# TRAILER & TRAILERS ALBURY WODONGA

ACN 162 437 863 | ABN 58 162 437 863

al

## TERMS AND CONDITIONS OF TRADE

*Effective Date: 1 September 2026*

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING GOODS, COMPONENTS OR ENGAGING TRAILER & TRAILERS ALBURY WODONGA. BY PLACING AN ORDER, SIGNING A PURCHASE AGREEMENT, OR ACCEPTING DELIVERY OF GOODS AND/OR COMPONENTS OR REPAIRS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.**

### 1. DEFINITIONS AND INTERPRETATION

(a) In these Terms and Conditions, the following terms have the meanings set out below:

| | |
|---|---|
| **Agreement** | These Terms and Conditions of Trade, together with any quotation, purchase order, invoice or other document, such as the Owner's Operation, Maintenance & Service Manual, issued by Trailer & Trailers Albury Wodonga that incorporates these Terms and Conditions, as amended from time to time. |
| **Australian Consumer Law** | Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended or replaced from time to time. |
| **Buyer** | The person, company, corporation or other legal entity named in Trailer & Trailers Albury Wodonga invoice or purchase order as the buyer, owner or who otherwise places an order with Trailer & Trailers Albury Wodonga for the supply of Goods, Components or Repairs, and where applicable, its employees, agents and permitted assigns. |
| **Business Day** | A day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Australia. |

| | |
|---|---|
| **Claim** | Any claim, action, proceeding, demand, liability, loss, damage, cost or expense of any nature, whether arising in contract, tort (including negligence), statute, equity or otherwise. |
| **Components** | Any part or parts, accessories, fittings or sub-assemblies supplied or installed by Trailer & Trailers Albury Wodonga in connection with Goods or Repairs. |
| **Consequential Loss** | Any indirect or consequential loss, loss of profits, loss of revenue, loss of opportunity, loss of use, loss of production or any other economic loss, whether or not arising directly from a breach of this Agreement. |
| **Delivery** | The physical transfer of Goods and/or Components to the Buyer or its nominated representative, at the Delivery Point. |
| **Delivery Point** | Trailer & Trailers Albury Wodonga premises, located at 437 Wagga Road, Lavtington NSW 2641, such other location as agreed in writing between Trailer & Trailers Albury Wodonga and the Buyer. |
| **Force Majeure Event** | An event beyond the reasonable control of Trailer & Trailers Albury Wodonga including but not limited to acts of God, fire, flood, storm, earthquake, pandemic, epidemic, war, terrorism, civil unrest, governmental action, strikes or industrial action (other than by Trailer & Trailers Albury Wodonga's employees), supplier failure, or disruption to transport or utilities. |
| **Goods** | Trailers, Components and any other products manufactured, sold or supplied by Trailer & Trailers Albury Wodonga to the Buyer pursuant to this Agreement. |
| **GST** | Has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). |
| **Insolvency Event** | In relation to any party:<br>(a) an administrator, liquidator, receiver, receiver and manager, trustee in bankruptcy or similar official is appointed to that party or any of its assets;<br>(b) that party is unable to pay its debts as and when they fall due;<br>(c) that party makes an assignment for the benefit of, or enters into any arrangement or composition with, its creditors; or<br>(d) an order is made or a resolution is passed for the winding up or dissolution of that party. |

| | |
|---|---|
| **Inspection Checklist** | Trailer & Trailers Albury Wodonga's Trailer Safety Inspection Checklist (Form R14A), is the pre-delivery inspection form completed by Trailer & Trailers Albury Wodonga prior to releasing Goods to the Buyer. |
| **Intellectual Property Rights** | All copyright, trademarks, patents, designs, trade secrets, know-how, confidential information and all other intellectual and industrial property rights, whether registered or unregistered, anywhere in the world. |
| **Order** | A written, electronic or verbal order placed by the Buyer for the purchase of Goods, Components or Repairs. |
| **Price** | The price payable by the Buyer for the Goods, Components or Repairs as stated in Trailer & Trailers Albury Wodonga's quotation or invoice, or as otherwise agreed in writing. |
| **PPSA** | *Personal Property Securities Act 2009* (Cth). |
| **PPSR** | The Personal Property Securities Register established under the PPSA. |
| **Repairs** | Any repair, maintenance, servicing or rectification work performed by Trailer & Trailers Albury Wodonga on Goods and/or Components for the Buyer. |
| **Security Interest** | Has the meaning given in the PPSA. |
| **Title** | Legal and beneficial ownership of Goods and/or Components. |
| **Trailer & Trailers Albury Wodonga** | Trailer & Trailers Albury Wodonga (ACN 162 437 863, ABN 58 162 437 863), its successors and assigns. |
| **Warranty** | Provided by Trailer & Trailers Albury Wodonga in respect of Goods, Components and Repairs, as set out in clause 7 of this Agreement, including the terms, conditions, exclusions and limitations applicable to any warranty Claim made by the Buyer. |
| **Warranty Period** | The period of twelve (24) months from the date of delivery of the Goods and/or Components, or twelve (24) months from the date of completion of Repairs, as applicable, unless otherwise agreed upon in writing. |

