



# TERMS AND CONDITIONS OF TRADE

SAHARA TRAILERS PTY LTD

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<b>TERMS AND CONDITIONS OF TRADE</b>
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"C:\Users\Support\Sahara Trailers Pty Ltd\Sahara Trailers Pty Ltd Team Site - Controlled\QUALITY MANAGEMENT\2024 TERMS AND CONDITIONS OF TRADE.docx"

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<b>REVISION HISTORY:</b>		
Issue No.	Date Issued	Description
0	04/12/2023	Original Document
1	14/02/2024	Revised Document

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<b>KEYWORDS:</b>	ADR, QUALITY MANUAL, ISO 9001, Conformity of Production
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## 1. Terms and Conditions of Trade

- 1.1 At Sahara Trailers Pty Ltd, we believe the best relationships are built on choice, transparency, and flexibility. Our Terms and Conditions of Trade are designed for simplicity so you can get on with the more important matters.
- 1.2 For these Terms and Conditions of Trade:
- 1.3 “Us”, “Our”, “We”, “Sahara Trailers Pty Ltd” “SUV Camper” “Sahara Trailers Pty Ltd” “Product(s)”, “Goods”, “Cabin”, “Manufactured Home”, “Caravan”, “Relocatable Home”, “Unit” and “Equipment” refers to any Sahara Trailers Pty Ltd Granny Flats, mobile homes, mobile granny flats, goods and Product(s) provided from time to time.
- 1.4 “You” and “Your” refer to you, the client or purchaser of Sahara Trailers Pty Ltd and/or all authorised dealers.
- 1.5 Authorised dealers include:
  - (a) Sahara Trailers Pty Ltd Townsville
  - (b) Savannah Campers Pty Ltd Cairns
  - (c) Quality Campers Darwin NT
- 1.6 Sahara Trailers Pty Ltd reserve the right to change, modify, add, or remove portions of these Terms and Conditions of Trade at any time. Sahara Trailers Pty Ltd will endeavour to notify you of any significant changes, where possible.
- 1.7 Our Goods come with guarantees that cannot be excluded under the relevant Australian Consumer Law, as amended and in place occasionally. You are entitled to a replacement or refund for a major failure. 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.
- 1.8 Sahara Trailers Pty Ltd will not, under this Term and Conditions of Trade and or associated warranty (<https://www.saharatrailers.com.au/warranty-claim>), be responsible for consequential damages (such as loss of use), inconvenience, loss or damage to personal property, whether direct, indirect, economic or whether arising in contract or tort and you agree to indemnify Sahara Trailers Pty Ltd against this. Repair or replacement of the Product(s) is your exclusive remedy. Sahara Trailers Pty Ltd shall not be liable for any special, incidental, or consequential damages, including but not limited to revenue loss You agree to indemnify Sahara Trailers Pty Ltd against this. In no event will Our entire liability exceed the Product(s)'s purchase price.

## 2. Definitions

- 2.1 “Contract” means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 2.2 “Sahara Trailers Pty Ltd” means Sahara Trailers Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Sahara Trailers Pty Ltd.
- 2.3 “Customer” means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Sahara Trailers Pty Ltd to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:
  - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
  - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
  - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
  - (d) includes the Customer’s executors, administrators, successors and permitted assigns.
- 2.4 “Goods” means all Goods (including but not limited to, any supplementary aftermarket accessories and/or consumables) or Services supplied by Sahara Trailers Pty Ltd to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 2.5 “Confidential Information” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, “**Personal Information**” such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable) and pricing details.
- 2.6 “Cookies” means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client’s computer. **If the Customer does not wish to allow Cookies**

**to operate in the background when browsing the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to browsing the website.**

- 2.7 “Price” means the Price payable (plus any GST where applicable) for the Goods as agreed between Sahara Trailers Pty Ltd and the Customer in accordance with clause 4 below.
- 2.8 “GST” means Goods and Services Tax (GST) as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).

### **3. Acceptance**

- 3.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Services provided by Sahara Trailers Pty Ltd.
- 3.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered, the terms of this Contract shall prevail.
- 3.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 3.4 In the event that the Goods and/or Services provided by Sahara Trailers Pty Ltd are the subject of an insurance claim that the Customer has made, then the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by Sahara Trailers Pty Ltd and shall ensure payment is made before the collection of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan irrespective of whether the insurance claim is successful.
- 3.5 Electronic signatures shall be deemed to be accepted by either party, providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### **4. Errors & Omissions**

- 4.1 The Customer acknowledges and accepts that Sahara Trailers Pty Ltd shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Sahara Trailers Pty Ltd in the formation and/or administration of this Contract; and/or
  - (b) contained/omitted in/from any literature (hard copy and/or electronic) supplied by Sahara Trailers Pty Ltd in respect of the Services.
- 4.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Sahara Trailers Pty Ltd; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

