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## STANDARD TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS

- 1.1 “**Customer**” means you the Applicant, Debtor, Customer or Purchaser of AusSport goods.
- 1.2 “**Goods**” means any goods and or services provided to the Customer.
- 1.3 “**AusSport**” means Fuel 4 Business Pty Ltd ABN 64 629 050 988

### 2. ACCEPTANCE

2.1 Acceptance of an AusSport quotation deems acceptance of these terms and conditions in full without alteration.

### 2. QUOTATIONS, PRICES & SUPPLY

2.1 The Customer must not request any reduction in their account with AusSport for any costs incurred on behalf of, or following from any act or omission of, AusSport or its agents, servants, subcontractors or representatives.

2.2 Unless otherwise stated, prices quoted are in Australian dollars and are **exclusive of GST, freight, crating, offloading, storage, insurance, installation, and handling charges, commissioning**, where applicable, which shall be added to the price of the goods.

2.3 Prices shown in price lists are subject to change without notice.

2.4 Irrespective of whether a time is specified for completion of the Goods, AusSport reserves the right to extend the time for completion of the works if AusSport, in its sole discretion, considers it reasonable due to some matter, event, cause or thing outside of its control, such as (but not limited to): extended lead times from suppliers, industrial disputes, lack of information from the Customer or short supplied materials.

### 3. TERMS OF PAYMENT

3.1 Terms of payment are not negotiable

3.2 For Manufactured Items – 50% deposit payment is required prior to commencement of manufacture. The final 50% payment is required prior to goods being dispatched from our facility

3.3 For Hired Items – 100% payment is required prior to hired items being dispatched from our facility. We reserve the right to recover additional costs for extended or overdue hire time as per the Rental Hire Agreement.

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3.4 For Service Items – 100% payment is required prior to service items being dispatched from our facility. For site service works immediate payment is required.

3.5 Payment will be made by cash, cheque, bank cheque, direct transfer or credit card (plus a surcharge fee based on our merchant costs at the time of transaction). Any fees associated with recovery of monies owing to AusSport due to insufficient funds will be passed onto the Customer.

3.6 The Customer may not withhold any moneys due and payable as retention.

### 4. DELIVERY

4.1 Any date or time quoted for delivery is an estimate only. AusSport shall endeavor to effect delivery at the time or times requested by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery by the Customer or render AusSport liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.

4.2 If requested by the Customer, AusSport will arrange (at additional cost) delivery from our facility to the Customers delivery address. Offloading is not included in the delivery price and offloading remains the responsibility of the Customer. Responsibility for damage incurred during transport rests with the transport company, not AusSport. Claims for any damages incurred during transport are to be made directly with the transport company, not AusSport.

### 5. INSPECTION

5.1 If the Goods are to be delivered, the Customer shall examine the Goods immediately after delivery and will, within seven (7) days of the date of delivery, notify AusSport in writing of any alleged defect, mis-delivery, shortage in quantity, damage or failure to comply with the description, quote or order.

5.2 The Customer shall afford an opportunity and co-operate with AusSport to inspect the Goods as delivered within a reasonable time following delivery if the Customer believes the Goods are defective in any way.

5.3 If the Customer fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage.

5.4 No claim by the Customer for failure to supply Goods conforming to the Customer's orders will be recognised by AusSport unless made in accordance with this clause 5.

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5.5 AusSport shall not be liable to the Customer for any loss of profits or consequential, indirect or special loss, damage or injury of any kind whatsoever, arising directly from any defect in the Goods or their installation (regardless of any express or implied terms, or by reason of the Customer's negligent act or omission or otherwise at common law.)

5.6 For defective Goods, which AusSport has agreed in writing that the Customer is entitled to repair, AusSport liability is limited to repair or replacement of individual faulty components of the Goods in accordance with the AusSport warranty policy

### 6. WARRANTY

6.1 AusSport offers a limited 2 year warranty as per our standard warranty policy. In all instances, this warranty shall be adhered to in the event of product failure. To avoid doubt, the 2 year warranty does not reset upon replacement or rectification.

6.2 No warranty rectification work will be undertaken if the Customer has any outstanding monies owing to AusSport

6.3 Warranty rectification work will not be undertaken on any item that cannot be clearly identified as an AusSport supplied product that is still under warranty. This identification is by way of serial numbers and other identifying marks on the item.

### 7. LIMITATION OF LIABILITY

7.1 The Customer shall indemnify and hold indemnified AusSport against any claim, suit, proceedings or demand made by the Customer or a third party for loss or damage suffered whether directly or indirectly as a result of any failure whatsoever of any AusSport products.

7.2 These terms do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.

7.3 In the case of Goods supplied by AusSport to a Customer who is a consumer as defined by the Australian Consumer Law, to the extent that the Goods are not consumer products or goods, the liability of AusSport to the Customer for breach of any warranty or condition or the breach of any duty of care shall in all cases be limited to an amount not exceeding 5% of the order and the Customer releases AusSport from any claim, suit, proceedings or demand on account of any liability exceeding that amount.

7.4 This clause 7 sets out the entire liability of AusSport in respect of its liability under the Australian Consumer Law or otherwise in respect of liabilities to the consumer for a breach of a condition or warranty with respect to the sale of Goods. In no circumstances will AusSport incur any liability in respect of, arising out of, or in connection with, any special,

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consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the consumer and/or Customer.

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### 8. FORCE MAJUERE

8.1 AusSport shall not be liable for any failure or delay to supply or deliver the Goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of AusSport including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

### 9. RETURNS

9.1 AusSport products are all custom made and made to order. As such, these products are non-returnable.

### 10. ORDER CANCELLATION

10.1 - Order Cancellation without deposit payment – no charge

10.2 – Order Cancellation after deposit payment – deposit is forfeited. Additionally, the client will liable for any additional costs incurred for the cancelled work which may exceed the value of the deposit payment.

### 11. GOVERNING LAW

10.1 The Customer agrees that these terms shall be construed according to the laws of New South Wales.

10.2 The Customer submits to the exclusive jurisdiction of the Courts of New South Wales and the Commonwealth of Australia.