

## TERMS AND CONDITIONS OF TRADE FOR THE SUPPLY OF GOODS & SERVICES

### 1. Definitions

- (a) **"Agreement"** means the Terms and Conditions contained in this Sale Agreement as may be amended by the Seller from time to time.
- (b) **"Credit Provider"** if applicable, means the Seller.
- (c) **"Customer"** means the customer referred to in the Invoice and, if applicable, the person, body corporate, trust or other legal entity applying for credit.
- (d) **"Goods"** means all Goods ordered and/or all services supplied by the Seller to, for, or at, the request of the Customer.
- (e) **"Guarantor"** means the guarantor/s named in the Related Agreement.
- (f) **"Related Agreement"** means the terms and conditions of credit and security agreement if applicable.
- (g) **"Seller"** means MTM Workshops Pty Ltd (A.C.N 105 143 986) trading as 'Mick Tighe 4x4 & Outdoor', its successors and assignees.
- (h) References to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a person includes a body corporate, association or other entity and vice versa;
  - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
  - (v) an Act includes an Act that amends, consolidates or replaces the Act and all regulations, orders-in-council, by laws, ordinances and statutory instruments issued or made under those Acts;
  - (vi) a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision;
  - (vii) anything includes a part of that thing;
  - (viii) an amount of money is in Australian dollars;
  - (ix) dates and times are to Toowoomba, Queensland time;
  - (x) "includes" and similar expressions are not words of limitation;
  - (xi) \$ means Australian Dollar.

### 2. Acceptance

- (a) By the Customer ordering or accepting Goods from the Seller the Customer agrees to be bound this Agreement and, if applicable, the Related Agreement.
- (b) Except as disclosed in this Agreement this Agreement supersedes any previous agreement and applies to any orders that the Customer has previously made with the Seller that has not yet been paid for by the Customer.
- (c) The Customer and / or Guarantor have had the benefit of independent legal advice (or waived the right to do so) before entering this Agreement and the Related Agreement.

### **3. Quotes and Orders**

- (a) Any quotation made by the Seller will not be construed as or constitute an offer or obligation to sell.
- (b) The Seller reserves its right to accept or reject in its absolute discretion any order received by it.
- (c) The Customer will not be entitled to cancel or refuse delivery of, or payment for, any order made by it which has been accepted by the Seller.
- (d) To the extent permitted by law the seller should not be liable for any errors or omissions in a quote.
- (e) Customer orders for non-stock items, specially made or manufactured items and colour coded bull bars or any specially colour coded item are required to be paid in full prior to the seller placing its order with the seller's supplier. Once the customer has paid the order in full and the seller has progressed the order the item or items are non-returnable.

### **4. Price**

- (a) The price payable to the Seller by the Customer for the Goods will be the price stipulated by the Seller or as otherwise agreed by the Seller, failing which it will be price prevailing at the date the goods are ordered by the Customer.
- (b) Prices are payable in Australian currency and exclusive of delivery costs, taxes, duties and any costs, if chargeable, are payable by the Customer.
- (c) Prices contained in any quotation or listed on the Seller's website may be changed by the Seller without notice unless an order made by the Customer has been accepted by the Seller in respect of those Goods.

### **5. Payment**

- (a) The Customer must make payment for the Goods at the time of making an order for the Goods;
- (b) Unless specifically stated in writing, all prices include GST;
- (c) The Customer acknowledges and agrees that the Seller is not paid until cleared funds have been received in the Seller's nominated account;

### **6. Quotation of Orders**

- (a) Unless otherwise specified by the Seller, all quotes given to the Customer by the Seller are valid for thirty (30) days.

### **7. Retention of Title**

- (a) Property in all the Goods supplied shall remain vested in the Seller and shall not pass to the Customer until all monies owing to the Seller by the Customer are paid in full;
- (b) Where the Customer has possession of the Goods supplied and the Seller has not been paid in full for the Goods then the Customer is deemed to be trustee for the Seller in respect of the Goods and liable to the Seller to account for all monies received in respect of the Goods and

pay such monies to the Seller in respect of the Goods. The trust expires upon the Customer paying the Seller for the Goods in full (including any interest or other costs incurred by, or accruing to the Seller);

- (c) Until the Goods are paid for in full by the Customer, the Customer shall keep them separate from other products so they can be easily identified and recovered;
- (d) In the event that the Goods have been processed or mixed with other Goods such that the Goods are no longer separately identifiable, then the Customer agrees that the Seller will be the owner of the end product;
- (e) The Seller may require the Customer to return any Goods not paid for to the Seller on demand and the Customer expressly and irrevocably agrees that the Seller is entitled to enter any premises of the Customer where the Goods are kept to repossess, remove and sell such Goods and the Customer will keep the Seller indemnified in respect of any claims, actions and costs that may arise against the Seller in relation to the removal, repossession and sale of any Goods pursuant to this Agreement;
- (f) To avoid any doubt, if the Seller sells the Goods pursuant to this clause, such sale shall be on such terms as the Seller in its absolute discretion deems fit and any shortfall between the monies due and owing by the Customer to the Seller and the proceeds of the sale pursuant to this paragraph shall be recoverable against the Customer.

#### **10. Risk**

- (a) Irrespective of the Retention of Title clause in this Agreement, the risk in the Goods purchased shall pass to the Customer upon delivery to the Customer or the Customer agent or a carrier nominated by the Customer;
- (b) The Customer must inspect all Goods upon delivery and within 7 days of delivery notify the Seller of any alleged damage, defect, shortage in quantity, or failure to comply with the description or quote. By failing to give notice within 7 days the Customer agrees that it will be deemed that the Goods will have been delivered to and accepted by the Customer thereby nullifying any rights to the Customer to return the Goods;
- (c) If any of the Goods are damaged or destroyed prior to the title passing to the Customer, the Seller is entitled, without affecting any other rights or remedies under any agreement, to any insurance proceeds payable for the Goods;
- (d) To avoid any doubt the price of warehouse, freight, insurance and transport is extra and shall never be deemed to be part of the purchase price of the Goods.

