

Sale Terms & Conditions

Unless otherwise agreed in writing by **The Dirt Off Road Campers Pty Ltd (ABN 47 631 092 852) t/as The Dirt Off Road Campers**, the Purchaser agrees that it will be bound by these terms and conditions if the Purchaser places an order with The Dirt Off Road Campers and the order is accepted by the Camper Trailer Manufacturer.

1. Quotation, Order & Price

- 1.1. Where a written quotation has been given by The Dirt Off Road Campers, the Tax Invoice Total is the Purchase Price specified in the quotation. All quotes are valid for 7 days from date of issue unless shown otherwise.
- 1.2. The Purchaser can accept the quotation by placing an order with The Dirt Off Road Campers, and once that order has been accepted by both The Dirt Off Road Campers and the Camper Trailer Manufacturer, the Purchaser agrees that it will be bound by these terms and conditions.
- 1.3. Upon the acceptance of the order and accepting the quote, the Purchaser must pay a deposit of 10% of the total quotation sum to secure a production slot. The Deposit must be paid within 7 days of the invoice date.
- 1.4. Changes to an already accepted Order must be made prior to the Red Date, the last date when changes can be accepted prior to the procurement period before production commences. The Dirt Off Road Campers will be in touch at this time to confirm your Order.
- 1.5. If the Purchaser makes a change request to the already accepted order where it results in an increase in total price, the Purchaser will be charged the additional cost.
- 1.6. **Prices provided by way of a quotation, invoicing or a price list are subject to change to the prices in effect at the time of delivery. The Dirt Off Road Campers reserves the right to make any corrections to prices quoted/invoiced due to cost increase, clerical errors, or errors of omission, in the event of any specific requirements (including without limitation any design, specification, order quantity, component and labour costs, or shipping changes) representing a price increase. Buyers will be notified and afforded an opportunity to confirm their order.**
- 1.7. **The Purchaser will be advised of the estimated build date ie March 2024 on confirmation of the allocated production slot. All dates refer to the end of the month. Handover will be approximately 4 weeks after the build completion date to allow for factory quality assurance, freight, and local pre-delivery and registration. The Camper Trailer Manufacturer will use its best endeavours to meet the estimated build completion date and The Dirt Off Road Campers will notify the Purchaser of any changes. Do not book any holidays around the estimated handover period. Neither The Dirt Off Road Campers or the Camper Trailer Manufacturer are liable to compensate the Purchaser for any costs or damages claimed by the Purchaser because of the delay in delivery of the order.**

2. Payment & Charges

- 2.1. Deposit payment of up to \$2,000 will not incur a credit card fee. Balance of deposit if paid by credit card will incur a fee as per section 2.2.3.
- 2.2. The Purchaser must pay the balance of the purchase price, less the deposit, for the Product by one of the following methods and can be paid in a one-off transaction or in regular instalments:
 - 2.2.1. Cash payment;
 - 2.2.2. Bank cheque made payable to The Dirt Off Road Campers;
 - 2.2.3. Credit Card (plus 1.6 % surcharge for in person payments or 2.2% for phone payments - Visa and Mastercard only);
 - 2.2.4. Electronic Funds Transfer (EFT). See section 2.5 for bank details.
- 2.3. **Payment in full, must be confirmed by The Dirt Off Road Campers bank as cleared funds 2 weeks prior to the estimated build completion date. This means payment must be received prior to the camper being despatched from the Camper Trailer Manufacturer on completion.**
- 2.4. Funds must be available to be paid by the invoice due date. The Dirt Off Road Campers will be in contact to arrange payment of the balance.

2.5. EFT Details are as follows (also shown on Invoice):

Account Name	BSB	Account Number	Reference
The Dirt Off Road Campers Pty Ltd	015 650	3138 14064	Quotation/invoice Number and Surname (Eg. 1234 Smith)

2.6. If the Purchaser fails to make final payment in accordance with 2.3 or fails to collect the Product from The Dirt Off Road Campers premises within ten (10) business days of notification, The Dirt Off Road Campers may charge the Purchaser:

2.6.1. a reasonable storage charge; and

2.6.2. interest on the unpaid purchase price on a daily basis at a rate equivalent to 5% above the base lending rate of the Reserve Bank of Australia at the time of payment. These additional charges must be paid up to and including the date on which the Purchaser collects the Product.