(b) In this Agreement, unless the context otherwise requires:

(i) words importing the singular include the plural and vice versa;

(ii) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity;

(iii) a reference to legislation or a legislative provision includes any subordinate legislation or amendment, consolidation or replacement of that legislation or provision;

(iv) headings are for convenience only and do not affect interpretation;

(v) if any provision of this Agreement is invalid, illegal or unenforceable, the remaining provisions continue in full force; and

(vi) a reference to 'writing' includes email, provided the email is acknowledged in writing by an authorised representative of Trailer & Trailers Albury Wodonga.

## 2. FORMATION OF AGREEMENT

(a) These Terms and Conditions apply to every Order placed with Trailer & Trailers Albury Wodonga and to every supply of Goods, Components or Repairs by Trailer & Trailers Albury Wodonga. They supersede all prior negotiations, representations, warranties, understandings and agreements between Trailer & Trailers Albury Wodonga and the Buyer in respect of their subject matter.

(b) An Order is not binding on Trailer & Trailers Albury Wodonga until Trailer & Trailers Albury Wodonga issues written confirmation of acceptance or commences performance. Trailer & Trailers Albury Wodonga reserves the right to accept or decline any Order in its absolute discretion, at any time prior to delivery or completion of the transaction.

(c) Any terms or conditions proposed by the Buyer (whether contained in a purchase order, correspondence or otherwise) that are inconsistent with or additional to these Terms and Conditions are expressly rejected and shall have no force or effect unless specifically agreed to in writing by an authorised representative of Trailer & Trailers Albury Wodonga.

(d) By placing an Order, the Buyer acknowledges that it has read, understood and agrees to be bound by these Terms and Conditions in their entirety. If the Buyer is placing an Order on behalf of another person or entity, the Buyer warrants that it has authority to bind that person or entity to these Terms and Conditions.

(e) The Buyer agrees and consents that all information provided to Trailer & Trailers Albury Wodonga is accurate, complete and not misleading.

(f) Trailer & Trailers Albury Wodonga reserves the right to amend these Terms and Conditions at any time. Amended Terms and Conditions will apply to all Orders placed after the date of amendment. The current version of these Terms and Conditions will be available upon request.

## 3. PRICE AND PAYMENT

(a) The Price for Goods, Components and Repairs shall be as stated in Trailer & Trailers Albury Wodonga's written quotation, or where no quotation has been provided, as set out in Trailer & Trailers Albury Wodonga's invoice. All Prices are exclusive of GST unless expressly stated otherwise.

(b) Trailer & Trailers Albury Wodonga reserves the right to adjust the Price prior to Delivery to account for:

(i) changes in the cost of materials, labour, freight or other inputs;

(ii) changes requested by the Buyer after Order acceptance;

(iii) inaccuracies, errors or omissions in any specifications, drawings or information provided by the Buyer; or

(iv) any applicable duties, taxes, levies or charges imposed after the date of quotation.

(c) All invoices issued by Trailer & Trailers Albury Wodonga are payable in full in Australian dollars.

(d) Full payment of all amounts owing in respect of the Goods, Components and/or Repair Services shall be due and payable by the Buyer on the date upon which the Goods or Components are collected, or on the date upon which the Repair Services are performed, as the case may be, or on such other date as may be directed by Trailer & Trailers Albury Wodonga. For the avoidance of doubt, no deposit, advance payment or pre-

payment shall be required from the Buyer prior to the collection of any Goods or Components or the commencement of any Repair, unless expressly stated by Trailer & Trailers Albury Wodonga.

