the Purchaser on the _____ of _____ (the settlement date).
3. The Purchaser agrees to pay penalty interest fixed at 10% per annum calculated daily in the event of a delay in the settlement. We, Forkwest,
 accept receipt of the above offer and the cheque for A\$ _____ as a deposit.

DELIVERY

4. Unless otherwise agreed to in writing the Purchaser shall take delivery of the goods at Forkwest's warehouse upon which its order is placed
 within seven days of notification by Forkwest that the goods are ready for delivery. Forkwest shall be under no obligation to give delivery of the
 goods before payment has been made to it of the purchase price.
5. If the Purchaser delays or fails to so take delivery then the Purchaser shall pay to Forkwest all storage and handling costs arising from the
 delay or failure at the rate of \$ _____ per day until final delivery of the goods.
6. All orders shall be filed by Forkwest as promptly as possible in the prevailing circumstances. Forkwest shall not be responsible or have any
 liability whatsoever to the Purchaser or any other person for loss, injury or damage of any kind whatsoever (including consequential loss)
 for any failure or delay in delivery arising directly or indirectly from or occasioned by causes beyond the control of Forkwest or its suppliers
 including (but without limiting the generality of the foregoing) fire, flood, strike riot, lock out, judicial or governmental decree or order, judicial
 or governmental proceedings, shortages of goods or parts or accessories therefor or the requirements of other customers.
7. Forkwest shall have no obligation to deliver goods in circumstances where the Purchaser has failed to observe and perform its obligations
 hereunder.
8. Forkwest shall be entitled to make delivery by instalments if it should so desire.
9. If it is agreed that Forkwest shall send the goods to the Purchaser then delivery of the goods to a carrier, whether named by the Purchaser
 or not, for the purpose of transmission to the Purchaser, shall be deemed to be delivery of the goods to the Purchaser and Forkwest shall be
 entitled to make such contract with the carrier on behalf of the Purchaser and to determine the route and manner of delivery of the goods as
 Forkwest shall deem fit.

Part B

I _____ the Vendor of the Traded in goods known
 as _____

hereby warrants that the traded in goods is a _____
 (description including year of manufacture) and that I am the legal owner of the said goods, I agree to indemnify Forkwest against any
 claims arising from a dispute regarding ownership of the said goods.

