

STANDARD TERMS AND CONDITIONS OF SALE

RASLARR PTY LTD

55 627 124 261

Raslarr Pty Ltd
sales@raslarr.com.au

The supply of Goods and Services by Raslarr Pty Ltd T/A Raslarr Engineering (55 627 124 261) to the Buyer will be subject to these terms and conditions of supply.

1. DEFINITIONS

In these terms and conditions, unless the context is otherwise stated or requires:

- 1.1. "Seller" means Raslarr Pty Ltd T/A Raslarr Engineering.
- 1.2. "Supplier" means the Seller.
- 1.3. "Buyer" means any person or persons, company or business entity to whom the Seller sells or supplies, or proposes to sell or supply, Goods or Services.
- 1.4. "GST" mean Goods and Services Tax.
- 1.5. "Goods" means the goods or products supplied or sold by the Seller to the Buyer.
- 1.6. "Services" means any service provided by the Seller.
- 1.7. "ACL" means Australian Consumer Law.
- 1.8. "Job", "Order" means any order placed by the Buyer in writing or via email.
- 1.9. "Quote" means any quote provide via email or in a formal document remains valid for 30 days.
- 1.10. "Terms and Conditions" relate to information set out in this document.

2. GENERAL

- 2.1. These Terms and Conditions will apply to the purchase of Goods and/or Services detailed in the Seller's quote as requested by the Buyer. The Seller Raslarr Pty Ltd T/A Raslarr Engineering a company registered in Victoria Australia under ABN 55 627 124 261 with a registered office at 5/5 Clegg Road, Mount Evelyn VIC 3140.
- 2.2. The Buyer accepts these Terms and Conditions once approval for purchase of Goods and/or Services has been received in writing and/or verbally.
- 2.3. Quotes provided by the Seller and these Terms and Conditions apply to the purchase and sale of any Goods and Services between Buyer and Seller.
- 2.4. Any quotation and/or price provided by the Seller is not and shall not be interpreted as an offer capable of acceptance or as creating an obligation to sell.
- 2.5. Any information provided by the Seller on or in websites, catalogues, price lists or adverts are of a general description only of the Goods/Services and shall not form part of this contract.
- 2.6. If the Buyer modifies or changes a Job or part of a Job after placing an Order the Seller reserves the right to charge additional labour and/or materials costs involved with the change.
- 2.7. The Sellers lead times provided are estimates only and can change on a weekly basis. The Seller will not be responsible for delays.
- 2.8. The Seller will schedule Jobs for a monthly manufacturing date.

3. PRICE

- 3.1. The price of the Goods/Services set out in the Seller's quotation is agreed upon by the Buyer once acceptance is provided.
- 3.2. If the cost of the Goods to Seller increases due to factors/circumstances outside of the Seller's control, including but not limited to, labour and materials costs or availability, delivery rates, the Seller can increase the price prior to

- delivery only if the Seller notifies the Buyer prior to delivery.
- 3.3. The price for products quoted exclude the costs of delivery, shipping and/or handling fees which will be quoted at an additional cost upon request from the Buyer.
- 3.4. Prices quoted are inclusive of GST.
- 3.5. The Buyer is required to pay the applicable GST to the Seller along with the price at the same time when the price is due as per the Conditions of Sale.
- 3.6. The Seller reserves the right to rectify price misprints and/or misinformation provided to the Buyer any time prior to beginning manufacturing the Good(s) or providing the Service.
- 3.7. Pricing is fixed, however is subject to change. The Seller will attempt to advise at the earliest date.

4. PAYMENT

- 4.1. The Seller will invoice the Buyer for the price either:
 - 4.1.1. The month prior to Goods and/or Services being conducted and/or manufactured. Or;
 - 4.1.2. Prior to Goods being shipped.
- 4.2. The Seller will specify a payment date when confirmation of Job has been provided to the Buyer. If the payment is not processed or Buyer does not provide proof of payment on or before specified date, the Seller reserves the right to cancel or reschedule the Job.
- 4.3. All payments must be made in Australian Dollar (AUD).

5. DELIVERY

- 5.1. Upon request from the Buyer, the Seller will arrange for the delivery of the Goods to the address specified in the quote, or to a location specified in writing/
- 5.2. If the Buyer does not specify a delivery address, the Seller will assume the buyer will be collecting from Seller's premises.
- 5.3. The Seller shall not be liable for any damages caused to the Goods whilst in transport.
- 5.4. Shipping insurance is available through the Seller's chosen transport company upon Buyer's request.
- 5.5. Should the Buyer not take or refuse delivery of Goods, at the Sellers discretion, we may arrange for the redelivery of Goods and charge the Buyer accordingly for any additional costs incurred.
- 5.6. If redelivery is not possible, the Buyer must either collect the Goods from the Sellers premises or the transport depot location is it being held at.
- 5.7. Any dates quoted for delivery are approximate and may change due to circumstances out of the Seller's control, such as flooding, supplier delays, COVID related delays and the Seller will not be liable for any such delays.
- 5.8. The Seller will not be liable if the Buyer provides inaccurate or incorrect delivery details and/or instructions.

