

Redranger Pty Ltd – Terms & Conditions of Trade

1 Definitions

1.1 “Seller” shall mean Redranger Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Redranger Pty Ltd.

1.2 “Buyer” shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer) as described on any quotation, work authorisation or other form as provided by the Seller to the Buyer.

1.3 “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Buyer on a principal debtor basis.

1.4 “Goods” shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Buyer.

1.5 “Services” shall mean all Services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 “Price” shall mean the price payable for the Goods as agreed between the Seller and the Buyer in accordance with clause 5 of this contract.

2 ACL - Australian Consumer Law and the Trade Practices (Australian Consumer Law) Amendment Regulations 2010 (No. 1).

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the ACL in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

3 Acceptance

3.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

3.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.

3.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are binding and can only be amended with the written consent of the Seller.

3.4 The Buyer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer or any change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice). The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer's failure to comply with this clause.

3.5 These terms and conditions replace and supersede all other terms and conditions between the Seller and Buyer.

3.6 Upon acceptance of an offer by the Seller, a binding agreement shall arise between the Buyer and the Seller and these terms and conditions will be incorporated into such agreement. If any terms and conditions are contained in any order, offer, acceptance or invoice of the Buyer then it is specifically agreed between the Buyer and the Seller that such terms and conditions are null and void and shall not apply. All representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied in this agreement are expressly excluded to the fullest extent permitted by law.

4 Delivery Of Goods

4.1 At the Seller's sole discretion delivery of the Goods shall take place when:

- (a) the Buyer takes possession of the Goods at the Seller's address; or
- (b) the Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier); or
- (c) the Buyer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Buyer's agent.

4.2 At the Seller's sole discretion the costs of delivery are:

- (a) included in the Price; or
- (b) in addition to the Price; or

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(c) for the Buyer's account.

4.3 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Buyer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.

4.4 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.

4.5 The Seller may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

4.6 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

4.7 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all due to circumstances beyond the control of the Seller.

4.8 Subject to clause 9.1, the Buyer must give written notice to the Seller within 7 days from the date of receipt of the Goods. Goods which are alleged to be defective must then be placed aside for inspection by a representative of the Seller. If the Buyer fails to give such notice, the Goods shall be deemed to be accepted by the Buyer who shall be bound to accept and pay for the Goods. Claims of shortages in delivery or damage to goods may only be made within two business days from the date of delivery.

5 Risk

5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.

5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

6 Title

6.1 The Seller and Buyer agree that ownership of the Goods shall not pass until:

(a) the Buyer has paid the Seller all amounts owing for the particular Goods; and
(b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.

6.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.

6.3 It is further agreed that:

(a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Buyer are met; and
(b) until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease; and
(c) the Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and
(d) if the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods; and
(e) the Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Buyer owes to the Seller for the Goods, on trust for the Seller; and
(f) the Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
(g) the Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and
(h) the Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer; and
(i) until such time that ownership in the Goods passes to the Buyer, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.

7 Description and Specification

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7.1 Whilst every effort is made to ensure the accuracy of the descriptions, illustrations, and material contained in any catalogue, price list, brochure, leaflet, specification sheet, technical data sheet, or other descriptive matter or advice provided by or on behalf of the Seller, the Buyer acknowledges and accepts that this descriptive matter or advice describes the general nature of the Goods only and does not form a part of any order or agreement or amount to a representation or warranty. The Seller reserves the right to modify the design of Goods without notice.

7.2 The Seller will not be liable for any defect in Goods arising from designs, drawings or specifications supplied to the Seller by the Buyer or its agents.

7.3 The Seller reserves the right to make any changes to designs, drawings or specifications supplied to the Seller which are required to comply or conform with any applicable safety or statutory requirements or which do not materially affect the quality or usage of the Goods by the Buyer.

7.4 The Seller does not warrant or guarantee that any Goods supplied by the Seller which are based in whole or in part upon any designs, drawings or specifications supplied to the Seller will achieve any standard or performance or be suitable for any specific purpose.

8 Fitment of Parts

8.1 It is the sole responsibility of the Buyer that the Goods are fit for purpose, and are fitted correctly as recommended by the manufacturer's instructions. The Seller shall not be liable whatsoever for any damage or loss caused by the fitment of incorrect parts.

9 Defects

9.1 The Buyer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods except where the Buyer has acquired Goods as a consumer within the meaning of the Australian Consumer Law and the Trade Practices (Australian Consumer Law) Amendment Regulations 2010 (No. 1) of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage

10 Returns

10.1 Returns will only be accepted provided that:

- (a) the Buyer has complied with the provisions of clause 9.1; and
- (b) the Seller has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Buyer's cost within fourteen (14) days of the delivery date; and
- (d) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

10.2 The Seller may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of fifteen percent (15%) of the value of the returned Goods plus any freight. Should the Seller decide to accept the return of the goods from the Purchaser, the Purchaser must apply for and receive a "tracking" number from the Company and provide original invoice number before a credit will be considered. Goods made to order or purchased specifically on behalf of the Purchaser will not be credited.

11 Warranty

11.1 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.

