

TERMS OF TRADE

Plumkrazy Garage ABN 81366942085 ("PKG") (which expression will include its servants, agents and subcontractors) shall provide the Goods and/or perform the Works for the Customer upon the following terms and conditions ("Terms and Conditions of Trade"):

1. DEFINITIONS

- 1.1 In these Terms and Conditions of Trade, unless the contrary intention appears:
- "Customer" means the individual or company defined in the Quote or Tax Invoice;
- "Date for Delivery" means the date that the Goods/Works are to be delivered to the Customer and defined in the Quote or Tax Invoice;
- "Deposit" means the deposit amount defined in the Quote or Tax Invoice;
- "Due Date" means the date that the Tax Invoice issued by PKG is to be paid as specified in clause 4.3;
- "Goods" means the goods or products requested by the Customer to be provided by PKG in accordance with this Quote or Tax Invoice and any other Quote or Tax Invoice issued;
- "GST" means that Goods and Services Tax under the GST Act, being *A New Tax System (Good and Services Tax) Act* and includes other GST related legislation;
- "Price" means the amount payable by the Customer and defined in the Quote or Tax Invoice;
- "Quote" means quote provided to the Customer by PKG detailing the Goods/Works;
- "Tax Invoice" means the tax invoice issued by PKG for Goods/Works supplied in accordance with clause 4;
- "Works" means the work to be carried out by PKG defined in the Quote or Tax Invoice.

2. OBLIGATIONS OF PKG

- 2.1 PKG shall be responsible for supplying the Goods/Works;
- 2.2 PKG will meet its obligations pursuant to clause 2.1 before the Date for Delivery.
- 2.3 PKG may vary the Goods/Works and the Date of Delivery if they reasonably believe that the varied Goods/Works are required to ensure the Goods/Works can be supplied. If any substantial variation is required PKG will consult with the Customer. Any variation to the Goods/Works which results in an increase to the Price is to be paid for by the Customer;

3. QUOTES

- 3.1 Prices quoted are GST exclusive (with GST being displayed as a separate amount) and are good for a period of 30 days from the date of the Quote.
- 3.2 The Customer accepts that the Price may increase if variations are required as the Goods/Works cannot be supplied exactly as per the Quote.

4. TAX INVOICES

- 4.1 Tax Invoices may be issued upon delivery of the Goods/Works or, in the alternative, periodically, at PKG's discretion.
- 4.2 Tax Invoices may be issued via post, fax, email or hand delivered.
- 4.3 Tax Invoices need to be paid within 14 days from the date of the Tax Invoice or as agreed in writing by PKG.
- 4.4 If a Tax invoice is not paid in accordance with clause 4.3:
- PKG may charge interest at a rate of 1.5% per month on daily balances on all amounts outstanding, plus any administration costs and recovery costs; or
 - PKG may (without having to give notice to the Customer) cease providing Goods/Works until the default has rectified or remedied; or
 - all amounts due and owing by the Customer shall become immediately due and payable; or
 - PKG may demand that all Goods/Works unpaid for be returned within 7 days of the demand; or
 - PKG may withhold further supply of Goods/Works; or
 - vary the terms of the Quote or orders placed by the Customer.

5. TERMINATION AND SUSPENSION

- 5.1 The Goods/Works may be terminated at any time by mutual agreement of the parties or by the Customer giving reasonable written notice to PKG. Where the Goods/Works are terminated the Customer shall pay for all Goods supplied or Work performed and materials used up to and including the date of termination.
- 5.2 PKG may terminate at any time with written notice in cases where the job is incapable of being completed due to matters outside the control of PKG.

6. CONFLICT

- 6.1 These Terms and Conditions of Trade shall prevail in any conflict with any other terms and conditions, including those of the Customer.

7. MATERIALS, GOODS/WORKS

- 7.1 PKG reserves the following rights in relation to materials until all Tax Invoice, accounts or moneys owing by the Customer to PKG are fully paid:
- the legal ownership of the Goods/Works or any part thereof;
 - to enter the site or the Customer's premises (or the premises of any associated company or agent where the materials are located) without liability for trespass or any resulting damage and retake possession of the Goods/Works; and/or
 - to keep or resell any Goods/Works repossessed pursuant to the above. Notwithstanding the provisions above PKG shall be entitled to maintain an action against the Customer for the Price and any other expenses incurred by PKG in relation to these Terms and Conditions of Trade.
- 7.2 The risk of the Goods/Works passes to the Customer upon delivery.
- 7.3 The risk of any loss or damage to, or deterioration of the materials from whatever cause arising, shall be borne by the Customer.