2.6.3. Or, at the Dealer Managers discretion, The Dirt Off Road Campers Pty Ltd shall consider the order as abandoned and on sell the product to recover funds and retain the deposit in full.

3. Cancellation

3.1. **Cooling-off Period - A 3-day cooling-off period applies from the time you accept the quote. If you end the contract in this way you are entitled to a refund of all money you paid, except \$500.**

3.2. If the Purchaser decides to cancel their order for any reason the following applies:

Cancellation Notification	Non-Refundable Deposit
During cooling-off period	\$500
Greater than 6 months prior to invoice due date & after cooling-off period	\$3,000
4 to 6 months prior to invoice due date	30% of full deposit
1 to 3 months prior to invoice due date	50% of full deposit
Less than 1 month prior to invoice due date	100% of full deposit

The Full Deposit equals 10% of the Total Sum.

4. Insurance & Registration

4.1. Product registration is not provided unless stated on the Invoice.

4.2. The Dirt Off Road Campers is unable to organise registration in any other state other than South Australia. Interstate Purchasers can organise an unregistered vehicle permit from the relevant State transport authorities.

4.3. It is the Purchaser's responsibility to organise Product insurance and is recommended this be done in advance of the actual handover date. The Dirt Off Road Campers is an agent for CIL, a specialist RV insurer, and can organise an obligation free quote if requested.

5. Collection, Delivery & Freight

5.1. All Products will be delivered by freight to The Dirt Off Road Campers unless it has been specifically noted differently on the order.

5.2. **Prior to collection, the Purchaser must ensure a Brake Controller and Anderson Plug are fitted to the tow vehicle.**

5.3. The Purchaser must undertake a product handover on-site at The Dirt Off Road Campers for all Camper Trailer purchases, unless another arrangement is organised with another dealer. Failure to do so may void warranty.

5.4. Insurance of your product during freight is covered by The Dirt Off Road Campers, unless you organise your own freight supplier.

5.5. Unless otherwise instructed by the Purchaser, The Dirt Off Road Campers will utilise the services of its preferred freight provider.

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

6. Risk & Title

6.1. Ownership of the Products shall not pass to the Purchaser until the full price has been paid.

7. Inspection & Acceptance

7.1. The Purchaser must inspect the Product during collection or immediately following delivery (as the case may be) to determine whether the Product and any item or items included are in short supply, defective or damaged.

7.2. Within 7 days of Collection or Delivery of the Products, the Purchaser must notify The Dirt Off Road Campers in writing of any shortages or any defects or damage readily apparent on a reasonable inspection.

7.3. If the Purchaser does not notify The Dirt Off Road Campers of the claim within 14 days of delivery or collection, to the extent permitted by law, the Products are deemed to have been accepted by the Purchaser.

7.4. In the event of the Products being defective or damaged, refer to the Camper Trailer Manufacturer Warranty Terms and Conditions document.

7.5. The Dirt Off Road Campers and/or the Camper Trailer Manufacturer do not offer refunds or returns for change of mind purchases.

8. Intellectual Property

8.1. The Camper Trailer Manufacturer's intellectual property, whether or not registered or registrable in any country, include among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-how, creations, and inventions, together with all rights which are derived from those rights.

8.2. The Purchaser shall not use, reproduce, register or cause to be registered, or impart any information contained therein to any third party without the written consent of the Camper Trailer Manufacturer.

9. Warranty

9.1. The Camper Trailer Manufacturer warrants that all parts of its manufacture or assembly of the Products are free from defects in material and workmanship. This warranty is in addition to any non-excludable statutory warranty or guarantee that may be implied by Australian Consumer Law.

