The Dirt Off Road Campers Pty Ltd

Sale Terms & Conditions

Version: 25 November 2026 – Rev 1.0

Unless otherwise agreed in writing, these Terms apply to all quotations, orders and sales by The Dirt Off Road Campers Pty Ltd ABN 47 631 092 852 ("we", "us", "our" or "Dealer").

For the purposes of these Terms, "Product" means the camper trailer, hybrid camper, caravan, accessories and associated equipment being purchased, whether new, demonstrator or pre-owned, and "Purchaser" means the person or entity identified on the quotation or order form.

1. Quotation, Order and Price

1.1 A written quotation specifies the purchase price, inclusions, selected options and payment schedule. Quotes are valid for 7 days unless otherwise stated.

1.2 An order is accepted when it has been accepted by the Purchaser, confirmed by the Dealer and, where applicable, accepted by the manufacturer.

Where a proposed order cannot be accepted, any holding deposit received will be refunded, subject to any separate lawful reservation arrangements expressly agreed in writing.

1.3 The holding deposit and all subsequent payments form part of the purchase price.

1.4 The purchase price is fixed upon written order confirmation, except for:

- Options, changes or upgrades requested and agreed by the Purchaser;
- Changes required by law; or
- Other changes expressly agreed between the Dealer and Purchaser in writing.

If a manufacturer or supplier imposes an unavoidable change to the price or specification after order confirmation which the Dealer cannot reasonably accommodate, the Dealer will notify the Purchaser and seek agreement before proceeding.

If the Purchaser does not accept a proposed material change, the Purchaser may cancel the order without cancellation charges and receive a refund of amounts paid.

Any genuine quoting or administrative error will be discussed with the Purchaser before proceeding. Nothing in this clause permits the Dealer to unilaterally increase an agreed purchase price.

1.5 Changes to an accepted order must be requested before the Manufacturer's Finalisation Date or final production-change date. Additional costs may apply and requested changes are subject to manufacturer approval and written agreement.

1.6 Estimated build, delivery and handover dates are provided in good faith but are estimates only. Delays may occur due to production, supply chain, freight, weather or other circumstances outside our reasonable control.

The Dealer will keep the Purchaser reasonably informed of material changes to anticipated delivery timeframes.

The Purchaser is advised not to make non-refundable travel, accommodation or other arrangements in reliance on an estimated handover date.

1.7 "Manufacturer's Finalisation Date" means the date notified by the manufacturer by which the Purchaser's specifications, options and production requirements must be finalised and the Dealer becomes committed to the manufacturer for the Product.

Where applicable, the Dealer will advise the Purchaser of this date with reasonable notice.

2. Payment

2.1 The payment schedule shown on the accepted quotation or order form forms part of this agreement.

2.2 Unless otherwise agreed in writing, all payments must be made by cleared funds on or before their applicable due date.

2.3 A holding deposit may be accepted to reserve a Product or production allocation. Once the order is accepted, the holding deposit forms part of the purchase price.

Any further deposit requirements will be specified in the agreed payment schedule.

2.4 Unless otherwise agreed in writing, the balance of the purchase price for a factory-ordered Product, including all selected options, variations and other agreed charges, is payable upon request by the Dealer following confirmation that manufacture has been completed, the Product is ready for release, and the applicable requirements under these Terms have been satisfied.

The Dealer will provide reasonable evidence of completion, which may include photographs, vehicle identification details, quality control confirmation or written confirmation from the manufacturer.

Payment must be received as cleared funds before the Product is released from the manufacturer, dispatched to the Dealer or collected by the Purchaser, as applicable.

For Products already held in stock, including demonstrator and pre-owned Products, final payment must be received as cleared funds before collection or agreed delivery, unless otherwise agreed in writing.

2.5 Progress payments during manufacture are not ordinarily required.

Where a manufacturer requires an alternative payment arrangement, including a progress payment or final payment before build completion, the amount, timing and applicable payment milestone will be clearly disclosed and agreed in writing before the Purchaser commits to the order.

The Dealer will seek to minimise unnecessary advance payments wherever commercially practicable.

2.6 Where circumstances arise that provide reasonable grounds for concern about the ability of the Dealer or manufacturer to supply an ordered Product within the agreed or a reasonable timeframe, the Dealer will review the status of the affected order and suspend requests for and acceptance of further payments where appropriate.