8. WARRANTY

- 8.1 PKG will comply with their obligations pursuant to the *Australian Consumer Law*.
- 8.2 All warranties, guarantees and conditions under statute or general law relating to Goods/Works supplied by PKG are expressly excluded to the full extent permitted

by law and no liability is accepted by PKG in respect of services or materials provided. PKG's liability shall be limited to the value of PKG's invoice for the Goods/Works.

8.3 The Customer warrants and acknowledges that:

- it has not relied upon any advice given by PKG, its agent, employees, in relation to the suitability of the Goods/Works and that any description of the Goods/Works is approximate and is given by way of identification only and the use of such description shall constitute a contract of sale by description;

8.4 Any design work that has been performed either by PKG, is designed on the basis the Customer acknowledges that PKG shall not be liable for any failure of design, or any resulting damage, loss or injury arising out of the failure of that design.

8.5 The Customer will indemnify and keep PKG indemnified against any loss or damage claim and/or expense howsoever and to the full extent permitted by law arising, which PKG may suffer or incur in consequence of any failure on the part of the Customer to promptly fulfill its obligations under these Terms and Conditions of Trade or PKG undertaking the Goods/Works.

9. DEPOSIT

9.1 PKG may require a deposit before it commences the work. If a deposit is required it shall be indicated on the Quote.

9.2 PKG may demand and the Customer shall provide within seven (7) days of accepting the Quote, a deposit satisfactory to and in favour of PKG, for the amount specified on the Quote.

9.3 If the Customer cancels the Goods/Works, the Customer will forfeit the Deposit to PKG and is not entitled to a refund of the Deposit.

10. CUSTOMER'S OBLIGATIONS AND WARRANTIES

10.1 The Customer warrants that it is authorized to order the Goods/Works or has lawful authority from the Customer to instruct supply and performance of the Goods/Works.

10.2 The Customer will pay for the Goods/Works in accordance with clauses 3 and 4.

10.3 From time to time PKG will make recommendations to the Customer within the Quote or separately from the Quote. If the Customer chooses not to follow these recommendations, PKG will in no way whatsoever be liable for any losses (direct or consequential) resulting from a failure by the Customer to follow these recommendations.

11. DIRECTORS GUARANTEE

11.1 The Guarantor unconditionally (and jointly and severally where there is more than one Guarantor);

11.2 Guarantor guarantees:

- the Customers obligations; and
- indemnifies PKG against any loss or liability PKG incurs arising from or connected with the Customers warranties and obligations.

11.3 Each of the Guarantor obligations is a principle obligation, may be enforced against the Guarantor without PKG first being required to exhaust any remedy it may have against the Customer, is a continuing guarantee and indemnity and is irrevocable.

12. LIMITED LIABILITY

12.1 PKG is not liable to the Customer for any loss or damages caused to the Customer or other person, law of tort (including negligence caused by the fault of PKG), statute, in equity or otherwise for any kind of indirect or consequential loss or damage arising out of or in connection with these Terms and Conditions of Trade.

12.2 The total liability of PKG to the Customer whether under these Terms and Conditions of Trade, in tort (including negligence), statute, in equity or otherwise, whether direct, indirect or consequential, will not exceed the greater of the Price or the invoiced amount.

13. GST

13.1 Unless otherwise specified, all amounts quoted by PKG are exclusive of GST and the Customer will be required to pay GST in addition to the Price.

14. DELIVERY

14.1 Any Date for Delivery is an estimate only.

14.2 PKG will consistently use its best endeavors to:

- deliver the Goods/Works by the Date for Delivery; and
- avoid delay in the delivery of the Goods/Works.

