

HERINGTON CORPORATION AUSTRALIA PTY LTD

ABN 59 071 849 093

AutoLink Market Seller Listing 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 a holder of a New South Wales motor dealer licence.

Our role: We act primarily as a platform operator and introducing agent for third-party seller listings, not as the dealer of record — except where 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.

Listing period: Your vehicle is listed on our website for 21 days from publication unless it is sold, withdrawn, removed, or otherwise ended earlier under this Agreement. At the end of that period, the listing expires unless renewed.

Renewal: If you want your vehicle to remain listed after the 21-day listing period, you must renew it. Any renewal or republication is subject to the terms, platform rules, fees, eligibility requirements, and listing settings in force at the time of renewal. If you do not renew, the listing expires.

Seller Statements: We list your vehicle and facilitate enquiry flow and platform messaging, but all statements about your vehicle — including ownership, condition, mileage, registration, accident history, finance owing, title, roadworthiness, and any other material fact — are your responsibility. Herington Corporation Australia Pty Ltd does not guarantee the accuracy of those statements and is not liable for them except to the extent liability cannot lawfully be excluded.

Fees: During the current launch phase, standard listings are free, unless otherwise stated in the Listing Details at the time of listing or renewal.

Pricing: You set the asking price for your vehicle. Herington Corporation Australia Pty Ltd may later introduce pricing tools, repricing prompts, or structured price-adjustment mechanisms in a future version of this Agreement or at renewal, but no mandatory price reduction applies under this Version 1 Agreement.

Sale structure: Unless your listing is expressly identified by the Platform as a Dealer-Owned Vehicle, Platform-Owned Vehicle, Consigned Vehicle, or a vehicle subject to an activated Step-In Service, you are selling directly to the Buyer and remain responsible for the sale.

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.

Step-In Options:

Standard Step-In (future finance facilitation): If later offered, we may act in a more active facilitation role to satisfy finance company or transaction-structure requirements. If that occurs, the specific step-in terms for that transaction will apply.

Dealer Step-In / Premium Path (future model): If later offered and expressly elected, Herington Corporation Australia Pty Ltd may take a more active dealer role in the sale under separate or updated terms.

Risk Disclaimer: Unless your listing is expressly identified as a Dealer-Owned Vehicle, Platform-Owned Vehicle, Consigned Vehicle, or a listing subject to an activated Step-In Service, you are selling directly to the Buyer.

Herington Corporation Australia Pty Ltd accepts no responsibility for the condition of your vehicle, the accuracy of your representations, title issues, statutory warranty obligations, or compliance obligations attaching to your sale, except to the extent liability cannot lawfully be excluded.

Optional products and future features: Herington Corporation Australia Pty Ltd may later offer optional services or features through the Platform, including premium listing products, verification requirements, inspections, finance facilitation, warranty-related products, consignment arrangements, structured pricing tools, or physical market or event-based sale models. These do not apply unless expressly introduced under updated terms, listing settings, renewal terms, or separate written agreements.

No guaranteed sale: Herington Corporation Australia Pty Ltd does not guarantee traffic, enquiries, offers, finance approval, or sale of your vehicle.

Termination / Expiry: If your vehicle is not renewed at the end of the 21-day listing period, the listing expires. We may also suspend, remove, or decline to renew a listing where this Agreement, the Platform Rules, or current listing requirements are not met.

1. Definitions

Agreement means this Seller Listing Agreement, including any Schedule, Listing Details, Platform Rules, renewal terms, policies incorporated by reference, and any updates accepted by the Seller.

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, 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 by or for the Seller.

Listing Details means the commercial and operational settings shown to the Seller at the time of listing or renewal, including listing period, fees, category, requirements, visibility settings, and any applicable special conditions.

Listing Period means the period during which a Listing remains active on the Platform, being 21 days from publication unless otherwise stated in the Listing Details.

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, seller requirements, community standards, platform procedures, operational settings, and policies published or applied by the Agent from time to time.

Publication or Published means the time when a Listing is made live and publicly visible on the Platform.

Renewal means any reactivation, republication, extension, continuation, or relisting of a Listing after or near the end of its current Listing Period.

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 listed by the Seller under this Agreement.