### **5. Price and Payment**

- 5.1 At Sahara Trailers Pty Ltd sole discretion, the Price shall be either:
- (a) as indicated on invoices provided by Sahara Trailers Pty Ltd to the Customer in respect of the Goods or Services supplied; or
  - (b) the Price as at the date of Delivery of the Goods or Services according to Sahara Trailers Pty Ltd current price list; or
  - (c) Sahara Trailers Pty Ltd estimated Price (subject to clause 5) which shall not be deemed binding upon Sahara Trailers Pty Ltd as the actual Price can only be determined upon completion of the Services. Sahara Trailers Pty Ltd undertakes to keep the Customer informed should the actual Price look likely to exceed the original estimate.
  - (d) Sahara Trailers Pty Ltd quoted Price (subject to clause 5) which shall be binding upon Sahara Trailers Pty Ltd provided that the Customer shall accept Sahara Trailers Pty Ltd quotation in writing within seven (7) days of issue. Where the Sahara Trailers Pty Ltd quoted Price has been given to the customer during a sale event then the Customer shall accept Sahara Trailers Pty Ltd quotation prior to the expiration of the sale event.
- 5.2 Upon confirmation of an order, a minimum deposit of 10% of the total purchase price shall become due and payable. If the purchaser wishes to cancel the order, the amount refundable will be at the sole discretion of

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- Sahara Trailers Pty Ltd. Cancellation of orders for Goods made to the Customer's specifications, special orders or for non-stock items, will not be accepted once an order has been placed.
- 5.3 For all models and Product(s), your order must be paid in full before they are collected. If you fail to make any required payments, Sahara Trailers Pty Ltd may withhold the consignment of the Product(s) until all amounts are paid in full.
- 5.4 Payment Process
- (a) Deposit Paid: The order is listed as an offer accepted by the client, and stock is allocated from stock on hand or incoming stock.
- (b) Balance Due: Once Sahara Trailers Pty Ltd are one week from your completion date, Sahara Trailers Pty Ltd will email your invoice for the final payment.
- 5.5 Where Sahara Trailers Pty Ltd is requested to store the Customer's Product(s) or the Product(s) is not collected within twenty-four (24) hours of advice to the Customer that they are ready for collection, then Sahara Trailers Pty Ltd (at its sole discretion) may charge a reasonable fee for storage.
- 5.6 Storage Fees – Non-payments
- (a) For standard orders, if payment has not been made by your due date, Sahara Trailers Pty Ltd has the sole right to allocate your Product(s) to another client. Once your payment has been made, you will be allocated the next available Product(s); or
- (b) Should your invoice become 5 days overdue, Sahara Trailers Pty Ltd have the right to charge storage fees at \$50.00 per day until your Product(s) has been collected.
- 5.7 At Sahara Trailers Pty Ltd sole discretion:
- (a) payment shall be due on completion of the Services before the Product(s) have been collected.
- 5.8 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Sahara Trailers Pty Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.9 Payment will be made by cash, bank cheque, electronic/online banking, credit card (a surcharge may apply per transaction of the Price), or by any other method as agreed to between the Customer and Sahara Trailers Pty Ltd.
- 5.10 Unless otherwise stated, the Price does not include GST. In addition to the Price, the Customer must pay Sahara Trailers Pty Ltd an amount equal to any GST Sahara Trailers Pty Ltd must pay for any supply by Sahara Trailers Pty Ltd under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 5.11 You and Sahara Trailers Pty Ltd agree to comply with our respective obligations regarding the Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

## 6. Deposit, Cancellations and Variations

- 6.1 Once you have paid the required deposit, Sahara Trailers Pty Ltd take this as acceptance of our quote and your acceptance of these Terms and Conditions of Trade and Warranty.
- 6.2 Your required deposit amount will be shown at the bottom of your quote. The balance is due and payable before delivery/pick up of your Product(s).
- 6.3 For our standard range ("One bedroom 20 container houses, 1 – 1-bedroom container house"), if you wish to cancel your order before delivery, Sahara Trailers Pty Ltd reserve the right to keep a \$2,000 administration fee.
- 6.4 For custom designs and our ("2-bedroom container house and Site office 20 foot"), and any custom Product(s), a non-refundable deposit of 50% is due and payable before Sahara Trailers Pty Ltd starts manufacturing your Product(s).
- 6.5 Should Sahara Trailers Pty Ltd provide our written consent to your requested cancellation or variation of an order, you must indemnify us against any losses incurred by Sahara Trailers Pty Ltd due to your cancellation or variation and cover all our reasonable costs or additional costs associated with your cancellation or variation.

## 7. Refunds

- 7.1 Refunds of your Product(s), after you have taken delivery, will be decided upon a case-by-case assessment by Sahara Trailers Pty Ltd and in our sole discretion. If Sahara Trailers Pty Ltd accept your request for a refund:
- (a) You are liable for any cost incurred to pack up the Product(s).