During any such suspension, the Purchaser will not be treated as being in payment default in respect of the suspended amounts.

The Dealer will advise the Purchaser of material circumstances affecting the order and the proposed way forward as soon as reasonably practicable.

Payment requests will only resume where the Dealer has reasonable grounds to believe that the Product can be supplied in accordance with the agreement and applicable law.

Any material change to the agreed payment or delivery arrangements must be agreed in writing.

Nothing in this clause permits the Dealer to accept payments in circumstances prohibited by the Australian Consumer Law.

2.7 Payment methods accepted are EFT, bank cheque and credit card.

Credit card payments are accepted for the holding deposit only, up to a maximum of $2,000. All other payments must be made by EFT or bank cheque, unless otherwise agreed in writing.

Where payment is made by bank cheque, the Purchaser must allow sufficient time for the funds to clear by the applicable payment due date. Bank cheques are not treated as payment until cleared.

2.8 EFT payments must be made to:

Account Name: The Dirt Off Road Campers Pty Ltd
BSB: 015 650

Account Number: 3138 140 64
Bank: ANZ

Reference: Quotation/Invoice number and Purchaser surname

Payment Security: To protect against payment fraud, the Purchaser should independently verify any communication purporting to change the Dealer's bank account details by contacting the Dealer using a previously established or independently verified telephone number before transferring funds.

2.9 If the Purchaser does not make a payment when properly due, the Dealer may, after providing reasonable written notice and an opportunity to remedy the default:

- Suspend work, ordering, production instructions, delivery or handover;
- Charge reasonable storage costs actually incurred as a result of the default;
- Charge interest on overdue amounts at an annual rate of 5 percentage points above the Reserve Bank of Australia cash rate, to the extent permitted by law; and/or
- Where the payment default is material and remains unresolved, terminate the order and apply the relevant cancellation provisions under clause 3.

Any charges must be reasonable and proportionate to the circumstances.

2.10 Where the accepted quotation or order form specifies a payment schedule that differs from these Terms, the agreed payment schedule prevails to the extent of the inconsistency, provided the alternative arrangements have been clearly disclosed and accepted by the Purchaser and are permitted by law.

3. Cancellation by the Purchaser

3.1 The Purchaser may cancel an order within 3 calendar days of entering into the agreement and receive a full refund of amounts paid, unless the Product has been specifically ordered, customised or production has commenced within that period at the Purchaser's express written request.

Where the Purchaser requests that the Dealer undertake such commitments within the 3-day period, the Dealer will advise the Purchaser of the potential cancellation consequences before proceeding.

This contractual cooling-off period does not limit any statutory cooling-off rights that may apply.

3.2 If the Purchaser cancels an accepted order outside the applicable cooling-off period, other than where entitled to cancel under these Terms or applicable law, the

Dealer may recover its reasonable and demonstrable net loss arising directly from the cancellation.

3.3 The Dealer's reasonable loss may include:

- Non-recoverable manufacturer cancellation charges;
- Committed production costs;
- Non-recoverable costs associated with selected options or customisations;
- Freight and transport costs;
- Finance and holding costs directly attributable to the order;
- Reasonable administration, storage and preparation costs; and
- Reasonable resale costs and any demonstrable loss arising from resale.

Such costs must be reasonably incurred, attributable to the cancelled order and recoverable under applicable law.

3.4 The Dealer will take reasonable steps to minimise its loss, including seeking to cancel, reallocate or resell the Product where practical.

Any amounts recovered from the manufacturer, another purchaser or through resale will be taken into account when determining the Dealer's net loss.

3.5 Payments already received from the Purchaser may be applied against amounts properly recoverable under this clause.

Any amount received in excess of the Dealer's reasonable net loss will be refunded within a reasonable time.

Where the Dealer's reasonable net loss exceeds the amounts already paid, the Purchaser may be liable for the difference, to the extent permitted by law.

The Dealer will not recover the same loss more than once.

3.6 Upon request, the Dealer will provide a reasonable explanation of the cancellation charges applied and the basis on which they have been calculated.

Where the final loss cannot immediately be determined, the Dealer will keep the Purchaser reasonably informed of the status of the cancellation and refund any amount not reasonably required to cover the anticipated recoverable loss.

3.7 Cancellation arising from the Dealer's or manufacturer's inability to supply the agreed Product, an entitlement to cancel under clause 9 or 10, or the exercise of a statutory right will not be treated as a change-of-mind cancellation under this clause.

