

**Honda Australia Vehicle Order Terms and Conditions****1 Definitions**

“**Accessories**” mean parts and accessories to be fitted to the Vehicle, whether Honda Genuine or not.

“**Contract**” means the formal contract of sale generated for your Vehicle.

“**Deposit**” means the amount next to “Deposit Agreed” on this Order.

“**Honda Centre**” means the Honda Representative’s address as set out in this Order.

“**Honda Representative**” means the entity described in the Order which is located at the Honda Centre.

“**Purchaser**” means the purchaser/owner described in the Order.

“**Trade-In Vehicle**” means any trade-in vehicle, or vehicles, described in the Order.

“**Vehicle**” means the vehicle described under the Vehicle Details, including any Campaigns, Accessories and other items described in the Honda Genuine section described on the Order.

**2 Terms and Conditions**

- 2.1 By placing this Order and ticking the box provided, you accept and agree to be bound by these terms and conditions.
- 2.2 These terms and conditions apply between the Purchaser (“**You**” or “**Your**”) and Honda Australia Pty Ltd (“**Honda Australia**”) ACN 004 759 611 LMCT 4136 (VIC), MD28946 (WA), 6118 (TAS), MD085225 (NSW) and/or the Honda Representative.
- 2.3 By accepting these terms and conditions, You:
  - 2.3.1 agree to pay the Deposit specified in Your Order as holding fee for a Vehicle that is the same or similar to the Vehicle described in Your Order;
  - 2.3.2 confirm Your intention to purchase the Vehicle that is the same or similar to the Vehicle described in Your Order, subject to entering into a legally binding Contract;
  - 2.3.3 understand that the information that appears on the Order including the estimated value of any Trade-In Vehicles and estimated delivery date is indicative only and may be varied by Honda Australia or the Honda Representative, subject to the terms and conditions contained in the Contract;
  - 2.3.4 warrant that You are over the age of 18 years and are currently located and residing in Australia; and
  - 2.3.5 acknowledge that Honda Australia may perform its obligations under these terms and conditions via the Honda Representative.

**3 Order Process and pricing**

- 3.1 To place an Order, You must configure the Vehicle, provide the required customer details, select the desired Honda Centre for delivery purposes, accept these terms by ticking the box and pay the Deposit. The Order is a confirmation of Your intention to purchase the motor vehicle and is not a contract of sale of the motor vehicle.
- 3.2 Pricing for any Accessories contained in the order or any concessions to be applied to the Order are estimates only and will be confirmed by the Honda Representative after the deposit is paid and Contract is generated.
- 3.3 Once the above is complete, a Contract will be generated by Honda Australia or the Honda Representative in relation to the motor vehicle that You have selected including any Accessories and any additional products or services that You have requested be supplied by Honda Australia or the Honda Representative.
- 3.4 Once the Contract is received by You, You must sign and return the Contract to Honda Australia or the Honda Representative within 7 business days. If You fail to do so, Honda Australia or the Honda Representative may assume that You no longer wish to proceed with the transaction and may cancel the Order and issue a refund for Your Deposit. Any Vehicle on the Contract will no longer be held on reserve for You.
- 3.5 Once the Contract is signed, in the event of any inconsistency between the terms and Conditions of this Order and the Contract, the terms and conditions of the Contract will prevail.

**4 Trade-In Vehicle**

- 4.1 You acknowledge and agree that the Trade-In Vehicle value displayed in this Order is an estimate only. The final Trade-In Vehicle value will be confirmed in the Contract and upon inspection and evaluation by the Honda Representative.

**5 Cancellation and Deposit Refund**

- 5.1 You may cancel this Order by providing formal notice either in writing by email to Honda or the Honda Representative or a cancellation through your MyHonda account within 7 business days of placing your Order. If you cancel your Order, Honda Australia or the Honda Representative will cancel Your Order and Your Deposit will be refunded.
- 5.2 During the 7 business days period set out in clause 5.1 you will be issued Your Contract. If You do not sign Your Contract within this time period Your Order may be cancelled and Your Deposit will be refunded.
- 5.3 You acknowledged that upon signing Your Contract, the terms governing termination and refund of Deposit rights will be as set out in Your Contract and will supersede these terms.
- 5.4 Honda or the Honda Representative may cancel your Order:
  - 5.4.1 if You commit a breach of these terms;
  - 5.4.2 if the Vehicle on Order is no longer available; or
  - 5.4.3 if it is reasonably suspected that You intend to purchase the Vehicle for purpose of exporting overseas,
 upon which Your Deposit will be refunded in accordance with clause 5.5.
- 5.5 Honda Australia or the Honda Representative reserves the right to make refunds in a singular payment in accordance with a method that payment was received, unless otherwise agreed with the You.

## **6 Warranties and Communications**

- 6.1 You warrant that You have provided all necessary information to the Honda Australia and/or the Honda Representative and that the information provided is true and correct.
- 6.2 It is the Your responsibility to notify Honda Australia and the Honda Representative of any changes to Your contact information necessary for Honda Australia and the Honda Representative to provide updates on the Vehicle purchase and Deposit.

## **7 Personal Information and Privacy**

- 7.1 Your personal information will be handled according to the Personal Information Collection Statement which was ticked and accepted during the order phase in and accordance with the Privacy Policy. <https://www.honda.com.au/privacy>
- 7.2 For payment made with a credit card, Your payment details will be processed through the payment gateway provided by Adyen N.V. As part of processing your payment, Adyen N.V. may collect your information, which will be collected and used in accordance with its Privacy Statement. <https://www.adyen.com/privacy-policy>
- 7.3 Honda Australia and/or the Honda Representative do not collect Your credit card information.