

# HERINGTON CORPORATION AUSTRALIA PTY LTD

ABN 59 071 849 093

## AutoLink Market Buyer Agreement

### Version 1 (Launch Phase)

#### Cover Page - Material Terms (Plain-English Summary)

**Who we are:** Herington Corporation Australia Pty Ltd (ABN 59 071 849 093) operates the online vehicle marketplace at autolinkmarket.com.au. Herington Corporation Australia Pty Ltd is the holder of a New South Wales motor dealer licence.

**Our role:** We act primarily as a platform operator and introducing service for listings shown on the Platform. Unless a vehicle is expressly identified on the Platform as a Dealer-Owned Vehicle, Platform-Owned Vehicle, Consigned Vehicle, or a vehicle subject to an activated Step-In Service, Herington Corporation Australia Pty Ltd is not the contracting seller, transferor of title, or dealer of record for that vehicle.

**How the launch phase works:** During the current launch phase, the Platform mainly allows buyers to view listings and contact sellers. In most cases, buyers deal directly with the seller.

**Buyer fees:** During the current launch phase, no standard buyer platform fee applies under this Version 1 Agreement unless otherwise expressly stated for a particular product or service.

**Buyer checks:** You are responsible for making your own enquiries and checks about any vehicle, including ownership, finance owing, PPSR status, identity of the seller, condition, history, registration status, and suitability for your needs.

**Vehicle information:** Information shown on the Platform is generally supplied by the seller. Herington Corporation Australia Pty Ltd does not guarantee that seller-supplied information is accurate, complete, or suitable for your purposes.

**Dealer-owned and platform-owned vehicles:** Some vehicles displayed on the Platform, including vehicles expressly marked as Herington Corporation Australia Pty Ltd stock or dealer stock, may be sold directly by Herington Corporation Australia Pty Ltd as licensed motor dealer. Those vehicles are not treated the same way as standard third-party seller listings.

**Future features:** Herington Corporation Australia Pty Ltd may later introduce optional products or services, including inspections, finance facilitation, warranty-related products, verification requirements, premium services, consignment arrangements, Step-In Services, or physical market/event-based models. These do not apply unless expressly introduced under updated terms, listing settings, or separate written agreements.

**No guaranteed purchase outcome:** Herington Corporation Australia Pty Ltd does not guarantee that any vehicle will remain available, that a seller will proceed with a sale, that finance will be approved, or that any listing is accurate.

**Important:** Unless the listing is expressly identified otherwise, your purchase contract is with the seller, not with Herington Corporation Australia Pty Ltd.

## 1. Definitions

In this Agreement, unless the context otherwise requires:

**Agreement** means this Buyer Agreement, including any Schedule, Platform Rules, policies incorporated by reference, and any updates accepted by the Buyer.

**Agent** means Herington Corporation Australia Pty Ltd ABN 59 071 849 093, being the operator of the Platform at autolinkmarket.com.au.

**Buyer** means any person who views, enquires about, negotiates for, reserves, or agrees to purchase a Vehicle listed through the Platform.

**Consigned Vehicle** means a Vehicle that the Agent has expressly agreed in writing to market or handle under a consignment, agency, or similar arrangement.

**Dealer-Owned Vehicle** means a Vehicle owned by, held as stock by, or sold directly by Herington Corporation Australia Pty Ltd.

**Launch Phase** means the current initial operating phase of the Platform in which some marketplace features, controls, charges, services, and transaction pathways may be limited, deferred, inactive, or progressively introduced.

**Listing** means a Vehicle advertisement published on the Platform.

**Platform** means the website located at autolinkmarket.com.au, together with any related applications, messaging tools, administration tools, software, and digital services operated by the Agent.

**Platform-Owned Vehicle** means a Vehicle expressly identified on the Platform as being offered by the Platform or by the Agent as seller.

**Platform Rules** means the rules, moderation standards, community standards, buyer requirements, platform procedures, operational settings, and policies published or applied by the Agent from time to time.

**Seller** means the legal owner of the Vehicle, or a person lawfully authorised by the legal owner to list and sell the Vehicle.

**Step-In Service** means any service, if later offered by the Agent, under which the Agent takes on a more active role in the transaction, including finance facilitation, dealer invoicing, dealer-of-record involvement, consignment sale handling, or any similar arrangement expressly offered and accepted.

**Vehicle** means the motor vehicle shown in a Listing or otherwise offered through the Platform.

## 2. Role of the Agent

2.1 The Agent operates the Platform and provides marketplace, messaging, moderation, administration, and related services.

2.2 During the Launch Phase, the Agent primarily acts as platform operator and introducing service only.

2.3 Unless a Listing is expressly identified by the Platform as a Dealer-Owned Vehicle, Platform-Owned Vehicle, Consigned Vehicle, or as being subject to an activated Step-In Service, the Agent:

- a. is not the owner of the Vehicle;
- b. is not the contracting seller;

- c. is not the transferor of title;
- d. is not the dealer of record for that Listing; and
- e. does not assume the seller's statutory or contractual obligations in relation to the Vehicle or its sale.