(e) Payment shall be made by bank transfer, cheque, or such other method as Trailer & Trailers Albury Wodonga may notify the Buyer from time to time. The Buyer must make all payments in full without any set-off, deduction, withholding or counterclaim of any kind, including any set-off or withholding arising from or in connection with a Warranty Claim, a claim under the Australian Consumer Law, a disputed invoice, or any other claim the Buyer may have against Trailer & Trailers Albury Wodonga, whether such claim is liquidated or unliquidated, and whether or not Trailer & Trailers Albury Wodonga has accepted or acknowledged any such claim. This clause does not affect any right of the Buyer that cannot lawfully be excluded or limited under the Australian Consumer Law or any other applicable law.

(f) All electronic payments must be received and past any pending status in the bank account of Trailer & Trailers Albury Wodonga prior to Delivery occurring.

(g) GST will be added to the Price where applicable. The Buyer must pay GST in addition to the Price when payment is due. Trailer & Trailers Albury Wodonga will provide a valid tax invoice to the Buyer.

## 4. DELIVERY

(a) Unless otherwise agreed in writing, Delivery shall take place at the Delivery Point. Any agreed delivery to another location is at the Buyer's cost and risk.

(b) Any delivery dates or timeframes provided by Trailer & Trailers Albury Wodonga are estimates only and are not binding. Trailer & Trailers Albury Wodonga shall not be liable for any loss, damage or expense arising from delay in Delivery.

(c) Risk in the Goods and/or Components passes to the Buyer upon Delivery. The Buyer is responsible for adequate insurance of the Goods and Components from the time of Delivery.

(d) Prior to releasing any Goods to the Buyer, Trailer & Trailers Albury Wodonga will, where applicable, undertake a pre-delivery safety inspection of the Goods, at the Delivery Point, in accordance with Trailer & Trailers Albury Wodonga's Trailer Safety Inspection Checklist (Form R14A) or such other inspection procedure as Trailer & Trailers Albury Wodonga may adopt from time to time. The Inspection Checklist covers, but is not limited to, the following items:

(i) VIN plates;

(ii) electric and hydraulic brakes;

(iii) safety chains;

(iv) coupling bolts, adjuster, and nuts and bolts on and under the coupling;

(v) wheel nuts;

(vi) lights and number plate;

(vii) Brake Safe units (if fitted);

(viii) bolts on tradesman tops (if fitted); and (ix) bolts on cage (if fitted).

(e) Upon completion of the pre-delivery inspection, the Buyer will sign and retain a completed copy of the Inspection Checklist. The Buyer's signature on the Inspection Checklist at the time of Delivery constitutes the Buyer's acknowledgement that it has received the Goods and/or Components and had the opportunity to inspect them. Where the Buyer signs the Inspection Checklist, the Buyer acknowledges it is satisfied with the condition of the Goods and/or Components at the time of Delivery, subject to any defects or non-conformances noted in writing on the Inspection Checklist at the time of signing.

(f) The pre-delivery Inspection Checklist is conducted by Trailer & Trailers Albury Wodonga as a practical quality and safety check prior to release of the Goods and/or Components. It does not constitute a representation or warranty that the Goods and/or Components are free from all defects, nor does it limit or affect the Buyer's rights under this Agreement, or the Australian Consumer Law. Trailer & Trailers Albury Wodonga reserves the right to amend or update the Inspection Checklist from time to time without notice.

(g) Where the Buyer fails to collect or accept Delivery of Goods and/or Components, when tendered by Trailer & Trailers Albury Wodonga, Trailer & Trailers Albury Wodonga may:

(i) charge the Buyer for all costs of storage of the Goods and/or Components from the date Delivery was tendered;

(ii) treat the Buyer as having repudiated the Agreement; and

(iii) sell the Goods and/or Components to a third party and recover from the Buyer any shortfall between the resale price and the Price, together with all associated costs.

## 5. TITLE AND RETENTION OF TITLE

(a) Title to the Goods and/or Components shall not pass to the Buyer until Trailer & Trailers Albury Wodonga has received payment in full for:

(i) the Goods and/or Components, the subject of the Order; and

(ii) all other amounts then outstanding and owing by the Buyer to Trailer & Trailers Albury Wodonga under this Agreement or any other agreement.