#### **11. Cancellation and Limitation of Liability**

- (a) The Seller may cancel delivery of the Goods at any time before delivery by giving notice to the Customer by any means. The Seller shall not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation;
- (b) The liability of the Seller for any reason related to the performance of the Goods under this Agreement shall be limited to the replacement of the Goods or the amount paid or payable by the Customer in respect of the Goods;

- (c) The Seller is in no way whatsoever liable to the Customer nor any third party for any indirect and/or consequential loss and/or expense (including but not limited to a loss of profit or goodwill) suffered by the Customer or any third party arising out of any breach by the Seller of this Agreement, or arising out of a malfunction or failure of the Goods.
- (d) The seller does not accept personal cheques.

## 12. Delivery

- (a) Delivery of the Goods shall be deemed to have taken place upon delivery of the Goods to the address nominated by the Customer, or upon collection of the Goods from the Seller's premises by the Customer or a carrier nominated by the Customer;
- (b) The Customer must pay to the Seller on demand for any delivery costs incurred by the Seller if:
  - (i) Delivery costs were not included in the quoted price; or
  - (ii) The Customer requests another method of delivery than that of the Seller's usual delivery methods; or
  - (iii) The Customer elects to use an independent courier to deliver the Goods and enters into a separate contract with the independent courier to deliver the Goods;
- (c) The Seller may deliver the Goods in separate installments. Each separate installment shall be invoiced and paid in accordance with this Agreement. A part delivery of an order shall not invalidate the entire order;
- (d) The Seller will make all reasonable efforts to deliver the Goods on the dates agreed, to the place designated by the Customer;
- (e) The Seller has the right to make delivery in instalments and to deliver those Goods available for delivery;
- (f) The Customer has no right to terminate this Agreement because of a delay in delivery.
- (g) all supplies of goods are subject to availability of stock at the time of delivery
- (h) wherever possible, goods not supplied will be back ordered and will be supplied when available.
- (i) all claims for shortages and damage must be reported immediately.
- (j) the customer is responsible for insurance and risk of the goods from the time they are received by the carrier or collected from the seller by the customer or an agent.

### 13. Returns of Goods

- (a) Goods will not be considered for credit unless the original invoice number accompanies the Goods;
- (b) For undamaged Goods, Goods must be returned within fourteen (14) days of the date of invoice;
- (c) All goods returning for the consideration of a credit must have a return for credit authorization number which can be obtained from the sales team at Mick Tighe 4x4 & Outdoor. To consider a credit being provided we require in addition to the return for credit authorization number, the original invoice or invoice number and the customer's name and address attached securely to each item that is being returned.
- (d) All Goods returned must be in the original package and in an undamaged 'as sold' condition;
- (e) A Goods return authority must be received from the Seller otherwise the Goods will not be accepted for return by the Seller;
- (f) For undamaged Goods returned to the Seller within fourteen (14) days of the date of invoice, a 15% handling fee will be charged by the Seller to the Customer;
- (g) Goods returned after fourteen (14) days from the date of the invoice will not be considered for credit;
- (h) Electrical components, parts or accessories of an electrical nature such as switches, modules and or ignition components will not be accepted for credit.
- (i) The Seller is not responsible for, or liable as a consequence of, loss or damage caused to the Goods during transit from the Customer to the Seller;
- (j) No credit will be allowed if a Customer simply changes their mind about the Goods;
- (k) Products received that do not show or reference our return for credit authorization number will not be accepted and returned to the customer at their expense.
- (l) Returned Goods may only be accepted when returned in original condition including all packaging material, manuals and instructions;
- (m) No credit will be given for ordered or specialty made items, parts or services.
- (n) specially ordered in non-stock or manufactured items will not be returnable at any time. These items will identified as being non-returnable on the sales invoice.

## 14. General Warranties

- (a) The Seller warrants to the original Customer, only when purchased new from the date of sale;
- (b) The Seller warrants that all Goods sold are free from defects and inferior workmanship to the extent provided by the manufacturer to the Seller;
- (c) The Seller will, at its sole option, repair or replace any Goods supplied which are found to be defective in either materials or workmanship provided that the Seller is actually notified in writing from the Customer of the alleged defect within ninety (90) days from the date of invoice;
- (d) Any claim not made within this period shall conclusively be deemed waived by the Customer;
- (e) Repair or replacement is preconditioned on the examination of the Goods by the Seller, and if requested, the Customer must return the Goods to the Seller for inspection;
- (f) The Seller shall not be liable for any expense incurred by the Customer in order to remedy any defect in its Goods;
- (g) The Seller shall not be liable for any consequential, special, indirect or contingent damage, or expense arising directly or indirectly from any defect in its Goods or from use of any Goods;
- (h) To the maximum extent permitted by Law, it is expressly agreed that:
  - (i) There is no warranty of merchantability or fitness for a particular and/or intended purpose, nor other warranty expressed, implied or statutory or any affirmation of fact or promises by the Seller with reference to the Goods which extends beyond the specifications agreed upon by the Seller and the Customer;
  - (ii) The Customer initially acknowledges that it is purchasing the Goods solely on the basis of the commitments of the Seller as expressed set forth in this Agreement;
  - (iii) No person is authorized to change or add to any of the Seller's obligations under the Warranties;
  - (iv) The Seller provides the following warranties for the following items:
    - a. **Ironman 4x4**

### IRONMAN 4X4 WARRANTY STATEMENT

Ironman 4x4 warrants the original buyer, only when purchased new via authorised Ironman 4x4 resellers and distributors, from date of retail sale and cannot be transferred. Product is warranted against defects in material or workmanship that cause the product to perform below the specified limits set by Ironman 4x4, to the extent that Ironman 4x4 will repair or replace any parts which are found to be defective.

