

# OUTBACK CUSTOMS PTY LTD

# TERMS AND CONDITIONS OF TRADE

## 1. Definitions

### In these Terms and Conditions of Sale:

**1.1** "Purchaser" means any persons, companies or entities or person acting on behalf of and with the authority of the Purchaser who:

**(a)** Is the other party to a contract for manufacture, sale or supply of goods;

**(b)** Is named in or receives a quotation or sales invoice for the manufacture or sale of goods or the provision of services by the Supplier;

**(c)** Purchases goods from the Supplier; or

**(d)** Requests the Supplier to provide designs/drawings or specifications or manufacturing proposals for the manufacture of a product.

**1.2** "Supplier" means Outback Customs Pty Ltd and its successors and assigns or any person acting on behalf of and with the authority of Outback Customs Pty Ltd

## 2 General

**2.1** These Conditions of Sale apply in respect of all offers to sell, quotations made, contracts secured and other commercial transactions for the supply of goods and services by the Supplier.

**2.2** These Conditions of Sale shall coexist with and be read in conjunction with any Special Conditions of Sale except where the latter specifically vary or override these General Conditions or any of them.

**2.3** Except as otherwise expressly agreed upon in writing between the parties, the terms and conditions contained herein shall apply notwithstanding any provisions to the contrary which may appear on the order form or other documents issued by the Purchaser.

**2.4** The Purchaser acknowledges and agrees to these conditions of sale upon making a product enquiry and upon placement of an order for supply and upon acceptance of the credit granted for payment purposes and upon acceptance of the goods supplied and also upon receipt of the invoice. Each stage is a specific separate acceptance by the Purchaser of the Suppliers

If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These Terms and any Order shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

The Supplier reserves the right to review these terms and Conditions at any Time. If, following any such r the date on which the Supplier notifies the Purchaser of such change. Neither party shall be liable for any default due to any act of God, epidemic or pandemic, government restriction, supply shortages,

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war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

The failure by the Supplier to enforce any provision of these terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's rights to subsequently enforce that provision.

The Supplier reserves the right to cancel an Order or fabrication in process or awaiting production at any stage for any reason.

Please note that, subject to Consumer Law, all Deposits are non-refundable.

### **Conditions of Sale.**

**2.5** The Supplier reserves the right to formally change its Conditions of Sale from time to time. Where more than one Purchaser has entered into this agreement, the Purchaser shall be jointly and severally liable for full payment for the goods and services.

### **3 Quotations/Orders**

**3.1** Unless previously withdrawn a quotation is valid for thirty (30) days (excluding materials) or such other period as is stated therein and is subject to withdrawal or change at any time until the Purchaser's order has been received and accepted by the Supplier.

**3.2** The Supplier shall not be bound by any conditions attached to the Purchaser's order or acceptance of the quotation, unless the Supplier in writing accepts such conditions. If the Purchaser accepts the quotation by delivery of an order form or documents, which stipulates or purports to impose conditions, such conditions shall not be applicable to the contract resulting from the quotation without such written acceptance.

A Quote or other indication of price issued by the Supplier/Outback Customs Pty Ltd is an offer of services to be provided not a contractual offer.

Unless previously withdrawn a Quote is valid for the number of days provided in writing on the original quote (excluding materials) and is subject to withdrawal or change at any Time until the Purchaser's order has been received and accepted by the Supplier.

The Supplier may cancel or modify a Quote at any time before the Purchaser has accepted it.

To the extent permitted by law, the Supplier will not be liable for any errors or omissions in a Quote.

Quotes may only be accepted by the entirety.

Quotes will be considered Orders following acceptance by the Purchase in writing, verbally or by conduct. Each Order incorporates the accepted Quote and these Terms.

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Once accepted by the Purchaser, an Order may only be cancelled in accordance with these Terms.

#### **4. Terms of Payment and Prices**

**4.1** Terms will be Net Cash or Direct Debit payment types within the period stated on the invoice to the Purchaser.

**4.2** Any price list published by the Supplier may be changed or altered by the Supplier at any time without notice to the Purchaser and thereafter the Supplier shall not be bound by the price list so altered. A price list published by the Supplier does not amount to an offer to sell the goods therein mentioned.

#### **5. Payments and Credit Inquiries**

**5.1** All quotations and all payments made for goods must be in Australian currency.

**5.2** Payment for any goods sold shall become immediately due in full upon default by the Purchaser in payment for any of the goods which the Supplier has sold to the Purchaser and the Supplier shall be entitled to suspend the supply of further goods to the Purchaser.

