



# TERMS & CONDITIONS OF SALE.

**TJM** 4X4 EQUIPPED

# TERMS & CONDITIONS OF SALE.

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## 1. Definitions

- b. **Buyer** means the company, firm, or person placing the Order with the Seller (typically a wholesaler or distributor).
- c. **End-Purchaser** means the original retail consumer who purchased the Goods from the Buyer for end-use.
- d. **Goods** means the goods or services supplied pursuant to the Order.
- e. **Order** means the order for the purchase of Goods placed by the Buyer with Seller.
- f. **PPSA** means Personal Property Securities Act 2009 (Cth).
- g. **Seller** means Aeroklas Asia Pacific Group Pty Ltd ACN 009 887 325.

## 2. Orders of Goods

- 2.1. A contract is formed when the Seller issues an invoice or accepts a request in writing.
- 2.2. Orders for "made to order" or customized Goods cannot be varied or cancelled once manufacturing has commenced.

## 3. Price & Payment

- 3.1. Prices are fixed at the date of acceptance. All prices are exclusive of GST, freight, and insurance unless otherwise stated.
- 3.2. Payment for valid debtor accounts is due 30 days from the end of the month (EOM) in which the invoice was issued. All other Buyers must pay at the time of dispatch.

## 4. Delivery & Freight Claims

- 4.1. Risk in the Goods passes to the Buyer upon collection by the Buyer or delivery to the Buyer's agent/carrier.
- 4.2. **Freight Claims:** The Buyer must inspect the Goods immediately upon arrival for damage, defect, or shortage.
- 4.3. **7-Day Notification\*:** Subject to clause 4.4, any claim for damage or missing freight must be submitted to the Seller in writing within seven (7) days of the date of invoice.

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- 4.4. **Extended Transit Clarification:** \*Where the transit time from the Seller's dispatch to the delivery address exceeds four (4) days, claims must be submitted within three (3) days of the date recorded on the transport provider's Proof of Delivery (POD).
- 4.5. Failure to notify within these timeframes results in the Goods being deemed received in full and in good order, and the Buyer waives all rights to a claim.
5. Title & Risk
  - 5.1. Legal and beneficial title remains with the Seller until all money owed is paid in full. The Buyer holds the Goods as bailee for the Seller until title passes.
6. PPSA
  - 6.1. The Buyer acknowledges these terms create a security interest under the PPSA. The Buyer waives its right to receive notices under sections 95, 118, 121, 130, 132, and 157 of the PPSA.
7. Acceptance of Goods
  - 7.1. Subject to the freight claim provisions in Clause 4, acceptance of Goods is deemed to have occurred seven (7) days from the date of invoice.
8. Warranties
  - 8.1. **Scope:** The Seller warrants Seller-branded Goods against defects in materials or workmanship for the period specified on the Seller's website.
  - 8.2. **Original End-Purchaser Only:** This Warranty is provided solely for the benefit of the **original end-purchaser** and is strictly **non-transferable**.
  - 8.3. **Installation Time Limit:** Goods **installed more than six (6) months after the date of the wholesale invoice** will not be covered by the Seller's voluntary Warranty. In such cases, the Seller's liability is limited to the non-excludable statutory guarantees under the **Australian Consumer Law (ACL)**.
  - 8.4. **Claim Process:** The Buyer must manage the claim for the end-purchaser. Claims must include the AAPG invoice on which the goods were supplied, the original retail purchase receipt, the date of installation, and a Return Authority (RA) issued by the Seller.

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8.5. **Exclusions:** The following are strictly excluded from credit or change-of-mind returns:

- › Goods purchased on special order or customized;
- › **Goods purchased on clearance or “Final Sale”;**
- › **Goods deemed obsolete by the Seller;**
- › Goods with an invoice value under \$50.00.

## 9. Limitation of Liability

9.1. To the extent permitted by the Competition and Consumer Act 2010 (Cth), the Seller’s liability is limited to, at its option: replacement of the Goods, repair of the Goods, or a refund of the purchase price issued in the form of a credit.

10. Roof Racks: Perform weekly checks to ensure all bolts and mounting points are secure, especially when off-road.

10.1. **25% Processing Fee:** A standard **25% handling, repacking, and processing charge** applies to all approved credits and returns, except for confirmed manufacturing defects.

10.2. Change of Mind Window: The Seller may, at its discretion, accept a return if requested in writing within **fourteen (14) days of the Seller’s invoice date.**

10.3. **Condition of Return:** Goods must be returned in original, unopened packaging, in resalable condition, with freight prepaid by the Buyer.

10.4. **Obsolescence:** The Seller reserves the right to deem any product “obsolete” due to model updates or discontinuation. Obsolete Goods are ineligible for return or credit.

## 11. Right to Enter Premises

11.1. The Buyer irrevocably authorizes the Seller to enter any premises where Goods are kept to recover possession of Goods for which title has not passed.

## 12. Force Majeure

12.1. The Seller is not liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including but not limited to industrial action, supply

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chain disruptions, or natural disasters.

13. Applicable Law

13.1. These terms are governed by the laws of the **State of Queensland, Australia**. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

14. Intellectual Property

14.1. 14.1 The Buyer acknowledges the Seller's title to all product designs, trademarks, and photography. Use of these materials without written permission is prohibited.

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