

1. Definitions

In these Terms unless the context requires otherwise:

Freightmore Transport means Freightmore Transport PTY LTD

Consumer Guarantees means the consumer guarantees contained in the Australian Consumer Law, which is contained in Schedule 2 of the Competition and Consumer Act 2010

Contract means a contract arising in accordance with clause 2

Customer means the Customer described in the Purchase Order

Deposit means the Deposit described in the Purchase Order

Goods means any Trailer or any part of the Trailer or any other goods supplied to the Customer by Freightmore Transport

Invoice means a tax invoice issued by Freightmore Transport to the Customer specifying the Price and any ancillary costs payable by the Customer to Freightmore Transport for the Goods

Price means the price payable in respect of the Goods, as specified in the Purchase Order or Invoice or both

Purchase Order means a Purchase Order submitted by the Customer to Freightmore Transport for the purchase of Goods

Quotation means a quote submitted by Freightmore Transport to the Customer specifying the Price

Terms means these Terms and Conditions of sale

Warranty means the manufacturer's warranty, a copy of which is available on the Freightmore Transport website.

2. General

The customer agrees and acknowledges that:

2.1. These Terms apply to the sale of Goods from Freightmore Transport to the Customer to the exclusion of all other terms and conditions of the Customer.

2.2. Freightmore Transport will not supply Goods to the Customer on any other terms or conditions.

2.3. The Customer is deemed to have agreed to these Terms upon signing any contract (including a Purchase Order) or agreement with Freightmore Transport or by taking delivery of the Goods supplied by Freightmore Transport.

2.4. Upon Freightmore Transport receiving a Purchase Order a contract arises for the manufacture and supply of Goods described in the Purchase Order for the Price and on these Terms.

2.5 In the event that a Contract from any Third-Party Sellers such as Agents, Resellers, or Retailers not Trading under Freightmore Transport cannot be consummated for any reason and as a result the Purchase Order is accepted by and transferred to Freightmore Transport, such a Contract is not bound by any terms & conditions, offers, or warranty originally offered by the Third-Party Seller which is not standard to that of Freightmore Transport.

3. Price

3.1. The Customer must pay the Price in the manner and on the due date set out in the Purchase Order.

3.2. If the Customer fails to make payment of any amount of the Price on the due date, the Customer may be liable to pay to Freightmore Transport interest on the full amount outstanding at the rate equal to 4% per annum higher than the prime lending rate of Westpac Banking Corporation as at the date on which the relevant payment is due to be paid, calculated monthly for the period from the due date until payment is received.

3.3. The Customer may not set off against the Price any amounts due from Freightmore Transport.

4. Deposit

4.1. If the Purchase Order includes provision for payment of a Deposit, then

4.1.1. Freightmore Transport is not required to commence work or supply any Goods until the Deposit has been paid in full; and

4.1.2. The Deposit is immediately released to Freightmore Transport, and the Customer is not entitled to a refund of the Deposit.

5. Deliveries and Force Majeure

5.1. Freightmore Transport will make the goods ready and available for collection by the Customer as specified in the Purchase Order or the Invoice upon the Customer's request to Freightmore Transport. The Buyer must make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Freightmore Transport is not responsible for any damage to the Goods during delivery.

5.2. Unless specified otherwise in the Purchase Order or the Invoice, delivery and freight charges are not included in the Price, and are payable by the Customer at the same time as the Price is due to be paid.

5.3. Freightmore Transport will use all reasonable endeavours to comply with the Customer's particular delivery requirements. Where changes are made to the Manufacturing processes or specifications of any Goods, however, the Customer may not cancel the whole or part of an order or claim compensation due to Freightmore Transport's failure to comply with its delivery requirements or minor variations to the Goods.

5.4. If for any reason beyond the control of Freightmore Transport, including without limitation, strike, trade dispute, fire, flood, accident, tempest, death, war declared or undeclared, blockade, governmental or quasi-governmental restraint, unavailability of Goods, loss or destruction of the Goods, delays in transport or an act of God, an order cannot be filled at the time required by the Customer or at all, Freightmore Transport is not required to supply the Goods to the extent and for the period that it is so unable to supply the Goods, and Freightmore Transport is not liable to the Customer in respect of any inability on its part to perform its obligations.

6. Claims

6.1 The Customer is bound by the Warranty and must promptly notify Freightmore Transport of any defects in the Goods, and must not perform or cause to be performed any work or repairs without the express permission of Freightmore Transport in the event of a warranty claim or claim under the Consumer Guarantees.