- (b) All Product(s) you wish to return to Sahara Trailers Pty Ltd must be in the condition in which they were delivered to you.
- (c) You are liable to pay for all costs associated with the return of the Product(s).

## 8. Additional Charges

- 8.1 Sahara Trailers Pty Ltd reserves the right to change the Price:
  - (a) if a variation to the Services which are to be provided is requested; or
  - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, further faults which are found upon disassembly and/or further inspection, additional labour required when installing Customer supplied materials etc) which are only discovered upon commencement of the Services; or
  - (c) in the event of increases to Sahara Trailers Pty Ltd in the cost of labour or Goods, or fluctuations in currency exchange rates, which are beyond Sahara Trailers Pty Ltd control.
- 8.2 All tow and/or salvage fees will be charged to the Customer and will be added to the Price.
- 8.3 If Sahara Trailers Pty Ltd has been requested by the Customer to diagnose a fault that requires disassembly and/or testing, all costs involved will be charged to the Customer irrespective of whether or not the repair goes ahead.
- 8.4 The Customer acknowledges and agrees that Sahara Trailers Pty Ltd shall be entitled to:
  - (a) retain any components replaced during the provision of the Services; and
  - (b) the right to retain all proceeds obtained from the sale of such components to any auto recycler or salvage yard.

## 9. Delivery

- 9.1 At Sahara Trailers Pty Ltd sole discretion delivery of the Product(s) such as Mobile Caravan Granny flats and homes, Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan shall take place at Sahara Trailers Pty Ltd Dealership or Authorised Sahara Trailers Pty Ltd Selling Agent trading address.
- 9.2 Where Sahara Trailers Pty Ltd is to provide any Services at the Customer's nominated address, then the Customer shall be liable for all costs incurred by Sahara Trailers Pty Ltd from the time they depart from, and until they return to, their normal place of work (including, but not limited to, mileage and time calculated at Sahara Trailers Pty Ltd standard rates and any Goods purchased for the Services).
- 9.3 The Customer acknowledges and accepts that a **Call Out fee** will apply for delivering any Goods and/or Services more than thirty kilometres (30kms) from the depot unless Sahara Trailers Pty Ltd agrees otherwise.
- 9.4 Any time specified by Sahara Trailers Pty Ltd for delivery of the Goods is an estimate only, and Sahara Trailers Pty Ltd will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However, both parties agree that they shall endeavour to enable the Goods to be delivered at the time and place as was arranged between them. In the event that Sahara Trailers Pty Ltd is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Sahara Trailers Pty Ltd shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 9.5 The Customer shall ensure that Sahara Trailers Pty Ltd always has clear and free access to enable them to undertake the Services and/or deliver the Goods. Sahara Trailers Pty Ltd shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Sahara Trailers Pty Ltd.

## 10. Risk

- 10.1 Risk of damage to or loss of the product(s) and accessories passes to the Customer on Delivery. The Customer must insure the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan and accessories on or before Delivery.
- 10.2 If the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan is damaged or destroyed before delivery to the Customer, Sahara Trailers Pty Ltd is entitled to receive all insurance proceeds payable for the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan. The production of these terms and conditions by Sahara Trailers Pty Ltd is sufficient evidence of Sahara Trailers Pty Ltd rights to receive the insurance proceeds without the need for any person dealing with Sahara Trailers Pty Ltd to make further enquiries.
- 10.3 The Customer acknowledges and agrees that where Sahara Trailers Pty Ltd has performed temporary repairs

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on the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan that:

- (a) Sahara Trailers Pty Ltd offers no guarantee against the reoccurrence of the initial fault, or any further damage caused; and
  - (b) Sahara Trailers Pty Ltd will immediately advise the Customer of the fault. They shall provide the Customer with an estimate for the full repair of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan.
- 10.4 Sahara Trailers Pty Ltd will accept no responsibility for valuables or other items left in the Customer's Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan. The Customer is responsible for removing any valuables prior to servicing/repair.
- 10.5 The Customer acknowledges that Sahara Trailers Pty Ltd is only responsible for Goods that Sahara Trailers Pty Ltd replace and that in the event that other components subsequently fail, the Customer agrees to indemnify Sahara Trailers Pty Ltd against any loss or damage to the Goods or the Customer's Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan , or caused by the components, or any part thereof howsoever arising.
- 10.6 Sahara Trailers Pty Ltd shall not be liable for the loss of or damage to the Customer's Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan , its accessories or contents while being repaired or operated in connection with the authorised Services (including in the event of a call-out: it shall be the Customer's responsibility to remain with the camper trailer to ensure the security of the same) unless caused by the negligence of Sahara Trailers Pty Ltd, or Sahara Trailers Pty Ltd employees.
- 10.7 It is the Customer's responsibility to ensure that the Customer's Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks) whilst stored at Sahara Trailers Pty Ltd premises. The Product(s) is at all times stored and repaired at the Customer's sole risk.