9.2. Where there is a warranty claim, the Purchaser must obtain the advice and approval of The Dirt Off Road Campers or the Camper Trailer Manufacturer prior to carrying out any repairs. Refer to the Camper Trailer Manufacturer's Warranty Terms and Conditions document for further details on limitations, exclusions, and the claims process.

9.3. For any third-party products installed on your camper trailer please refer to the manufacturer's warranty terms & conditions.

10. Subject to Finance

10.1. If the particulars of the sale specify that the contract is subject to a loan being approved, this contract is subject to the lender approving the loan by the approval date. The approval date is set as two weeks after the initial invoice date.

10.2. Once the loan is approved the balance of the deposit must be paid.

10.3. The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

10.3.1. immediately applied for the loan; and

10.3.2. did everything reasonably required to obtain approval of the loan; and

10.3.3. serves written notice ending the contract to The Dirt Off Road Campers within 2 clear business days after the approval date; and

10.3.4. is not in default under any other conditions of the contract when notice is given.

10.4. In the case of section 10.3 all monies will be immediately refunded to the purchaser if the contract is ended.

10.5. If the loan approval will expire before the invoice due date, the purchaser must immediately apply for re-approval of the loan 11 weeks prior to the invoice due date. Loan approval must be obtained by the approval date. The approval date is set as 9 weeks prior to the invoice due date.

10.6. In the case of section 10.5 being applied, the purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

10.6.1. immediately applied for the loan; and

10.6.2. did everything reasonably required to obtain approval of the loan; and

10.6.3. serves written notice ending the contract to The Dirt Off Road Campers within 2 clear business days after the approval; and

10.6.4. is not in default under any other conditions of the contract when notice is given.

10.7. In the case of section 10.6 if the contract is ended, moneys will be refunded to the purchaser in the amount of the purchase price minus a \$500 handling fee and only after the ordered camper has been resold and settlement has occurred.

11. Force Majeure

Neither party shall be liable for non-performance due to events beyond their control, such as acts of God, natural disasters, war, government action, etc. Affected party must notify the other and make reasonable efforts to resume performance. If delay continues for 90 days, either party may terminate the agreement.

12. Other Terms

12.1. If any provision of these terms or conditions is unenforceable, illegal, or void, that provision is severed, and the other provisions remain in force.

12.2. The Dirt Off Road Campers may amend or vary these terms and conditions by notifying the Purchaser in writing of the amendment or variation.

13. IMPORTANT INFORMATION - Delivery and Handover

13.1. Once manufacturing and factory quality assurance is complete, The Dirt Off Road Campers will arrange for transport of your unit from the Camper Trailer Manufacturer to our showroom where we will perform the final handover quality inspections and predelivery preparation.

13.2. A handover date and time will be booked with you where we will provide extensive training and information on your unit. This will include hitching up to your tow vehicle and if requested, completing a road test of your entire setup to ensure everything is working correctly.

13.3. Please be punctual to your hand-over as we may have multiple handovers scheduled for the day and we don't want to rush. Depending on the options and spec of your model, handover typically takes 3 hours (sometimes longer for more intricate setups) depending on the Camper Trailer model.

13.4. The Purchaser should have the product insured once it leaves our premises. Insurance is the Purchasers responsibility.

13.5. The Dirt Off Road Campers are a registered DPTI Agent, as such we arrange to have your Camper registered in your name ready for when you collect your unit. **If registration is not specifically shown in your order it has not been included.**

It is our aim that the purchase of your Camper Trailer is an enjoyable experience for all parties. We trust that the quality of the product and service from us will provide you and your family with years of happy touring and camping.

If you are happy with our service, please tell others and continue to support our business. If for any reason you're not happy, please tell us directly as we welcome all feedback.

Thank you for your order. Please contact your sales representative with any further questions. You can contact us on 08 8391 6274.

Faithfully,

The Dirt Off Road Campers Team

I, _____ have read and understood these terms and conditions.

I understand that payment must be received in full and appear as cleared funds in The Dirt Off Road Campers bank account 2 weeks prior to the estimated build completion date.

_____ Date: _____ / _____ / _____

Customer Signature

Customer Name