2.4 The Buyer acknowledges that the Platform may display a mix of third-party seller listings, Dealer-Owned Vehicles, Platform-Owned Vehicles, Consigned Vehicles, and Listings subject to Step-In Services.

2.5 This Agreement is drafted to accommodate later marketplace phases and optional service models, but only those services expressly activated by the Agent and accepted by the parties will apply.

### **3. Buyer Use of the Platform**

3.1 The Buyer may use the Platform to browse Listings, make enquiries, communicate with sellers, and access related Platform services.

3.2 The Buyer must use the Platform lawfully, honestly, and in good faith.

3.3 The Buyer acknowledges that a Listing may be changed, withdrawn, sold, expired, suspended, or removed at any time.

3.4 The Buyer is responsible for deciding whether to proceed with any enquiry, negotiation, inspection, payment, or purchase.

### **4. Buyer Fees and Charges**

4.1 During the current Launch Phase, no standard buyer platform fee applies under this Version 1 Agreement unless otherwise expressly stated.

4.2 The Agent may later introduce or apply, whether generally or for particular products or transaction pathways:

- a. buyer service fees;
- b. finance-related fees;
- c. verification charges;
- d. inspection-related charges;
- e. optional product fees; and
- f. other marketplace charges.

4.3 Any fee introduced later will only apply if it is expressly disclosed in updated terms, Platform Rules, Listing Details, checkout flow, or separate written documentation accepted by the Buyer.

### **5. Vehicle Information and Buyer Due Diligence**

5.1 The Buyer acknowledges that information shown in Listings is generally supplied by the seller.

5.2 The Buyer must make their own enquiries and checks in relation to any Vehicle, including:

- a. ownership and authority to sell;
- b. PPSR or other encumbrance checks;

- c. finance owing or payout position;
- d. registration status;
- e. odometer reading;
- f. accident, repair, or write-off history;
- g. roadworthiness and condition;
- h. identity of the seller; and
- i. suitability of the Vehicle for the Buyer's needs.

5.3 The Buyer must not rely solely on a Listing when deciding whether to purchase a Vehicle.

5.4 The Agent may provide tools, prompts, or information to assist Buyers, but those do not remove the Buyer's responsibility to carry out appropriate due diligence.

## **6. Sale Structure**

6.1 Unless a Listing is expressly identified by the Platform as a Dealer-Owned Vehicle, Platform-Owned Vehicle, Consigned Vehicle, or a Listing subject to an activated Step-In Service, any purchase arising from the Listing is a transaction between the Buyer and the Seller.

6.2 During the current Launch Phase, the Agent provides listing, communication, platform administration, and moderation services, but does not ordinarily become:

- a. the seller;
- b. the transferor of title;
- c. the principal in the sale contract; or
- d. the dealer of record.

6.3 In the case of a standard third-party seller Listing, the Buyer is responsible for assessing the Vehicle, negotiating with the seller, and deciding whether to proceed with the purchase.

## **7. Dealer-Owned, Platform-Owned, Consigned and Step-In Listings**

7.1 The Buyer acknowledges that the Platform may, now or later, include vehicles offered under different sale structures, including:

- a. Dealer-Owned Vehicles;
- b. Platform-Owned Vehicles;
- c. Consigned Vehicles; and
- d. Listings subject to Step-In Services.

7.2 No such sale structure applies unless it is expressly identified on the Platform or separately agreed in writing.

7.3 The existence of those pathways does not, by itself, change the status of a standard third-party seller Listing.

7.4 The Agent may later offer optional Step-In Services including:

- a. finance facilitation;
- b. dealer invoice facilitation;
- c. dealer-of-record sale pathways;
- d. consignment sale handling;
- e. warranty-linked transaction products; and
- f. other structured transaction services.

7.5 No Step-In Service applies under this Version 1 Agreement unless the Agent expressly offers it for a particular Listing or transaction and the relevant further terms or written election are completed.

## **8. Optional Products and Third-Party Services**

8.1 The Agent may from time to time offer or make available optional products or third-party services connected with Listings or purchases, including finance, inspections, warranty products, valuation tools, insurance-related products, transport services, verification services, and related services.

8.2 Unless expressly stated otherwise, those products or services are separate from the core marketplace service and may be governed by separate terms.

8.3 The Buyer acknowledges that the availability of any optional product or third-party service does not, by itself, alter the legal allocation of responsibility under this Agreement.

## **9. Platform Rules and Buyer Conduct**

9.1 The Buyer must use the Platform lawfully, honestly, and in good faith.

9.2 The Buyer must not:

- a. harass, threaten, abuse, or mislead sellers or other users;
- b. misuse platform messaging or enquiry systems;
- c. submit false offers or false purchase intentions;
- d. upload unlawful, offensive, infringing, or misleading content;
- e. interfere with the operation or security of the Platform;
- f. circumvent moderation, verification, or compliance processes; or
- g. engage in conduct likely to damage the integrity, reputation, lawful operation, or safety of the Platform.