## 11. Title

- 11.1 Sahara Trailers Pty Ltd and the Customer agree that ownership of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan shall not pass until:
- (a) the Customer has paid Sahara Trailers Pty Ltd all amounts owing to Sahara Trailers Pty Ltd; and
  - (b) the Customer has met all its other obligations to Sahara Trailers Pty Ltd.
- 11.2 Receipt by Sahara Trailers Pty Ltd of any form of payment other than cash shall not be deemed payment until that form of payment has been honoured, cleared, or recognised.
- 11.3 It is further agreed that:
- (c) until ownership of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan and will not remove the Product(s) from Sahara Trailers Pty Ltd.
  - (d) the Customer shall not charge or grant an encumbrance over the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan nor grant nor otherwise give away any interest in the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan while they remain the property of Sahara Trailers Pty Ltd.

## 12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 12.1 The Customer must inspect the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan on delivery and must within twenty-four (24) hours of delivery notify Sahara Trailers Pty Ltd in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Customer must allow Sahara Trailers Pty Ltd to inspect the product.
- 12.2 You may return a product within 24 Hours of receiving your purchase, provided that you have obtained written approval from Sahara Trailers Pty Ltd Dealership. The returned products must be in the original unopened, unused, and undamaged condition. Any product used, damaged, or modified in any way will not be accepted for return.



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- 12.3 Any opened packaging will not be accepted for return.
- 12.4 Under no circumstances will monies be refunded before the goods are returned to the Sahara Trailers Pty Ltd Dealership and checked as being in the original unopened and undamaged condition.
- 12.5 All returns are subject to a 20% Purchase price restocking and Administration fee, which the Purchaser authorises Sahara Trailers Pty Ltd to be deducted from the purchase price balance to be refunded to the Purchaser.
- 12.6 Sahara Trailers Pty Ltd will only refund by direct deposit to the Purchaser once they have received the Purchaser's Banking Details. They will only deposit funds into an account in the purchaser's name.
- 12.7 Refunds take approximately 5-10 days to process by direct deposit.
- 12.8 Purchases must be returned to the place of purchase with proof of purchase within the specified period.
- 12.9 SUV Camper will not refund any other costs to the Purchaser for returning the product to Sahara Trailers Pty Ltd.
- 12.10 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non- Excluded Guarantees**).
- 12.11 Sahara Trailers Pty Ltd acknowledge that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 12.12 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Sahara Trailers Pty Ltd makes no warranties or other representations under these terms and conditions, including but not limited to the quality or suitability of Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan. Sahara Trailers Pty Ltd's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 12.13 If the Customer is a consumer within the meaning of the CCA, Sahara Trailers Pty Ltd liability is limited to the extent permitted by section 64A of Schedule 2.
- 12.14 If Sahara Trailers Pty Ltd is required to replace the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan under this clause or the CCA, but is unable to do so, Sahara Trailers Pty Ltd may refund any money the Customer has paid for the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan.
- 12.15 If the Customer is not a consumer within the meaning of the CCA, Sahara Trailers Pty Ltd liability for any defect or damage in the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan is:
  - (a) limited to the value of any express warranty or warranty documentation provided to the Customer by Sahara Trailers Pty Ltd at Sahara Trailers Pty Ltd's sole discretion.
  - (b) limited to any warranty to which Sahara Trailers Pty Ltd is entitled if Sahara Trailers Pty Ltd did not manufacture the Goods.
  - (c) otherwise negated absolutely.
- 12.16 Subject to this clause 9, returns will only be accepted provided that:
  - (a) the Customer has complied with the provisions of clause 9.1; and
  - (b) Sahara Trailers Pty Ltd has agreed that the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan is defective; and
  - (c) the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan is returned within a reasonable time at the Customer's cost (if that cost is not significant); and
  - (d) The Product(s), such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan, is returned in as close a condition to that in which it was delivered as is possible.
- 12.17 Notwithstanding clauses 9.1 to 9.8 but subject to the CCA, Sahara Trailers Pty Ltd shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - (a) the Customer failing to properly maintain or store the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan
  - (b) the Customer using the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan for any purpose other than that for which they were designed;
  - (c) the Customer continuing the use the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Customer failing to follow any instructions or guidelines provided by Sahara Trailers Pty Ltd;
  - (e) fair wear and tear, any accident, or act of God.
- 12.18 Sahara Trailers Pty Ltd may, in its absolute discretion, accept non-defective Product(s) such as Mobile Caravan

Granny Flats and Homes, camper trailers, Hybrid Caravans or Caravans for return, in which case Sahara Trailers Pty Ltd may require the Customer to pay handling fees of twenty percent (20%) of the invoiced value of the returned Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan plus any freight costs. Any used items sold with the Product(s), such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan, cannot be returned due to them being used.

