

Terms and Conditions of Trade (Goods and Services)

We supply all goods and services to you subject to the following terms and conditions. By placing an order with us you accept these terms and conditions, despite anything to the contrary stated on your order or any similar document.

1. Price and Payment

- 1.1 All orders are filled at prices current at the date of acceptance of your order.
- 1.2 All prices are exclusive of GST and delivery costs, unless otherwise stated.
- 1.3 Payment is due on the 20th of the month following the date of the invoice, unless otherwise approved in writing by us.

2. Delivery/Performance

- 2.1 Dates given for delivery of goods or performance of services are stated in good faith and we will use our best endeavours to meet them. However, such dates are not to be treated as a condition of the sale and if delivery or performance is delayed for any reason, we will not be liable to you for any loss suffered.
- 2.2 We will not accept a claim for discrepancy in any delivery of goods (versus the goods ordered) unless you make written claim to us within 48 hours of delivery.

3. Ownership/Risk

- 3.1 Risk in any goods supplied and documents resulting from services provided by us will pass to you on delivery to you or your nominated carrier.
- 3.2 Ownership of any and all goods and any documents which are the product or any services will remain with us until we receive payment in full for them and all other amounts owed to us.

4. Our Liability

- 4.1 In relation to goods, we warrant that the goods will comply with the description given by us in our advertising literature and on our website.
- 4.2 In relation to services, we warrant that we will use all reasonable endeavours to ensure that the product or result of the services is accurate, based on the information given by you and the information available to us from vehicle manufacturers and their agents. However, we do not guarantee that the product or result of the services will be 100% accurate in every case.
- 4.3 With the exception of the warranties given paragraphs 4.1 and 4.2, no warranty, guarantee, condition or representation will bind us or be implied against us by statute or otherwise unless it is given by us in writing and signed on our behalf.
- 4.4 Without limiting paragraphs 4.3 and 5.2, our liability in relation to the supply of any goods or services is limited to the purchase price of the goods or services concerned. We have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage of any kind (including loss or revenue or profits) however arising.

5. Claims/Credits

- 5.1 If you wish to make a claim that any goods or services supplied by us breach the warranty in paragraph 4.1 or 4.2, you must return the goods (if applicable), give us a written claim identifying the problem with the goods or services (as applicable), and supply us with a copy of the relevant invoice(s). We will then investigate the claim

and, if we accept that there is a breach of paragraph 4.1 or 4.2, we will (at our discretion) either supply replacement goods/re-supply the services, or give you a credit for the price paid for the goods or services.

5.2 All claims must be made within 1 month of the date of delivery of the goods or services. We will have no liability to you for any claim lodged outside this time.

5.3 If you wish to return goods which are not faulty or defective, we may choose to accept such goods and give you a credit, but will not be bound to do so.

6. Late or Non-Payment or other Default by you

6.1 If you:

- (a) fail to make any payment due under these terms and conditions on the due date; or
- (b) breach any other of these terms and conditions; or
- (c) become insolvent or bankrupt (or, in our view are likely to become so in the near future)

then we may exercise all or any of the following rights (without limiting or affecting any other rights or remedies we may have):

- (d) If you have failed to make any payment due on the due date, charge you default interest on the overdue amount from the date due until it is paid. The interest rate will be a registered bank overdraft interest rate nominated by us from time to time plus 4%;
- (e) Cancel any/all orders of goods or services made by you and accepted by us;
- (f) Demand payment of all amounts payable for goods delivered and/or services which have already been supplied but not paid for (even though the date for payment may not have otherwise arrived);
- (g) Withhold delivery of any goods and/or services ordered by you but not yet supplied;
- (h) Recover from you any and all goods supplied and documents resulting from services provided to you which have not been paid for (and in which we have retained ownership under paragraph 3.3), and you grant us an irrevocable licence to access your premises to do so;
- (i) Recover from you all costs and expenses (including debt collection and legal costs on a solicitor/client basis) incurred by us in enforcing or attempting to enforce our rights under these terms and conditions.

7. General

7.1 We will not be in breach of these terms and conditions because of any failure to supply goods or services which is directly or indirectly due to any cause beyond our reasonable control.

7.2 No waiver by us or any term or condition will constitute a waiver of any other term or condition, and we will not be deemed to have waived any term or condition unless we give the waiver in writing.