It is at the discretion of Ironman 4x4 if a repair will be made or a replacement issued once the product has been inspected by an Ironman 4x4 representative and deemed to be a genuine warrantable claim. All warranty claims must be submitted via original purchasing store or chain, unless otherwise arranged. Proof of original purchase must be presented upon request.

#### PLEASE NOTE

Products may be required to be returned to Ironman 4x4 for assessment or repair. Ironman 4x4 is not responsible for postage or removal costs involved, but assistance may be considered at the discretion of Ironman 4x4 in the event of such a claim being verified.

The warranty does NOT apply where, 1) acts of neglect or misuse are evident, 2) product has been modified, 3) vehicles which are modified or not the recommended vehicle of use, 4) used in racing or competition conditions without the prior consent of Ironman 4x4, 5) used beyond the expectations of the original vehicle manufacturer.

Before installation of any product, please ensure you have received the correct parts for your application. Ordering of the correct parts is the responsibility of the buyer. Return of a product in an unused condition will attract a 15% restock fee, where Ironman 4x4 is not at fault.

Return of used or soiled product, 1) outside warranty period, 2) without fault, will result in refusal of your claim and be returned at buyer's expense. Damage to products through fitment error is not covered under warranty.

Our goods come with statutory guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage contingent on that failure. You are also entitled to have the goods repaired or replaced if they fail to be of acceptable quality even if the failure does not amount to a major failure.

#### FREIGHT CONDITIONS:

Freight of all products is the buyer's responsibility. Where Ironman 4x4 have arranged freight, costs involved will be invoiced to the buyer. Ironman 4x4 is not responsible for damage or loss during freight.

#### FITTING:

All prices listed may be subject to fitting costs. The price of fitting is determined by the individual fitting agent.

Pricing subject to change without notice.

For further information please contact us on 1300 731 137 or email [info@ironman4x4.com](mailto:info@ironman4x4.com).

#### ACCESSORIES

Fitment should be performed by an authorised or licensed mechanic, competent with 4x4 accessory installations. Special tools may be required when fitting some parts. Damage to products through fitment error is not covered under warranty. Warranty may become void when product is installed in conjunction with anything other than genuine manufacturer or Ironman 4x4 components.

<b>Product Group</b>	<b>Warranty Period</b> (Purchases before 1st of December 2022)	<b>Warranty Period</b> (Purchases on & after 1st of December 2022)
Bull Bars	1 Year	3 Years*
Side Steps & Rails	1 Year	3 Years*
Underbody Protection	1 Year (IUP Series) 2 Year (UBP Series)	3 Years
Rated Recovery Points	1 Year	3 Years
Monster Winch	5 Year	5 Year Mechanical 1 Year Electrical
Towbars	1 Year	3 Years
Vehicle Lighting	1 Year	3 Years
Vehicle Power	1 Year	3 Years
Cage & Trade Racks	1 Year	3 Years
Atlas Roof Racks	2 Years	5 Years
Slide-Away	1 Year	3 Years
Canopies	1 Year	3 Years*
Drawer Systems	1 Year	2 Years
Camping Furniture	1 Year	1 Year
Fender Flares	1 Year	1 Year
Ice-Cube Fridges	3 Year Components 5 Year Compressor	3 Year Component 5 Year Compressor
Maxi-Cases & Storage Range	1 Year	2 Years
Outdoor Lifestyle Products	1 Year	1 Year
Portable LED Lighting	1 Year	1 Year
Portable Power Products	1 Year	2 Years
Reco-Traks	Limited Lifetime	Limited Lifetime
Recovery Equipment	1 Year	2 Years
Roof Bags	1 Year	1 Year
Seat Covers / Interior	1 Year	1 Year
Snorkels	5 Years	5 Years
Tents, Awnings & Swags	1 Year	2 Years
Tyre Repair	1 Year	3 Years
Water Tanks & Accessories	1 Year	2 Years Tanks 1 Year Pumps & Accessories

\* Excludes third-party colour coding

#### **SUSPENSION:**

All suspension products must undergo a safety check at 500km after fitment. Fitment should be performed by an authorised or licensed mechanic, competent with suspension installations. Special tools may be required when fitting some parts including struts. Damage to products through fitment error is not covered under warranty. Warranty may become void when product is installed in conjunction with anything other than genuine manufacturer or Ironman 4x4 components.

Where required, Ironman 4x4 recommend wheel alignment after fitment of any new suspension component. Obtaining wheel alignments is the responsibility of the buyer.

<b>Product Group</b>	<b>Warranty Period</b> (Purchases before 1st of December 2022)	<b>Warranty Period</b> (Purchases on & after 1st of December 2022)
Suspension	3 Years / 60,000km	4 Years / Unlimited km
GVM Upgrades	2 Years	2 Years / 40,000km
Load Plus	2 Years	2 Years / Unlimited km

The names and reference numbers of manufacturers and suppliers other than Ironman 4x4 Pty Ltd used on this website are shown only to assist our customers in identifying replacement parts. Under no circumstances does Ironman 4x4 Pty Ltd imply that the parts sold by Ironman 4x4 are those of the OE manufacturers. Although care has been taken to ensure the accuracy of data contained in this publication, Ironman 4x4 Pty Ltd does not assume any liability for errors or omissions.

### **b. Alu-Cab**

#### **ALU-CAB WARRANTY STATEMENT**

Ironman 4x4 is the national distributor of Alu-Cab products in Australia. Ironman 4x4 will warrant the original buyer of Alu-Cab products in Australia, in line with the Alu-Cab warranty guidelines.

