

## TERMS & CONDITIONS



### Australian Motorcycle Imports

## TERMS AND CONDITION OF SALE

#### General

Any order accepted by Australian Motorcycle Imports or any of its subsidiaries (hereinafter called "the Company" shall be deemed to incorporate these terms and conditions. No variation or modification of, or substitution for these terms and conditions (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless specifically accepted by the Company in writing.

#### Prices

Unless otherwise agreed in writing by the Company, the Company reserves the right to vary the price stated for the goods in order to take account of any increase in wages, salaries or cost of materials or services between the date of the order and the date of delivery.

#### Payment

Terms of payment are as confirmed with the Sales manager and Unit Managers of the Company.

Title to the goods shall pass only upon payment in full to the Company. The acceptance by the Company of any cheque or negotiable instrument shall not constitute payment unless and until the same has been honoured.

In addition to any right or lien to which the Company may be by law entitled, the Company shall (in the event of the customer's insolvency or going into receivership) be entitled to a general lien on all goods of the customer in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of any goods sold and delivered to the customer by the company under the same or any other contract.

Without prejudice to any other rights of action the company may have, unless payment is made to the Company on the due date for payment, the customer's account will be automatically suspended until it is brought within the trading terms (unless otherwise arranged and confirmed in writing by the Company). The customer agrees to pay interest to the Company on all overdue charges at the rate of one and one half percent (1.5%) per month payable monthly (or such lesser rate as the Company may specify in writing) from the due date for payment until actual payment thereof.

In the event of an account not being paid by the due date the customer will pay to the Company all debt collection agency costs and legal fees (on a solicitor and client basis) incurred by the Company in obtaining payment of the amount from the customer. In addition interest is payable on such debt collection agency costs and legal fees at the cumulative rate of 1.5% per month calculated monthly from the date on which they are paid by the Company until payment of the same by the customer to the Company.

#### Delivery

Delivery will be made to the location specified on the order form and the customer shall be liable for all freight costs.

No claim for damage in transit or shortage in delivery will be entertained in cases where the Company has agreed to deliver the goods to the customer unless a separate notice in writing is given to the carrier concerned and the Company immediately the goods are received followed by a detailed and completed claim in writing within two (2) trading days of delivery. In the event of loss or destruction of the goods in transit, advice of non-delivery must be submitted in writing to the carrier and to the company within seven (7) days of the date of consignment as advised by the Company to the customer.

Any period or dates quoted for delivery are to be regarded as approximate only and the Company accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of goods. Delay due to circumstance not reasonably within the control of the company shall not entitle the customer to cancel any order or to refuse to accept delivery. Notwithstanding that the title to the goods may not have passed, the risk in the goods shall pass to the customer upon delivery.

When the Company is required to procure overseas goods to fulfill an order, the order is subject to confirmation by the Company and it is also subject to an import license available when required.

#### Insurance

Insurance will not be effected by the Company on goods forwarded from the company's premises unless the company receives written instructions from the Customer to insure.

**Force Majeure**

Should the Company be delayed in or prevented from making delivery owing to any cause whatsoever beyond the Company's control, such as Act of God, war, strike, riots, government intervention, industrial stoppage or natural disaster or otherwise, the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage resulting there from.

**Cancellation of Order**

Once an order has been placed it may not be cancelled for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer will cover all costs in returning the goods to the Company and ensure that the goods are insured in transit and returned to the companies premises in original unmarked packaging including all original documentation and accessories. Such an order cancelled by the Customer will incur a re-stocking fee of a minimum of \$30.00, or ten percent (10%) of the invoiced value of the goods, whichever is the greater.

**Liability**

The Company shall not be liable for any damages or loss of any kind arising from the failure of goods to function or operate satisfactorily nor for any direct or indirect or consequential damage or loss property person whatsoever.

**Ownership**

The risk in any goods supplied by the Company to a Customer shall pass to the Customer when such goods are delivered to the Customer or into custody on the Customers behalf but ownership in such goods is retained by the Company until the earlier of sale by the Customer of such goods to third parties in the normal course of trade or until the Customer has discharged all outstanding indebtedness to the Company in respect of such goods.

Until payment in full of such indebtedness has been made to the Company, the Customer acknowledges and agrees that:

The Company is permitted to enter into the customers premises and the premises of third parties to inspect and or repossess the goods.

If the customer sells the goods to a third party then the customer is accountable to the Company for the proceeds derived from such sale and the customer shall hold such proceeds on trust for the Company.

**Confidentiality**

From time to time the Customer may be required to pass on confidential information about their business or their customer's business to the Company for the commercial benefit of both parties. Any such information given to the Company by the Customer will be held by the Company in strict confidence and will not be passed on to any third party or used for any other purpose other than the direct related purpose to which the information was given.

**Interpretation**

Any contract which these conditions apply shall be governed by and construed in accordance with Australian Law.