

Redranger Pty Ltd
ABN 99 124 177 297

Terms and Conditions of Sale

1. INTERPRETATION

In these terms:

Seller means Redranger Pty Ltd.

Buyer means the person buying the Goods.

Goods means the products and services (if any) specified in the Seller's delivery document or invoice.

Price means the price payable for the Goods as specified in writing by the Seller to the Buyer from time to time.

Seller's Premises means 4 Warringah Close, Somersby, NSW, 2250 or any other address the Seller notifies in writing to the Buyer.

2. GENERAL

- 2.1 These terms constitute the terms of the agreement for the sale of Goods by the Seller to the Buyer. The Seller may agree in writing to vary these terms.
- 2.2 These terms prevail over any inconsistent terms in any document of the Buyer or in any other document between the Seller and the Buyer.
- 2.3 If the Buyer places an order, accepts delivery of the Goods, makes any payment under any invoice or performs any of these terms, the Buyer is taken to have accepted these terms.
- 2.4 The Seller has the discretion to accept or reject any order made by the Buyer for the purchase of Goods.
- 2.5 On the Seller's acceptance of the Buyer's order for the purchase of Goods, an agreement for the sale of the Goods by the Seller to the Buyer arises in relation to those Goods.
- 2.6 The Buyer must give the Seller at least 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 and contact details).

3. SELLER'S QUOTATIONS

- 3.1 A quotation is not an offer by the Seller. The Seller may withdraw or alter a quotation without notice.

- 3.2 Unless the Seller withdraws it, a quotation is valid for the period stated in it, or if no period is stated, for 30 days after the date of the quotation.

4. CANCELLATION

- 4.1 The Buyer may not cancel an accepted order or return any Goods unless the Seller first agrees in writing.
- 4.2 The Seller may cancel any accepted order in whole or in part by notice to the Buyer at any time before the Goods are delivered. On giving such notice, the Seller must repay the Buyer any sums paid in respect of the Price. The Seller will not be liable for any loss, damage cost or expense arising from the cancellation.
- 4.3 The Seller may cancel any accepted order in whole or in part by notice to the Buyer and resell the Goods if the Buyer fails to comply with any of its obligations under these terms.
- 4.4 The Seller may cancel any accepted order in whole or in part by notice to the Buyer and resell the Goods if the Buyer:
- (a) is in liquidation or provisional liquidation or under administration;
 - (b) has a controller as defined in the *Corporations Act 2001* (Cth) or an analogous person appointed to it or to any of its property;
 - (c) is taken under section 459F(1) of the *Corporations Act* to have failed to comply with a statutory demand;
 - (d) is unable to pay its debts or is insolvent;
 - (e) dies, ceases to be of full legal capacity or becomes incapable of managing its own affairs for any reason;
 - (f) takes any step that could result in the Buyer becoming an insolvent under administration as defined in section 9 of the *Corporations Act*;
 - (g) enters into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
 - (h) is affected by any analogous event.
- 4.5 Upon cancellation, the Buyer must indemnify the Seller for any costs and expenses incurred prior to cancellation and must pay any reasonable cancellation charges fixed by the Seller.

5. DESCRIPTIONS & SPECIFICATIONS

- 5.1 All specifications, drawings, and particulars of weight and dimensions are approximate only. The Buyer cannot claim against the Seller for any deviation.
- 5.2 The descriptions, illustrations and material contained in any advertisement, catalogue, leaflet, specification sheet, technical data sheet, price list, brochure or other descriptive material or advice provided by or on behalf of the Seller do not form any part of the agreement for the sale of the Goods.
- 5.3 The Seller reserves the right to modify the design of the Goods without notice.

