

# Invoice Terms and Conditions of Sale

## 1 In This Agreement

- (a) 'Voyager Trailers' means Voyager Trailers Pty Ltd (Abn 24 137 853 859), and;
- (b) 'You' means the customer and 'Your' has a similar reference to the customer, and;
- (c) 'Goods' means the trailers, repairs and other goods and services specified in the invoice, and;
- (d) 'The Invoice Price' means the amount set out on the invoice.

## 2 General

You agree to accept the goods sold by Voyager Trailers on these terms and conditions which shall apply to the exclusion of all others including any of your terms and conditions (whether on your or otherwise). Upon Voyager Trailers receipt of your order you will be deemed to agree to these terms and conditions of sale to the exclusion of all others.

These terms and conditions replace all previous terms and conditions.

## 3 Payment.

- (a) 20% (twenty percent) non refundable deposit is required to secure your valid order.
- (b) Balance of payment is due on pick up of goods.

## 4 Cancellation.

No order may be cancelled except with the consent in writing of Voyager Trailers and on terms which will indemnify Voyager Trailers against all direct, indirect and consequential losses.

## 5 Returned Goods.

Voyager Trailers shall not be under any obligation to accept goods returned by you and will only do so on terms to be agreed in writing in each individual case.

## 6 Retention of title.

Voyager Trailers reserves the following rights in relation to the Goods until all accounts owed by you to Voyager Trailer are fully paid;

- (a) legal ownership of the Goods;
- (b) to enter your premises (or the premises of any associated Company or Agent where the Goods are located) without liability or any resulting damage and retake possession of the Goods; and
- (c) to keep or resell any Goods repossessed pursuant to the clause 6 (b) above.

## 7 Voyager Trailers Quotations

- A. Any quotations given by Voyager Trailers shall not constitute an offer to sell. An order placed by you pursuant to the quotation given by Voyager Trailers is not binding on Voyager Trailers.
- B. Every quotation is an estimate only and is subject to withdrawal, corrections or alterations at any time prior to Voyager Trailers acceptance of your order.

## 8 Loss.

Voyager Trailers is not responsible for any loss to you caused for any reason which is outside Voyager Trailers direct control whether or not such loss is caused by Voyager Trailers negligence or that of its servants, agents or subcontractors.

Your attention is directed to the provision of the Trade Practices Act

1974 ('the Act') and other similar legislation which require Voyager Trailers to warrant the suitability and fitness of the goods. All such legislative and common law condition, warranties and other rights provided to you are excluded except where it is not lawful to do so. Your attention is directed to Section 68A of the Act. Voyager Trailers requires goods to be returned to the place of purchase, and elects to limit its liability as allowed, to any one or more of the following as Voyager Trailers may choose.

- A. the repair of the goods, or
- B. the replacement of the goods or the supply of equivalent goods.

## 9 Exclusion

Voyager Trailers shall not be liable in tort, contract or otherwise for any damage, injury or losses (including economic loss) of any kind suffered or purported to be suffered by you or any third party resulting from, arising out of, or in connection with the acquisition, delivery use or possession of the goods howsoever caused, including, but not limited to any negligence or breach of contract by Voyager Trailers. All legislation which requires Voyager Trailers to warrant the suitability and fitness of the goods or services will not be responsible for:

- A. Defects in goods which Voyager Trailers could not have reasonably been aware of at the time the invoice was made.
- B. Any loss or damage suffered by you as a result of damage to goods or delays in services to be provided by Voyager Trailers caused by events unforeseen at the time the invoice was made.
- C. Any loss or damage either in contract or in tort of any breach of this invoice including but not limited to loss of profits, damages, costs and expenses.

## 10 Warranty.

Voyager Trailers provides a 12month (twelve month) structural warranty from purchase completion date for domestic use trailers and 6month (six month) structural warranty for commercial use trailers.

Voyager Trailers provides a 12month (twelve month) structural warranty from purchase completion date for repairs and modifications to domestic use trailers and 6month (six month) structural warranty.

For repairs and modifications for commercial use trailers. This warranty shall not apply to or include any of the following.

- A. Accident.
- B. Abuse or Misuse.
- C. Lack of proper maintenance.
- D. Deterioration due to normal use and exposure.
- E. Damage and corrosion from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lighting, flood and the like.
- F. Damage and corrosion from chemical exposure.

**11 Notification**

You agree to notify in writing Voyager Trailers of any complaint concerning goods or services provided by Voyager Trailers.

**12 Inspection.**

After delivery or collection you agree to promptly inspect the goods and notify Voyager Trailers within seven (7) days of that date of any missing, damaged or defected goods.

**13 Risk.**

Risk in goods shall pass to you on delivery to you or your carrier.

**14 Right to Discontinue**

Voyager Trailers may terminate this agreement without notice to you if you either go into liquidation, are wound up or dissolved or become bankrupt, enter into a scheme of arrangement with your creditors or any class thereof, or place under official management or have a receiver or manager appointed over any of you assets.

**15 Terms of Trade.**

A. Any purchase terms set by you are excluded unless at any time agreed in writing by us.

Where the purchaser is a company the the person or persons signing this invoice agree jointly and severally with the company to pay Voyager Trailers any amount which is due or owing by the purchaser to Voyager Trailers as at the date of the invoice or which may become due or owing to Voyager Trailers by the purchaser.

**16 No Authority**

You will not raise any objection to the powers of your officers or any other person or persons purporting to act on your behalf ( your officer) who accept these invoice terms and the goods or deny liability for payment that is due even if your officer has acted outside his or her authority.

**17 Force Majeure.**

Voyager Trailers will not be liable for any delay or failure to perform our obligations if due to any act, omission or circumstance over which Voyager Trailers could not reasonably have exercised control.

**18 Delivery.**

The delivery times made known to you are estimates only and Voyager Trailers shall not be liable for late delivery or non delivery, and under no circumstances shall Voyager Trailers be liable for any loss, damage , loss of profit or delay occasioned to you or your customers arising from late or non delivery or later installation of the goods.

**19 Your Property.**

Any property belonging to you under Voyager Trailers custody shall be entirely at your risk as regards loss or damage caused to the property or by it.

**20 Place of Contract.**

The Agreement shall be governed by the laws of Northern Territory.