2. Appointment and Role of the Agent

2.1 The Seller appoints the Agent on a non-exclusive basis to:

- a. host and publish the Listing on the Platform;
- b. provide marketplace, messaging, and administration services in relation to the Listing;
- c. facilitate introductions and communications between the Seller and prospective Buyers;
- d. perform moderation, review, fraud prevention, quality control, and related marketplace functions; and
- e. do anything reasonably necessary for the operation of the Platform and the administration of Listings.

2.2 During the Launch Phase, the Agent primarily acts as platform operator and introducing agent 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 sale of the Vehicle.

2.4 The Seller 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 The Seller further acknowledges that 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. Eligibility to List and Seller Authority

3.1 The Seller warrants that:

- a. the Seller is the legal owner of the Vehicle or is fully authorized by the legal owner to list and sell it;
- b. the Seller has the legal right to enter into this Agreement;
- c. the Vehicle may lawfully be offered for sale; and
- d. all information provided to the Agent is true, accurate, current, and complete.

3.2 The Agent may require the Seller to provide any information or documents reasonably requested before publication or renewal, including:

- a. proof of identity;
- b. proof of ownership or authority to sell;
- c. registration details;
- d. finance payout information;
- e. encumbrance details;
- f. odometer details;
- g. inspection, roadworthiness, or service records;
- h. photographs, videos, or other supporting material; and
- i. any other information reasonably required for legal compliance, verification, moderation, or fraud prevention.

3.3 The Agent may refuse to publish or renew a Listing if the Seller does not provide information or documents reasonably requested.

4. Listing Requirements

4.1 The Seller must ensure that all Listing content is accurate, lawful, and not misleading or deceptive.

4.2 The Seller must promptly update the Listing if any material information changes, including:

- a. price;
- b. registration status;
- c. finance owing or payout position;
- d. availability;
- e. condition;
- f. roadworthiness;
- g. odometer reading;
- h. accident, repair, or write-off history; or
- i. any other matter that could materially affect a Buyer's decision.

4.3 The Seller must not:

- a. list a Vehicle that the Seller is not entitled to sell;
- b. use false or misleading photos, descriptions, or specifications;
- c. conceal material defects or material title issues;
- d. create duplicate, spam, misleading, or deceptive Listings; or
- e. use the Platform in breach of law or the Platform Rules.

5. Listing Term and Renewal

5.1 A Listing begins on Publication.

5.2 Unless otherwise stated in the Listing Details, each Listing remains active for 21 days from Publication.

5.3 At the end of the Listing Period, the Listing expires automatically unless renewed.

5.4 The Agent may send reminders before expiry or after expiry, but failure to send a reminder does not prevent expiry.

5.5 Renewal or republication of a Listing is subject to:

- a. this Agreement as then in force;
- b. the Platform Rules as then in force;
- c. any fees, settings, controls, or requirements applicable at the time of Renewal;
- d. any verification or additional information reasonably requested by the Agent; and
- e. the Seller continuing to meet all eligibility and compliance requirements.

5.6 The Agent may refuse Renewal where:

- a. the Listing no longer complies with current requirements;
- b. the Seller has breached this Agreement or the Platform Rules;
- c. the Listing content is stale, inaccurate, incomplete, duplicated, or misleading;
- d. the Vehicle information has not been updated sufficiently for republication;
- e. current platform settings or eligibility requirements are not met; or
- f. the Agent reasonably considers the Renewal inappropriate for legal, operational, quality, safety, reputational, or fraud-risk reasons.

5.7 The Seller acknowledges and agrees that no perpetual right is created to keep a Listing active under any prior agreement version, older fee model, older settings, or older operational rules beyond the end of the current Listing Period.

5.8 Any Renewal may require acceptance of updated terms then in force.

6. Fees and Charges

6.1 During the current Launch Phase, standard listing fees are nil, unless otherwise stated in the Listing Details.

6.2 The Agent may later introduce or apply, whether generally or for particular listing categories or products:

- a. listing fees;
- b. renewal fees;
- c. premium placement fees;
- d. verification charges;
- e. inspection-related charges;
- f. transaction facilitation fees;
- g. optional service fees; and
- h. other marketplace charges.

6.3 Any fee introduced after initial Publication will apply prospectively, including on Renewal, republication, or to any optional product or service separately elected by the Seller.

6.4 Fee schedules, pricing tables, product settings, and commercial terms published by the Agent or displayed in the Listing Details form part of this Agreement where applicable.

