



SALE AGREEMENT

This agreement set out the terms under which GF Wire Fences & Gates Pty Ltd (ABN: 74 143 028 693) (the **Seller**) provides goods or services (**Goods**) to you (being the individual, company or legal person purchasing such goods or services) (the **Buyer**).

If the Buyer orders, accepts or pays for any Goods after receiving or becoming aware of these terms, or otherwise indicates assent, then the Buyer is taken to have accepted these terms.

1 PURCHASE ORDERS

These terms will apply to all the Buyer's dealings with the Seller, including being incorporated in all agreements, quotations or orders under which the Seller is to provide Goods to the Buyer (each a **Purchase Order**) together with any additional terms included in such Purchase Order (provided such additional terms are recorded in writing).

2 PAYMENT

2.1 PAYMENT OBLIGATIONS

Unless otherwise agreed:

- (a) If the Seller issues an invoice to the Buyer, payment must be made by the time specified on such invoice.
- (b) In all other circumstances, the Buyer must pay for all Goods on or prior to delivery.
- (c) The Buyer must not set off any money alleged to be owing by the Seller against money due by the Buyer to the Seller.
- (d) If the Seller requires a deposit (**Deposit**), the Buyer must pay the Deposit to the Seller by the time specified on the invoice issued. If the Buyer cancels the Purchase Order with less than 2 weeks' notice to the Seller, the Seller will retain an amount equal to 5% of the total value of the Purchase Order from the Deposit and refund the remainder to the Buyer.

2.2 GST

Unless otherwise indicated, amounts stated in Purchase Orders or in stores include GST. In relation to any GST payable for a taxable supply by the Seller, the Buyer must pay the GST subject to the Seller providing a tax invoice.

2.3 CARD SURCHARGES

The Seller reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

3 DELIVERY

- (a) For Goods to be delivered, the Seller may charge the Buyer for delivery at any time (notwithstanding that it may not have previously done so). Delivery fees must be paid to the Seller in full prior to the delivery taking place.
- (b) Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by the Seller.

- (c) The Seller will not be held liable for any loss related to issues with the delivery, including delay.

4 TITLE AND RISK

- (a) Until the price of Goods is paid in full, title in those Goods is retained by the Seller.
- (b) Risk in the Goods will pass on delivery to the Buyer. Delivery may not be refused by the Buyer.
- (c) If the Buyer does not pay for any Goods on the due date for payment, the Buyer authorises the Seller, its employees and agents to enter any premises occupied by the Buyer or any other place where the Goods are located and use reasonable force to retake possession of the Goods without liability for trespass or damage.
- (d) The Seller may at its option keep or resell Goods retaken from the Buyer.
- (e) If the Buyer sells the Goods or sells items into which the Goods are incorporated before payment in full to the Seller, the Buyer acknowledges that such sale is made by the Buyer as bailee for and on behalf of the Seller, to hold the proceeds of sale on trust for the Seller, in an account in the name of the Seller, and must pay that amount to the Seller on demand.

5 RETURNS

5.1 RETURN OF GOODS

- (a) The Seller will only accept returns of Goods if:
 - (i) the Goods are defective and the Buyer complies with the provisions of this clause 5; or
 - (ii) the Seller agrees in writing to accept return the Goods.
- (b) If the Buyer fails to comply with the provisions of this clause 5 in respect of defective Goods, the Buyer may, in its discretion, issue only a partial refund or no refund in respect of such defective Goods, provided that nothing in this clause 5 is intended to limit the operation of any manufacturers' warranties which the Buyer may be entitled to or any rights of the Buyer which cannot be excluded under applicable law.

5.2 DEFECTIVE GOODS

The following process applies to any Goods that the Buyer believe to be faulty or defective.

- (a) If the Buyer believes their Goods are faulty, please contact the Seller using the details provided on the Seller's website with a full description of the fault (including detailed images).
- (b) If the Seller determines that the Buyer's Goods may be faulty, the Seller will request that the Buyer sends the Goods back to the Seller at the Buyer's cost for further inspection, including any accessories, manuals, documentation or registration shipped with the Goods. The Seller reserves the right to further inspection before deeming any Goods faulty.
- (c) If the Seller determines in their reasonable opinion that the Goods are not faulty, or are faulty due to fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, the Seller will refuse the Buyer's return and send the Goods back to the Buyer at the Buyer's cost.
- (d) If the Seller determines that the Goods are faulty, the Buyer will be credited the full amount paid (excluding shipping costs and registration cost mentioned in the invoice) and the Buyer may request a refund, exchange or store credit. All refunds will be credited back to the Buyer's original method of payment unless the Buyer requests otherwise and the Seller approves this request.
- (e) If the Buyer fails to comply with the provisions of this clause 5 in respect of faulty Goods, the Seller may, in their absolute discretion, issue only a partial refund or no refund in respect of the faulty Goods.

- (f) Nothing in this clause 5 is intended to limit or otherwise affect the operation of any manufacturers' warranties which the Buyer may be entitled to or any of the Buyer's rights which cannot be excluded under applicable law.

5.3 REFUNDS

In order to obtain a refund, the Buyer must (unless otherwise directed by the Seller):

- (a) affix the Return Authorisation Number issued by the Seller to the defective Goods;
- (b) if reasonably possible, pack the relevant Goods in their original packaging including any accessories, manuals, documentation or registration shipped with the Goods; and
- (c) return the Goods to the Seller either in-store, or via courier subject to clause 5.4.

5.4 PICK-UPS

If the Buyer had received the defective Goods by courier, the Buyer must contact the Seller within 3 calendar days of receiving the item prior to returning the item and the Buyer must organise the return. Seller is not responsible for the cost involve in the return process.