(b) Until Title passes to the Buyer:

(i) the Buyer holds the Goods and/or Components as bailee for Trailer & Trailers Albury Wodonga and must store the Goods and/or Components separately, clearly marked as Trailer & Trailers Albury Wodonga's property, and in a manner that preserves their condition;

(ii) Trailer & Trailers Albury Wodonga retains the right to enter any premises where the Goods and/or Components are stored and to repossess and resell the Goods and/or Components without notice;

(iii) the Buyer must not sell, lease, encumber, pledge, mortgage or otherwise deal with the Goods and/or Components in any manner inconsistent with Trailer & Trailers Albury Wodonga's ownership, except in the ordinary course of the Buyer's business with Trailer & Trailers Albury Wodonga's prior written consent; and

(iv) the Buyer must immediately notify Trailer & Trailers Albury Wodonga of any Insolvency Event in relation to the Buyer.

(c) The Buyer grants Trailer & Trailers Albury Wodonga a Security Interest in the Goods and/or Components and their proceeds under the PPSA. Trailer & Trailers Albury Wodonga is entitled to register its Security Interest on the PPSR. The Buyer must do all things reasonably required by Trailer & Trailers Albury Wodonga to perfect and maintain Trailer & Trailers Albury Wodonga's Security Interest, including executing any documents and providing any information required for registration.

(d) The Buyer waives its right under section 157 of the PPSA to receive a copy of a financing statement or a financing change statement registered by Trailer & Trailers Albury Wodonga.

(e) If the Buyer sells or otherwise disposes of the Goods and/or Components before Title has passed, the Buyer holds the proceeds of sale on trust for Trailer & Trailers Albury Wodonga and must pay such proceeds to Trailer & Trailers Albury Wodonga on demand.

## 6. CANCELLATION AND RETURNS

(a) Orders accepted by Trailer & Trailers Albury Wodonga may not be cancelled or varied by the Buyer without Trailer & Trailers Albury Wodonga's prior written consent, which Trailer & Trailers Albury Wodonga may withhold in its absolute discretion.

(b) Goods and/or Components will only be accepted for return with Trailer & Trailers Albury Wodonga's prior written authorisation. Returned Goods must be in original, unused condition with original packaging.

(c) Trailer & Trailers Albury Wodonga may cancel any Order immediately and without liability if:

(i) the Buyer commits a material breach of this Agreement and fails to remedy that breach within five (5) Business Days of written notice requiring remedy;

(ii) an Insolvency Event occurs in relation to the Buyer; or

(iii) a Force Majeure Event prevents Trailer & Trailers Albury Wodonga from performing its obligations for more than thirty (30) days.

## 7. WARRANTY

(a) Subject to the limitations and exclusions set out in this Agreement, Trailer & Trailers Albury Wodonga warrants that:
  (i) Goods and/or Components manufactured by Trailer & Trailers Albury Wodonga are of merchantable and acceptable quality, free from defects in materials and workmanship, and reasonably fit for their intended purpose for the Warranty Period; and
  (ii) Repairs will be performed with due skill and care and will be fit for the purpose for which they were undertaken for the Warranty Period.

(b) The Warranty does not apply to any Claim arising directly or indirectly from any one or more of the following:
  (i) fair wear and tear (including but not limited to scratches, stone chips, surface rust or surface imperfections, damage from pot holes, bumps, dust or gravel roads);

  (ii) failure by the Buyer to properly maintain, service or operate the Goods and/or Components in accordance with Trailer & Trailers Albury Wodonga's instructions or applicable standards;
  (iii) improper use, overloading (including carrying loads or use exceeding the structural or legal capacity of the Goods and/or Components), misuse (including use for personal residence or living, or on roads unsuitable for the Goods and/or Components), theft, abuse, hiring, maltreatment, negligence, neglect or carelessness;
  (iv) use of the Goods and/or Components otherwise than in accordance with instructions provided by Trailer & Trailers Albury Wodonga;
  (v) intentional, inadvertent or accidental damage caused by the Buyer or any third party;
  (vi) exposure to any chemicals (including corrosive chemicals), substances, extreme weather (including hail, windstorm, lightning, external fire), heat, sunlight (including prolonged exposure to sunlight and UV radiation), humidity, moisture, the atmosphere or other environmental elements;
  (vii) inadequate or improper storage, transportation or maintenance;
  (viii) modification, conversion, alteration, repairs or adjustment to the Goods and/or Components without the prior written authorisation of Trailer & Trailers Albury Wodonga;
  (ix) infestation caused by any animal (including vermin and other pests);
  (x) defects that have occurred contrary to any law, ordinance, or regulation in force in any State or Territory of Australia;
  (xi) any rectification, modification or other work required due to alterations in local, State or Federal legislation of Australia, which occurs after the manufacture of the Goods and/or Components;
  (xii) existing defects noted and accepted by the Buyer prior to the purchase of the Goods and/or Components;
  (xiii) use of parts, accessories or consumables not supplied or approved by Trailer & Trailers Albury Wodonga; or
  (xiv) second-hand, used or refurbished wheels, tyres or Components that Trailer & Trailers Albury Wodonga did not supply as new.