- 12.19 Notwithstanding anything contained in this clause, if Sahara Trailers Pty Ltd are required by a law to accept a return, then Sahara Trailers Pty Ltd will only accept a return on the conditions imposed by that law.

### **13. Faults**

- 13.1 If a fault arises with your Goods, cease using the Goods and contact us in the first instance.  
13.2 If you repair/replace the fault/part before notifying Sahara Trailers Pty Ltd, Sahara Trailers Pty Ltd reserve the right to refuse reimbursement.

### **14. Warranties:**

- 14.1 Complete the warranty form and required fields on the website <https://www.saharatrailers.com.au/warranty-claim>.
- (a) Warranties against defects:
  - (b) Sahara Trailers Pty Ltd warrant that all parts of the Product(s) are free from defects for 12 months.
  - (c) Sahara Trailers Pty Ltd reserve the right to engage a local tradesperson or use our own technician to rectify any faults.
  - (d) Sahara Trailers Pty Ltd will repair and/or replace the faults at no expense to you.
  - (e) If the Product(s) must be returned to Sahara Trailers Pty Ltd, you are liable to pay all associated costs with returning the Product(s).
  - (f) Sahara Trailers Pty Ltd reserve the right to replace parts with similar quality and grade.
  - (g) Sahara Trailers Pty Ltd reserve the right to inspect the fault.
- 14.2 The warranty period will be void if:
- (a) The Product(s) have been majorly and/or structurally altered, modified, or repaired by another party other than Sahara Trailers Pty Ltd.
- 14.3 Sahara Trailers Pty Ltd can't discover any faults;
- (a) The fault is within the industry standards;
  - (b) The fault has arisen due to your, or any third party's failure or neglect to maintain the Product(s) or
  - (c) The Product has been subject to abnormal conditions, including, but not limited to, extreme environmental conditions, flooding, fire, misuse, accident damage, hail, and/or storms.
- 14.4 The warranty does not cover normal wear and tear.  
14.5 Sahara Trailers Pty Ltd use components that have a third-party warranty by their supplier.  
14.6 Not limiting the automatic consumer guarantees, Sahara Trailers Pty Ltd's 12-month voluntary warranty period will start from your pick-up date.

### **15. Set up of the Product (s)**

- 15.1 You are responsible for the following (if applicable):
- (a) A licensed electrician must connect the Product(s) to mains power, install any light fittings, power points, or light switches, and complete the final electrical certification of the Product(s).
  - (b) A licenced plumber must be used to connect the Product(s) to sewer mains (if required). Council fees and approvals may apply to this.
  - (c) A licenced plumber must be used to connect the Product(s) to water and grey waste.
  - (d) Using a licenced carpenter or builder to set up the Product(s) is recommended. This includes levelling the trailer/base, folding out the sides, installing windows, flashings, skirting and cornices, and anything else reasonably required for the purpose of set up.
  - (e) A licenced gas fitter must be used to install any gas fittings and appliances.
  - (f) Arranging the set up (installation) of our Product(s) and must bear any associated costs.
- 15.2 Sahara Trailers Pty Ltd take no responsibility or liability for any injury and/or damages from the actions of using third party or tradesmen at any point during the setup or use of the Product(s) provided, and you indemnify Sahara Trailers Pty Ltd in respect of any loss or claims in relation to this.  
15.3 It is recommended that the foundations where the Product(s) sit be checked every six (6) to twelve (12) months for any movement or settlement.

- 15.4 Under relevant State and Territory legislation, as in place from time to time, you must have working smoke alarms in your Product(s) in accordance with any fire safety laws. Sahara Trailers Pty Ltd recommend having one (1) smoke alarm in each bedroom and one (1) in the living area.

## **16. Indemnity**

- 16.1 You agree to indemnify and keep indemnified Sahara Trailers Pty Ltd, our servants, and agents in respect of any claim or demand made or action commenced by any person (including but not limited to you):
- (a) Against Sahara Trailers Pty Ltd; or
  - (b) For which we are liable;
- 16.2 In connection with any loss arising from or incidental to:
- (a) The supply of the Product(s);
  - (b) The subject matter of these Terms and Conditions of Trade;
- 16.3 This includes, but is not limited to, any legal costs incurred by Sahara Trailers Pty Ltd in relation to meeting any claim or demand or any party/party legal costs for which Sahara Trailers Pty Ltd are liable in connection with any such claim or demand.
- 16.4 You agree and acknowledge that except for the provisions of these Terms and Conditions of Trade, Sahara Trailers Pty Ltd do not make any warranty, assurance, promise or representation regarding the quality, fitness for purpose or use, suitability, or merchantability of the Product(s) for any purpose whatsoever, and that in entering into these Terms and Conditions of Trade, you have relied entirely on your own enquiries, knowledge, skill and judgement.

