

INVOICE TERMS AND CONDITIONS OF SALE

1. **In this agreement.**
 - (a) 'Modern Trailers' means The Modern Trailers Partnership (ABN 12 598 696 475), and;
 - (b) 'You' means the customer and 'Your' has a similar reference to the customer, and;
 - (c) 'Goods' means the trailers, repairs and other goods and services specified in the invoice, and;
 - (d) 'The Invoice Price' means the amount set out on the invoice.
2. **General.** You agree to accept the Goods sold by Modern Trailers on these terms and conditions which shall apply to the exclusion of all others including any of your terms and conditions (whether on your order form or otherwise). Upon Modern Trailers' receipt of your order you will be deemed to agree to these terms and conditions of sale to the exclusion of all others. These terms and conditions replace all previous terms and conditions.
3. **Payment.**
 - (a) 25% (twenty-five percent) non-refundable deposit is required to secure your valid order.
 - (b) Balance of payment is due on pick up of goods.
4. **Cancellation.** No order may be cancelled except with the consent in writing of Modern Trailers and on terms which will indemnify Modern Trailers against all direct, indirect and consequential losses.
5. **Returned Goods.** Modern Trailers shall not be under any obligation to accept goods returned by you and will only do so on terms to be agreed in writing in each individual case.
6. **Retention of title.** Modern Trailers reserves the following rights in relation to the Goods until all accounts owed by you to Modern Trailers are fully paid:
 - (a) legal ownership of the Goods;
 - (b) to enter your premises (or the premises of any associated Company or Agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
 - (c) to keep or resell any Goods repossessed pursuant to clause 6(b) above.
7. **Modern Trailers' Quotations.**
 - (a) Any quotations given by Modern Trailers shall not constitute an offer to sell. An order placed by you pursuant to the quotation given by Modern Trailers is not binding on Modern Trailers unless and until accepted by Modern Trailers.
 - (b) Every quotation is an estimate only and is subject to withdrawal, corrections or alteration at any time prior to Modern Trailers' acceptance of your order.
8. **Loss.** Modern Trailers is not responsible for any loss to you caused for any reason which is outside Modern Trailers' direct control whether or not such loss is caused by Modern Trailers' negligence or that of its servants, agents or subcontractors. Your attention is directed to the provision of the Trade Practices Act 1974 ('the Act') and other similar legislation which require Modern Trailers to warrant the suitability and fitness of the goods. All such legislative and common law condition, warranties and other rights provided to you are excluded except where it is not lawful to do so. Your attention is directed to Section 68A of the Act. Modern Trailers requires goods to be returned to the place of purchase, and elects to limit its liability as allowed, to any one or more of the following as Modern Trailers may choose:
 - (a) the repair of the goods, or
 - (b) the replacement of the goods or the supply of equivalent goods,
9. **Exclusion.** Modern Trailers shall not be liable in tort, contract or otherwise for any damage, injury or losses (including economic loss) of any kind suffered or purported to be suffered by you or any third party resulting from, arising out of, or in connection with the acquisition, delivery, use or possession of the goods howsoever caused, including, but not limited to any negligence or breach of contract by Modern Trailers. All legislation which requires Modern Trailers to warrant the suitability and fitness of the goods or services, other common law conditions, warranties and rights provided to you is excluded except where it is not lawful to do so. As permitted at law Modern Trailers will not be responsible for:
 - (a) Defects in goods which Modern Trailers could not reasonably have been aware of at the time the Invoice was made.
 - (b) Any loss or damage suffered by you as a result of damage to goods or delays in services to be provided by Modern Trailers caused by events unforeseen at the time the Invoice was made.
 - (c) Any loss or damage either in contract or in tort for any breach of this invoice including but not limited to loss of profits, damages, costs and expenses.
10. **Warranty.** Modern Trailers provides a 12-month (twelve month) structural warranty from purchase completion date for domestic use trailers, and 6-month (six month) structural warranty for commercial use trailers. This warranty shall not apply to, or include any of the following:
 - (a) accident;
 - (b) abuse or misuse;
 - (c) lack of proper maintenance;
 - (d) deterioration due to normal use and exposure, or;
 - (e) damage and corrosion from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lightning, flood and the like.
11. **Notification.** You agree to notify in writing Modern Trailers of any complaint concerning goods or services provided by Modern Trailers.
12. **Inspection.** After delivery or collection you agree to promptly inspect the goods and notify Modern Trailers within seven (7) days of that date of any missing, damaged or defected goods.
13. **Risk.** Risk in goods shall pass to you on delivery to you or your carrier.
14. **Right to Discontinue.** Modern Trailers may terminate this agreement without notice to you if you either go into liquidation, are wound up or dissolved or become bankrupt, enter into a scheme of arrangement with your creditors or any class thereof, or place under official management or have a receiver or manager appointed over any of your assets.
15. **Terms of Trade.**
 - (a) Any purchase terms set by you are excluded unless at any time agreed in writing by us.
 - (b) Where the purchaser is a company then the person or persons signing this invoice agree jointly and severally with the company to pay Modern Trailers any amount which is due or owing by the purchaser to Modern Trailers as at the date of the invoice or which may become due or owing to Modern Trailers by the purchaser.
16. **No Authority.** You will not raise any objection to the powers of your officers or any other person or persons purporting to act on your behalf ('your officer') who accept these invoice terms and the goods or deny liability for payment that is due even if your officer has acted outside his or her authority.
17. **Force Majeure.** Modern Trailers will not be liable for any delay or failure to perform our obligations if due to any act, omission or circumstance over which Modern Trailers could not reasonably have exercised control.
18. **Delivery.** The delivery times made known to you are estimates only and Modern Trailers shall not be liable for late delivery or non delivery, and under no circumstances shall Modern Trailers be liable for any loss, damage, loss of profit or delay occasioned to you or your customers arising from late or non delivery or later installation of the goods.
19. **Your Property.** Any property belonging to you under Modern Trailers custody shall be entirely at your risk as regards loss or damage caused to the property or by it.
20. **Place of Contract.** The Agreement shall be governed by the laws of South Australia.

I/WE

The undersigned having authority to make this declaration acknowledge that I/WE have read and understood the Standard conditions above, and hereby agree to be bound by the Standard Conditions and hereby agree to bind any company for which I/WE are duly authorised officers for all trading with Modern Trailers until such time as a new set of Standard Conditions are acknowledged and agreed to in writing.

DATED the

day of

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Signed by: