

## Terms and Conditions

### 1. Definitions

In these Terms unless the context requires otherwise:

Offline Campers means Offline Campers Pty Ltd

Consumer Guarantees means the consumer guarantees contained in the Australian Consumer Law, which is contained in Schedule 2 of the Competition and Consumer Act 2010

Contract means a contract arising in accordance with clause 2

Customer means the Customer described in the Quote

Deposit means the Deposit described in the Quote

Goods means any camper trailer or any part of the camper trailer or any other goods supplied to the Customer by Offline Campers

Invoice means a tax invoice issued by Offline Campers to the Customer specifying the Price and any ancillary costs payable by the Customer to Offline Campers for the Goods

Price means the price payable in respect of the Goods, as specified in the Quote or Invoice or both

Signed Quote means a Quote that has been signed by the Customer and submitted to Offline Campers for the purchase of Goods

Quotation means a quote submitted by Offline Campers to the Customer specifying the Price

Terms means these Terms and Conditions of sale

Warranty means the manufacturer's warranty, a copy of which is included with this document.

### 2. General

The customer agrees and acknowledges that:

2.1. These Terms apply to the sale of Goods from Offline Campers to the Customer to the exclusion of all other terms and conditions of the Customer.

2.2. Offline Campers will not supply Goods to the Customer on any other terms or conditions.



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2.3. The Customer is deemed to have agreed to these Terms upon signing any contract (including a Quote) or agreement with Offline Campers or by paying the initial deposit or by taking delivery of the Goods supplied by Offline Campers.

2.4. Upon Offline Campers receiving a signed Quote and deposit a contract arises for the manufacture and supply of Goods described in the Quote for the Price and on these Terms.

2.5 In the event that a Contract from any Third-Party Sellers such as Agents, Resellers, or Retailers not Trading under Offline Campers cannot be consummated for any reason and as a result the Quote is accepted by and transferred to Offline Campers, such a Contract is not bound by any terms & conditions, offers, or warranty originally offered by the Third-Party Seller which is not standard to that of Offline Campers.

### **3. Price**

3.1. The Customer must pay the Price in the manner and on the due date set out in the Quote.

3.2. If the Customer fails to make payment of any amount of the Price on the due date, the Customer may be liable to pay to Offline Campers interest on the full amount outstanding at the rate equal to 4% per annum higher than the prime lending rate of Commonwealth Bank as at the date on which the relevant payment is due to be paid, calculated monthly for the period from the due date until payment is received.

3.3. The Customer may not set off against the Price any amounts due from Offline Campers.

### **4. Deposit**

4.1. If the Quote includes provision for payment of a Deposit, then

4.1.1. Offline Campers is not required to commence work or supply any Goods until the Deposit has been paid in full; and

4.1.2. The Deposit is immediately released to Offline Campers, and the Customer is not entitled to refund of the Deposit.

### **5. Deliveries and Force Majeure**

5.1. Offline Campers will make the goods ready and available for collection by the Customer as specified in the Quote or the Invoice upon the Customer's request to Offline Campers. The Buyer must make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Offline Campers is not responsible for any damage to the Goods during delivery.

5.2. Unless specified otherwise in the Quote or the Invoice, delivery and freight charges are not included in the Price, and are payable by the Customer at the same time as the Price is due to be paid.

5.3. Offline Campers will use all reasonable endeavours to comply with the Customer's particular delivery requirements. Where changes are made to the Manufacturing processes or specifications of any Goods, however, the Customer may not cancel the whole or part of an order or claim compensation due to Offline Campers' failure to comply with its delivery requirements or minor variations to the Goods.

5.4. If for any reason beyond the control of Offline Campers, including without limitation, strike, trade dispute, fire, flood, accident, tempest, death, war declared or undeclared, blockade, governmental or quasi-governmental restraint, unavailability of Goods, loss or destruction of the Goods, delays in transport or an act of God, an order cannot be filled at the time required by the Customer or at all, Offline Campers is not required to supply the Goods to the extent and for the period that it is so unable to supply the Goods, and Offline Campers is not liable to the Customer in respect of any inability on its part to perform its obligations.

## **6. Claims**

6.1 The Customer is bound by the Warranty Policy and must promptly notify Offline Campers of any defects in the Goods, and must not perform or cause to be performed any work or repairs without the express permission of Offline Campers in the event of a warranty claim or claim under the Consumer Guarantees.

6.2 Offline Campers is not obligated to honour the Warranty Policy for any Goods manufactured by Offline Campers, but purchased through a third-party being an Agent, Reseller, or Retailer. The responsibility of honouring the Warranty Policy for the full duration to which it is set belongs to the Seller whom conceived the Quote with the customer. In the event that the Third-Party Seller ceases trading, the obligation to honour the warranty policy for customers who are still eligible within the time limits; remains with the original seller.

6.3 Offline Campers is not obliged to honour or consummate any warranty claims made by customers who have not paid the full owing balance on their purchase of Goods, including but not limited to any outstanding balance owed by the customer arising from: freight of the Goods, extra components supplied or fitted to the Goods, freight of components relating to the Goods as requested by the customer.

6.4 In the event that the Goods purchased and received by the original Customer in the Quote, have a transfer of ownership via sale, trade, or any other means, resulting in a new owner of the same Goods, will then deem the Goods as Used. As a result, Offline Campers is not required to honour any warranty obligations, regardless if the Goods are still within an eligible

Time Period (12 months from date of delivery of Goods). Warranty is only eligible to Goods under ownership of the Customer as stated in the Quote.

## **7. Retention of Title**

The Customer acknowledges and agrees that property in and title to any Goods remains with Offline Campers and does not pass to the Customer until Offline Campers receives payment in full on any account of all money owing by the Customer to Offline Campers.

The Customer agrees that it must promptly sign any further documents and provide any further information, which Offline Campers may reasonably require to register or deliver the goods.

## **8. Risk**

Risk in the Goods passes to the Customer upon the Goods being dispatched or collected. The Customer accepts all risk involved in the use and possession of the Goods.

## **9. Limitation of Liability**

The Supplier accepts no responsibility and is not liable for any direct or indirect, special or consequential loss or damage or injury to any person, corporation or other entity in connection with a Contract or the Goods, unless that loss or damage or injury resulted from Offline Campers' breach of the Consumer Guarantees.

## **10. Indemnity**

The Customer agrees to indemnify Offline Campers against any liability, loss, claim or expense arising from the Customer's breach of the Contract or from its use of the Goods including, without limitation, any damages resulting from negligence, mistake, omission or failure of performance, whether or not resulting from any act of Offline Campers or its agents.

## **11. Dispute Resolution**

11.1. If a dispute arises out of or relating to a Contract (a Dispute), either party may notify the other party of the nature and particulars of the Dispute, and the parties must, within 7 days of the delivery of such notice, commence discussions to attempt to resolve the Dispute in good faith, without the necessity of resorting to any formal proceedings.

12.2. If the Dispute is not resolved within the next 10 days, either party may refer the Dispute to mediation in accordance with, and subject to, the mediation rules of the Australian Commercial Disputes Centre (ACDC). The parties agree that they must bear the costs of mediation under this clause 12 equally.