14.3 Where possible, PKG will consult with the Customer regarding any expected delays.

14.4 PKG may deliver Goods/Works in installments.

14.5 PKG will not be liable for:

- any loss or damage for PKG failing to delivery by the Date for Delivery;
- any loss or damage for PKG delivering the Goods/Works in installments;
- delay caused by any matters outside PKG's control or delay caused by PKG without deliberate or negligence.

14.6 Where liability is imposed on PKG for whatever reason, that liability shall be limited to the Price of the amount of the Tax Invoice.

15. ACCEPTANCE

15.1 The Customer accepts the Goods/Works upon delivery.

16. RETURN OF GOODS

16.1 PKG may accept the return of Goods/Works provided the following procedure is complied with, where before acceptance has occurred:

- Goods/Works returned must have been purchased from PKG. PKG will issue the Customer with a credit return;
- costs of returning Goods/Works to PKG will be the Customer's responsibility, except for Goods/Works incorrectly supplied. The Tax

Invoice Price for Goods/Works returned will apply to credit and re-stocking fees;

- (c) goods returned for credit must not have been fitted or used. Goods/Works returned must be in original packaging and in a saleable condition;
- (d) goods especially procured at the Customer's request, such as special orders, will not be accepted for return;
- (e) goods returned within fourteen (14) days of invoice date may be credited in full. Goods/Works returned after fourteen (14) days will not be accepted for credit. The Customer must lodge a return request by email to info@plumkrazygarage.com.au. Alternatively, the Customer can contact PKG with the Customer's name and order number and PKG will arrange the return;
- (f) Within 5 business days of receiving the Customer return, and subject to confirming it is in 'as-new' condition, PKG will issue the Customer with a store credit voucher via email in an amount equal to the price the Customer paid for the product, less the cost to ship the product to the Customer and the return shipping back to the warehouse. Credits are issued in the form of store credit. Store credit voucher codes will be valid for one (1) year from the date of issue. We will not accept returns delivered in person to our offices or warehouse.
- (g) This clause does not apply to the following items which are not able to be returned for a refund or credit:
 - (i) Products described as "made to order or special order"
 - (ii) All forms of clearance stock, Clearance items, Personalised items, Gift Cards,
 - (iii) Orders for commercial use.
- (h) PKG may charge a Re-stocking Fee of 10% for returned Goods/Works.

16.2 PKG retains the right to reject returns of Goods/Works which do not comply with this clause.

17. INCORRECT CHOICE

17.1 If the Customer makes the incorrect choice for a part or PKG supplies the incorrect part based on the description the Customer provides PKG with please refer to the 14-day return policy in the clause above.

18. DAMAGE IN TRANSIT

18.1 PKG is not responsible for any goods that are damaged in transit. If any goods arrive and the packaging or the goods are clearly and significantly damaged, the Customer should take photos or video showing the damage, refuse to accept the delivery and contact PKG immediately. PKG will share the Customer feedback with delivery partners and suppliers.

18.2 If the Customer notices that an item is damaged after it has been delivered to the Customer, please take photos or video clearly showing the damage and contact PKG as soon as possible, ideally within 3 business days of receiving the Customer delivery.

18.3 The type of remedy PKG will offer will depend upon the circumstances. Goods shipped with Australia Post have limited insurance, the Customer can lodge an enquiry on Australia Post's website in regards to this.

19. DISPUTES

19.1 If the Customer disputes the whole or any part of a Tax Invoice or account the Customer will within seven (7) days of the issue of the Tax Invoice or account:

- (a) notify PKG in writing of the amount in dispute and reason for such amount being in dispute and
- (b) pay to PKG the amount, which is not in dispute.

Otherwise the Customer shall be deemed to acknowledge and accept the Tax Invoice or account is correct and the Customer's obligation to pay the Tax Invoice or account.

20. LAW APPLICABLE

20.1 The engagement of PKG by the Customer and the entering into these Terms and Conditions of Trade by PKG and the Customer shall be regarded as having occurred in Brisbane in the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Brisbane and Queensland.

20.2 The Customer warrants that it will make its own enquires in relation to any legal requirements regarding the placement of any goods supplied by PKG on any motor vehicle and indemnifies PKG in relation to the fit for purpose with respect to any goods and whether they meet the legal requirements depending on any state or federal law.