Ironman 4x4 warrants the original buyer, only when purchased new via authorised Alu-Cab resellers and distributors, from date of retail sale and cannot be transferred. Product is warranted against defects in material or workmanship that cause the product to perform below the specified limits set by Alu-Cab, to the extent that Ironman 4x4 will repair or replace any parts which are found to be defective as advised by Alu-Cab.

#### **3 YEAR WARRANTY**

- Structural Components (frames, panels, etc.)

#### **1 YEAR WARRANTY**

- Moving Parts (hinges, shocks, sliders, etc.)

It is at the discretion of Ironman 4x4, via Alu-Cab, if a repair will be made or a replacement issued once the product has been inspected by an Ironman 4x4 representative and deemed to be a genuine warrantable claim. All warranty claims must be submitted via original purchasing store or chain, unless otherwise arranged. Proof of original purchase must be presented upon request.

Products may be required to be returned to Ironman 4x4 for assessment or repair. Ironman 4x4 is not responsible for postage or removal costs involved, but assistance may be considered at the discretion of Ironman 4x4 in the event of such a claim being verified.

The warranty does NOT apply where, 1) acts of neglect or misuse are evident, 2) product has been modified, 3) vehicles which are modified or not the recommended vehicle of use, 4) used in racing or competition conditions without the prior consent of Ironman 4x4, 5) used beyond the expectations of the original vehicle manufacturer.

Before installation of any product, please ensure you have received the correct parts for your application. Ordering of the correct parts is the responsibility of the buyer. Return of a product in an unused condition will attract a 15% restock fee, where Ironman 4x4 is not at fault.

Return of used or soiled product, 1) outside warranty period, 2) without fault, will result in refusal of your claim and be returned at buyer's expense. Damage to products through fitment error is not covered under warranty.

Our goods come with statutory guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage contingent on that failure. You are also entitled to have the goods repaired or replaced if they fail to be of acceptable quality even if the failure does not amount to a major failure.

### **c. Tag Towbars**

TAG Limited Lifetime Warranty **WARRANTY TERMS AND CONDITIONS** This document sets out the terms and conditions of the Warranty provided by the Company in relation to the Product. 1. **WARRANTY** 1.1. Definitions: (a) Authorised Distributor means TAG Distributors that are approved and authorised by the Company to sell the Product; (b) Authorised Reseller means TAG Resellers of the product that have been approved and authorised by the Company; (c) Company means Specialised Warehouse Distribution ABN 35 611 990 142 (d) Product means TAG TOWING products; (e) Warranty means the terms and conditions set out in this warranty document; (f) Warranty Period means Limited Lifetime Warranty. 1.2. the Company warrants that the Products are free from any manufacturing or material defect for the Warranty Period. 1.3. Subject to the Warranty Terms and Conditions, the Company will authorise a repair, replacement or refund during the Warranty Period if in the Company's opinion, the Product needs repair because of a manufacturing or material defect which appears and is notified to the company in accordance with this Warranty. 2. **CLAIM PROCEDURE** 2.1. Warranty claims must be received by the Company or Authorised Distributor within the Warranty Period. 2.2. In order to make a Warranty claim you must provide the following to the Company or Authorised Distributor as soon as possible: (a) proof of purchase of the Product; (b) completed Warranty claim form and (c) if requested, the Product, (Claim). 2.3. The Claim must be returned to the Company or Authorised Distributor either by post or email using the below contact details at your own cost. 2.4. You will bear the cost of the Claim including any transport costs to have your Product repaired. 2.5. Once the Claim is received a representative of the Company or the Authorised Distributor will assess the Claim and determine whether or not there is a defect and the Claim is valid. While assessing the Claim, the Company or the Authorised Distributor may require further information from



you in order to make its determination. You must respond to any requests for information within 14 days. 2.6. You acknowledge and agree that if you make a Claim, the Company, Authorised Distributor and Authorised Reseller may exchange information relating to you and the Product. 2.7. The Company may refuse in its absolute discretion to accept any Claim which is not made in accordance with the Warranty. 2.8. If the Product is requested by the Company or Authorised Distributor, the Company will arrange for the Product to be assessed upon receipt to determine if there is any defect covered by the Warranty. 2.9. The Company will respond to the Claim within a reasonable time. 3. REMEDIES 3.1. If the Warranty claim is accepted, the Company will, at its option, repair, replace or refund the Product. 4. EXCLUSIONS AND LIMITATION 4.1. The Warranty applies to the original purchaser only and is not transferable. 4.2. A repair or replacement during the Warranty Period will not renew or extend the original Warranty Period. 4.3. This Warranty only applies to products purchased within Australia. 4.4. The Warranty does not cover or apply to a Product that: (a) has not been purchased from an Authorised Distributor; (b) you examined prior to purchasing the Product and where the examination ought reasonably to have revealed the defect; (c) has a defect which was specifically drawn to your attention before you purchased the Products; (d) has been altered, modified or changed by a non-Authorised Distributor or a Non-Authorised Reseller; (e) has any defects caused by: i. failure to use or properly maintain the Product in accordance with any Company instructions, manual, technical specifications, service guidelines or recommendations; ii. modification, alteration or repair; iii. abnormal use of the Product; iv. an accident, neglect, abuse, accidental damage, incidental damage, incorrect application or misuse; v. improper, incorrect or incomplete installation, fitment or maintenance; vi. the fitting of any part by a Non-Authorised Reseller; vii. the repair, maintenance or service by a Non-Authorised Reseller; or viii. normal wear and tear. (f) This Warranty does not apply to: i. change of mind; ii. mistaken orders; iii. a cause independent of human control which occurred after the Product left the Company or Authorised Distributor; iv. loss or damage which is consequential, indirect or due to circumstances beyond the Company's reasonable control. 5. To the extent permitted by law, the Company excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Warranty. 5.1. The Company does not accept any liability or make any warranty in relation to the Product except as provided herein or as required by law. To the extent permitted by law, the Company's liability will not exceed the purchase price of the Product and the Company will not be liable for any loss or damage which is consequential, indirect or due to circumstances referred to in this clause. 6. OTHER RIGHTS 6.1. The Warranty applies in addition to the guarantees, rights and remedies conferred by the Australian Consumer Law (ACL) and other applicable Commonwealth, State and Territory legislation. The Warranty Terms and Conditions do not exclude, affect or limit those guarantees, rights or remedies, except to the extent that their application may lawfully be excluded or limited. 6.2. If you are a consumer as defined under the ACL, the following statement applies. Note, "goods" means "Products" and "our" means "Company". 6.3. Our Product come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. 7. CUSTOMER OBLIGATIONS 7.1. You must comply with any Company instructions, manual, technical specifications, service guidelines, recommendations or other information supplied to you by the Company, Authorised Distributor or Authorised Reseller in relation to the Product. 7.2. If you believe the Product has a defect, you must notify the Authorised Distributor or Authorised Reseller immediately so that they can perform any necessary service or repairs on the Product. Attempts to repair the Product yourself or by a NonAuthorised Reseller may result in damage or loss which is not covered by this Warranty. 8. GENERAL 8.1. Only the Company may vary the terms of this Warranty. No representative, Authorised Distributor or Authorised Reseller has authority to vary the terms of this Warranty. 8.2. The Warranty is governed by the law in the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts in that State. TAG Manufacturing Pty Ltd 3A/34 Navigator Place Hendra 4011 1300 326 134 sales@tagtowbars.com.au www.tagtowbars.com.au