(c) The limitations on the Warranty under this section are subject always to any overriding obligations pursuant to the Australian Consumer Law.

(d) The Warranty is not transferable. It applies solely to the Buyer named on Trailer & Trailers Albury Wodonga's invoice and does not extend to subsequent owners or users of the Goods and/or Components.

(e) Any repair or replacement of Goods and/or Components under the Warranty does not extend or renew the original Warranty Period.

(f) The Warranty overrides any previous and/or existing warranty terms previously provided Trailer & Trailers Albury Wodonga.

(g) The Warranty is in addition to any rights or remedies imposed by Australian State or Federal legislation that cannot be excluded.

(h) No individual (including dealers, agents, or Trailer & Trailers Albury Wodonga representatives) has the authority to make warranty representations regarding Trailer & Trailers Albury Wodonga or its Goods and/or Components, except to reference the specific Warranty in these Terms and Conditions. Trailer & Trailers Albury

Wodonga does not offer any express warranties or representations beyond those specified in this Warranty, including in any online listing, advertisement, catalogue or marketing material.

(i) Warranty Repairs will be carried out at Trailer & Trailers Albury Wodonga's premises, which is located at Trailer & Trailers Albury Wodonga, during Trailer & Trailers Albury Wodonga's regular business hours.

(j) Repairs undertaken by unauthorised repairers without prior written consent from Trailer & Trailers Albury Wodonga are not covered by this Warranty and will not, in any way, be reimbursed by Trailer & Trailers Albury Wodonga.

(k) Trailer & Trailers Albury Wodonga is not generally obligated, under this Warranty, to install or fit the same Components originally supplied. Instead, where appropriate, they will install or supply current Components of similar quality and grade.

(l) Where Goods and/or Components are manufactured or modified to specifications, drawings or requirements provided by the Buyer, Trailer & Trailers Albury Wodonga gives no warranty that the resulting Goods and/or Components will be fit for any particular purpose and accepts no liability for any defect or non-conformance arising from such specifications. The Buyer warrants the accuracy and completeness of all specifications provided.

(m) Where Goods and/or Components incorporate components manufactured by third parties, Trailer & Trailers Albury Wodonga will use reasonable endeavours to pass through to the Buyer the benefit of any warranty provided by the original component manufacturer, to the extent such warranties are transferable. Trailer & Trailers Albury Wodonga makes no representation as to the terms, enforceability or duration of any third-party manufacturer warranty.

(n) To the extent permitted by law, this Warranty does not cover any liability for consequential loss, such as but not limited to inconvenience, loss beyond the normal measure, indirect loss, lost opportunities, loss of use of the Goods and/or Components, loss of time, disrupted travel plans, expenses for accommodation, petrol/diesel fuel, food/beverage, insurance, registration expenses, telephone, loss or damage to personal property, towing fees, loss of earnings or rent.

## 8. WARRANTY CLAIMS PROCESS

(a) To make a Warranty Claim, the Buyer must:

(i) contact Trailer & Trailers Albury Wodonga in writing, via an email to Trailer & Trailers Albury Wodonga albury@trailertrailers.com.au within five (5) days of the date on which the Buyer first noticed, or ought reasonably to have noticed, the defect or issue giving rise to the Claim, and in any event before the expiry of the Warranty Period, providing a full written description of the defect, the circumstances in which it arose, and any other information reasonably required by Trailer & Trailers Albury Wodonga;

(ii) not use the product unless expressly advised otherwise by Trailer & Trailers Albury Wodonga in writing;

(iii) within thirty (30) days of Trailer & Trailers Albury Wodonga accepting the Claim in writing, return the Goods and/or Components to Trailer & Trailers Albury Wodonga's premises (at the Buyer's cost and risk) in the condition in which they were found, in and free of any other items; and

(iv) provide Trailer & Trailers Albury Wodonga with satisfactory evidence of purchase, including the original invoice or receipt.