## **17. Intellectual Property**

- 17.1 The parties agree and acknowledge that Sahara Trailers Pty Ltd are the exclusive owner of any intellectual property.
- 17.2 For the purpose of this clause, intellectual property includes trademarks, patents, copyrights, designs, layout-designs (topographies) of integrated circuits, processes and confidential information as may be applicable to the Product(s) and to any advertising and promotional material and any technical materials and user manuals/videos associated with the manufacture or supply of the Product(s), that is capable of legal protection, regardless of whether such legal protection has been formally obtained.
- 17.3 You agree that you will not, as a result of entering into any dealings with Sahara Trailers Pty Ltd, or purchasing any Product(s) from Sahara Trailers Pty Ltd, acquire any intellectual rights in the Product(s). You must not challenge or dispute our ownership of our intellectual property.
- 17.4 You must not do anything or omit to do anything which could detrimentally affect the ownership of our intellectual property.
- 17.5 You agree that you will not infringe on our intellectual property rights and will notify Sahara Trailers Pty Ltd immediately upon becoming aware of any suspected or actual infringement.
- 17.6 You must comply with our reasonable instructions and requests about maintaining the protection of our intellectual property.
- 17.7 Where Sahara Trailers Pty Ltd has designed, drawn, or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Sahara Trailers Pty Ltd. Under no circumstances may such designs, drawings and documents be used without the express written approval of Sahara Trailers Pty Ltd.
- 17.8 The Customer warrants that all designs, specifications, or instructions given to Sahara Trailers Pty Ltd will not cause Sahara Trailers Pty Ltd to infringe any patent, registered design, or trademark in the execution of the Customer's order and the Customer agrees to indemnify Sahara Trailers Pty Ltd against any action taken by a third party against Sahara Trailers Pty Ltd in respect of any such infringement.
- 17.9 The Customer agrees that Sahara Trailers Pty Ltd may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, or Goods which Sahara Trailers Pty Ltd has created for the Customer.

## **18. Governing Law**

- 18.1 This agreement shall be governed by and constructed in accordance with the laws of the state or territory in which the Product(s) have been purchased. Any court proceedings shall be filed and heard in that state or territory. Any claim brought against Sahara Trailers Pty Ltd will be dealt with by the company that provided the Product(s) or Goods.

## 19. Force Majeure

- 19.1 Should circumstances beyond our control hinder or prevent our provision of the Product(s) to you, Sahara Trailers Pty Ltd will be free from any obligation to provide the Product(s) to you whilst such circumstances continue.
- 19.2 For as long as the circumstances beyond our control continue, Sahara Trailers Pty Ltd may, in our sole discretion, terminate your order with Sahara Trailers Pty Ltd or keep your order with Sahara Trailers Pty Ltd on foot until such circumstances have ceased.
- 19.3 Circumstances beyond our control, or Force Majeure events, include but are not limited to:
- (a) illness or injury to Sahara Trailers Pty Ltd;
  - (b) unavailability of materials or components;
  - (c) health pandemic/crisis/virus
  - (d) strikes;
  - (e) lockouts;
  - (f) riots;
  - (g) natural disasters;
  - (h) fire;
  - (i) war;
  - (j) acts of God;
  - (k) Government decrees, proclamations, or orders;
  - (l) transport difficulties; and
  - (m) failures or malfunctions of computers or other information technology systems.

## 20. Default and Consequences of Default

- 20.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment at a rate of 4.75% per calendar month (and at Sahara Trailers Pty Ltd's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2 If the Customer owes Sahara Trailers Pty Ltd any money, the Customer shall indemnify Sahara Trailers Pty Ltd from and against all costs and disbursements incurred by Sahara Trailers Pty Ltd in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Sahara Trailers Pty Ltd contract default fee, and bank dishonour fees).
- 20.3 Further to any other rights or remedies Sahara Trailers Pty Ltd may have under this Contract if a Customer has made payment to Sahara Trailers Pty Ltd. The transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Sahara Trailers Pty Ltd under this clause 11 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 20.4 Without prejudice to Sahara Trailers Pty Ltd other remedies at law Sahara Trailers Pty Ltd shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Sahara Trailers Pty Ltd shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Sahara Trailers Pty Ltd becomes overdue, or in Sahara Trailers Pty Ltd opinion the Customer will be unable to make a payment when it falls due;
  - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 20.5 You will engage in the event of default in the following circumstances:
- 20.6 You breach these Terms and Conditions of Trade for any reason, including but not limited to defaulting on any payment;
- (a) You, being a natural person, commit an act of bankruptcy, or you, being a corporation is wound up, deregistered, or dissolved, a receiver or administrator is appointed, and you enter a scheme of arrangement (other than for the purpose of restructuring),
  - (b) You assign your rights under these Terms and Conditions of Trade without our prior written consent;
- 20.7 Should an event of default occur by you, Sahara Trailers Pty Ltd will provide you with written notice to rectify the default within 7 days.
- 20.8 Where an event of default occurs which is not rectified by you, Sahara Trailers Pty Ltd may in our sole and

absolute discretion:

- (a) Refuse to supply the Product(s);
- (b) Retain all monies paid by you for Product(s) ordered but not yet supplied;
- (c) Refuse to supply you with the Product(s) ordered.