#### d. **Garmin**

This warranty is given by Garmin Australasia Pty Ltd (Garmin Australasia)

#### Application of Australian Consumer Guarantees

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits under our Limited Warranty are in addition to other rights and remedies under applicable law in relation to the products. Garmin Returns Australasia, PO Box 684 Seven Hills, NSW 1730, Australia. Phone: 1-800-235-822. Email: au.service@garmin.com

#### One Year Consumer Products Limited Warranty

Non-aviation products are warranted to be free from defects in materials or workmanship for one year from the date of purchase. Within this period, Garmin Australasia will, at its sole option, repair or replace any components that fail in normal use. Such repairs or replacement will be made at no charge to the customer for parts or labour, provided that the customer shall be responsible for any transportation cost. This Limited Warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not an authorized service provider of Garmin; (v) damage to a product that has been modified or altered without the written permission of Garmin, (vi) damage to a product that has been caused by connection to power and/or data cables that are not supplied by Garmin. In addition, Garmin reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country. This product is intended to be used only as a travel aid and must not be used for any purpose requiring precise measurement of direction, distance, location or topography. Garmin makes no warranty as to the accuracy or completeness of map data.

This Limited Warranty also does not apply to, and Garmin is not responsible for, any degradation in the performance of any Garmin navigation product resulting from its use in proximity to any handset or other device that utilizes a terrestrial broadband network operating on frequencies that are close to the frequencies used by any Global Navigation Satellite System (GNSS) such as the Global Positioning Service (GPS). Use of such devices may impair reception of GNSS signals.

If during the warranty period you submit a claim for warranty service in accordance with this Limited Warranty, then Garmin at Garmin's sole option will: (i) repair the device using new parts or previously used parts that satisfy Garmin's quality standards, (ii) replace the device with a new device or a Garmin Recertified device that meets Garmin's quality standards, or (iii) exchange the device for a full refund of your purchase price. Such remedy shall be your sole and exclusive remedy under and for any breach of this limited warranty.

Before seeking warranty service, please access and review the online help resources available on support.garmin.com/en-AU/. If your device is still not functioning properly after making use of these resources, contact a Garmin Authorized service facility in the original country of purchase or follow the instructions on support.garmin.com to obtain warranty service. If you are in Australia, you can also call 1-

800-235-822.

If you seek warranty service outside of the original country of sale or purchase, Garmin cannot guarantee that the parts and products needed to repair or replace your product will be available due to differences in product offerings and applicable standards, laws and regulations. In that case, Garmin may, in its sole discretion and subject to applicable laws, repair or replace your product with comparable Garmin products and parts, or require you to ship your product to a Garmin Authorized Service facility in the country of original purchase or to a Garmin Authorized service facility in another country that can service your product, in which case you will be responsible for complying with all applicable import and export laws and regulations and for paying all custom duties, V.A.T., shipping fees and other associated taxes and charges. In some cases, Garmin and its dealers may be unable to service your product in a country outside of the original country of purchase or return a repaired or replaced product to you in that country due to applicable standards, laws or regulations in that country.

Online Auction Purchases Products purchased through online auctions are not eligible for rebates or other special offers from Garmin warranty coverage. Online auction confirmations are not accepted for warranty verification. To obtain warranty service, an original or copy of the sales receipt from the original retailer is required. Garmin will not replace missing components from any package purchased through an online auction.

Purchases made within Australia or New Zealand can be returned to the Garmin Service Centre as per below instructions.

#### Procedure for Claims Under Limited Warranty

To obtain warranty service, an original or copy of the sales receipt from the original retailer is required. Garmin retains the exclusive right to either repair or replace the unit with a Garmin Recertified unit or a new unit at its sole discretion. The same policy shall apply to software. To obtain warranty service, please complete these two easy steps:

STEP 1: Contact Garmin Technical Support to receive an RMA number.

Call or e-mail Garmin Technical Support Specialists to describe the problem you are experiencing and request a Return Material Authorization (RMA) tracking number. You will need to provide the unit's serial number (if applicable), your return shipping address, and a daytime telephone number.

Phone: 1 800 235 822

Email: [au.service@garmin.com](mailto:au.service@garmin.com)

STEP 2: Ship the unit, along with the RMA number, to Garmin.