**5.3** At the Supplier's discretion, or deposit might be required.

**5.4** The Purchaser shall not be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the Purchaser by the Supplier.

#### **6. Dimensions and Specifications**

**6.1** Unless otherwise stated all specifications, drawings and particulars of weights, dimensions and performance characteristics submitted are approximate only. Descriptions and illustrations contained in catalogues, price lists and other written material are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.

#### **7. Deliveries**

**7.1** Any delivery dates and/or times quoted are given in good faith but unless otherwise stated the Supplier will not be held responsible for any delay arising from causes beyond its reasonable control. The Purchaser's receipt of goods shall constitute a waiver of any claim for delay.

**7.2** The Supplier shall have no liability whatsoever for any direct, indirect or consequential damage or loss arising from non-delivery or any delays in delivery including off loading or misdirection in transit.

#### **8 Other Suppliers**

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**8.1** Both the Supplier and the Purchaser acknowledge that to satisfy a contract in whole or part the Supplier may

**(a)** manufacture the goods;

**(b)** purchase them outright;

**(c)** order their manufacture; or

**(d)** purchase the rights of a third party for the supply of goods of similar description.

**(e)** The Supplier may deliver any of the Goods progressively and shall then be entitled to payment progressively for the items of Goods delivered in such amounts as the Supplier shall reasonably determine. If the Purchaser fails to make a progress payment within the Supplier's normal trading terms then the Supplier shall be entitled to withhold manufacture or delivery of the remainder of the Goods without incurring liability for such delay.

## **9. Warranties and Guarantees**

**9.1** The Purchaser shall immediately notify the Supplier upon discovery of any defect in the goods manufactured or in materials supplied by the Purchaser to the Supplier for purposes of work. The Purchaser shall not carry out any remedial work to alleged defective goods without first obtaining the consent of the Supplier so to do.

**9.2** The only conditions and warranties which are binding on the Supplier in respect of the state, quality or conditions or warranties shall at the Supplier's option be limited to and completely discharged by :-

**(a)** Any remedy provided by statute; or

**(b)** The replacement of the goods or re-supply of same by the Supplier, or

**(c)** The repair of the goods; or

**(d)** The payment of the cost of replacement of the goods; or

**(e)** The payment of the cost of repair of the goods and otherwise all other conditions and

warranties whether express or implied by Law in respect of the state, quality or condition of the said goods which may apart from this clause be binding upon the Supplier are hereby expressly excluded and negated.

**(f) Outback Customs Pty Ltd warrants its goods to the original buyer only**, against defects in material and workmanship for a period of 12 months after the invoice date, or for a period of 6 months after the commencement of use of the goods/product, whichever period comes first. The warranty shall constitute the sole warranty of Outback Customs Pty Ltd with respect to the goods/product.

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**9.3** The Purchaser expressly acknowledges and agrees that the Supplier is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of goods or materials supplied by the Supplier and all such advice relied upon is at the Purchaser's risk.

**10. Acceptance, Claims, Returns and Surcharges**

**10.1** The Purchaser shall be deemed to have accepted the goods to be of the description, quality and quantity ordered unless particulars of any claim are notified to the Supplier in writing within 7 days after arrival of goods at the place of delivery, except claims for non-delivery which must be made in writing within 14 days from the date of invoice.

**11. Liability**

**11.1** Except as provided by the preceding clauses, the Supplier shall not be under any liability, whether in contract or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such a defect or from any work done in connection there with except to the extent that any statute applicable to these conditions prevents the exclusions, restriction or modification of such condition or warranties.

**11.2** The Supplier shall not be liable to the Purchaser for:

- (a)** any loss of profit, howsoever arising;
- (b)** any injury, damage or loss whether consequential or otherwise save as is expressly provided
- (c)** In the event of any breach of this contract by the Supplier the remedies of the Purchaser shall

**12. Taxes Government Charges and GST**

**12.1** All taxes, government charges and GST applicable to any sales transaction(s) will be charged and invoiced to the Purchaser, on the basis of those applicable at the time of the sales transaction.

If the Purchaser is a consumer within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantee implied by the Consumer Law), which cannot by law be excluded (Non-Excludable Conditions). These Terms are subject to those Non-Excludable Conditions.

Subject to any Non-Excludable Conditions and to the maximum extent permitted by law, the Supplier:

- (a)** excludes all guarantees, conditions and warranties that might but for this clause be implied into these Terms; and
- (b)** excludes all liability to the Purchaser for any Claim suffered or incurred directly or indirectly by the Purchaser in connection with these Terms and any Order, whether that liability arises under common law, equity or under statute.