Print by the Purchaser

Signed by the Purchaser

Date _____

Signed by the Vendor / Forkwest

Terms and Conditions - Part C

10. The Purchaser is aware that Forkwest is the owner of the said goods or has been appointed by the Owner of the Used Goods as their Agent. All references to Forkwest is a reference to the Registered Owner of the subject goods. In the event that the Goods is owned by Forkwest, then Forkwest will be the vendor and all conditions herein shall continue to apply.
 11. The Offer to Purchase when accepted by Forkwest becomes a binding contract of purchase and sale of the goods shown on the face hereof, upon the terms and conditions thereon set forth and upon the following term and conditions and warranty.
 12. From the date of settlement, the Purchaser agrees to pay in addition to the price specified on the face of this Offer to Purchase for all additional goods not specified therein but subsequently ordered, and a proportionate part of all outgoing or charges including any freight or storage charges paid or incurred by Forkwest in respect of the goods apportioned on a daily basis, and in respect of the same period after the Purchaser takes delivery of the goods. For the purpose of this clause, charges includes storage and parking fees levied by Forkwest of the appropriate storage or parking space.
 13. If the Purchaser fails to accept the goods as agreed when notified by Forkwest that the same is ready for delivery or in the event of default by the Purchaser with respect to any other condition or term of the contract the deposit paid with this Offer shall be forfeited and retained by Forkwest as liquidated damages for failure to fulfill this contract.
 14. Forkwest shall give to the Purchaser written notice, of such forfeiture and thereupon the contract shall be terminated without prejudice to any rights accrued under the contract in favour of either party against the other after the expiration of the notice period which the parties agree shall be 14 days from the date of the notice.
 15. Thereafter, Forkwest shall be at liberty to dispose of the goods as it shall see fit with no further liability to the Purchaser. Forkwest will not be liable for failure to deliver or any delay in delivering the goods for any cause whatsoever but if Forkwest fails to give delivery within ninety (90) days of the last day of the month of delivery specified on the face hereof either party may cancel this contract by written notice to the other and upon such cancellation all moneys paid by the purchasers hereunder shall be refunded.
 16. Notwithstanding delivery of the goods of any part thereof, title to the goods shall remain with Forkwest until all monies owing by the Purchaser to Forkwest have been paid in full whether such monies are in respect of a particular order or on any other account whatsoever.
 17. The goods shall be at the Purchasers risk from the time of the first occurrence of any of the following events:-
 - (i) the passing of property to the Purchaser;
 - (ii) the physical delivery of the goods to the Purchaser;
 - (iii) the physical delivery to a carrier or other bailee whether named by the Purchaser or not.
 18. The title to the goods herein sold and purchased shall pass to the Purchaser only when the full purchase price thereof shall have been paid to Forkwest or upon Forkwest accepting other satisfactory financial arrangements in lieu of payment of the full purchase price.
 19. Forkwest, as above set forth and Forkwest's Agent neither assumes nor authorises any other person or business organisation to assume for either of them any other warranty or liability in connection with the sale, use or operation of the goods purchased herein.
 20. In the event that there is a trade-in of any goods by the Purchaser, the Purchaser agrees to indemnify Forkwest against any claims arising from the use of the goods. The Purchaser also warrants that the traded in goods are as described in the trade in contract and further that the Purchaser is the legal owner of the traded in goods.
 21. Until such time as property in any of the goods supplied to the Purchaser hereunder passes to the Purchaser, the Purchaser must effect insurance and maintain any such insurance with an insurer approved by Forkwest in the name of Forkwest and the Purchaser for their respective rights and interests whilst the goods are in the possession of the Purchaser for the full insurable value against such risk as Forkwest may nominate or, in the absence of such nomination, against loss or damage by fire, theft, accident and such other risks as are insured against by prudent persons engaged in a similar business to that of the Purchaser excluding liability for claims being the subject of compulsory third party bodily injury insurance on vehicles registered by the Purchaser.
 22. Failure to exercise or delay in exercising any right, power or privilege in this contract by a party does not operate as a waiver of that right, power or privilege.
 23. A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.
 24. All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by Forkwest or otherwise contained in catalogues, price lists or other advertising matter of Forkwest are approximate only and are intended to be by way of general description of the goods and shall not form part of the contractual description thereof.
 25. It is further agreed that this Sales Order, when accepted by Forkwest, is the only contract controlling the sale and purchase detailed herein and that it contains all agreements representations conditions and warranties either verbal or in writing expressed or implied whether by law or otherwise and no such agreements representations conditions and warranties not expressly stated herein shall be binding on Forkwest or their Agent.
 26. The Purchaser shall inspect the goods forthwith upon their delivery and shall within seven days from such inspection give written notice to Forkwest on any matter or thing by reason whereof the Purchaser may allege that the goods are not in accordance with the order. If the Purchaser shall fail to give such notice then to the extent permitted by statute the goods shall be deemed to have been accepted by the Purchaser.
 27. The only conditions or warranties which are binding upon Forkwest with regard to the state, quality, fitness or condition of the goods or services supplied by it are those which by law (including the Trade Practices Act and any similar State Act) are required to be binding on it. To the extent permitted by such laws the liability (if any) of Forkwest arising from a breach of the said conditions or warranties shall be limited:
 - (a) in the case of goods, replacing the goods;
 - (b) and in the case of services, supplying the services again, and
 - (c) otherwise any other conditions or warranties (whether express or implied) which are not set out herein are excluded and negated.
 28. Except to the extent provided for above Forkwest excludes its liability (including liability in negligence) to any person whomsoever (including the Purchaser) for any loss or damage consequential or otherwise in nature arising from the use of the goods or services.
 29. Should the Agent or Forkwest at any time become liable to pay tax in relation to the above goods or should Forkwest at any time become liable to a person or to the Commonwealth of Australia for a sum that such person was liable to pay as tax in relation to the above goods then the Purchaser agrees to reimburse or pay direct to Forkwest such goods and services tax that Forkwest are liable to pay in addition to any penalties imposed in relation to such goods and services tax. For the purpose of this clause, goods and services tax will include any goods and services tax payable by Forkwest.
- Personal Property Securities Act 2009 (C'th) ("PPSA")**
30. The following terms and conditions are hereby included in this Contract by reason of the operation of the PPS Law.
 31. The Purchaser acknowledges that this contract creates or may create a Security interest in all Goods supplied hereunder or subsequently in the future by Forkwest to the Purchaser and the Purchaser agrees that if this Contract creates such an interest or if Forkwest determines that the PPS Law applies, or will at a future date apply to any transaction(s) that arises between Forkwest and the Purchaser pursuant to this Contract then the Purchaser will do anything required or advisable (including obtaining consents, providing all information, making amendments to deeds or executing a new document) for the purposes of:
 - (a) ensuring that any Security Interest created under or provided by this Contract:
 - (i) attaches to the Collateral that is intended to be covered by that Security Interest;
 - (ii) is enforceable, perfected, maintained and otherwise effective; and
 - (iii) any Security Interest created under or provided for by this Agreement has the priority contemplated by this Agreement;
 - (b) enabling Forkwest to prepare and register a Financing Statement or a Financing Change Statement; or
 - (c) enabling Forkwest to exercise any of its powers in connection with any Security Interest created under or provided for by this Agreement; and
 - (d) providing any information requested by Forkwest in connection with this Contract and necessary or advisable to enable it to exercise any of its powers or perform any of its obligations under the PPS Law;
 32. The Purchaser further waives its right to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created by this Agreement and hereby agrees to pay Forkwest's costs of any discharge or necessary amendment of any Financing Statement or Financing Change Statement.
 33. The Purchaser further covenants not to do anything to adversely affect any of Forkwest's rights granted by operation of the PPS Law in respect of the security interests it may have in any property pursuant to this Contract.
 34. To the maximum extent permitted by law, the Purchaser agrees that the following sections of the PPSA will not apply:
 - (a) Section 130;
 - (b) Section 142; and
 - (c) Section 143.
 35. To the maximum extent permitted by law, the Purchaser waives any rights it may have pursuant to and hereby contracts out of the following sections of the PPSA:
 - (a) Section 95;
 - (b) Section 123;
 - (c) Section 125;
 - (d) Section 129(2);
 - (e) Section 132(3)(d);
 - (f) Section 134(1); and
 - (g) Section 135.
 36. Unless otherwise defined in these terms and conditions, the terms and conditions used in this clause have the meanings given to them in the PPSA.
 37. All contracts made hereunder are deemed to be made in Western Australia and except to the extent that the laws of the Commonwealth of Australia apply, the interpretation thereof and all disputes arising there from or connected therewith shall be governed in all respects by the laws of the State of Western Australia and all such disputes shall be referred to a court of competent jurisdiction in the said State unless the parties agree otherwise in writing.