Once you have received the RMA number, securely package the unit and ship it (insured) to the following address:

RMA Number: (insert your RMA number here - see above)

Garmin Returns Australasia

PO Box 684

Seven Hills, NSW 1730

Australia

#### e. **Saber Offroad**

Saber Offroad cover all items they sell for a minimum of 12 months for parts and manufacturing from date of purchase. If a warranty is authorised, Saber Offroad is only obligated to cover the replacement or re-issue of the original parts. Under no circumstances is Saber Offroad liable for any costs involving shipping, removal and replacement labour costs or other associated work. The warranty is strictly a parts only coverage.

#### f. **Marks 4wd**

All parts have a twelve (12) month warranty from the date of purchase unless otherwise stated on the product details, or extended by the manufacturer.

The warranty is offered to the original purchaser only

All reconditioned and used parts have a three (3) month warranty from the date of purchase.

No warranty will apply to any components used in a competition vehicle or any vehicle used in off-road events.

The repairs and/or replacements under this warranty will be subject to the following conditions.

Whether the part is repaired or replaced is the sole option of Marks 4WD Adaptors.

All warranty claims must be returned to Marks 4WD at the customer's expense. No shipment will be accepted unless it has been prepaid.

The warranty does not cover the removal or refitting expenses, loss of use of the vehicle, loss of time, inconvenience, towing or recovery or any other consequential damage. These costs will be borne by the customer.

All parts must be returned to Marks 4WD for inspection before any warranty claim may be processed.

That the defect was not caused by an accident, misuse, neglect or lack of maintenance.

No product manufactured by Marks 4WD Adaptors or its subsidiary companies can be altered, modified or re-welded without the written consent of Marks 4WD Adaptors.

No warranty will be considered on any item that has been modified eg ground or dilled without the written consent of Marks 4WD Adaptors.

No warranty will apply to any components that are improperly installed

No warranty will be considered unless an invoice copy or proof of purchase date accompanies any claim.

These warranties are additional to any conditions or warranties applying by virtue of the Trade Practices Act or legislation of any State or Federal Government. Specific State Laws and Regulations make the fitting of some motor accessories and performance equipment illegal on certain model cars, other than those used for racing or off-road purposes. It is your responsibility to ensure that the goods you are purchasing can be legally fitted to the intended vehicle. Marks 4WD will not be held responsible for any legal consequence as a result of the fitting of any engine or transmission adaptor kit.

#### **g. JMACX**

Subject to payment in full being made as defined in clause 6, of the complete Terms & Conditions as found at [www.jmacx.com.au](http://www.jmacx.com.au), Jmacx Off Road Solutions shall use its best endeavours to pass on to the Customer the benefit of any warranties or guarantees it receives in respect of Goods or parts thereof supplied to the Customer.

A standard warranty of 12 weeks, calculated from the date of purchase will apply on all refurbished/reconditioned products and electrical products. Whereby an item is refurbished/reconditioned only the new components used are covered under the specific warranty. The manufacturer's warranty will apply on all other products and the warranty card and proof of purchase must accompany Goods for repair; otherwise nominal service charges will apply and are payable by the Customer.

The return of Goods for replacement will not be permitted without a prior Return Authorisation (RA) Number from Jmacx Off Road Solutions,

The return of Goods for warranty consideration will not be permitted without completion of a warranty claim form,

Repaired non-warranty Goods will be charged to the Customer who may on charge these costs to the retailer, these Goods will be shipped on a prepaid freight basis borne by the Customer.

All returns are subject to Jmacx Off Road Solutions restocking policy and fees, and freight or peculiar charges will not be credited.

Warranty does not cover product used in any type of racing or Motorsport competition, custom or modified applications under Jmacx Off Road Solutions range of product, any illegal highway, marine, industrial or commercial use.

Warranty only covers faulty components or faulty workmanship with respect to the purchased product.

This Warranty does not cover damage, fault, failure or malfunction of the Goods due to external causes including but not limited to accident, abuse, misuse, problems with electrical power, servicing not authorised by Jmacx Off Road Solutions, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, or any attempt by any other person other than Jmacx Off Road Solutions personnel or any person authorised by Jmacx Off Road Solutions, to adjust, repair or support the Goods and problems caused by use of parts and components not supplied by Jmacx Off Road Solutions.

To the extent permitted by law, Jmacx Off Road Solutions and Customer agree that Jmacx Off Road Solutions will not be liable for Goods not being available for use, or for data or software which is lost, corrupted, deleted or altered. Jmacx Off Road Solutions shall not be liable to the Customer for any incidental, indirect or consequential damages arising out of or in connection with the purchase, use or performance of Goods and services, even if Jmacx Off Road Solutions has been advised of their possibility.

To the extent permitted by law any typographical, accounting, clerical or other administrative error in sales literature, quotation, price list, acceptance of offer, invoice or other documentation or information issued by Jmacx Off Road Solutions shall be subject to correction without liability on the part of Jmacx Off Road Solutions.

Custom built products or products which have been especially ordered in for a Customer "Special Order" items will not be accepted for credit or refund.

