

# **Terms & Conditions**

The following Terms & Conditions apply to your access to and use of this website, and set our certain terms concerning supply of the product to you. This website is operated by Plant Holdings Pty Ltd T/A 4WD Interiors (ABN: 74 927 318 252).

## **Sales locations**

We sell and ship products only within Australia. We will sell products overseas, but it is the responsibility of the recipient to organise their own shipping.

#### **Orders**

When you place an Order on our website, we will process and inform you of any stock shortages and expected availability timeframes. A copy of your order number should be kept as reference for any future queries.

## **Prices & Payments**

The prices of products and delivery and other charges displayed on this site are current as at the time of issue, however, 4WD Interiors reserves the right to change prices at any time before we accept an order from you.

Prices for Goods are fixed on the date of acceptance of the Order. Unless expressly referred to, all prices are inclusive of GST. The Buyer shall also be liable to pay freight and any other surcharges applicable to the Goods.

Payment for all goods supplied by the Seller to the Buyers holding a valid debtor's account is due 30 days from the end of the month in which the invoice for the Goods is issued unless otherwise agreed in writing. Accounts are to be conducted on a monthly basis. The month end closes on the last calendar day and a statement will be forwarded shortly afterwards.

If prepayment is required, you will be emailed an invoice which can be paid by Paypal or Stripe. Once payment has been received the order will be processed.

The Buyer hereby agrees to indemnify the Seller for all losses and costs, including legal costs, arising from the Buyer's failure to pay the total amount of any Invoice on the due date.

Until the invoice is paid in full, the Goods remain the property of 4WD Interiors.

## **Delivery Fees**

Delivery fees are payable in addition to the purchase price of each product.

Where the delivery of Goods is the responsibility of the Seller, the method of carriage shall be at the discretion of the Seller.

Unless specified by you on your Purchase Order, we will deliver the Goods to your main business address.

All deliveries are considered Authority To Leave, unless specified by you. If you have specified 'No authority to leave' then you will be responsible for any additional carrier redelivery charges, if applicable.

## **Delivery of your products**

If the product is in stock, the order is processed within 48 hours, but delivery times can take up to 10 working days from despatch as we have no control over shipping carriers. Estimated delivery times are in business days (Monday through Friday) excluding Public Holidays.

Unless you notify 4WD Interiors to the contrary, by email or telephone, within fourteen (14) days of delivery of any products, and such notification is confirmed in writing within 5 working days of its receipt by 4WD Interiors, the products will be deemed to have been accepted by you.

Products may require to be returned whenever we agree to provide you with a refund or replacement. Where we have provisionally determined that a product is defective, we will replace the unit or part free of charge. Where you have received a defective product due to freight damages, we will pay for returned items if you notify us of your claim within 3 days of delivery. We'll contact you to discuss the delivery of the replacement product.

4WD Interiors warrants your purchase of a new product to be free from defects in materials and workmanship for 3 years from your date of purchase, unless the product is used for commercial use in which case a lesser warranty period applies.

It is a condition of the 4WD Interiors warranty that the product has been correctly installed by suitably qualified personnel and is used in accordance with accompanying instructions, where provided.

The warranty will no longer apply where 4Wd Interiors considers (acting reasonably) there has been damage to the product as a result of an accident, product alterations/modifications, incorrect installation, misuse, abuse or neglect. Additionally, the warranty will not apply where there have been any alterations to the vehicle from the vehicle manufacturer's specifications, instructions or manual or the product purchased is not suitable for use on the vehicle.

4WD Interiors will provide you with a refund, repair or replacement (where possible) for the product if it becomes defective during the warranty period. However the cost of delivering the product considered to be defective is not covered by TJM's warranty

#### Default

The Seller may, at its option, cancel or suspend any contract arising out of acceptance of an Order and take over the Goods and dispose of them to recover an loss, damage or harm suffered by the Seller as a result of the Buyer ceasing or threatening to cease to carry on business, undergoing a charge in effective control without the Seller's consent, defaulting in making payment to the Buyer, being unable to pay its debts as and when they fall due, entering into a deed of company arrangement, taking steps to commence liquidation or having a receiver or similar official appointed over its assets.

# **Right to Enter Premises**

Pursuant to the Default Clause, the Seller is irrevocably authorised by the Buyer to enter any premises where the Goods are kept, and to use the name of the Buyer and to act on the Buyer's behalf, if necessary, to recover possession of the Goods in which the Seller retains title, without liability for trespass or any resulting damage.

#### **Force Majeure**

The Seller shall not be liable to the Buyer for any loss, damage, or harm of any kind (whether direct or indirect) however arising by reason of force majeure being any cause not within the reasonable control of the Seller or its suppliers.

# **Intellectual Property Rights**

The Buyer acknowledges the Seller's title to all product designs, illustrations, photography, designs, graphics, images, logos, text and other related materials to be copyrights, trademarks, registrations and intellectual property of the Seller. Use, duplication, reproduction, distribution, display or transmission of same without the permission of the Seller in writing is prohibited.