(b) Failure to comply with the above entitles Trailer & Trailers Albury Wodonga in its absolute discretion to reject the Warranty Claim in its entirety, in which case Trailer & Trailers Albury Wodonga is absolved of all liability in connection with the Claim.

(c) Subject to Trailer & Trailers Albury Wodonga's obligations under the Australian Consumer Law, upon acceptance of a valid Warranty Claim, Trailer & Trailers Albury Wodonga may, in its absolute discretion:

(i) for Goods and/or Components:

i. repair the Goods and/or Components;

ii. replace the Goods and/or any Components; or

iii. refund the Price paid for the defective Goods and/or Components.

(ii) for Repairs:

i. re-perform the Repairs; or ii. refund the Price paid for the Repairs.

(d) Trailer & Trailers Albury Wodonga's liability under the Warranty does not include, and expressly excludes, the responsibility and cost of transportation of Goods and/or Components to or from Trailer & Trailers Albury Wodonga's premises.

(e) Goods and/or Components accepted by Trailer & Trailers Albury Wodonga for repair under the Warranty may, at Trailer & Trailers Albury Wodonga's absolute discretion, be repaired using refurbished parts or components of equivalent quality. Any Goods and/or Components replaced by Trailer & Trailers Albury Wodonga under the Warranty become the property of Trailer & Trailers Albury Wodonga.

(f) In the event of a replacement (in full or part) or refund, Trailer & Trailers Albury Wodonga reserves the right to claim the replaced or refunded items.

## 9. AUSTRALIAN CONSUMER LAW

(a) Nothing in this Agreement excludes, restricts or modifies any right, guarantee, warranty, condition, remedy or other obligation that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

(b) Where the Australian Consumer Law applies to a supply of Goods, Components or Repairs by Trailer & Trailers Albury Wodonga, the Buyer may be entitled to statutory guarantees, including guarantees as to acceptable quality, fitness for purpose and correspondence with description. These guarantees apply in addition to any other rights the Buyer may have.

(c) The statutory guarantees under the Australian Consumer Law apply where:

(i) the amount paid or payable for the Goods and/or Components does not exceed $40,000 (except where the Goods and/or Components are of a kind not ordinarily acquired for personal, domestic or household use or consumption, and Trailer & Trailers Albury Wodonga has limited its liability in a manner permitted by the Australian Consumer Law, in which case the Buyer's rights are limited accordingly);

(ii) the Goods and/or Components are of a kind ordinarily acquired for personal, domestic or household use or consumption; or

(iii) the Goods and/or Components is a trailer acquired for use principally in the transport of goods on public roads, unless the Buyer acquired the Goods and/or Components for the purpose of re-supply or for the purpose of using them up or transforming them in trade or commerce.

(d) Where the Australian Consumer Law applies, the Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the Goods and/or Components repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

## 10. LIMITATION OF LIABILITY

(a) Subject to the Agreement, and to the maximum extent permitted by law:

(i) Trailer & Trailers Albury Wodonga's total aggregate liability to the Buyer (whether in contract, tort including negligence, statute, equity or otherwise) arising out of or in connection with this Agreement, the Goods, Components or the Repairs shall not exceed the Price actually paid by the Buyer to Trailer & Trailers Albury Wodonga for the specific Goods, Components or Repairs giving rise to the Claim; and

(ii) Trailer & Trailers Albury Wodonga shall not be liable for any Consequential Loss suffered or incurred by the Buyer or any third party, howsoever arising (including loss, damage, liability, injury or death suffered).

(b) The limitation above does not apply to the extent that any applicable law (including the Australian Consumer Law) renders such limitation void or unenforceable.

(c) Trailer & Trailers Albury Wodonga makes no representations or warranties as to the suitability of the Goods and/or Components for any particular purpose beyond those expressly stated in this Agreement. It is the

Buyer's sole responsibility to ensure that the Goods and/or Components are appropriate for the Buyer's intended use.