If the Supplier's liability under these Terms cannot be lawfully excluded, then to the maximum extent permitted by law, the Supplier's liability for breach of any non-Excludable Condition is limited, at the Supplier's option:

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(a) in the case of Goods, to the replacement of the Goods or supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods, or the payment of the cost of having the Goods repaired; and

(b) in the case of Services, to the supplying of the Services again, or the payment of the cost of having the Services supplied again.

To the extent permitted by law, the Purchaser releases and indemnifies the Supplier and its Representatives against all liability arising from Claims for:

(a) any loss of profit, howsoever arising;

(b) any injury, damage or loss whether consequential or otherwise save as is expressly provided in these Terms;

(c) the Purchaser's failure to properly insure any Vehicle or Goods;

(d) a Vehicle failing to meet insurance or warranty standards as a result of the work the Purchaser has instructed the Supplier to carry out to the Vehicle;

(e) the Vehicle or Goods meeting Australian Design Regulations or legislative requirements;

(f) the Goods causing any Vehicle to be considered not roadworthy;

(g) any negligent or unlawful act or omission by the Purchaser or their Representatives in connection with the Goods or Services;

(h) any breach of these Terms by the Purchaser or its Representatives;

(i) the Supplier or a third party's reliance on an incorrect, incomplete or misleading representation made by the Purchaser or its Representatives;

(j) any agreement in force between the Purchaser and a third party connected with the Goods or Services; or

(k) the Purchaser being required under Privacy Law to correct any data, respond to any complaint, or address any other matter raised by a person.

The Supplier may make a claim under the indemnities in these Terms in relation to cost before having incurred the cost, or before making a payment in relation to the cost. Nothing in the indemnities in these Terms will be construed so as to prevent the Supplier from claiming damages in relation to the Purchaser's breach of these Terms. Each indemnity in these Terms is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of these Terms for whatever reason.

In the event that the Goods or modified Vehicles do not meet design regulations or legislative requirements:

(a) the Supplier will inform the Purchaser and will require them to sign same; and

(b) the Purchaser agrees to sign the Waiver acknowledging that the goods do not meet design regulations or legislative requirements.

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### **13. Risk/Property**

**13.1** Risk in the goods passes to the Purchaser immediately upon delivery. The point of delivery is as shown in the body of any quotation, invoice or delivery docket and if not shown therein shall, be subject to any other agreement between the Purchaser and the Supplier.

**13.2** Unless the Supplier shall otherwise expressly specify in writing all goods sold by the Supplier to the Purchaser shall be and will remain the property of the Supplier until the Purchaser has paid in full all that is owing to the Supplier.

**13.3** Should the Purchaser default in payment the Supplier may enter the Purchaser's premises and retake possession of a permanently retain any goods for which full payment has not been received by the Supplier and may revoke all liability of the Purchaser on the contract of sale and delivery of such goods.

**13.4** Ownership of property in the goods, whether or not joined with other goods or into an end product in any manner, shall not pass until the Supplier has received full payment from the Purchaser for all monies due.

### **14. Title**

14.1 The Supplier and Purchaser agree that ownership of the goods shall not pass until:

- (a) The Purchaser has paid the Supplier all amounts owing for the particular goods; and
- (b) The Purchaser has met all other obligations due by the Purchaser to the Supplier in respect of

14.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognized and until then the Supplier's ownership or rights in respect of the goods shall continue. in these conditions. be limited to damages which under no circumstances shall exceed the price of goods.

all contracts between the Supplier and the Purchaser.

14.3 It is further agreed that:

- (a) Where practicable the goods shall be kept separate and identifiable until the Supplier shall
- (b) Until such time as ownership of the goods shall pass from the Supplier to the Purchaser the
- (c) The Supplier shall have the right of stopping the goods in transit whether or not delivery has
- (d) If the Purchaser fails to return the goods to the Supplier then the Supplier or the Supplier's
- (e) The Purchaser is only a Bailee of the goods and until such time as the Supplier has received
- (f) The Purchaser shall not deal with the money of the Supplier in any way which may be
- (g) The Purchaser shall not charge the goods in any way nor grant nor otherwise give any interest

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**(h)** The Supplier can issue proceedings to recover the price of the goods sold notwithstanding

**(i)** Until such time that ownership in the goods passes to the Purchaser, if the goods are have received payment and all other obligations of the Purchaser are met; and Supplier may give notice in writing to the Purchaser to return the goods or any of them to the Supplier. Upon such notice the rights of the Purchaser to obtain ownership or any other interest in the goods shall cease; and been made; and agent may enter upon and into land and premises owned, occupied or used by the Purchaser, or any premises as the invitee of the Purchaser, where the goods are situated and take possession of the goods; and payment in full for the goods then the Purchaser shall hold any proceeds from the sale or disposal of the goods on trust for the Supplier; and adverse to the Supplier; and in the goods while they remain the property of the Supplier; and that ownership of the goods my not have passed to the Purchaser; and converted into other products, the parties agree that the Supplier will be the owner of the end products.