## **21. Cancellation**

- 21.1 Without prejudice to any other remedies Sahara Trailers Pty Ltd may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Sahara Trailers Pty Ltd may suspend or terminate the supply of the Camper Trailer to the Customer. Sahara Trailers Pty Ltd will not be liable to the Customer for any loss or damage the Customer suffers because Sahara Trailers Pty Ltd has exercised its rights under this clause.
- 21.2 Sahara Trailers Pty Ltd may cancel any contract to which these terms and conditions apply or cancel delivery of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan, or Caravan at any time before the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan is delivered by giving written notice to the Customer. On giving such notice Sahara Trailers Pty Ltd shall repay to the Customer any sums paid in respect of the Price. Sahara Trailers Pty Ltd shall not be liable for any loss or damage howsoever arising from such cancellation.
- 21.3 In the event that the Customer cancels the delivery of the Product(s) such as Mobile Caravan Granny Flats and Homes, camper trailer, Hybrid Caravan or Caravan, the Customer shall be liable for any loss incurred by Sahara Trailers Pty Ltd (including, but not limited to, any loss of profits) up to the time of cancellation.
- 21.4 Cancellations of orders for Goods made to the Customer's specifications, special orders, or non-stock items will not be accepted once production has commenced or an order has been placed.

## **22. Privacy Policy**

- 22.1 All emails, documents, images, or other recorded information held or used by Sahara Trailers Pty Ltd is Personal Information, as defined and referred to in clause 1.5, and therefore considered Confidential Information. Sahara Trailers Pty Ltd acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Sahara Trailers Pty Ltd acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by Sahara Trailers Pty Ltd that may result in serious harm to the Customer, Sahara Trailers Pty Ltd will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 22.2 Notwithstanding clause 13.1, privacy limitations will extend to Sahara Trailers Pty Ltd in respect of Cookies where transactions for purchases/orders transpire directly from Sahara Trailers Pty Ltd website. Sahara Trailers Pty Ltd agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
  - (a) IP address, browser, email client type and other similar details;
  - (b) tracking website usage and traffic; and
  - (c) reports are available to Sahara Trailers Pty Ltd when Sahara Trailers Pty Ltd sends an email to the Customer, so Sahara Trailers Pty Ltd may collect and review that information ("collectively Personal Information")In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Sahara Trailers Pty Ltd website.
- 22.3 The Customer shall have the right to request (by e-mail) from Sahara Trailers Pty Ltd:
  - (a) a copy of the Personal Information about the Customer retained by Sahara Trailers Pty Ltd and the right to request that Sahara Trailers Pty Ltd correct any incorrect Personal Information; and
  - (b) that Sahara Trailers Pty Ltd does not disclose any Personal Information about the Customer for the purpose of direct marketing.
- 22.4 Sahara Trailers Pty Ltd will destroy Personal Information upon the Customer's request (by e-mail) or if it is no

longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

- 22.5 The Customer can make a privacy complaint by contacting Sahara Trailers Pty Ltd via e-mail. Sahara Trailers Pty Ltd will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

## **23. Unpaid Seller's Rights**

- 23.1 Where the Customer has left any item with Sahara Trailers Pty Ltd for repair, modification, exchange or for Sahara Trailers Pty Ltd to perform any other service in relation to the item and Sahara Trailers Pty Ltd has not received or been tendered the whole of any monies owing to it by the Customer, Sahara Trailers Pty Ltd shall have, until all monies owing to Sahara Trailers Pty Ltd are paid:
- (a) a lien on the item; and
  - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 23.2 The lien of Sahara Trailers Pty Ltd shall continue despite the commencement of proceedings, or judgment for any monies owing to Sahara Trailers Pty Ltd having been obtained against the Customer.

## **24. Service of Notices**

- 24.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
  - (b) by leaving it at the address of the other party as stated in this Contract;
  - (c) by sending it by registered post to the address of the other party as stated in this Contract;
  - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
  - (e) if sent by email to the other party's last known email address.
- 24.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

## **25. Trusts**

- 25.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Sahara Trailers Pty Ltd may have notice of the Trust, the Customer covenants with Sahara Trailers Pty Ltd as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
  - (b) the Customer has full and complete power and authority under the Trust to enter into the Contract, and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust, or be a party to any other action which might prejudice that right of indemnity;
  - (c) the Customer will not, without consent in writing of Sahara Trailers Pty Ltd (Sahara Trailers Pty Ltd will not unreasonably withhold consent), cause, permit, or suffer any of the following events:
    - (i) the removal, replacement, or retirement of the Customer as trustee of the Trust;
    - (ii) any alteration to or variation of the terms of the Trust;
    - (iii) any advancement or distribution of capital of the Trust; or
    - (iv) any resettlement of the trust property.

