

## **TERMS AND CONDITIONS**

1. **In this agreement.**
  - a. 'Egritech' means Egritech Pty Ltd (ABN 52 636 007 960), and.
  - b. 'You' means the customer and "Your' has a similar reference to the customer, and;
  - c. 'Goods' means the trailers, repairs and other goods and services specified in the invoice, and.
  - d. 'The Invoice Price' means the amount set out on the invoice.
2. **General.** You agree to accept the Goods sold by Egritech on these terms and conditions which shall apply to the exclusion of all others including any of your terms and conditions (whether on your order form or otherwise). Upon Egritech' receipt of your order you will be deemed to agree to these terms and conditions of sale to the exclusion of all others. These terms and conditions replace all previous terms and conditions.
3. **Payment.**
  - a. 50% (fifty percent) non-refundable deposit is required to secure your valid order.
  - b. Balance of payment is due on pick up of goods.
4. **Cancellation.** No order may be cancelled except with the consent in writing of Egritech and on terms which will indemnify Egritech against all direct, indirect and consequential losses.
5. **Returned Goods.** Egritech shall not be under any obligation to accept goods returned by you and will only do so on terms to be agreed in writing in each individual case.
6. **Retention of title.** Egritech reserves the following rights in relation to the Goods until all accounts owed by you to Egritech are fully paid:
  - a. legal ownership of the Goods.
  - b. to enter your premises (or the premises of any associated Company or Agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
  - c. to keep or resell any Goods repossessed pursuant to clause 6(b) above.
7. **Egritech' Quotations.**
  - a. Any quotations given by Egritech shall not constitute an offer to sell. An order placed by you pursuant to the quotation given by Egritech is not binding on Egritech unless and until accepted by Egritech.
  - b. Every quotation is an estimate only and is subject to withdrawal, corrections, or alteration at any time prior to Egritech' acceptance of your order.
8. **Loss.** Egritech is not responsible for any loss to you caused for any reason which is outside Egritech direct control whether or not such loss is caused by Egritech'

negligence or that of its servants, agents or subcontractors. Your attention is directed to the provision of the Trade Practices Act 1974 ('the Act') and other similar legislation which require Egritech to warrant the suitability and fitness of the goods. All such legislative and common law condition, warranties and other rights provided to you are excluded except where it is not lawful to do so. Your attention is directed to Section 68A of the Act. Egritech requires goods to be returned to the place of purchase, and elects to limit its liability as allowed, to any one or more of the following as Egritech may choose:

- a. the repair of the goods, or
  - b. the replacement of the goods or the supply of equivalent goods,
9. **Exclusion.** Egritech shall not be liable in tort, contract or otherwise for any damage, injury or losses (including economic loss) of any kind suffered or purported to be suffered by you or any third party resulting from, arising out of, or in connection with the acquisition, delivery, use or possession of the goods howsoever caused, including, but not limited to any negligence or breach of contract by Egritech. All legislation which requires Egritech to warrant the suitability and fitness of the goods or services, other common law conditions, warranties and rights provided to you is excluded except where it is not lawful to do so. As permitted at law Egritech will not be responsible for:
- 10.
- a. Defects in goods which Egritech could not reasonably have been aware of at the time the Invoice was made.
  - b. Any loss or damage suffered by you as a result of damage to goods or delays in services to be provided by Egritech caused by events unforeseen at the time the Invoice was made.
  - c. Any loss or damage either in contract or in tort for any breach of this invoice including but not limited to loss of profits, damages, costs, and expenses.
11. **Warranty.** Egritech provides a 5-years (sixty months) structural warranty from purchase completion date for domestic use trailers, and 1-year (twelve month) structural warranty for commercial use trailers. This warranty shall not apply to, or include any of the following:
- 12.
- a. accident.
  - b. abuse or misuse.
  - c. lack of proper maintenance.
  - d. deterioration due to normal use and exposure, or;
  - e. damage and corrosion from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lightning, flood, and the like.
13. **Notification.** You agree to notify in writing Egritech of any complaint concerning goods or services provided by Egritech.

14. **Inspection.** After delivery or collection, you agree to promptly inspect the goods and notify EgriTech within seven (7) days of that date of any missing, damaged, or defected goods.
15. **Risk.** Risk in goods shall pass to you on delivery to you or your carrier.
16. **Right to Discontinue.** EgriTech may terminate this agreement without notice to you if you either go into liquidation, are wound up or dissolved or become bankrupt, enter into a scheme of arrangement with your creditors or any class thereof, or place under official management or have a receiver or manager appointed over any of your assets.
17. **Terms of Trade.**
  - a. Any purchase terms set by you are excluded unless at any time agreed in writing by us.
  - b. Where the purchaser is a company then the person or persons signing this invoice agree jointly and severally with the company to pay EgriTech any amount which is due or owing by the purchaser to EgriTech as at the date of the invoice or which may become due or owing to EgriTech by the purchaser.
18. **No Authority.** You will not raise any objection to the powers of your officers or any other person or persons purporting to act on your behalf ('your officer') who accept these invoice terms and the goods or deny liability for payment that is due even if your officer has acted outside his or her authority.
19. **Force Majeure.** EgriTech will not be liable for any delay or failure to perform our obligations if due to any act, omission or circumstance over which EgriTech could not reasonably have exercised control.
20. **Delivery.** The delivery times made known to you are estimates only and EgriTech shall not be liable for late delivery or non-delivery, and under no circumstances shall EgriTech be liable for any loss, damage, loss of profit or delay occasioned to you or your customers arising from late or non-delivery or later installation of the goods.
21. **Your Property.** Any property belonging to you under EgriTech custody shall be entirely at your risk as regards loss or damage caused to the property or by it.
22. **Place of Contract.** The Agreement shall be governed by the laws of South Australia.
23. **Deposits are non-refundable**
  1. if any cancelation of a stock item
  2. If any cancelation of a product that has been scheduled to be built
  3. If any cancelation of a product that has been built and ready for collection