



## 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, or to be 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 or Quote** 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.

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 (**Third-Party Seller**) 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 must 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.

4.2 Where a Quote provides for progress payments or claims to be made by the Customer then such progress payments or claims must be paid by Customer on the due date(s) for each progress payment or claim. If a progress payment or claim is so requested by Offline Campers, the Customer acknowledges that Offline Campers:

4.2.1 is under no obligation to undertake, or continue to undertake, work until that payment is received by Offline Campers in full; and

4.2.2. may cease work until that payment is received by Offline Campers in full.

4.3 Any payment made by the Customer is non-refundable.

## 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**

Offline Campers 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.

11.2. 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.

## **12. Variations**

12.1 Any request by the Customer to vary, alter or modify the works described in the Quote shall be deemed a variation (Variation).

12.2 Offline Campers in its absolute discretion may decide to accept or reject a Variation.

12.3 Where any Variation is accepted by Offline Campers, the original price provided by Offline Campers will be amended (as determined by Offline Campers acting reasonably) to reflect any consequential adjustment to the price or fees relating to the Goods or works to be undertaken by Offline Campers.

12.4 The Customer must pay such adjustment in the manner required by Offline Campers.

## **13. Termination**

13.1 Offline Campers may terminate these Terms or its arrangement with the Customer with immediate effect upon written notice to the Customer if:

13.1.1 any payment due by the Customer is in arrears and remains unpaid for the period of 7 days after the due date for such payment;

13.1.2 the Customer breaches a term of these Terms, and the Customer fails to remedy that breach within 7 days of a written notice requiring the Customer to rectify that breach.

13.2 Upon termination:

13.2.1 all monies owing to Offline Campers will immediately become due and payable;

13.2.2 Offline Campers may stop (temporarily or permanently) all work;

13.2.3 all monies paid to Offline Campers will be forfeited and released to Offline Campers;

13.2.4 the Customer must pay to Offline Campers the cost for the Goods or services performed by Offline Campers up to the date of termination.

13.3 Without limiting clause 13.2, upon termination, Offline Campers may re-sell the Goods (or any part thereof) and the gross proceeds of the re-sale will be applied by Offline Campers as follows:

13.3.1 first - in payment of the costs and expenses (including legal fees) relating to the re-sale and/or termination;

13.3.2 second - in payment of all interest payable by the Customer; and

13.3.3 third - in payment of the amount of the Price that remains unpaid to Offline Campers by the Customer

and if, following the application of the gross proceeds of the re-sale in the manner provided above:

13.3.4 a surplus of moneys remains - Offline Campers is entitled to retain the surplus, and has no obligation to account to the Customer in respect of the surplus; or

13.3.5 a deficiency remains in respect of the amount owing to Offline Campers by the Customer - the Customer must pay the amount of the deficiency to Offline Campers immediately on Offline Campers giving to the Customer a written demand for payment.

13.4 Termination of these Terms will not affect any accrued rights or remedies any party may have as at the date of termination.

#### **14. Intellectual Property Indemnity**

14.1 All intellectual property created by or on behalf of Offline Campers in relation to the Goods or services performed by Offline Campers will be and remains the sole property of Offline Campers.

14.2 The Customer acknowledges that all technical information, advice, know-how, drawings, designs and samples submitted to the Customer by Offline Campers are confidential and the proprietary information of Offline Campers.

#### **15. Release**

The Customer acknowledges that Offline Campers is not responsible for, and the Customer expressly releases Offline Campers from and against any liability or loss incurred or suffered by the Customer relating to any one or more of the following matters or events:

15.1 Offline Campers cancelling or postponing delivery of Goods;

15.2 any delay in Offline Campers undertaking the work;

15.3 any delay in completing the Goods.

#### **16. General**

16.1. The whole or any part of any clause of these Terms that is illegal or unenforceable will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms.

16.2 The Customer must not assign or transfer any of its rights or obligations under these Terms to any other person without the prior written approval of Offline Campers.

16.3 Offline Campers may at any time assign any or all of its rights or obligations under the Terms to any other person without the Customer's consent.

16.4 Neither Offline Campers nor the Customer shall be liable for any breach of any provision of any contract between them arising from an act of their respective God, natural disaster, terrorism, pandemic, war or any other, specified or un-specified, occurrence beyond the control of either party.

16.5 Unless specifically described as 'GST inclusive', any consideration to be paid or provided for a supply by Offline Campers to the Customer does not include any amount on account of goods and services tax (GST). Where any supply is subject to GST (other than a supply the consideration for which is specifically described as 'GST inclusive'), the Customer must, at the same time and in the same manner as the GST exclusive consideration is payable or to be provided for that supply, pay to Offline Campers an amount equal to the GST payable by Offline Campers in respect of that supply.