

Sales Agreement

This Agreement made this **FIRST** day of **NOVEMBER** 1928, between **GENERAL MOTORS (AUSTRALIA) PROPRIETARY LIMITED** a Company incorporated in the State of Victoria, and having a Branch Office at **MARRICKVILLE SYDNEY** in the State of **NEW SOUTH WALES** hereinafter called "the Company," and

F. GAUKROGER & SONS.

an (individual
co-partnership
limited liability
Company

located at **INVERELL** in the said State hereinafter called "the Dealer."

Witnesseth:

I. Subject to the terms hereof, the Company hereby grants to the Dealer the exclusive right to sell new **"PONTIAC"** passenger cars, trucks and chassis in the following territory: Shires of Macintyre and Bannockburn ALSO THAT portion of the Shire of Guyra bounded on the east by Moredun Creek and including the settlements of Tingha, Hilton and Moredun ALSO the shire of Ashford excepting an area of twenty-five miles radius from the township of Texas (Queensland) and including the township of Bonshaw.

and will use every reasonable precaution to preserve such right to the Dealer while this Agreement is in force.

II. The Dealer shall sell **"PONTIAC"** passenger cars, trucks and chassis for location and use within said territory and not elsewhere directly or indirectly.

III. If any current model **"PONTIAC"** passenger car truck or chassis sold to the Dealer is located and used in any territory other than his own for a continuous period of two months during the first four months after its original sale at retail this shall constitute an Infringement. In such event said Dealer shall pay to the Company 10% of the current retail price of that model, for the benefit of the Dealer infringed and the Dealer infringed shall accept such sum as liquidated damages and full settlement.

Notwithstanding anything herein contained, the Dealer agrees that a Metropolitan Distributor appointed by the Company provided he obtains the previous written consent of the Company may sell **"PONTIAC"** passenger cars, trucks or chassis for location and use but not for resale in the territory of the Dealer, to a Firm, Company, Government (Federal or State), Public Body or Municipal Council, which uses fleets of cars or trucks for business purposes and has a recognised Purchasing Department within the territory controlled by such Metropolitan Distributor. In the event of such sale, the distributor shall pay one half of the gross profits in respect of such sale to the Company for the benefit of the Dealer in whose territory the passenger cars, trucks or chassis will be located and used during the infringement period outlined above instead of the regular 10% Infringement Commission, and such sum shall be accepted by the Dealer as liquidated damages and full settlement.

The Company shall not itself be liable to any infringed dealer, except for damages actually collected by it from the infringing dealer or metropolitan distributor as the case may be.

IV. The Company reserves the right to sell **"PONTIAC"** passenger cars, trucks and chassis, and spare parts, for use but not for resale, as new to Federal and State Governments, Public Bodies, Municipal and Shire Councils and their Departments and Agencies, to Diplomatic and Consular Representatives, to Philanthropic and non-commercial Institutions, to Companies doing business in more than one State of the Commonwealth or internationally on a large scale. In such cases, provided such vehicles are for location and use in the Dealer's territory, the Company shall pay to the Dealer the amount (if any) by which the price received by the Company exceeds the price of the same vehicles to the dealer, less any expense incurred by the Company in consummating the sale. The Company also reserves the right to sell any of its products to its employees, or to employees of any affiliated Company without payment of any profit, commission or other remuneration to the Dealer.

V. The Dealer shall use his best effort for the promotion of **"PONTIAC"**