6 WARRANTY

6.1 THE WARRANTY AND WHAT THE WARRANTY COVERS

- (a) The Seller agrees to provide a limited warranty (**Warranty**) for Goods sold under this agreement for a period of 1 year after the sale of those Goods.
- (b) This Warranty will not apply if the Goods are transferred, used or sent to any person other than the Buyer.
- (c) The Warranty covers parts and labour required to remedy any defects in the Goods.
- (d) The Warranty only applies to defects that were not caused by the Buyer's failure to use the Goods in accordance with the manufacturer's instructions, failure to take reasonable care of the relevant Goods, lack of maintenance or fair wear and tear.
- (e) The Warranty specifically excludes the following issues:
 - (i) Goods which have not been serviced after travelling 6,000 kilometres;
 - (ii) Goods which have not been serviced for a period of 6 months;
 - (iii) Goods which have not been maintained and cared for, including paint, galvanise and trim, in accordance with the Seller's recommendations;
 - (iv) any damage resulting from an accident, impact, fire, improper repairs, or illegal use or malicious or accidental damage to your trailer (including damage by a third party);
 - (v) any damage due to events out of the Seller's control including events reasonably defined as Force Majeure events;
 - (vi) any defects occurring where the Buyer has used the Goods not in accordance with the operating instructions or design specifications;
 - (vii) any defects occurring from (but not limited to) operator negligence, misuse or abuse, loading and towing beyond the specified load and capacity, use of the Goods in off-road conditions beyond the designed or intended use of the Goods or tampering or disconnection of electrics, and loading corrosive substances or sharp objects;
 - (viii) any modifications, dismantling or other alterations that have not been approved by the Seller, and any defects caused by changes to original equipment and the fitment of non-approved parts or accessories;
 - (ix) any defects that the Buyer has failed to report within a timely manner and/or remedied promptly in accordance with the manufacturer's recommendations following an accident or damage or after a defects becomes known or suspected; and

- (x) defects related to cosmetic appearance of the Goods, including rust or the fading of any galvanised, painted or other types of surfaces.

6.2 MAKING A CLAIM UNDER THE WARRANTY

- (a) If, within 1 year of the purchase date, the Buyer believes that the Goods are faulty, the Buyer may contact the Seller by using the email address provided on the Seller's website with full details of the fault (including detailed images).
- (b) If the Seller determines, in their reasonable opinion:
 - (i) that the relevant Goods are faulty and covered by the Warranty, the Seller will provide the Buyer with a repair of the Goods at the Seller's cost; or
 - (ii) that the relevant Goods are not faulty, or are faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, the Seller will refuse the Buyer's warranty claim.

6.3 EXPENSES RELATED TO REPAIR

The Buyer will need to cover any travel expenses or shipping expenses incurred by the Seller related to the repair of the Goods under the Warranty if the Buyer requires that the repair be conducted within 4 weeks after the Buyer's contacts the Seller to remedy a defect in the Goods.

6.4 NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, all express or implied representations and warranties not express stated in this agreement, or in written terms and conditions issued by us, are excluded.

7 LIABILITY

7.1 LIMITATION & WARRANTIES

- (a) To the maximum extent permitted by applicable law, the Seller limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any Goods provided by the Seller to \$1,000 (AUD).
- (b) Goods sold by the Seller will have only the benefit of any warranty given by the manufacturer. All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded.
- (c) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Buyer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the Goods provided.

7.2 INDEMNITY

The Buyer agrees to indemnify the Seller and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from the Buyer or the Buyer's representatives' breach of any of these terms, use of any Goods provided by the Seller.

7.3 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, under no circumstances will the Seller be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any Goods provided by the Seller (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

8 GENERAL

8.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

8.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

8.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

8.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

8.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

8.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

8.7 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

8.8 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

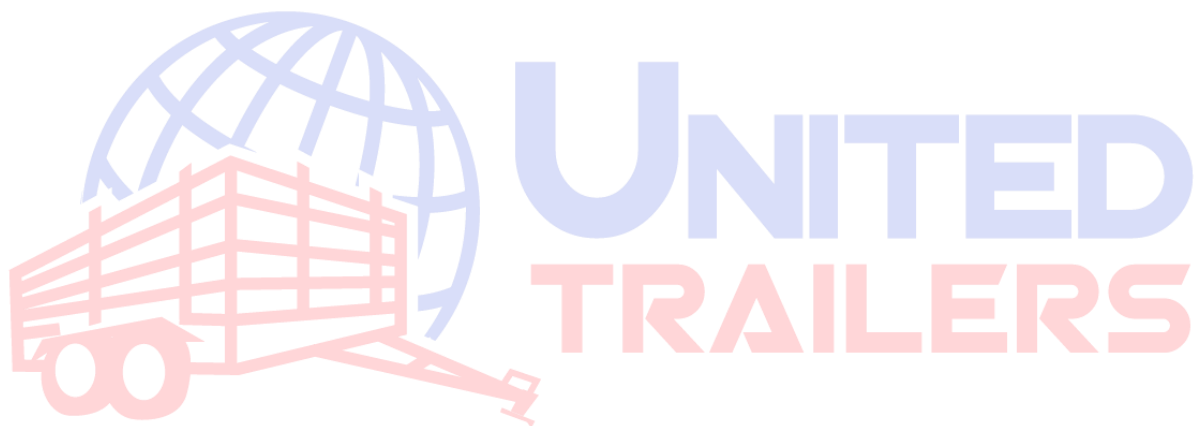
8.9 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

8.10 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed in writing.



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