- (v) Goods are warranted against defects and material or workmanship that caused the Goods to perform below the specific limits set by the manufacturer, to the extent of the Seller will repair or replace any parts which are found to be defective;
- (vi) All warranty claims must be submitted by the Customer;

- (vii) Proof of the original purchase must be presented upon request;
  - (viii) Goods may be required to be returned to the Seller for assessment or repair and the costs of the return of the Goods is the responsibility of the Customer;
  - (ix) The warranties do not apply where the following may apply:
    - a. acts of neglect or misuse are evident;
    - b. the Goods have been modified;
    - c. the vehicles in which the Goods are installed are modified or not recommended for vehicular use;
    - d. the Goods are used in racing or competition conditions;
    - e. the Goods are used beyond the expectations of the original vehicle or Goods' manufacturer;
    - f. the incorrect grade of lubricant or insufficient amount of lubricant causing damage
    - g. the goods have been dismantled, modified or misused.
  - (x) Return of used or soiled Goods, outside the warranty period and without fault, will result in the refusal of the Customer's claim and the Goods will be returned at the Customer's expense;
  - (xi) The choice of repairing or replacing defective Goods under a Warranty is at the absolute discretion of the Seller;
  - (xii) The Warranty is limited to the repair or replacement of defective Goods or workmanship and does not include any applicable labour costs.
- (i) Credits for warranties will not be processed until the seller receives confirmation from its suppliers that the warranty has been accepted.
  - (j) transportation is at the customer's expense unless otherwise agreed by the seller
  - (k) the seller will honor the original manufactures warranty on any item sold through the seller unless expressly stated otherwise.
  - (l) the seller does not provide warranty on any item sold to the customer beyond the warranty provided by the original manufacturer.
  - (m) the seller does not provide any extension to the original warranty and it is not transferable upon sale of the item sold or the sale of the vehicle that the item has been fitted to.

## 15. Workshop Warranties

- (a) The Customer warrants:
  - (i) To service the vehicle at recommended intervals;
  - (ii) To advise the Seller forthwith of any faults that may have occurred from either the seller's workshop service or any spare part item that has been sold;
  - (iii) That failure to advise the seller in a timely manner (as soon as noticed) could void any warranty claim;
  - (iv) That failure to advise the seller in a timely manner (as soon as noticed) could result in any further damage caused not being covered;

- (b) The Seller Warrants that all repairs and services recommended and carried out by the Seller are warranted for a period of 12 months or 20,000km whichever comes first, subject to but not limited to the following conditions:
- (i) Repairs are to be carried out to a high standard as to warrant Seller's warranty policy;
  - (ii) Second-hand parts carry no warranty;
  - (iii) Parts supplied by the Customer will carry no warranty;
  - (iv) Warranty claims must quote original invoice number and be approved by the Seller before any re-work can be carried out;
  - (v) All re-work must be carried out at the Seller's workshop. Work carried out at any other site will not be considered and will void warranty;
  - (vi) The Seller's warranty applies to standard vehicles driven within their compliance capacity;
  - (vii) Supplier warranty applies only to new parts sold and invoiced by the Seller;
  - (viii) Oil seals and gaskets carry only 3 month warranty on vehicles being driven on road only;
  - (ix) Limited warranty applies to off road or competition vehicles;
  - (x) Warranty applies to the items listed on original invoice only;
  - (xi) Subsequent damage from a warranty failure will not be covered by the Seller's policy;
  - (xii) The Seller's warranty policy covers service & parts supplied to motor vehicles used as intended by the manufacturer.

**16. MTM Driveline Warranty (diff / gearbox repairs)**

- (a) The Customer warrants:
- (i) To service the vehicle at recommended intervals;
  - (ii) To advise the Seller forthwith of any faults that may have occurred from either the seller's workshop service or any spare part item that has been sold;
  - (iii) That failure to advise the seller in a timely manner (as soon as noticed) could void any warranty claim;
  - (iv) That failure to advise the seller in a timely manner (as soon as noticed) could result in any further damage caused not being covered;
- (b) The Seller Warrants that 12 months or 20,000km whichever comes first is the warranty period for passenger vehicles and cars subject to but not limited to the following conditions:
- (i) All warranty registrations must be completed and returned within 14 days or warranty on exchange unit will be void;
  - (ii) Broken components may not be covered by the warranty;
  - (iii) Gears (including crown wheels and pinions) generate noise. Quietness is not guaranteed;
  - (iv) Worn or damaged parts will not be covered;

- (c) The Seller Warrants that 6 months/10,000km whichever comes first is the warranty period for commercial vehicles subject to but not limited to the following conditions:
  - (i) All warranty registrations must be completed and returned within 14 days or warranty on exchange unit will be void;
  - (ii) Broken components may not be covered by the warranty;
  - (iii) Gears (including crown wheels and pinions) generate noise. Quietness is not guaranteed;
  - (iv) Worn or damaged parts will not be covered.

#### **17. Vehicle Modifications**

- (a) The Customer acknowledges and agrees that if the Goods to be provided by the Seller include vehicle modifications, then, in addition to any other clauses in these Terms:
  - (i) the Customer must pay to the Seller a deposit of 50% of the price payable before the Seller will commence the provision of modifications or Goods;
  - (ii) the deposit amount will be held on trust but will be utilised by the Seller to pay for Goods supplied by the Seller to the Customer from time to time in respect of the quoted Goods or any other Goods supplied by the Seller to the Customer;
  - (iii) the Customer acknowledges and agrees that the Customer must pay to the Seller:
    - (A) the price quoted or otherwise agreed in writing by the Seller for all Goods provided by the Seller from time to time; and
    - (B) in addition, for all Goods provided by the Seller to reinstate the vehicle if for any reason the Customer does not wish to proceed with the modification;
  - (iv) if the Customer for any reason decides not to proceed with the modification to the vehicle, the Customer acknowledges and agrees that any reinstatement works may void any vehicle warranty, and there is no guarantee or promise by or on behalf of the Seller that the reinstatement works will be of such a nature to reinstate the vehicle to its original condition, or that the vehicle will once reinstatement works are completed perform or conform to a particular standard, fulfil a particular purpose, have a particular resale value or will not otherwise lose its resale value.