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

6. DELIVERY

- 6.1 Any delivery time the Seller gives the Buyer is only an estimate. The Seller is not liable to the Buyer for any loss or damage (including any consequential loss or damage) arising from late delivery.
- 6.2 The Seller may deliver the Goods in instalments. Each instalment must be treated as a sale under a separate agreement. If the Seller fails to deliver any instalment, the Buyer must still accept and pay for the remaining instalments once delivered. If the Buyer fails to pay for any instalment, the Seller may treat the default as a breach of contract relating to each other instalment.
- 6.3 Delivery of the Goods is taken to occur when:
- (a) the Buyer or the Buyer's nominated carrier collects the Goods from the Seller's Premises; or
 - (b) the Seller or the Seller's nominated carrier delivers the Goods to the Buyer or to a third party as directed by the Buyer.
- 6.4 If the Seller quotes delivery within a particular period that period begins on the date the Seller has received both the Buyer's written order and all information and drawings needed, in the Seller's opinion, so the Seller can commence the work and proceed without interruption.

7. STORAGE

If the Buyer does not collect the Goods, or provide adequate delivery instructions, within [14] of the Seller's request, the Seller may charge for storage at a rate determined by the Seller from time to time. The Goods are to be stored at the Buyer's risk.

8. PRICES AND GST

Unless otherwise stated, the Price is GST exclusive. In addition to the Price, the Buyer must:

- (a) pay to the Seller an amount equal to any GST for which the Seller is liable on any supply by the Seller under or in connection with these terms, without deduction or set-off of any other amount; and
- (b) make that payment:
 - (i) if the Seller becomes liable for GST on or after receiving the Price or other consideration or any part of it - as and when the Buyer must pay or provide the Price or other consideration or that part of it;
 - (ii) if the Seller becomes liable for GST on issuing an invoice under these terms - on the earlier of the due date for payment of that invoice, or 14 days from the end of the month in which the Seller issued that invoice; and

- (iii) if the Seller becomes liable for GST upon the occurrence of some other event - within 7 days of a written request by the Seller for payment for the GST, which may be in the form of a tax invoice (or an adjustment note).

9. PAYMENT

- 9.1 The Buyer must pay for the Goods COD (Cash On Delivery) in which the Seller delivers the Goods.
- 9.2 The Buyer acknowledges that the *National Consumer Credit Protection Act 2009* (Cth) does not apply to the sale of Goods by the Seller to the Buyer.
- 9.3 The Seller may require immediate payment of all amounts outstanding (whether or not then due and payable):
 - (a) if the Seller considers that the creditworthiness of the Buyer has become unsatisfactory;
 - (b) if the Buyer does not comply with any one or more of its obligations under these terms;
 - (c) if the Buyer is affected in any of the ways set out in clause 4.4.
- 9.4 The Buyer must pay interest on overdue amounts calculated daily at the rate determined by the Seller from time to time.

10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 To the extent permitted by law, every warranty, condition, liability or representation concerning the Goods (for example, as to the quality or fitness of the Goods or the correctness or quality or fitness of information, advice or services concerning the Goods) is excluded.
- 10.2 To the extent permitted by law, the Seller's liability for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at the Seller's option, to:
 - (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
 - (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 10.3 Subject to clause 10.2, the Seller, its officers, employees or agents will not be liable for any loss or damage (including any consequential loss or damage) suffered or incurred by the

Buyer or any third party however so caused of any kind whatever, even if due to the negligence of the Seller, its officers, employees or agents.

- 10.4 The Buyer indemnifies the Seller from every liability, loss, damage, cost or expense directly or indirectly suffered or incurred by the Seller caused by or contributed to by any of the following:
- (a) the Seller complying with any instruction of the Buyer about the Goods, including but not limited to any defect in the Goods arising from designs, drawings or specifications supplied to the Seller by the Buyer or its officers, employees or agents;
 - (b) the Buyer's failure to:
 - (i) ensure that the Goods are fitted correctly;
 - (ii) adequately provide or display safety markings or safety information on or with the Goods;
 - (iii) comply with any law about the Goods or their use (for example, their sale, marketing, labelling or marking);
 - (iv) take any reasonable precaution to bring to the attention of any potential users of the Goods any dangers associated with Goods;
 - (v) take any reasonable precaution to detect any matters in relation to which the Seller may become liable in any way (for example, under the Australian Consumer Law);
 - (c) the Buyer making any statement about the Goods (for example, about their performance or characteristics) without the Seller's approval; or
 - (e) any negligence or breach of duty by the Buyer or any breach by the Buyer of these terms.