7. Pricing and Price Changes

7.1 The Seller is responsible for setting the asking price for the Vehicle.

7.2 The Agent may provide pricing prompts, analytics, non-binding pricing tools, market insights, or visibility guidance.

7.3 The Seller may change the asking price while the Listing is active, subject to:

- a. the Platform Rules;
- b. moderation controls;
- c. technical restrictions; and
- d. any listing settings then applicable.

7.4 The Agent may, in later marketplace phases or later versions of this Agreement, introduce structured pricing tools, markdown mechanisms, repricing requirements, visibility consequences, campaign-based price prompts, or renewal-related pricing requirements.

7.5 Any such pricing-related feature will only apply if:

- a. it is expressly introduced by the Agent; and
- b. it forms part of the terms, Listing Details, Platform Rules, or Renewal terms accepted by the Seller.

7.6 Nothing in this Version 1 Agreement requires the Seller to apply any mandatory price reduction during the current Listing Period.

8. Seller Warranties and Disclosure Obligations

8.1 The Seller warrants and represents that:

- a. the Seller has authority to list and sell the Vehicle;
- b. all information supplied to the Agent and to Buyers is true, accurate, complete, and not misleading;

- c. the Vehicle is not stolen;
- d. any finance, encumbrance, security interest, payout obligation, or title issue affecting the Vehicle has been accurately disclosed;
- e. any accident, repair, write-off, odometer, defect, roadworthiness, registration, or history issue that could materially affect value or desirability has been accurately disclosed; and
- f. the Seller will comply with all applicable laws in relation to the advertising and sale of the Vehicle.

8.2 The Seller must not omit any material fact likely to affect a Buyer's decision.

8.3 The Seller acknowledges that the Agent may rely on information supplied by the Seller without independently verifying every aspect of that information.

9. Buyer Interaction and Sale Structure

9.1 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 sale arising from the Listing is a transaction between the Seller and the Buyer.

9.2 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.

9.3 In the case of a standard third-party seller Listing, the Seller remains solely responsible for:

- a. negotiating and agreeing sale terms with the Buyer;
- b. legal disclosures;
- c. title and transfer obligations;
- d. compliance with any law applying to the sale;
- e. delivering the Vehicle in the condition represented; and
- f. resolving disputes arising from the Vehicle or the sale, subject to any law that cannot be excluded.

9.4 The Seller must promptly mark the Vehicle as sold, withdrawn, unavailable, or otherwise no longer available if that becomes the case.

10. Dealer-Owned, Platform-Owned, Consigned and Step-In Listings

10.1 The Seller 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.

10.2 No such sale structure applies to the Seller's Listing unless it is expressly activated, identified, or agreed in writing.

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

10.4 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.

10.5 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.

11. Optional Products and Third-Party Services

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

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

11.3 The Seller 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.

12. Platform Rules and Seller Conduct

12.1 The Seller must use the Platform lawfully, honestly, and in good faith.

12.2 The Seller must not:

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

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

13. Suspension, Removal, Withdrawal and Expiry

13.1 The Agent may edit, moderate, suspend, hide, decline, de-prioritise, or remove a Listing at any time where it reasonably considers that:

- a. the Listing breaches this Agreement or the Platform Rules;
- b. the Listing is inaccurate, misleading, duplicated, stale, incomplete, or low quality;
- c. the Vehicle or Seller presents legal, fraud, safety, reputational, or compliance risk;
- d. the Listing has expired;
- e. the Seller has not supplied required information; or
- f. such action is reasonably necessary for platform integrity, moderation, or compliance.

13.2 The Seller may withdraw a Listing at any time before sale, subject to any applicable Listing Details or Platform Rules.

13.3 Expiry, withdrawal, suspension, removal, or refusal of Renewal does not:

- a. affect rights already accrued;
- b. release the Seller from liability for earlier breaches, misrepresentations, or unlawful conduct; or

- c. prevent the Agent from retaining records for legal, compliance, evidentiary, moderation, or operational purposes.

14. No Guarantee of Sale, Traffic or Outcome

14.1 The Seller acknowledges that the Agent does not guarantee:

- a. any minimum number of views, enquiries, messages, or offers;
- b. that the Vehicle will sell within the Listing Period or at all;
- c. that any Buyer is genuine, suitable, solvent, or serious;
- d. finance approval for any Buyer;
- e. uninterrupted or error-free operation of the Platform; or
- f. any particular commercial result from the Listing.

