

TERMS AND CONDITIONS

Adventure Long Boats Pty Limited - ACN 650 814 332

1 Definitions

In these terms and conditions, defined terms have the following meanings unless otherwise provided:

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010 (Cth.)*

Order means any order placed by the Purchaser with the Supplier for a Vessel pursuant to these terms and conditions.

Purchase Price means the price payable by the Purchaser to the Supplier for a Vessel under clause 4.

Purchaser means a person placing an order with the Supplier for the supply of a Vessel.

Supplier means Adventure Long Boats Pty Limited ACN 650 814 332.

Vessel means a light weight car topper "Rack Rider" boat designed by the Supplier.

2 Supply

The Supplier agrees to supply and the Purchaser agrees to buy one or more Vessels on these terms and conditions.

3 Orders

Upon the Supplier receiving an Order from the Purchaser for a Vessel and accepting that Order in writing, the Supplier and the Purchaser will be deemed to have concluded a contract on these terms and conditions.

4 Price and Payment

(a) The Purchase Price for the Vessel will be:

(i) **\$(insert)**; plus

(i) **[any freight component for delivery if delivery does not take place at the place of manufacture]**.

(b) Unless otherwise agreed with the Supplier, the Purchaser must pay the full amount of the Purchase Price in advance of delivery of the Vessel to such account as the Supplier may notify to the Purchaser from time to time in writing.

5 Delivery

Delivery of the Vessel will take place at [insert location].

6 Title and Risk

- (a) Title to the Vessel passes to the Purchaser when the Purchaser pays the Purchase Price to the Supplier.
- (b) Risk in the Vessel passes to the Purchaser when the Purchaser takes delivery of the Vessel.

7 Warranties

Subject to clause 8, the Supplier gives only those warranties and guarantees in respect the Vessel contained in the Australian Consumer Law.

8 Liability Limitation

- (a) Nothing in these terms and conditions limits, excludes or modifies any warranties or guarantees that may apply to these terms or conditions for which it is unlawful under the Australian Consumer Law to exclude (**Non-Excludable Term**). If it is legally permitted to do so, where the Supplier is liable for a breach of any such Non-Excludable Term, then the Supplier limits its liability to the following:
 - (i) in the case of goods, one or more of the following at the Supplier's discretion:
 - (A) the replacement of the goods or the supply of the equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment for having the goods repaired; and
 - (ii) in the case of services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (b) The Supplier is not liable for any claim for loss or damage unless such claim has been notified by the Purchaser to the Supplier in writing within 6 months of the Purchaser taking delivery of the Vessel with such notification containing reasonable details of the fact, matter and circumstance giving rise to the claim.
- (c) The Supplier gives no warranty in connection with the commercial use of the Vessel or if the Vessel is used other than in [insert] conditions.

- (d) The Supplier will have no liability for loss or damage to the Vessel arising from:
 - (i) handling, loading, stowage or unloading of the Vessel;
 - (ii) adverse weather conditions;
 - (iii) the negligence of the Purchaser or any party using the Vessel;
 - (iv) the improper use of the Vessel;
 - (v) any accident involving the Vessel;
 - (vi) the use of any equipment or components on the Vessel including, without limitation, engines fitted on the Vessel;
 - (vii) the maintenance of the Vessel in a manner not recommended by the Supplier;
 - (viii) any alteration, addition or modification to the Vessel by the Purchaser or a third party following delivery of the Vessel;
 - (ix) fair wear and tear to the Vessel; and
 - (x) the use of the Vessel in any competition or where speed was a factor.

9 GST

- (a) Words and expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (Act)* have the same meaning given to them in the Act.
- (b) Any amount specified in these terms and conditions as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
- (c) If a party makes a taxable supply under these terms and conditions (**Supplier**), then the recipient of the taxable supply (**Recipient**) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.

10 Law and Jurisdiction

These terms and conditions are governed by and to be construed in accordance with the laws of New South Wales. The Supplier and the Purchaser submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in New South Wales and Courts of appeal from them in connection with proceedings arising out of these terms and conditions.