3.8 Nothing in this clause limits any rights or remedies available to the Purchaser under the Australian Consumer Law or other applicable legislation.

4. Finance

4.1 Where an order is expressly stated to be subject to finance, the Purchaser must take reasonable steps to obtain finance approval within the agreed timeframe and, where applicable, before the Manufacturer's Finalisation Date.

4.2 If finance is declined and the Purchaser provides reasonable written evidence of the refusal within the agreed timeframe, the Purchaser may cancel the order.

Amounts paid will be refunded, less any reasonable, non-recoverable costs expressly agreed in advance and lawfully incurred specifically for the Purchaser's order.

4.3 If finance approval remains outstanding as the agreed finance approval date or Manufacturer's Finalisation Date approaches, the Dealer and Purchaser will discuss whether an extension is available.

The Dealer is not required to commit the order to production while the finance condition remains unresolved.

4.4 The finance condition will not be treated as satisfied or waived solely because the agreed timeframe has expired.

The order will proceed on an unconditional basis only when finance approval satisfying the agreed condition has been obtained or the Purchaser expressly waives the finance condition in writing.

4.5 If finance cannot be obtained within the agreed timeframe, and an extension cannot be mutually agreed, either party may cancel the order.

Any refund or recovery of agreed costs will be dealt with in accordance with clause 4.2 and applicable law.

4.6 Once the finance condition has been satisfied or expressly waived, any subsequent change-of-mind cancellation by the Purchaser will be dealt with under clause 3.

5. Insurance and On-Road Costs

5.1 Registration, Dealer Delivery and Freight arrangements will be determined according to the Product and the agreed method of delivery or collection.

All reasonably ascertainable mandatory charges will be included in the quoted purchase price.

5.2 Any additional Registration, Dealer Delivery or Freight charges that cannot reasonably be determined at the time of quotation will be disclosed and agreed with the

Purchaser in writing before being incurred and, where practicable, before the Finalisation Manufacturer's Date.

5.3 The Purchaser must arrange suitable insurance before collection or delivery of the Product, unless insurance has expressly been arranged by the Dealer and stated on the quotation or invoice.

5.4 At the Purchaser's request, the Dealer may assist the Purchaser in obtaining an obligation-free recreational vehicle insurance quotation through CIL Insurance, a trading division of AAI Limited ABN 48 005 297 807 AFSL 230859.

The Dealer acts as an appointed Distributor of CIL Insurance and provides assistance within the scope of its distribution arrangements.

With the Purchaser's consent, the Dealer may collect and provide information reasonably required by the insurer to prepare a quotation.

The Dealer may receive a referral fee from CIL Insurance where the Purchaser takes out an insurance policy through this arrangement. This fee forms part of CIL Insurance's marketing costs and does not increase the premium payable by the Purchaser.

The Purchaser is under no obligation to obtain insurance through the Dealer or CIL Insurance and may arrange suitable insurance through a provider of their choice.

The Purchaser should consider the applicable Product Disclosure Statement and Target Market Determination before deciding whether to acquire an insurance product.

6. Delivery, Collection and Handover

6.1 The Product will ordinarily be delivered to The Dirt Off Road Campers showroom for preparation and handover, unless otherwise agreed in writing.

6.2 The Dealer will undertake or arrange the applicable pre-delivery inspection and preparation before notifying the Purchaser that the Product is ready for collection or delivery.

6.3 The Purchaser must ensure their tow vehicle is suitable and legally equipped to tow the Product, including an appropriate brake controller where required.

The Purchaser is responsible for ensuring compliance with applicable towing capacities, vehicle and trailer mass limits and other legal requirements.

Nothing in this clause limits the Dealer's obligations under the Australian Consumer Law, including where the Purchaser has relied on the Dealer's advice regarding suitability for a disclosed purpose.

6.4 Handover will ordinarily occur at the Dealer's showroom and may include product familiarisation, hitching guidance and an optional road test, where appropriate.

6.5 The Dealer will notify the Purchaser when the Product is ready for collection or delivery and will provide a reasonable opportunity to arrange handover.

If the Purchaser does not collect the Product within a reasonable time after notification, and following further written notice, reasonable storage charges may apply.

6.6 Where a material delay occurs between build completion and anticipated handover, the Dealer will keep the Purchaser reasonably informed of the circumstances and revised timeframe.