1.2 Whiteline Branded Product - WHITELINE bushing kits are covered by a LIMITED LIFETIME WARRANTY! Collectively "Bushing Kits" cover part numbers ranging from W00001 to WZZZZZ and KSK000 to KSKZZZ. Performance products including Sway bar/ Anti-Roll-Kits (excluding installation components), Bracing and Alignment kits (collectively, "Performance Products") are covered by a 3 year warranty. The performance products cover part numbers prefixed from BAF000 to BZZZZZ, KCA000 to KCAZZZ, KSB000 to KSBZZZ,

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KLC000 to KLCZZZ and KDT000 to KDTZZZ. Installation components including mounting bushings, brackets, fasteners and linkages (collectively, "Fitting Kits") are covered by a 1 year warranty (the "Warranties"). The Warranties cover the Bushing Kits, Performance Kits and Fitting Kits against factory defects in material and workmanship, other than coatings, when used on passenger cars and light trucks under normal use and operating conditions. Warranty is automatically voided for all products if they are used on a race circuit or in any form of motorsport in general. These Warranties only apply to the original purchaser who retains ownership of the vehicle on which the Products were originally installed (the "Purchaser"). Should the products fail to meet these conditions, Redranger will replace the product, free of charge. The product must be shipped to the closest proximity Redranger office (postage prepaid) along with a copy of the original receipt. Products that have been abused, altered, incorrectly installed or utilize a substitute lubricant to that supplied, are not covered.

11.3 Nolathane and Other Brands - Nolathane products are covered by a LIMITED LIFETIME WARRANTY! The Warranty covers the product against factory defects in material and workmanship, other than coatings, when used on catalogued passenger cars and light trucks under normal use and operating conditions. Warranty is automatically voided for all products if they are used on a race circuit, off road or in any form of motorsport in general. These Warranties only apply to the original purchaser who retains ownership of the vehicle on which the Products were originally installed (the "Purchaser"). Should the products fail to meet these conditions, Redranger will replace the product, free of charge. The product must be shipped to the closest proximity Redranger office (postage prepaid) along with a copy of the original receipt. Products that have been abused, altered, incorrectly installed or utilise a substitute lubricant to that supplied, are not covered.

11.4 No warranty, either specified or implied, is given for any Goods specified as "Race", "Competition", or "Off-road".

11.5 The Seller gives no warranty as to the fitness of the Goods for any particular purpose or use and shall have no liability in that regard. Goods supplied under this agreement should only be used after the Goods have been properly tested by or on behalf of the Buyer. The risks involved and any cost of testing the Goods will be the Buyer's responsibility.

12 Intellectual Property

12.1 Where the Seller has designed, drawn or written Goods for the Buyer, then the copyright in those designs and drawings and documents shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.

12.2 The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order and the Buyer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.

12.3 The Buyer agrees to indemnify and keep indemnified the Seller, its servants and agents against all actions, liabilities, claims, demands, costs, expenses and damages which the Seller, its servants or agents may incur, sustain or be subjected to in consequence of it, having at the request of the Buyer, applied a design or any other markings on the Goods.

12.4 Where the Buyer provides information regarding Goods which are to be used for products which require particular identification pursuant to any law or regulation of a competent Government Authority, compliance with any such law or regulation is the sole responsibility of the Buyer who agrees to indemnify the Seller against all liability, claims, costs and expenses of any nature arising from any infringement or non-compliance. No liability is accepted nor warranty given concerning the readability or suitability of symbols, codes or wording on the Goods.

13 Limitation of Liability

13.1 Subject to the provisions of the Trade Practices Act, the Seller will not be liable for any direct, indirect, special or consequential loss or damage or claims, costs or expenses, suffered or incurred by the Buyer or any third party however so caused (for the avoidance of doubt this includes but is not limited to any matter arising out of any use or fitting of the goods.) The Seller is not liable for any payments in connection with or claims arising from any misuse, negligence, mishandling, incorrect or improper storage of goods or any consequential damages which flow from them. In particular, the Seller shall not be liable for:

- (a) defects or damage caused in whole or in part by misuse, abuse, neglect, error, electrical or other overload, improper installation, repair, alteration or accident;
- (b) transport, installation, removal, labour or other costs;
- (c) modifications or changes to the Goods not authorised in writing by the Seller or any other unauthorised acts by the Buyer or a third party;

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(d) Goods not manufactured by the Seller (although the Seller will endeavour to pass on to the Buyer the benefit of any claim made by the Seller and accepted by the manufacturer of such Goods under any warranty given by that manufacturer); and

(e) technical advice or assistance given or tendered by the Seller to the Buyer whether or not in connection with the manufacture or supply of the Goods.

The Seller's liability shall in all circumstances be limited to:-

(a) the replacement of the Goods; or

(b) the supply of equivalent Goods; or

(c) payment of the cost of replacing the Goods or acquiring equivalent Goods; or

(d) the repair of the Goods or payment of the cost of having the Goods repaired; as the Seller may select in its absolute discretion.

14 Cancellation

14.1 The Seller may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice the Seller shall repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

14.2 In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

15 Force Majeure

15.1 The Seller will make all reasonable efforts to supply the Goods, but failure to do so for any reason beyond the reasonable control of the Seller including, but not limited to, an Act of God, war, strikes, lock-outs, fire, flood or drought, or owing to the Seller's inability to procure materials or supplies except at increased prices due to any of the foregoing causes, shall not constitute a breach of contract by the Seller and its obligation to supply the Goods will be suspended. In those circumstances, the Seller may at any time cancel this agreement or any unfulfilled part, or renew it upon cessation of the reason which previously made it unable to supply the Goods.

16 General

16.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.

16.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

16.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

16.5 The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.

16.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

16.7 The Buyer agrees that the Seller may review these terms and conditions at any time. If, following any such review there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Buyer of such change.

16.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

16.9 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision.

16.10 All equipment and other items used in the manufacture of the Goods shall, in the absence of a written agreement to the contrary, remain the exclusive property of the Seller notwithstanding any contribution by the Buyer in respect of the cost of their production, use or maintenance.