### **15. Personal Property Securities Act 2009 (PPSA)**

**15.1** The Purchaser acknowledges that these Terms of Trade constitute a Security Agreement which creates (or may create) a Security Interest in favour of the Supplier and in all Personal Property previously supplied by the Supplier to the Purchaser (if any) and all after acquired Personal Property supplied to the Purchaser by the Supplier (or for the Purchaser's account) to secure the payment from time to time and at a time, including future advances. The Purchaser agrees to grant to the Supplier a Purchase Money Security Interest.

**(a)** The Purchaser accepts, acknowledges and agrees that:

**(i)** Pursuant to the retention of title clause 15.1, the Supplier obtains a Security Interest in all Goods and Services supplied by the Supplier to the Purchaser on credit, including any Commingled Goods;

**(ii)** The Supplier can, without notice to the Purchaser, seek Registration of its Security Interest on the **PPSR; and**

**(iii)** The Supplier's Security Interest unless required to do so purchaser to the PPSA or at law generally.

**(b)** The Purchaser will:

**(i)** Sign any further documents and/or provide any further information (which information the Purchaser warrants to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to enable perfection of its

Security Interest or registration of a Financing Statement or Financing Change Statement on the PPSR;

**(ii)** Not register a Financing Change Statement or make a demand to alter the Financing Statement pursuant to section 178 of the PPSA in respect of the Goods, including any services, without the prior written consent of the Supplier;

**(iii)** Give the Supplier not less than 14 days written notice of any proposed change in their name and/or any other changes in their details (including but not limited to, changes in their address, facsimile number, email address, trading name or business practice);

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**(iv)** indemnify the Supplier against any costs the Supplier incurs in perfecting and maintaining its perfected Security Interest in the Goods or such other Personal Property under the PPSA and any costs the Supplier may incur in the course of enforcing any of its rights under this Agreement, the PPSA or at law generally;

**(v)** procure from any persons considered by the Supplier to be relevant to its security position, such agreement and waivers as the Supplier may at any time reasonably require;

**(c)** To the extent permitted by the PPSA the Purchaser waives its rights to:

**(i)** Receive a notice under any subsections 95(1), 121(4), 129(2) and 130(1) and sections 135 and 157 of the PPSA;

**(ii)** receive a statement that includes the information referred to in paragraph 132 (3)(d) of the PPSA;

**(iii)** receive a statement under subsection 132(4) of the PPSA;

**(iv)** redeem Collateral after default under section 142 of the PPSA unless the lessor agrees in writing to such redemption;

**(v)** reinstate the Security Agreement under section 143 of the PPSA; and

**(vi)** give a Notice of Objection under section 137 of the PPSA.

## **16. Right of Removal**

**16.1** The Purchaser irrevocably grants to the Supplier its agents and servants an unrestricted right and license without notice, to enter premises occupied by the Purchaser, to identify and remove any goods which are the property of the Supplier.

**16.2** In terms of these conditions as aforesaid and without in any way being liable to the Purchaser or any person claiming through the Purchaser, the Supplier shall have the right to sell or dispose of any of such goods so removed or otherwise in its sole discretion and shall not be responsible for any loss occasioned thereby.

## **17. Termination of Negotiation or Order**

**17.1** Without prejudice to any other rights the Supplier may have, the Purchaser shall pay the Supplier for all costs and expenses incurred and commitments made in connection with the performance of the order or the provision of designs/drawings or specifications or proposals plus a reasonable profit thereon, where:

**(a)** A Purchaser requests the Supplier to provide designs or specifications or manufacturing

**(b)** Any order resulting from a quotation is terminated for any just cause.

## **18. Progressive Delivery**

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**18.1** The Supplier may deliver any of the goods progressively and shall then be entitled to payment progressively for the items of goods delivered in such amounts as the Supplier shall reasonably determine. If the Purchaser fails to make a progress payment within the Supplier's normal trading terms then the Supplier shall be entitled to withhold manufacture or delivery of the remainder of the goods without incurring liability for such delay.

## **19. Intellectual Property**

**19.1** All drawings, illustrations, display material, specifications and other literature and materials for or relating to the goods and whether or not supplied by or on behalf of the Supplier to the Purchaser shall remain the exclusive property of the Supplier and shall not be transferred to any other party without the previous written consent of the Supplier. The Purchaser shall not use, reproduce or impart any information contained therein to any third party without the previous written consent of the Supplier.