7. Risk, Ownership and Title

7.1 Subject to applicable law, ownership of the Product passes to the Purchaser when:

- The Product has been specifically identified and allocated to the Purchaser's order;
- The full purchase price has been received by the Dealer in cleared funds; and
- The Dealer has acquired ownership of, or the legal right to transfer ownership of, the Product to the Purchaser.

7.2 Risk of loss or damage remains with the Dealer as between the Dealer and Purchaser until physical collection by or delivery to the Purchaser, unless otherwise expressly agreed in writing and permitted by law.

7.3 At handover, the Dealer will ensure the Purchaser receives ownership of the Product free from any security interest or encumbrance other than one expressly arranged or accepted by the Purchaser.

Where applicable, the Dealer will arrange for the release or discharge of relevant manufacturer, financier or Dealer security interests affecting the Product, or otherwise ensure that those interests do not encumber the Purchaser's ownership.

7.4 Payment of a deposit, progress payment or other partial payment towards the purchase price does not, of itself, transfer ownership of the Product or create a security interest in favour of the Purchaser, except where otherwise provided by law or expressly agreed in writing.

7.5 Payments received by the Dealer may be applied towards securing production, purchasing the Product, meeting agreed manufacturer payment requirements and fulfilling the Purchaser's order.

Unless expressly agreed in writing or required by law, payments are not held in a separate trust or escrow account.

Nothing in this clause limits any rights or remedies available to the Purchaser or any obligations of the Dealer under applicable law.

7.6 Where the Purchaser has paid the purchase price in full but ownership cannot yet be transferred, the Dealer will take reasonable steps to complete the acquisition and transfer of ownership and will notify the Purchaser of any material impediment to doing so.

7.7 Nothing in this clause limits the Purchaser's statutory rights concerning title, undisturbed possession or undisclosed securities.

8. Inspection, Warranty and Australian Consumer Law

8.1 The Purchaser is encouraged to inspect the Product at collection or delivery and notify the Dealer as soon as reasonably practicable of any apparent defect, shortage or damage.

Failure to identify or report a defect at handover does not extinguish any rights available to the Purchaser under applicable law.

8.2 Manufacturer warranties, where applicable, are provided in addition to the Purchaser's rights under the Australian Consumer Law.

The availability, scope and duration of any additional manufacturer or Dealer warranty will be as specified in the applicable warranty documentation.

8.3 The Dealer remains responsible for its obligations as the supplier under the Australian Consumer Law, irrespective of the availability of a manufacturer warranty or whether the manufacturer continues trading.

The unavailability of a manufacturer warranty does not, of itself, create an additional Dealer warranty equivalent to the manufacturer's warranty, nor does it limit any statutory obligations of the Dealer.

8.4 Purchasers should contact the Dealer in the first instance regarding warranty or consumer guarantee concerns.

Prior approval should be obtained from the Dealer or manufacturer before arranging repairs for which reimbursement is sought, except where otherwise permitted or required by law.

8.5 Where the Product is pre-owned or a demonstrator, its age, condition, prior use and any expressly disclosed defects may be relevant in determining the applicable consumer guarantees.

Any additional warranty provided by the Dealer will be specified in writing.

8.6 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

9. Production Delays and Circumstances Beyond Reasonable Control

9.1 Where performance of an obligation is delayed by circumstances genuinely beyond a party's reasonable control, the affected party will be entitled to a reasonable extension of time, subject to the remaining provisions of this agreement and applicable law.

Such circumstances may include supply-chain disruption, unexpected production interruptions, freight delays, natural disasters, industrial action, government action, war, pandemic or significant system failures.

The affected party must have taken reasonable precautions and exercised reasonable diligence to prevent or minimise the impact of those circumstances.

This clause does not exclude or limit an obligation to provide a refund, remedy or other relief where required under this agreement or applicable law.

9.2 The affected party must take reasonable steps to minimise the impact of the delay and keep the other party reasonably informed.

Where a material production or delivery delay becomes apparent, the Dealer will advise the Purchaser of the revised estimated delivery timeframe as soon as reasonably practicable.

9.3 Where delivery is delayed by more than 90 calendar days beyond the original agreed estimated delivery date or the end of the agreed estimated delivery period, and a mutually acceptable revised delivery arrangement cannot be agreed, the Purchaser may cancel the order without cancellation charges and receive a refund of amounts paid.

