

## **The Dirt Off Road Campers Pty Ltd**

### **Sale Terms & Conditions**

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”).

#### **1. Quotation, Order and Price**

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

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

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

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

- options, changes or upgrades requested by the Purchaser;
- changes required by law, the manufacturer or a supplier; or
- correction of a genuine quoting or administrative error, which will be discussed with the Purchaser before proceeding.

1.5 Changes to an accepted order must be requested before the manufacturer’s nominated “Finalisation Date” or final production-change date. Additional costs may apply and requested changes are subject to manufacturer approval.

1.6 Estimated build, delivery and handover dates are estimates only. Delays may occur due to production, supply chain, freight, weather or other circumstances outside our reasonable control. The Purchaser must not 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.

#### **2. Payment**

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

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

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

2.4 The balance of the purchase price, including all selected options, variations and other agreed charges, must be received as cleared funds on build completion and before the Product is released from the manufacturer or dispatched to The Dirt Off Road Campers, unless otherwise agreed in writing.

2.5 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. Bank cheques must be received at least 3 working days before the applicable payment due date, build completion or manufacturer release date, and are not treated as payment until cleared.

2.6 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

2.7 If the Purchaser does not make a payment when due, we may, after reasonable written notice:

- suspend work, ordering, production instructions, delivery or handover;
- charge reasonable storage costs and interest at 5% above the Reserve Bank of Australia cash rate; and/or
- treat the order as cancelled by the Purchaser in accordance with clause 3.

2.8 Cancellation by the Purchaser does not suspend, defer or extinguish any payment obligation that has already fallen due.

2.9 Where the quotation or order form specifies a payment schedule that differs from these Terms, the quotation or order form prevails to the extent of the inconsistency.

### **3. Cancellation**

3.1 The Purchaser may cancel within 3 days of signing the order 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 written request.

3.2 If the Purchaser cancels before production commences, the following cancellation charges apply:

- more than 3 months before the estimated completion date: \$3,000;
- within 3 months of the estimated completion date: \$5,000.

3.3 If the Purchaser cancels after production has commenced, the Purchaser remains liable for:

- all amounts that have fallen due under the agreed payment schedule, including any amount due on build completion; and
- the Dealer's reasonable loss arising from the cancellation.

3.4 The Dealer's reasonable loss may include manufacturer cancellation charges, committed production costs, selected options, freight, finance costs, storage, administration, preparation and reasonable resale costs.

3.5 We will take reasonable steps to mitigate our loss, including seeking to resell the Product where practical.

3.6 If the Product is resold, the net resale proceeds—after deducting the Dealer's reasonable costs and losses—will be credited to the Purchaser. Any surplus will be refunded within a reasonable time.

3.7 Payments already made may be applied against the cancellation charge and the Dealer's reasonable loss.

3.8 This clause does not limit any rights the Purchaser may have under the Australian Consumer Law.

#### **4. Finance**

4.1 If the order is expressly stated to be subject to finance, the Purchaser must take reasonable steps to obtain finance approval before the manufacturer's Finalisation Date.

4.2 If finance is declined and the Purchaser provides written evidence of the refusal before the manufacturer's Finalisation Date, amounts paid will be refunded less any agreed reasonable costs already incurred specifically for the Purchaser's order.

4.3 If finance is not approved before the manufacturer's Finalisation Date, or the Purchaser does not provide written evidence of refusal before that date, the finance condition is taken to have been satisfied or waived by the Purchaser. The order will then continue on an unconditional basis.

4.4 If the Purchaser cancels after the manufacturer's Finalisation Date, the cancellation will be dealt with under clause 3.

#### **5. Insurance and On Road Costs**

5.1 Registration, Dealer Delivery and Freight arrangements are applicable to every order. The applicable requirements, inclusions and charges will be discussed with the Purchaser and confirmed in writing no later than the Manufacturer's Finalisation Date.

5.2 Any Registration, Dealer Delivery and Freight charges not included in the original quotation will be agreed with the Purchaser in writing before the Manufacturer's Finalisation Date and added to the purchase price.

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

5.4 The Dealer is an authorised representative of CIL, a specialist RV insurer, and can provide an obligation-free insurance quote at the Purchaser's request. Before obtaining a quote, we require the Purchaser's approval to provide the relevant information to CIL, including:

- the name and date of birth of each person who will tow, drive or regularly use the Product;
- the address where the Product will ordinarily be stored;
- the storage location type: garage, carport, driveway, professional storage facility or street; and
- details of any RV insurance claims made by those persons in the preceding 5 years.

Any insurance quote is provided without obligation. The Purchaser remains responsible for deciding whether to take out insurance and for ensuring appropriate cover is in place before collection or delivery.

## **6. Delivery, Collection and Handover**

6.1 The Product will ordinarily be delivered to The Dirt Off Road Campers showroom unless otherwise agreed in writing.

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

6.3 Handover will ordinarily occur at our showroom and may include product familiarisation, hitching guidance and an optional road test.

6.4 If the Purchaser does not collect the Product within a reasonable time after being notified that it is ready, reasonable storage charges may apply.

## **7. Risk and Title**

7.1 Title to the Product remains with the Dealer until the full purchase price and all other amounts owing under this agreement are paid in cleared funds.

7.2 Risk passes to the Purchaser on collection or delivery, whichever occurs first.

## **8. Inspection, Warranty and Australian Consumer Law**

8.1 The Purchaser should inspect the Product at collection or delivery and notify us in writing as soon as practicable of any apparent defect, shortage or damage.

8.2 Manufacturer warranties apply in addition to the Purchaser's rights under the Australian Consumer Law.

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

8.4 Warranty repairs require prior approval from the Dealer or manufacturer, except where otherwise required by law.

## **9. Force Majeure**

9.1 Neither party is liable for delay or failure to perform obligations caused by events beyond its reasonable control, including supply-chain disruption, manufacturer delays, freight delays, natural disasters, industrial action, government action, war, pandemic or system failures.

9.2 If a delay continues for more than 90 days, either party may request to discuss a reasonable way forward, including an extension or cancellation in accordance with applicable law.

## **10. General**

10.1 These Terms, together with the signed quotation or order form, form the entire agreement between the parties.

10.2 Any variation must be agreed in writing.

10.3 If any provision is unenforceable, the remaining provisions continue to apply.

10.4 These Terms are governed by the laws of South Australia.

## **Acceptance of Terms**

These Terms and Conditions form part of every quotation and order issued by The Dirt Off Road Campers Pty Ltd.

By accepting a quotation or order form—whether electronically through Xero, by signing it, paying a deposit, or otherwise instructing us to proceed—the Purchaser acknowledges that they have been given access to these Terms and Conditions, have read and understood them, and agree to be bound by them.

The version of the Terms and Conditions available at the link provided in the quotation or order form applies to that quotation or order.