(d) The Buyer is solely responsible for ensuring that the Goods and/or Components comply with all applicable legislation, regulations, standards and codes (including but not limited to the Heavy Vehicle National Law, Australian Design Rules, and all relevant State and Territory road transport laws) as at the time of use. Trailer & Trailers Albury Wodonga accepts no liability for non-compliance arising after Delivery where the Goods and/or Components were compliant at the time of manufacture.

(e) The Buyer shall indemnify and hold harmless Trailer & Trailers Albury Wodonga and its officers, directors, employees, agents and contractors against all Claims arising from:

(i) the Buyer's breach of this Agreement;

(ii) the Buyer's misuse of the Goods and/or Components;

(iii) any modification, alteration or conversion of the Goods and/or Components by or on behalf of the Buyer without Trailer & Trailers Albury Wodonga's written authorisation; or

(iv) any negligent or wrongful act or omission of the Buyer or its employees, agents or contractors, except to the extent caused or contributed to by Trailer & Trailers Albury Wodonga's own negligence or breach of this Agreement.

## 11. COMPLAINT PROCEDURES

(a) If the Buyer wishes to lodge a complaint in relation to Trailer & Trailers Albury Wodonga's the Goods, Components, Repairs or any other matter arising under this Agreement, the Buyer must notify Trailer & Trailers Albury Wodonga in writing by emailing albury@trailertrailers.com.au including:
(i) the Buyer's full name and contact details;
(ii) any information reasonably required by Trailer & Trailers Albury Wodonga to verify the Buyer's identity and confirm their purchase, including the relevant invoice number and date of purchase; and
(iii) full details of the complaint, including the nature of the issue, the date it arose, and any steps already taken by the Buyer to resolve it.

(b) Trailer & Trailers Albury Wodonga will acknowledge receipt of the complaint within fifteen (15) Business Days of receiving it and will investigate the matter in good faith. Trailer & Trailers Albury Wodonga will provide the Buyer with written confirmation of the outcome of its investigation within a reasonable time, having regard to the nature and complexity of the complaint.

(c) The Buyer agrees to cooperate with Trailer & Trailers Albury Wodonga during the investigation, including by providing any additional information or documentation reasonably requested by Trailer & Trailers Albury Wodonga.

(d) Lodging a complaint does not suspend the Buyer's obligation to make payment of any amounts due and payable to Trailer & Trailers Albury Wodonga under this Agreement.

(e) Nothing in this clause limits the Buyer's rights under the Australian Consumer Law or any other applicable law, including the right to refer a complaint to Consumer Affairs Victoria or any other relevant regulatory authority.

## 12. INTELLECTUAL PROPERTY

(a) All Intellectual Property Rights in and to the Goods and/or Components, designs, specifications, drawings, documentation, and any other materials created or provided by Trailer & Trailers Albury Wodonga in connection with this Agreement remain the exclusive property of Trailer & Trailers Albury Wodonga.

(b) The Buyer must not copy, reproduce, reverse-engineer, modify or otherwise deal with any Intellectual Property Rights of Trailer & Trailers Albury Wodonga without Trailer & Trailers Albury Wodonga's prior written consent.

(c) Where the Buyer provides specifications, drawings or other information to Trailer & Trailers Albury Wodonga, the Buyer warrants that the use of such information by Trailer & Trailers Albury Wodonga will not infringe any third party's Intellectual Property Rights, and the Buyer indemnifies Trailer & Trailers Albury Wodonga against all Claims arising from any such infringement.

## 13. FORCE MAJEURE

(a) Trailer & Trailers Albury Wodonga shall not be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by a Force Majeure Event.

(b) Trailer & Trailers Albury Wodonga will notify the Buyer as soon as reasonably practicable upon becoming aware of a Force Majeure Event. Trailer & Trailers Albury Wodonga shall use reasonable endeavours to resume performance as soon as practicable.

(c) If a Force Majeure Event prevents Trailer & Trailers Albury Wodonga from performing its obligations for more than thirty (30) days, either party may terminate the relevant Order, without liability, except for amounts already paid or payable for Goods and/or Components already delivered.

## 14. PRIVACY

(a) Trailer & Trailers Albury Wodonga collects, holds, uses and discloses personal information in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. By placing an Order, the Buyer consents to Trailer & Trailers Albury Wodonga, and any third-party provider used by Trailer & Trailers Albury Wodonga, in collecting and using its personal information for the purposes of processing Orders, providing Goods, Components and/or Repairs, managing the Buyer's account, and as otherwise required by law.

