



TERMS & CONDITIONS

1. QUOTATIONS:

1. Are subject to confirmation by the Vendor in writing and unless otherwise stated shall be in accordance with these conditions of sale.
2. Quotations shall not be capable of acceptance after 60 days from date of quotation, unless such quotation is stated to be open for a specific period in excess of 60 days.
3. The acceptance of quotations includes the acceptance of the following terms and conditions except insofar as any of them may have been varied in writing by an authorised Officer of the Vendor.
4. All orders accepted are based on prices known by the Vendor at the time of receipt of orders.

2. DESCRIPTION:

Specifications, drawings and particulars of weights and dimensions submitted with the Vendor's quotation are approximate only, and the description and illustrations contained in the Vendor's catalogues, price list and other advertising material experience and are such as are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.

3. PERFORMANCE:

1. All performance standards given by the Vendor are based upon the Vendor's experience and such as the Vendor expects to obtain on test. Any production estimates or times given will be based on Purchaser's requirements and / or specifications in Vendor's possession at the time the order is placed. Fulfilment of production estimates may vary depending on other commitments taken by the Vendor prior to Purchaser's final order.
2. The operating capability of the goods after delivery by Vendor is contingent upon the Purchaser's supervision, and overall handling of equipment. The Vendor shall be the sole judge as to whether the Purchaser is responsible for any operating deficiencies in the goods. The Vendor shall not be liable for any operating deficiencies that are attributed to any such cause or conditions that have been caused by or attributed to the Purchaser.
3. The Purchaser assumes responsibility for the capacity and performance of the goods being sufficient and suitable for its purpose.
4. In the event of the goods being defective, or the performance failing to fulfil the terms of any express guarantee the Purchaser shall give to the Vendor reasonable time and opportunity to remedy the defect or to comply with the terms of any such guarantee.

4. PRICE:

1. All quoted prices for Wheelchair modifications are exempt from G.S.T and expressed in Australian currency, prices on actual motor vehicles will carry a G.S.T value unless purchaser is exempt from such taxes.
2. All quoted prices are based upon the cost of material, labor, transport and of conforming to statutory obligations ruling at the date of the quotation and also in the case of goods or components to be imported from overseas or procured from elsewhere in Australia, upon the Customs Tariff Classifications, rates and basis of computation, rates of Tax exchange, Freight, Insurance Premiums, Shipping Expenses, Wharfage Stacking Charge, Customs Agency and Attendance and Cartage prevailing at the date of the quotation. If between that date and the date of delivery in accordance with Condition 7 (1) hereof, variations shall occur in these costs, the Vendor shall be at liberty to amend the prices to provide for these variations, and the Purchaser shall be bound to pay the amended price.
3. Any extra costs incurred on account of delays, interruptions, or suspensions of work due to the Purchaser's instructions or lack of instructions shall be added to the contract price and shall be paid by the Purchaser.

5. TERMS OF PAYMENT:

1. If the purchaser fails to pay in accordance with the terms of payment as detailed in the quotation or to comply with any Vendor requirements, Vendor may at its option cancel any work in progress or suspend delivery of any vehicle of the order and claim loss of profits arising the provisions hereof or on the appointment of a Receiver and Manager, Provisional Liquidator of the Purchaser, therefore any amount unpaid on the contract shall thereupon immediately become due and payable.
2. Method of payment must be by Bank cheque or electronic transfer; no other method will be accepted.
3. First payment shall be made by Purchaser to secure a spot in line with a non-refundable 10% deposit, followed by 40% before works commence.
4. Final balance shall be paid by the Purchaser before goods will be delivered.
5. Purchaser shall organise to inspect goods and/or modifications before final payment is made.

6. LIMITATION OF LIABILITY FOR VEHICLES:

1. The Company maintains insurance coverage applicable only to loss of or damage to customer vehicles that is directly and proximately caused by the negligence or willful misconduct of the Company or its employees while acting within the scope of their duties.
2. The Company shall not be liable for, and its insurance shall not provide coverage for, any loss of or damage to customer vehicles arising from causes not attributable to the Company, including but not limited to acts of God, weather conditions, theft, vandalism, fire, collision, or the acts or omissions of third parties.
3. Customers/ Purchasers expressly acknowledge and agree that any such loss or damage occurring while a vehicle is on the Company's premises is the sole responsibility of the vehicle owner.