9.3 The Agent may monitor Listings, communications, account activity, and platform use for moderation, safety, fraud prevention, operational, quality-control, evidentiary, and compliance purposes.

## **10. Suspension, Restriction and Termination**

10.1 The Agent may restrict, suspend, or terminate the Buyer's use of the Platform where it reasonably considers that:

- a. the Buyer has breached this Agreement or the Platform Rules;

- b. the Buyer presents fraud, safety, legal, reputational, or compliance risk;
- c. the Buyer has misused the Platform or messaging systems; or
- d. such action is reasonably necessary for platform integrity, moderation, or compliance.

10.2 Restriction, suspension, or termination does not affect rights already accrued or prevent the Agent from retaining records for legal, compliance, evidentiary, moderation, or operational purposes.

## **11. No Guarantee of Listing Accuracy or Purchase Outcome**

11.1 The Buyer acknowledges that the Agent does not guarantee:

- a. the accuracy, completeness, or reliability of seller-supplied information;
- b. that any Vehicle will remain available;
- c. that any seller is genuine, suitable, solvent, or serious;
- d. that any sale will proceed or complete;
- e. finance approval for any Buyer;
- f. uninterrupted or error-free operation of the Platform; or
- g. any particular commercial result from using the Platform.

11.2 The availability and suitability of a Vehicle depends on many matters outside the Agent's control, including seller conduct, vehicle condition, market demand, pricing, and the accuracy of seller-supplied information.

## **12. Liability and Risk Allocation**

12.1 To the maximum extent permitted by law, and except for liability that cannot lawfully be excluded, the Agent is not liable for:

- a. the condition, quality, merchantability, roadworthiness, or fitness for purpose of any Vehicle;
- b. title defects, encumbrances, payout issues, or transfer disputes;
- c. statements made by a seller;
- d. a seller's failure to proceed or complete a sale;
- e. platform downtime, delays, technical issues, or missed opportunities; or
- f. any indirect, special, incidental, or consequential loss.

12.2 In relation to standard third-party seller Listings, the Buyer acknowledges that all vehicle-specific and sale-specific responsibility remains between Buyer and Seller except to the extent otherwise expressly agreed in writing or required by law.

12.3 Nothing in this Agreement excludes or limits any consumer guarantee, statutory right, or other liability that cannot lawfully be excluded.

### **13. Records, Electronic Acceptance and Evidence**

13.1 The Buyer acknowledges that the Agent may keep records of:

- a. the version of this Agreement accepted by the Buyer;
- b. the date and time of acceptance;
- c. the Buyer account associated with acceptance;
- d. IP address, device, browser, and session information associated with acceptance;
- e. enquiries, messages, moderation events, and compliance actions relating to the Buyer's use of the Platform; and
- f. transaction-related records where available through the Platform.

13.2 Electronic acceptance of this Agreement is binding.

13.3 A record generated or retained by the Agent concerning acceptance, account activity, enquiry activity, or Platform use is prima facie evidence of those matters, unless shown to be incorrect.

### **14. Privacy**

14.1 The Agent may collect, store, use, and disclose information relating to the Buyer, enquiries, communications, and any transaction in accordance with its privacy policy and applicable law.

14.2 The Buyer consents to the use of information reasonably necessary for platform operation, messaging, moderation, fraud prevention, compliance, support, and dispute handling.

### **15. Variation and Future Marketplace Phases**

15.1 The Buyer acknowledges that the Platform may later introduce additional services, controls, settings, features, and transaction pathways, including:

- a. buyer fees or premium service fees;
- b. verification requirements;
- c. inspection requirements;
- d. finance facilitation;
- e. consignment services;
- f. Step-In Services;
- g. warranty-related products;
- h. physical market or event-based sale models; and
- i. other marketplace products or operational controls.

15.2 Such features will only apply where they are expressly introduced by the Agent and form part of:

- a. updated terms accepted by the Buyer;
- b. Platform Rules;
- c. Listing Details;

- d. a transaction flow or checkout flow; or
- e. separate written agreements.

## **16. Governing Law and Jurisdiction**

16.1 This Agreement is governed by the laws of New South Wales.

16.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## **Schedule 1 – Launch Phase Commercial Settings**

1. Platform Operator: Herington Corporation Australia Pty Ltd ABN 59 071 849 093.
2. Platform Website: autolinkmarket.com.au
3. Motor Dealer Licence: Herington Corporation Australia Pty Ltd is the holder of a New South Wales motor dealer licence.
4. Standard Buyer Platform Fee: Nil during the current Launch Phase unless otherwise expressly stated.
5. PPSR Registration / GPS / Repossession Model: Not active in Version 1.
6. Physical Market Attendance Requirements: Not active in Version 1.
7. Step-In Services: Not active by default in Version 1 unless separately offered and expressly accepted.
8. Dealer-Owned / Platform-Owned / Consigned / Step-In Listings: These may exist on the Platform, but do not apply to a transaction unless expressly identified or agreed.