6.2 Freightmore Transport is not obligated to honour the Warranty Policy for any Goods manufactured by Freightmore Transport, but purchased through a third-party being an Agent, Reseller, or Retailer. The responsibility of honouring the Warranty Policy for the full duration to which it is set belongs to the Seller in the Purchase Order. In the event that the Third-Party Seller ceases trading, the obligation to honour the warranty policy for customers who are still eligible within the time limits; remains with the original seller.

6.3 Freightmore Transport is not obliged to honour or consummate any warranty claims made by customers who have not paid the full owing balance on their purchase of Goods, including but not limited to any outstanding balance owed by the customer arising from: freight of the Goods, extra components supplied or fitted to the Goods, freight of components relating to the Goods as requested by the customer.

6.4 In the event that the Goods purchased and received by the original Customer in the Purchase Order, have a transfer of ownership via sale, trade, or any other means, resulting in a new owner of the same Goods, the Goods will then be deemed as Used. As a result, Freightmore Transport is not required to honour any warranty obligations, regardless if the Goods are still within an eligible Time Period (12 months from date of delivery of Goods). Warranty is only eligible to Goods under ownership of the Customer as stated in the Purchase Order.

7. Retention of Title

The Customer acknowledges and agrees that property in and title to any Goods remains with Freightmore Transport and does not pass to the Customer until Freightmore Transport receives payment in full on any account of all money owing by the Customer to Freightmore Transport.

8. The Customer agrees that it must promptly sign any further documents and provide any further information, which Freightmore Transport may reasonably require to register or deliver the goods.

9. Risk

9.1. Risk in the Goods passes to the Customer upon the Goods being dispatched or collected. The Customer accepts all risk involved in the use and possession of the Goods.

10. Limitation of Liability

10.1. The Supplier accepts no responsibility and is not liable for any direct or indirect, special or consequential loss or damage or injury to any person, corporation or other entity in connection with a Contract or the Goods, unless that loss or damage or injury resulted from Freightmore Transport's breach of the Consumer Guarantees.

11. Indemnity

The Customer agrees to indemnify Freightmore Transport against any liability, loss, claim or expense arising from the Customer's breach of the Contract or from its use of the Goods including, without limitation, any damages resulting from negligence, mistake, omission or failure of performance, whether or not resulting from any act of Freightmore Transport or its agents.

12. Dispute Resolution

12.1. If a dispute arises out of or relating to a Contract (a Dispute), either party may notify the other party of the nature and particulars of the Dispute, and the parties must, within 7 days of the delivery of such notice, commence discussions to attempt to resolve the Dispute in good faith, without the necessity of resorting to any formal proceedings.

12.2. If the Dispute is not resolved within the next 10 days, either party may refer the Dispute to mediation in accordance with, and subject to, the mediation rules of the Australian Commercial Disputes Centre (ACDC). The parties agree that they must bear the costs of mediation under this clause 12 equally.

12.3. If neither party refers the dispute to mediation within 24 days of delivery of the initial notice of the Dispute, either party may commence court proceedings in respect of the Dispute.

13. Intellectual Property

13.1. The Customer acknowledges that no rights to any intellectual property in the Goods (including, without limitation, patent, trademark, design, copyright or plant breeder's rights) are transferred to the Customer.

13.2. The Customer must notify Freightmore Transport immediately if the Customer's use of the Goods results in an actual or alleged infringement of a third party's

Intellectual property rights:

13.3. The Customer is solely responsible for any infringement of the intellectual property rights of any third party resulting from the Customer's use of the Goods, and the Customer must indemnify Freightmore Transport for any costs, expenses, damages or liability incurred by Freightmore Transport arising from any such infringement.

14. Subcontracting

Freightmore Transport may sub-contract all or any part of its rights and obligations under any Contract without the Customer's consent.

15. Enforcement Expenses and Costs

The Customer agrees that it must pay to Freightmore Transport on demand any expenses, fees and disbursements incurred by Freightmore Transport in recovering any amount owing to it by the Customer, including any reasonable debt collection agency fees and legal expenses and any costs incurred by Freightmore Transport in respect of any order cancelled by the Customer.

16. Jurisdiction

The Contract between Freightmore Transport and the Customer is made in the State of South Australia, and the parties agree to submit all disputes arising between them to the courts of such State.

17. Entire Agreement

17.1. Freightmore Transport and the Customer acknowledge that the Contract constitutes the entire agreement between them, and that the only enforceable obligations and liabilities of Freightmore Transport and the Customer in relation to the subject matter of the Contract are contained herein and in the Consumer Guarantees.

17.2. All representations, communications and prior agreements are superseded by these Terms.