6. ACCEPTANCE OF GOODS

- 6.1. It is the responsibility of the Buyer to ensure the Goods ordered are correct to what the Buyer is intending to purchase when accepting to proceed with the Job.
- 6.2. The Buyer should inspect Goods upon delivery or collection.
- 6.3. The Buyer should inform the Seller of any suspected shortages or items missing from the Goods within 7 days of acceptance or delivery.
- 6.4. The Seller will only accept returned Goods if the Seller is satisfied that those Goods are defective and an inspection has been carried out, unless otherwise specified.

6.5. The Seller is under no further liability or obligation in relation to the Goods if:

- 6.5.1. The Buyer fails to provide correct notice as stated in this clause.
- 6.5.2. The Buyer makes further use of such Goods after notifying the Seller of being defective.
- 6.5.3. The defect arises because the Buyer did not follow the Seller's oral or written instructions about the use, storage, installation and maintenance of the Goods provided; and/or
- 6.5.4. The defect arises from natural wear and tear of the Goods; and/or,
- 6.5.5. The defect arises from misuse, alteration, negligence, wilful damage or any other act by the Buyer, or any third party.

6.6. The Buyer bears the risk and cost of returning the Goods.

6.7. The Seller will only accept returned Goods after the Seller deems them faulty due to manufacturing.

7. TITLE OF GOODS

7.1. The Title of the Goods will not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or Services that the Seller has supplied to the Buyer in respect of which payment has become due.

7.2. Until the Buyer has processed payment in full to the Seller, the Seller reserves the right to refuse release of the Goods to the Buyer.

7.3. Until the Title of Goods has been passed to the Buyer, the Buyer must store the Goods separately and not remove, deface or obscure any Goods or packaging on or relating to the Goods. The Buyer must also keep the Goods in a condition and keep them insured against all risks for their full price from the date of delivery/acceptance.

7.4. The Buyer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the un-paid Goods.

8. TERMINATION & REFUSAL OF GOODS & SERVICES

8.1. The Seller can terminate the sale of Goods where;

- 8.1.1. The Buyer is or is about to become, in the Seller's reasonable opinion, the subject of bankruptcy.

8.2. The Seller can refuse to provide Goods and/or Services to the Buyer if:

- 8.2.1. The Buyer may cause disruption or trouble to the Seller's business.
- 8.2.2. The Buyer's cannot commit to paying for the Goods/Services.
- 8.2.3. The costs of providing the Goods and/or Services is too expensive.
- 8.2.4. There is a shortage of stock.

8.3. The Seller will act in accordance with the ACL regarding the refusal of Goods and Services.

9. WARRANTY

9.1. The Seller provides warranty on its in-house powder coating for a period of twelve (12) months from the date of delivery of Goods.

9.2. The Seller provides warranty against structural and manufacturing defects of Goods and Services provided for a period of three (3) years from the date of delivery of goods.

9.3. The Buyer must provide proof of purchase in order to claim warranty on Goods and Services.

9.4. The Seller shall not be liable to compensate the Buyer for any delay in replacing the defective Goods.

9.5. The Buyer acknowledges that potential freight charges for the return of faulty/defective Goods and, where applicable, the cost of removal and replacement of faulty Goods may apply. This will be determined after inspection and/or proof of defective Goods is provided.

9.6. If the Buyer does not purchase shipping warranty with the Job, the Seller will not be held responsible or be liable for any damages that may be caused in shipping.

To claim warranty on faulty/defective Goods, the Buyer must provide:

- Proof of Purchase and payment
- Clear and descriptive photos showing the reason for the claim.
- Goods to be returned in the state as described in the claim in order for the Seller to inspect the Goods.

10. VOIDED WARRANTY

10.1 The Seller's warranty period provided on all Goods and Services will be voided if;

- 10.1.1. The Goods have come into contact with salt water and has not been properly cleaned after contact, causing rust.
- 10.1.2. Where applicable, for all rear bars using a non-recommended tow hitch, this will void your warranty.
- 10.1.3. Colour coding by any third party void's warranty of powder coat.
- 10.1.4. Improper use of cleaning products/chemicals causing corrosion.
- 10.1.5. Failure or damage to Goods as a result of misuse and/or abuse of the Seller's Goods including failure to comply with instructions for the use of products.
- 10.1.6. Incorrect installation due to unqualified person(s).