7. DELIVERY:

1. All delivery dates are made in good faith and are based on the circumstances existing at the

time the order is placed. However, should the Vendor be late in making delivery or in completing the contract for any cause out of its control, it shall not be deemed that the contract shall be broken, nor shall the Purchaser have any right to refuse delivery on this account nor shall the terms of payment be varied.

2. If after delivery Purchaser has not taken physical delivery of the goods, the Purchaser shall pay such amount for storage and other handling charges (if applicable) as and when notified to the Purchaser by the Vendor.

3. The Vendor shall insure the goods until the goods are delivered to the Purchaser.

4. The Vendor is not responsible for any cost incurred by the purchaser in relation to a late delivery.

5. The Purchaser must, on the giving of notice from the Vendor, collect the goods from the Vendor's nominated address. In the event that the goods are not collected pursuant to that notice and the Purchaser arranges for collection of the goods by a third party contractor, then despite any other clause of these terms, risk in relation to the goods passes to the purchaser immediately upon the goods being loaded by the third party contractor and the Purchaser is responsible for and indemnifies the Vendor in relation to any damage occasioned to the goods on and from the time that the goods are loaded by the Purchaser's third party contractor.

8. WARRANTY AND LIABILITY:

1. Subject to proper use, operating conditions as defined by the Manufacturer, maintenance, and conditions of storage on the initial site provided by the Purchaser, the Vendor undertakes to repair or replace all goods which shall during the # Year/## kms (Varies between mods) immediately following the date on which the goods are delivered be found to be defective due to either faulty workmanship or the use of defective materials.

2. Any claims as to quality, description or performance of the equipment must be made to the Vendor in writing immediately upon discovery by the Purchaser. Failing such claim, all goods shall be considered as accepted by the Purchaser as correct and in accordance with the particulars stated in the quotation or invoice, and not be the subject of any claim.

3. In any case the Purchaser shall, unless otherwise arranged and agreed, dispatch within fourteen days the part or parts alleged to be defective to the Vendor free and freight paid together with a full report thereon. Should it be found that the defect is due to faulty workmanship or defective materials, the Vendor will at its option repair or replace the part or parts and return them to the Purchaser freight paid. The Purchaser shall provide free of charge the time and opportunity for effecting any alterations or repairs to the goods which the Vendor considers necessary and for delivering replacement goods or parts. In the case of goods supplied by the Vendor, the sole responsibility of the Vendor shall be able to give the Purchaser the same warranty as given to the Vendor by the Manufacturer thereof, provided that the Vendor shall not be called upon to bear any liability or expense greater than the amount recovered from the manufacturer thereof.

9. SURFACE FINISH AND COLOUR:

Unless otherwise stated goods will be supplied to Manufacturers standard finish. Where Purchaser specifies colour of equipment all efforts will be made to match samples provided, however neither the Vendor nor the Manufacturer accepts responsibility for a colour variation.

10. CANCELLATIONS:

Once an order is accepted by the Vendor it cannot be cancelled without the consent of the

Vendor given in writing and if such consent is given then the Vendor may make a cancellation charge to the Purchaser which cancellation charge will be sufficient to cover the Vendor's expenses and the cost to the Vendor of the work involved. Where an order is cancelled pursuant to the provisions of this Condition then such expenses and cost of the Vendor will be charged in full to the purchaser.

11. LEGAL CONSTRUCTION AND JURISDICTION:

1. These conditions shall override all other inconsistencies therewith unless a special contract is made in writing expressly providing for waiver, modifications, or variations therein, duly executed by a properly authorised officer of the Vendor.
2. It is hereby agreed that there are no understandings agreements or representations expressed or implied relating to the contract other than those specified in writing in the quotation which entirely supersedes all previous quotations, negotiations, and discussions for the purpose of preparing the quotation.
3. The contract shall in all respects be construed and operate in conformity with the law of the State of New South Wales and the Purchaser agrees that the Supreme Court of the State of New South Wales or any Court having jurisdiction to hear an appeal therefrom shall have jurisdiction to hear and determine all proceedings and disputes between the Vendor and the Purchaser relating to any matters arising under the contract and that the Purchaser irrevocably subjects itself and its properties to such jurisdiction.
4. In a customer transaction these terms and conditions have effect subject to the provisions of the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as amended from time to time.
5. References to statutes in these terms and conditions include references to those statutes as amended from time to time.