(b) Trailer & Trailers Albury Wodonga may disclose personal information to third parties where necessary to fulfil its obligations under this Agreement, including freight providers, financial institutions and regulators. Trailer & Trailers Albury Wodonga will not sell or rent personal information to third parties.

## 15. ELECTRONIC COMMUNICATIONS

(a) The Buyer consents to receive communications from Trailer & Trailers Albury Wodonga in electronic form, including by email or other electronic messaging services. The Buyer agrees that electronic communications from Trailer & Trailers Albury Wodonga satisfy any legal requirement that such communications be in writing, provided the communication is sent to the email address nominated by the Buyer.

(b) Notices given by the Buyer to Trailer & Trailers Albury Wodonga must be in writing and delivered to Trailer & Trailers Albury Wodonga's registered address or such other address as Trailer & Trailers Albury Wodonga may notify from time to time. A notice given by email is deemed received only upon Trailer & Trailers Albury Wodonga's written acknowledgement of receipt.

## 16. CONFIDENTIALITY

(a) Each party must keep confidential all information disclosed by the other party in connection with this Agreement that is by its nature confidential (**Confidential Information**), and must not disclose or use such information except:

  (i) with the prior written consent of the disclosing party;

  (ii) as required by law or a regulatory authority; or

  (iii) to the extent necessary for a party to perform its obligations under this Agreement.

(b) The obligations above survive termination or expiry of this Agreement for a period of three (3) years.

## 17. WAIVER

(a) No failure or delay by Trailer & Trailers Albury Wodonga in exercising any right, power or remedy under this Agreement shall operate as a waiver of that right, power or remedy. No waiver by Trailer & Trailers Albury Wodonga of any breach of this Agreement shall be construed as a waiver of any subsequent breach.

(b) A waiver of any right under this Agreement is only effective if made in writing and signed by an authorised representative of Trailer & Trailers Albury Wodonga.

## 18. DISPUTE RESOLUTION

(a) In the event of a dispute between Trailer & Trailers Albury Wodonga and the Buyer arising out of or in connection with this Agreement, the parties agree to attempt to resolve the dispute by good faith negotiation within fourteen (14) days of either party providing written notice of the dispute to the other.
(b) If the dispute is not resolved by negotiation within the period specified above, either party may refer the dispute to mediation administered by an agreed mediator, or if the parties cannot agree, a mediator nominated by the Law Institute of Victoria or relevant state where the purchase was made.
(c) Nothing in this clause prevents Trailer & Trailers Albury Wodonga from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction where Trailer & Trailers Albury Wodonga considers it necessary to protect its interests.

## 19. GOVERNING LAW AND JURISDICTION

(a) This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia, and the applicable federal laws of Australia.

(b) The Buyer irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia, and any courts competent to hear appeals from those courts, in respect of any dispute or Claim arising out of or in connection with this Agreement.

## 20. ENTIRE AGREEMENT AND SEVERABILITY

(a) This Agreement (including any quotation, purchase order, invoice or other document issued Trailer & Trailers Albury Wodonga that incorporates these Terms and Conditions) constitutes the entire agreement between Trailer & Trailers Albury Wodonga and the Buyer in relation to its subject matter and supersedes all prior negotiations, representations, warranties and agreements.
(b) If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision will be severed from this Agreement, and the remaining provisions will continue in full force and effect.
(c) This Agreement may not be varied except by written agreement signed by an authorised representative of Trailer & Trailers Albury Wodonga.

## 21. MISCELLANEOUS

(a) Trailer & Trailers Albury Wodonga may assign its rights and obligations under this Agreement without the Buyer's consent. The Buyer may not assign its rights or obligations without Trailer & Trailers Albury Wodonga's prior written consent.
(b) Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship between Trailer & Trailers Albury Wodonga and the Buyer.
(c) Trailer & Trailers Albury Wodonga is not responsible for any advice or recommendation given by any employee, agent or representative of Trailer & Trailers Albury Wodonga that is inconsistent with these Terms and Conditions, unless confirmed in writing by an authorised representative of Trailer & Trailers Albury Wodonga.

## 22. EXECUTION

(a) By placing an order, signing a purchase agreement, or accepting delivery of goods and/or components or repairs, you agree to be legally bound by these terms and conditions in their entirety. Engagement with Trailer & Trailers Albury Wodonga by way of any of these acts, executes this agreement.