

# Autology Seller Agreement

By using the Autology Car Sales Management Platform ("Platform") operated by Das Fleet Australia Pty Ltd ABN 73 662 307 502 trading as Autology of Ground Floor, 222 St Kilda Road, St Kilda, Vic ("Autology" "us") you agree to be bound by the terms of this Seller Agreement. If you do not agree to be bound by the terms of this Agreement you must not use our services or the Platform.

## Fees and Service

You agree to appoint Autology to find a buyer for your vehicle that you have entered onto or will enter onto the Platform ("Vehicle") pursuant to the terms of this Agreement.

If you sell your Vehicle the seller fees payable by you for the use of the Autology Platform and sales service are based on the amount that you sell the Vehicle for:

Up to \$9,999 - \$198  
\$10,000 to \$19,999 - \$297  
\$20,000 to \$29,999 - \$330  
\$30,000 to \$39,999 - \$440  
\$40,000 to \$49,999 - \$550  
\$50,000 to \$69,999 - \$660  
\$70,000 to \$99,999 - \$847  
\$100,000 plus - \$1,000

If you do not sell your Vehicle you will not pay any seller fees.

You acknowledge that Autology also receives a fee from the buyer of the Vehicle.

## The Sales Process

You agree that the reserve sale price for the Vehicle will be set by you through our Platform and understand that upon achievement of the reserve by Autology you agree to sell your vehicle to the highest bidder without any further communication with you.

If the sale price for the Vehicle does not meet the reserve, a representative from Autology will negotiate with the prospective buyers of the vehicle to achieve the

highest offer possible which will be referred to you for consideration as to whether you want to proceed with the sale.

Once Autology agrees a sale on your behalf with a buyer of the Vehicle you are bound to proceed with the sale process and if you do not proceed you may be required to compensate Autology for any loss that it suffers as a result of you not proceeding with the sale.

You will transfer possession of the Vehicle at the time and in the manner agreed with the purchaser of the Vehicle once you are satisfied that the purchaser has arranged payment.

**You are appointing us to find a Buyer for the vehicle.**

You warrant that:

1. You are the owner of the Vehicle or are otherwise authorised to sell the Vehicle on behalf of the owner.
2. The Vehicle will be free of any encumbrances at the time of transfer other than those encumbrances that have been notified by you.
3. You will not advertise the Vehicle for sale by other means during the time that Autology is selling the vehicle on your behalf as this could have an adverse effect on the sales process. If the Vehicle is advertised for sale prior to engaging with Autology you agree to suspend these listings whilst the Vehicle is being offered for sale by Autology.
4. You have described the Vehicle condition accurately through the Platform or to us and have declared any known faults but not limited to: paint and panel condition including any minor or major dents and paint fade, tyre tread condition, warning lights on the dashboard, registration expiry date, general interior condition, any mechanical and engine issues including oil leaks and well as service history.

While Autology will use all reasonable efforts to find a buyer for the Vehicle at the highest price, notwithstanding any representation by or communication from an employee or representative of Autology, on any website or in promotional material, you acknowledge and agree that Autology makes no warranty or representation that it will be able to find a buyer for the Vehicle or attain a certain price for the Vehicle and disclaims and excludes all liability to you (other than liability to you that cannot

be excluded at law) in respect of Autologyp being appointed by you to find a Buyer for the Vehicle.

Autology takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Autology's Privacy Policy, which is available at [www.autology.com.au](http://www.autology.com.au)

The terms set out above and the terms at [www.autology.com.au](http://www.autology.com.au) ("Website Terms") represent the entire agreement between the parties. To the extent of any inconsistency between the terms of this agreement and the Website Terms, these terms will prevail.