Any replacement delivery timeframe must be expressly agreed in writing by the Purchaser. Notification of a revised estimated delivery date by the Dealer does not, of itself, reset the 90-day period.

9.4 The Dealer and Purchaser may mutually agree to extend the delivery timeframe, revise the order or arrange an alternative Product.

The Purchaser is not required to accept a materially different Product or delivery arrangement.

9.5 Manufacturer insolvency, cessation of trading or an inability to supply the agreed Product will be addressed under clause 10.

9.6 Nothing in this clause limits either party's rights or obligations under applicable law, including the Purchaser's entitlement to an earlier remedy where applicable.

10. Manufacturer Disruption, Insolvency and Non-Delivery

10.1 If a manufacturer experiences significant production disruption, ceases trading, enters external administration or otherwise becomes unable, or appears materially

unlikely, to supply an ordered Product, the Dealer will notify affected Purchasers as soon as reasonably practicable.

10.2 The Dealer will take reasonable steps to establish the status of affected orders, assess the manufacturer's ability to supply and identify available options.

These options may include:

- Completion of the Product through existing or alternative arrangements;
- A mutually agreed revised delivery timeframe;
- Supply of an alternative Product;
- Transfer of amounts paid to an alternative order, with the Purchaser's agreement; or
- Cancellation and refund.

10.3 Requests for and acceptance of further payments relating to an affected order will be suspended in accordance with clause 2.6 while the circumstances are reasonably assessed.

10.4 Any alternative Product, transfer of payments or material variation to the original agreement must be expressly accepted by the Purchaser in writing.

10.5 Where the Dealer is unable to supply the agreed Product within the applicable contractual or statutory requirements, the Purchaser may exercise any available cancellation, refund or other remedy under this agreement or applicable law.

Where the agreement is cancelled because the Dealer is unable to supply the agreed Product, the Purchaser will be entitled to a refund of amounts paid towards that Product, without change-of-mind cancellation charges.

Any refund payable by the Dealer will be processed without unreasonable delay and within any applicable statutory timeframe.

The Purchaser's entitlement to a refund is not conditional upon the Dealer first recovering payments from the manufacturer or another supplier.

10.6 The Dealer will keep affected Purchasers reasonably informed of material developments and the status of any agreed resolution.

10.7 Cancellation arising from the inability of the Dealer or manufacturer to supply the agreed Product will not be treated as a change-of-mind cancellation by the Purchaser.

10.8 Nothing in this clause limits the Purchaser's rights or the Dealer's obligations under the Australian Consumer Law or other applicable legislation.

11. General

11.1 These Terms, together with the accepted quotation or order form and any other documents expressly incorporated into the agreement, form the agreement between the parties.

Nothing in this clause excludes any representation, right or obligation that cannot lawfully be excluded.

11.2 Any variation to the agreement must be agreed in writing by both parties.

11.3 If any provision of these Terms is found to be unlawful or unenforceable, that provision will be severed or limited to the extent necessary, and the remaining provisions will continue to apply.

11.4 These Terms are governed by the laws of South Australia and applicable Commonwealth legislation.

11.5 The Dealer and Purchaser will endeavour to resolve any dispute arising under the agreement through reasonable communication and good-faith discussion.

Nothing in this clause prevents either party from exercising any legal right, seeking independent advice or accessing an available dispute resolution process.

11.6 The version of these Terms provided to the Purchaser at the time of entering into the agreement applies to that agreement.

Subsequent amendments to the Dealer's standard Terms will not apply retrospectively unless expressly agreed in writing by both parties.

Acceptance of Terms

These Sale Terms & Conditions form part of every quotation and order issued by The Dirt Off Road Campers Pty Ltd where they are provided or made available to the Purchaser before acceptance.

By accepting a quotation or order form, whether electronically through Xero, by signing it, paying a deposit in accordance with the quotation or otherwise expressly instructing the Dealer to proceed, the Purchaser acknowledges that:

- They have been provided with, or given a reasonable opportunity to access and review, these Terms & Conditions before entering into the agreement;
- They accept the specifications, purchase price and payment schedule detailed in the quotation or order form; and
- They agree to be bound by these Terms & Conditions, subject to their rights under applicable law.

The version of the Terms & Conditions identified in the accepted quotation or order form applies to that agreement.

The Purchaser is encouraged to retain a copy of the accepted quotation, payment schedule and applicable Terms & Conditions for their records.

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