**19.2** Where the Supplier has followed a design, sample or instruction furnished or given by the Purchaser, the Purchaser shall indemnify the Supplier against all damages, penalties, costs and expenses to which it may become liable through any work required to be done in accordance with those instructions involving an infringement of a patent, trademark, registered design, copyright or common law right.

## **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 two- and one-half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

**20.2** If the Purchaser defaults in payment of any invoice when due, the Purchaser shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.

**20.3** Without prejudice to any other remedies the Supplier may have, if at any time the Purchaser is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of goods to the Purchaser and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Purchaser for any loss or damage the Purchaser suffers because the Supplier has exercised its rights under this clause. proposals for the manufacture of a product; or

**20.4** If any amount remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00) shall be levied for administration fees which sum shall become immediately due and payable.

**20.5** Should the Purchaser not pay to the Supplier all outstanding amount within thirty (30) days of delivery to the Purchaser of a tax invoice, then the Supplier will be entitled to claim a charge for the

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amount of the outstanding tax invoice against any real property owned by the Purchaser and the Purchaser agrees with the Supplier that such charge shall be evidenced by a registered caveat in favour of the Supplier against the Purchaser's property until the outstanding amount has been paid.

**20.6** Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any order of the Purchaser which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that;

**(a)** Any money payable to the Supplier becomes overdue, or in the Suppliers opinion the

**(b)** The Purchaser becomes insolvent, convenes a meeting with its creditors or proposes or enters

**(c)** A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in Purchaser will be unable to meet its payments as they fall due; or into an assignment for the benefit of its creditors; or respect of the Purchaser or any asset of the Purchaser.

## **21. Disclaimer**

**21.1** All reasonable care has been taken to provide correct and accurate information in all company catalogues, online platforms, brochures, instruction manuals and advertising material. However, the Supplier makes no representation and gives no warrant or guarantee that the company's printed material contains no errors or omissions. The Supplier excludes all liability that could arise from omissions or unintended inclusion of incorrect information, statements and recommendations in all company written material to the extent permitted by law.

**21.2** The Supplier manufactures a broad range of products on a subcontract basis; and the use of these products for any purpose other than those for which they were designed is not recommended by the Supplier and such use is strictly at the risk and discretion of the user.

**21.3** All prices and specifications are subject to change without notice.

All prices quoted by Outback Customs Pty Ltd are subject to change without notice thirty days after date. Outback Customs Pty Ltd shall notify buyer in writing of any price change prior to production of the goods. Buyer may rescind its order by written notice within 7 days of receipt of such notification.

## **22. General**

**22.1** 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.

**22.2** These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

**22.3** The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Purchaser of such change.

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**22.4** Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock- out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

**22.5** The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's rights to subsequently enforce that provision.

**22.6** All locks used on both trays and canopy bodies will require adjustment.

**22.7** Please keep all opening and closing components clean & lubricated at all times and free of dust, sand and dirt.

**22.8** At any stage Outback Customs Pty Ltd reserves the right to cancel fabrication for any reason - this advice will be given in writing.

**22.9** Outback Customs Pty Ltd will not be held responsible in any way at all for any items when in transport.

**23.** A Copy of full comprehensive insurance for vehicle will be required to be submitted & on file prior to fabrication.

The Purchaser agrees that any Vehicle delivered to the Supplier will be fully insured for replacement value.

The Purchaser agrees to remain liable for consulting with their insurer in relation to any work that the Purchaser instructs the Supplier to carry out to the Vehicle and the effects of the work on the Purchaser's relevant insurance policy over the Vehicle.

In the event that the Purchaser fails to adequately insure any Vehicle, and the Vehicle is subsequently damaged in any way, the Purchaser indemnifies the Supplier with respect to same, including with respect to any associated costs.

The Purchaser acknowledges that the work carried out by the Supplier to the Vehicle may void any current insurance policies with respect to the Vehicle, and indemnifies the Supplier in this respect.

## **MARKETING AND MEDIA**

24.1 The Supplier may take photographs or record videos of the Purchaser's Vehicle before, during and after providing Services (Media).

24.2 The Supplier may use the Media to promote its Goods and Services on its website, through social media and other publications. The Purchaser agrees that the Supplier may disclose the relationship between the parties and the nature of the Goods and/or Services provided, and use and publish any part of the Media as its sees fit.

24.3 The Purchaser may opt out of Media being used for promotional activities by contacting the Supplier in writing.

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_