## **26. Dispute Resolution**

- 26.1 If a dispute arises between the parties to this Contract, then either party shall send to the other party a notice of dispute in writing, adequately identifying and providing details of the dispute. Within fourteen (14) days after the service of a notice of dispute, the parties shall confer at least once to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved, either party may, by further notice in writing delivered by hand or sent by certified mail to the other party, refer such dispute to arbitration. Any

arbitration shall be:

- (d) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
- (e) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

## **27. General Terms**

- 27.1 It is your responsibility to check your local council and State legislation regarding the use and occupancy of Our Product(s)/s on your property or any other property where you may keep the Product(s) from time to time.
- 27.2 You are satisfied that Our Product(s) suits your intended purpose and location.
- 27.3 Sahara Trailers Pty Ltd are not responsible for any penalties incurred against you by the council or any government bodies for the misuse of the Product(s).
- 27.4 It is your responsibility to know the weights of the Product(s) and the implications of the towing limits and breaking requirements of any vehicle towing the Product(s).
- 27.5 Sahara Trailers Pty Ltd offer a Product(s) that is manufactured overseas. Sahara Trailers Pty Ltd check every Product(s) in our Australian factories for major damage. However, due to our business's price point and nature, our Product(s) may have imperfections, and there could be damage in spots that cannot be inspected in our Australian factories. Minor defects are deemed satisfactory by You and Sahara Trailers Pty Ltd.
- 27.6 You have been given the opportunity to inspect our display models (and/or other Product(s)), and you have accepted our Product(s) to reassemble in a similar condition to our display Product(s).
- 27.7 Sahara Trailers Pty Ltd are not legally responsible for any loss or damage you might suffer in relation to purchasing one of our Products/s, whether from errors or omissions in our documents or information.
- 27.8 You agree to comply with all laws, regulations and rules relating to your use of our website, your interactions with Sahara Trailers Pty Ltd and your placement of any orders with Sahara Trailers Pty Ltd.
- 27.9 Sahara Trailers Pty Ltd must agree to any variations to these Terms and Conditions of Trade for Your order in writing.
- 27.10 You agree that all specifications for your order of the Product(s) will be included in the quote provided by Sahara Trailers Pty Ltd, and you agree that the information provided in the quote is accurate.
- 27.11 You agree and acknowledge that Sahara Trailers Pty Ltd will rely on information provided by you about your order for Product(s) and any costs incurred by Sahara Trailers Pty Ltd in reliance on incorrect or inadequate information that may result in additional costs charged to you, which you will be liable for.
- 27.12 You must pay Sahara Trailers Pty Ltd, if demanded by us, in our sole discretion, interest at the rate of 10% per annum on all overdue amounts owed by you to Sahara Trailers Pty Ltd. Such interest will be calculated daily and compounded monthly.
- 27.13 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. 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.
- 27.14 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which Sahara Trailers Pty Ltd has its principal place of business and are subject to the jurisdiction of the Rockhampton Courts in Queensland.
- 27.15 Subject to clause 9, Sahara Trailers Pty Ltd shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Sahara Trailers Pty Ltd of these terms and conditions (alternatively Sahara Trailers Pty Ltd liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 27.16 Sahara Trailers Pty Ltd may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 27.17 The Customer cannot licence or assign without the written approval of Sahara Trailers Pty Ltd.
- 27.18 Sahara Trailers Pty Ltd may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Sahara Trailers Pty Ltd sub-contractors without the authority of Sahara Trailers Pty Ltd.
- 27.19 The Customer agrees that Sahara Trailers Pty Ltd may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes

## **TERMS AND CONDITIONS OF TRADE – SAHARA TRAILERS PTY LTD**

shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Sahara Trailers Pty Ltd to provide Goods to the Customer.

- 27.20 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.
- 27.21 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

### **28. Advice and Information**

- 28.1 Any advice, recommendations, information, assistance, or service given by Sahara Trailers Pty Ltd in relation to the Product(s) is given in good faith and believed to be accurate, appropriate, and reliable at the time it is given but is provided without any warranty or accuracy, appropriateness, or reliability. Sahara Trailers Pty Ltd do not accept any liability or responsibility for any loss suffered from your reliance on such advice, recommendation, information, assistance, or service.

### **29. Severability**

- 29.1 Any provision of these Terms and Conditions of Trade, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions of Trade or affecting the validity or enforceability of such provisions in any other jurisdiction.

### **30. Waiver**

- 30.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

**By paying your deposit, you will be deemed to have read, understood, and accepted our Terms and Conditions of Trade.**