11. SELLER'S PRODUCT WARRANTY

The Seller provides the product warranty to the end user of the Goods in the form set out in Schedule 1 to these terms (as amended from time to time by the Seller). The Buyer will provide this product warranty to the end user of the Goods without any amendment.

12. RISK

- 12.1 Risk in the Goods passes to the Buyer when property in the Goods passes to the Buyer or when delivery is taken to occur, whichever is first.
- 12.2 The Seller is not liable for any loss or damage or deterioration of the Goods after they are delivered to the Buyer.

13. TITLE AND PAYMENT SECURITY

13.1 Interpretation

In this clause:

- (a) **Collateral** has the meaning given in clause 13.2.

- (b) **PPS Act** means the Personal Property Securities Act 2009 (Cth).

If a term used in this clause 13 has a particular meaning in the PPS Act, it has the same meaning in this clause 13.

13.2 Retention of Title

- (a) The Seller retains title to the Goods, and title to the Goods does not pass from the Seller to the Buyer, until the Buyer pays in full the Price for the Goods and all other amounts that are payable, owing but not payable, or that otherwise remain unpaid by the Buyer to the Seller on any account at any time. This is so even if the Buyer has taken possession of the Goods, or has enhanced or changed the Goods or performed work on them. Payment by cheque or other bill of exchange is not made until the cheque or bill is honoured in full.
- (b) The Goods, proceeds and any product or mass that the Goods may be or become part of are referred to in this clause collectively as the **Collateral**.

13.3 Looking after the Collateral

Until the Buyer pays in full the Price for the Goods and all other amounts that are payable, owing but not payable, or that otherwise remain unpaid by the Buyer to the Seller on any account at any time, the Buyer must:

- (a) store the Collateral properly and separately and mark the Collateral to identify it as being subject to the Seller's security interest; and
- (b) fully insure the Collateral against loss or damage, ensuring that the Seller's interest as a secured party is noted on the policy, and promptly give the Seller upon request a copy of the policy and evidence of its currency.

13.4 Registration of security interest

The Buyer acknowledges that the Seller may register a financing statement in relation to its security interest in the Goods. The Buyer waives its right under section 157 of the PPS Act to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

13.5 Proceeds

The Buyer undertakes, if it disposes of any Collateral, that it will receive proceeds at least equal to the market value of the Collateral, and that it will not allow any other security interest to exist over those proceeds if that security interest could rank ahead of the Seller's security interest. If such a security interest does arise despite the previous sentence, the Buyer must ensure that it receives cash proceeds for the Collateral at least equal to the market value of the proceeds, and must immediately pay those proceeds to the Seller in reduction of the amount owing.

13.6 Application of amounts received

The Seller can apply amounts it receives from the Buyer, including under clause 13.5, towards amounts owing to it in such order as the Seller chooses.

13.7 Confidentiality

- (a) The Seller and the Buyer agree not to disclose information of the kind mentioned in section 275(1) of the PPS Act, except in the circumstances required by sections 275(7)(b) to (e) of the PPS Act. The Buyer agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if the Seller approves. Nothing in this clause will prevent any

disclosure by the Seller that it believes is necessary to comply with its other obligations under the PPS Act.

- (b) To the extent that it is not inconsistent with clause 13.7(a) constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPS Act, the Buyer agrees that the Seller may disclose information of the kind mentioned in section 275(1) of the PPS Act to the extent that the Buyer is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPS Act) pursuant to section 275(1) of the PPS Act.