## **18. Voiding of any Warranties**

- (a) Any warranty is void where:
  - (C) Defect or damage to the Goods are caused or partly caused by or arise through incorrect installation, failure to follow installation instructions, failure to properly maintain the Goods, use of any Goods other than for the application specified, fair wear and tear, or continued use of the Goods after a defect becomes apparent, or if Goods are repaired, altered or overhauled without the Seller's prior consent;
  - (D) Goods are not installed in accordance with Local and State Government Statutes and Regulations;
  - (E) Defect or damage to the Goods are caused by racing, stunts or other high-risk activities;
- (b) Except as the terms specifically state or as contained in any express warranty provided in relation to the Goods this Agreement does not include or implicate any other term condition or warranty in respect of the quality, merchantability and acceptability fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or any contractual remedy for their failure;
- (c) The Customer expressly acknowledges and agrees that:
  - (i) The Customer has not relied upon any service involving skill and judgment or any advice recommendation information or assistance given by the Seller, the Seller's agents or employees in relation to the Goods or services or their use or purpose; and
  - (ii) The Customer has not made known whether expressly or by implication to the Seller the purpose for which the Customer requires the Goods or services and the Customer has the sole responsibility of satisfying the Customer that the Goods or services are suitable for the use the Customer requires;
  - (iii) Nothing in the terms is to be interpreted as excluding restricting or modifying the application of any non-excludable State or Federal legislation applicable to sale of the Goods or supplied services.

## **19. Estimates of time**

- (a) The Customer acknowledges and agrees that any estimate of time or timeframes for the provision of Goods is an estimate only, is not binding on the Seller and may change;
- (b) The Seller is not responsible for and will not be liable for damages or compensation for any delay in the delivery of the Goods and the Customer has no right to terminate this Agreement or claim damages or compensation or loss of opportunity, bargaining position, loss of profits or any other consequential damages because of delay in delivery of the Goods.

## **20. Force Majeure**

If the Seller's performance or observance of any obligations is prevented restricted or effected by reason of a Force Majeure event including any act of God, strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment, flood, pandemic or any other cause beyond the Seller's reasonable control the Seller may in its absolute discretion give prompt notice of that cause to the Customer. On delivery of that notice the Seller is excused from such performance or observance to the extent of the relevant prevention restriction or effect.

## **21. Breach by Customer**

If the Customer breaches this Agreement or a related Agreement, or the Seller is not satisfied with the Customer's ability to pay or otherwise comply with this Agreement or a related Agreement, the Seller may by notice to the Customer, but without compensation, terminate every Agreement, suspend or cease deliveries under all Agreements, set off all deposits against amounts due and make all amounts then outstanding by the Customer to the Seller immediately due and payable.

## **22. Waiver**

The Seller's rights under this Agreement are cumulative and in addition to any other rights. No delay or failure by the Seller to enforce a due right is a waiver of that right. Any waiver by the Seller of any term or breach of this Agreement or a Related Agreement is not to be taken as a contended waiver or a waiver of any subsequent breach.

## **23. Severability**

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

## **24. Governing Law**

This Agreement is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of Queensland and the Federal Court of Australia.

## **25. Consumer Law**

We are not required to provide a refund or replacement if you change your mind. But you can choose a refund or exchange if an item has a major problem. This is when the item:

- has a problem that would have stopped someone from buying the item if they had known about it
- is unsafe
- is significantly different from the sample or description
- doesn't do what we said it would, or what you asked for and can't be easily fixed.
- Alternatively, you can choose to keep the item and we will compensate you for any drop in value.
- If the problem is not major, we will repair the item within a reasonable time.
- If it is not repaired in a reasonable time you can choose a refund or replacement.



- Please keep your proof of purchase—e.g. your receipt

## 26. Services at Mick Tighe 4x4 & Outdoor

Services at Mick Tighe 4x4 & Outdoor Premises:

- a. Where Mick Tighe 4x4 & Outdoor is required to perform Services with respect to a Customer's Vehicle at Superior's Premises:
  - i. unless otherwise agreed, the Customer is responsible for delivering and collecting the Customer's Vehicle from Mick Tighe 4x4 & Outdoor's Premises at its own cost;
  - ii. to the extent permitted by law, Mick Tighe 4x4 & Outdoor shall not be liable to the Customer for any Claim arising due to damage or loss of the Customer's Vehicle while it is on Mick Tighe 4x4 & Outdoor's Premises;
  - iii. the Customer's Vehicle shall be deemed to be bailed to Mick Tighe 4x4 & Outdoor; and
  - iv. Mick Tighe 4x4 & Outdoor may exercise a possessory lien over the Customer's Vehicle until any amounts outstanding from the Customer are paid to Mick Tighe 4x4 & Outdoor in full.
- b. if the Customer fails to collect the Customer's Vehicle:
  - i. Mick Tighe 4x4 & Outdoor may store the Customer's Vehicle until it is collected, and the Customer will be liable on demand for any Claim related to Mick Tighe 4x4 & Outdoor's storage of the Customer's Vehicle, including but not limited to any storage fees incurred and insurance; and
  - ii. upon giving at least one month's written notice to the Customer, Mick Tighe 4x4 & Outdoor may sell or otherwise dispose of the Customer's Vehicle.
- c. Original Parts Removed from Service:
  - i. In some circumstances, it may be necessary for Mick Tighe 4x4 & Outdoor to remove parts from the Customer's Vehicle (Removed Parts) in order to carry out the fitment of replacement parts and accessories.
  - ii. The Customer acknowledges and agrees that the Removed Parts are in most situations can be unavoidably destroyed and unsuitable for re-use. Mick Tighe 4x4 & Outdoor will dispose of the Removed Parts unless the Customer advises otherwise.
  - iii. If the Customer wishes to retain the Removed Parts, they must inform Mick Tighe 4x4 & Outdoor before the commencement of the Services. If so, the Customer must collect the Removed Parts on the day that the Customer's Vehicle is collected. The Customer is solely responsible for loading and transport, and acknowledges that due to their condition, the Removed Parts may not be able to be moved inside the Customer's Vehicle.