14.2 The value of the Listing service depends on many matters outside the Agent's control, including market demand, pricing, vehicle condition, buyer behaviour, competition, and the quality and completeness of seller-supplied information.

15. Liability and Risk Allocation

15.1 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 the Vehicle;
- b. title defects, encumbrances, payout issues, or transfer disputes;
- c. statements made by the Seller;
- d. Buyer conduct or any failure of a Buyer to proceed;
- e. platform downtime, delays, technical issues, or missed opportunities;
- f. any loss arising from expired listings or refusal of Renewal; or
- g. any indirect, special, incidental, or consequential loss.

15.2 In relation to standard third-party seller Listings, all sale-related responsibility remains with the Seller except to the extent otherwise expressly agreed in writing.

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

16. Indemnity

16.1 The Seller indemnifies the Agent and its officers, employees, contractors, and agents against any claim, demand, action, loss, liability, damage, cost, or expense arising out of or in connection with:

- a. any inaccurate, incomplete, misleading, or deceptive statement made by the Seller;
- b. any defect in title, ownership, authority to sell, or transferability of the Vehicle;
- c. any breach of law by the Seller;
- d. any dispute with a Buyer relating to the Vehicle or the sale;
- e. any breach of this Agreement or the Platform Rules by the Seller; or
- f. any allegation that the Agent is responsible for obligations that remain, under this Agreement, the Seller's responsibility.

16.2 This indemnity survives expiry, withdrawal, suspension, removal, termination, Renewal refusal, and completion of any sale.

17. Records, Electronic Acceptance and Evidence

17.1 The Seller acknowledges that the Agent may keep records of:

- a. the version of this Agreement accepted by the Seller;
- b. the date and time of acceptance;
- c. the Listing Details applying at Publication or Renewal;
- d. the Seller account associated with acceptance;
- e. IP address, device, browser, and session information associated with acceptance;
- f. listing content, price history, edit history, Publication date, expiry date, and Renewal history; and
- g. messages, enquiries, moderation events, and compliance actions relating to the Listing.

17.2 Electronic acceptance of this Agreement is binding.

17.3 A record generated or retained by the Agent concerning acceptance, Publication, Renewal, expiry, or Listing settings is prima facie evidence of those matters, unless shown to be incorrect.

18. Privacy

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

18.2 The Seller consents to the use of information reasonably necessary for platform operation, listing publication, moderation, fraud prevention, compliance, support, and dispute handling.

19. Variation and Future Marketplace Phases

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

- a. listing fees or renewal fees;
- b. premium listing products;
- c. structured pricing tools or pricing requirements;
- d. enhanced seller verification;
- e. inspection requirements;
- f. finance facilitation;
- g. consignment services;
- h. Step-In Services;
- i. physical market or event-based sale models; and
- j. other marketplace products or operational controls.

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

- a. updated terms accepted by the Seller;
- b. Listing Details;
- c. Platform Rules;
- d. Renewal terms; or
- e. separate written agreements.

19.3 A change to the Platform or its future offerings does not automatically alter the terms applying to the Seller's current active Listing before expiry, unless the Agreement or applicable law clearly permits that change to apply earlier.

19.4 For avoidance of doubt, the principal point for applying updated settings, fees, controls, or requirements is Renewal or republication.

20. Governing Law and Jurisdiction

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

20.2 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.** Listing Period: 21 days from Publication unless otherwise stated in the Listing Details.
- 5.** Standard Listing Fee: Nil during the current Launch Phase unless otherwise stated in the Listing Details.
- 6.** Renewal: Subject to current terms, current Platform Rules, current listing settings, and any current eligibility requirements at the time of Renewal.
- 7.** Mandatory Structured Price Reduction: Not active in Version 1.
- 8.** Physical Market Attendance Requirements: Not active in Version 1.
- 9.** PPSR Registration / GPS Enforcement Requirements: Not active in Version 1.
- 10.** Step-In Services: Not active by default in Version 1 unless separately offered and expressly accepted.
- 11.** Dealer-Owned / Platform-Owned / Consigned / Step-In Listings: These may exist on the Platform, but do not apply to a Seller's Listing unless expressly identified or agreed.

Seller acknowledgement

By signing or electronically accepting this Agreement, the Seller acknowledges that the Seller has read, understood, and agreed to be bound by this Seller Listing Agreement, including the Cover Page – Material Terms (Plain-English Summary).