13.8 **Repossession**

If:

- (a) the Buyer defaults in the timely performance of any obligation owed to the Seller;
or
- (b) the Buyer is insolvent; or
- (c) the Seller terminates the Buyer's credit facilities,

the Seller may repossess the Collateral and otherwise enforce its security interest in the Collateral. The Seller, for that purpose, may enter any premises occupied by the Buyer and remove the Collateral, including by detaching the Goods from any other products to which they may be attached, or by detaching Goods from any land to which they may be fixed.

13.9 **Enforcement under the PPS Act**

To the extent that Chapter 4 of the PPS Act would otherwise apply to an enforcement by the Seller of its security interest in the Collateral, the Buyer and the Seller agree that the following provisions of the PPS Act do not apply:

- (a) to the extent that section 115(1) of the PPS Act allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and
- (b) in addition, to the extent that section 115(7) of the PPS Act allows them to be excluded: sections 127, 129(2), 129(3), 132, 134(2), 135, 136(5) and 137.

13.10 **Further assurances**

The Buyer must promptly do anything the Seller requires to ensure that its security interest is a perfected security interest and has priority over all other security interests.

13.11 **No limitation**

Nothing in this clause is limited by any other provision of these terms or any other agreement between the Seller and the Buyer. Nothing in this clause limits the Seller's rights or the Buyer's obligations apart from under this clause.

13.12 **Survival on termination**

This clause survives the termination of any agreement for the sale of Goods.

14. **INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The Buyer warrants that any design or instruction given to the Seller will not infringe any third party rights. The Buyer warrants that by completing the order for the Goods the Seller

will not infringe any intellectual property of a third party (such as a patent, registered design, trademark or copyright or confidentiality rights). The Buyer indemnifies the Seller against any infringement or alleged infringement or unauthorised use of intellectual property (such as a patent, trademark, registered design or copyright or confidential information) arising from the manufacture or use of the Goods.

- 14.2 Copies of documents such as drawings, plans and specifications the Seller submits to the Buyer remain the property of the Seller. The Buyer must treat the information contained in those documents as strictly confidential. The Buyer must use the information only to install or operate the Goods. The Buyer must not use the information in any other way to the advantage of the Buyer or the detriment of the Seller. By buying the Goods, the Buyer does not gain any licence or right in relation to any of the Seller's intellectual property such as a patent, registered design, trademark or copyright or confidential information. The Seller is not obliged to disclose the methods or techniques used in production.

15. FORCE MAJEURE

The Seller is not liable for failure to comply with these terms or an agreement for sale of Goods if the failure (directly or indirectly) arises out of any circumstances which are not within the Seller's reasonable control (including but not limited to strikes, lock-outs, accidents, war, fire, flood, drought, explosion, shortage of power, breakdown of plant or machinery, shortage of raw materials from normal source of supply, act of God or any order or direction of any local, State or Federal Government, Government authority or instrumentality). If such circumstances occur, the Seller may delay or cancel delivery of the Goods or reduce the quantity to be delivered.

16. VIENNA CONVENTION

The United Nations Convention on Contracts for the International Sale of Goods 1980 does not apply to the agreement for sale of Goods between the parties.

17. NOTICES

A notice, consent or other communication under these terms is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received three working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.

18. GOVERNING LAW AND JURISDICTION

- 18.1 These terms are governed by the law in force in New South Wales.
- 18.2 Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with these terms, and waives any right it might have to claim that those courts are an inconvenient forum.

19. WAIVER

- 19.1 A right of the Seller may only be waived in writing, signed by the Seller.

- 19.2 No other conduct of the Seller (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- 19.3 A waiver of a right by the Seller on one or more occasions does not operate as a waiver of that right if it arises again.
- 19.4 The exercise of a right by the Seller does not prevent any further exercise of that right or of any other right.

20. GST ON CLAIMS

- 20.1 If a payment to satisfy a claim or a right to claim under or in connection with these terms (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty or for indemnity or for reimbursement of any expense) gives rise to a liability to pay GST, the payer must pay, and indemnify the payee on demand against the amount of that GST.
- 20.2 If a party has a claim under or in connection with these terms for a cost on which that party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).
- 20.3 If a party has a claim under or in connection with these terms whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

21. SELLER'S RIGHTS

Any right that the Seller may have under these terms is in addition to, and does not replace or limit, any other right that the Seller may have.

22. GENERAL

- 22.1 The Seller may licence or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 22.2 The Buyer is not entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.
- 22.3 All equipment and other items used in the manufacture of the Goods shall, in the absence of written agreement to the contrary, remain the sole property of the Seller, notwithstanding any contribution by the Buyer in respect of the cost of their production, use or maintenance.

23. SEVERABILITY

Any provision of these terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of these terms.

SCHEDULE 1

PRODUCT WARRANTY

- **Whiteline products**
 - WHITELINE bushing kits with part numbers from W00001 to WZZZZZ and KSK000 to KSKZZZ (**Bushing Kits**) are covered for their lifetime.
 - WHITELINE performance products include sway bar/ anti-roll-kits (excluding installation components) and bracing and alignment kits with part numbers from BAF000 to BZZZZZ, KCA000 to KCAZZZ, KSB000 to KSBZZZ, KLC000 to KLCZZZ and KDT000 to KDTZZZ (**Performance Products**) are covered for 3 years from the date of original installation.
 - Installation components including mounting bushings, brackets, fasteners and linkages (**Fitting Kits**) are covered for 1 year from the date of original installation.
 - The warranties relating to the Bushing Kits, Performance Products and Fitting Kits (together, the **Whiteline Products**) cover the Whiteline Products against factory defects in material and workmanship, other than coatings, when the Whiteline Products are used on passenger cars and light trucks under normal use and operating conditions. These warranties do not apply to any defects arising from the Whiteline Products being used on a race circuit or in any form of motorsport, or being abused, altered or incorrectly installed, lubricated or maintained. The warranties relating to a Whiteline Product only apply to the original purchaser who retains ownership of the vehicle on which the relevant Whiteline Product was originally installed (**Purchaser**). The Purchaser must ship the defective Whiteline Product to 4 Warringah Close, Somesby, NSW, 2250 (postage prepaid) along with a copy of the original receipt. If the Whiteline Product is found to be defective and covered by a warranty, the Whiteline Product will be replaced, free of charge, except that the expense in claiming any warranty relating to the Whiteline Product must be borne by the Purchaser.
- **Nolathane products**
 - Nolathane products are covered for their lifetime.
 - The warranty relating to the Nolathane products covers the Nolathane products against factory defects in material and workmanship, other than coatings, when the Nolathane products are used on passenger cars and light trucks under normal use and operating conditions. This warranty does not apply to any defects arising from the Nolathane products being used on a race circuit or in any form of motorsport, or being abused, altered or incorrectly installed, lubricated or maintained.
 - The warranty relating to a Nolathane product only applies to the original purchaser who retains ownership of the vehicle on which the Nolathane product was originally installed (**Purchaser**). The Purchaser must ship the defective Nolathane product to Redranger Pty Ltd, 4 Warringah Close, Somesby, NSW, 2250 (postage prepaid), along with a copy of the original receipt. If the Nolathane product is found to be defective and covered by a warranty, the Nolathane product will be replaced, free of charge, except that the expense in claiming the warranty relating to the Nolathane product must be borne by the Purchaser.
- No warranty, either express or implied, is given for any product specified as “Race”, “Competition” or “Off-road”.

- The warrantor's details are as follows: Redranger Pty Ltd ACN 124 177 297, 4 Warringah Close, Somesby, NSW, 2250, **02 4340 2355** and **mail@redranger.com.au**.
- 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 given by the warranties set out below are in addition to other rights and remedies under a law in relation to the goods or services to which the warranties relate.