



1. Interpretation and Definitions

The following terms have the meaning explained below:

- a) “Australian Consumer Law” means the law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended from time to time, and any equivalent State or Territory legislation.
- b) “ATV” means an All-Terrain Vehicle, being a motorised four-wheeled vehicle designed primarily for off-road use, typically fitted with a straddle-type seat like that of a motorcycle and controlled via handlebar steering.
- c) “Backorder” means an Order (or part of an Order) for Goods that are temporarily out of stock and cannot be dispatched immediately.
- d) “Bailee” A person or entity who has Possession of goods belonging to another (the Supplier) for a particular purpose, under a bailment arrangement, but who does not have ownership of those goods. The Bailee must take reasonable care of the goods and return or otherwise deal with them as instructed by the owner.
- e) “Business Day” means a day that is not a Saturday, Sunday, public holiday, or bank holiday in Charters Towers, Queensland, Australia.
- f) “Confidential Information” means all non-public, proprietary, or commercially sensitive information of a party, whether oral, written, or electronic.
- g) “Credit Account” means an arrangement allowing the Customer to make payment within a specified period after the date of Invoice, as approved by the Supplier.
- h) “Credit Limit” means the maximum amount of credit that the Supplier has approved for the Customer’s account, as determined and notified by the Supplier from time to time in writing.
- i) “Customer” means the person, company or entity buying the Goods as named on the Invoice.
- j) “Delivery” means the transfer of Possession of the Goods from the Supplier to the Customer, or to the Supplier’s nominated reputable carrier or agent, in accordance with these Terms.
- k) “Dispatch” the act of readying an Order for Delivery to the Customer.
- l) “Event of Default” Any circumstance or event that, in the Supplier’s reasonable opinion, constitutes a failure by the Customer to perform or observe any of its obligations under these Terms. This may include, without limitation: failure to pay any amount due by the due date, breach of any material term of these Terms, Insolvency or suspected Insolvency of the Customer, or provision of false or misleading information to the Supplier.
- m) “Force Majeure Event” means an event outside the Supplier’s reasonable control which stops or delays the

Supplier from supplying the Goods. This can include natural disasters, extreme weather, fire, flood, pandemic, war, terrorism, strikes, supplier or transport delays, or government restrictions.

- n) “Goods” means all products, parts, or materials supplied by the Supplier to the Customer, including any associated packaging, manuals, and components.
- o) “GST” means Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- p) “Insolvency / Insolvency Event” Any of the following events occurring in relation to the Customer: the Customer is unable to pay its debts as and when they fall due; the Customer enters into liquidation, provisional liquidation, administration, or a deed of company arrangement; a receiver, receiver and manager, or other external controller is appointed over any part of the Customer’s assets; or any equivalent event under Australian or foreign law.
- q) “Invoice” means a tax invoice issued by the Supplier to the Customer for the supply of Goods, in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and these Terms.
- r) “Manufacturer” means the original manufacturer of the Goods supplied by the Supplier.
- s) “On Hold” means the temporary suspension of the Customer’s Credit Account or Order processing by the Supplier, which may occur due to overdue payments, exceeded Credit Limits, incomplete account information, or other breaches of these Terms. During an On Hold period, the Supplier is not required to supply or dispatch Goods until the issue is resolved to the Supplier’s satisfaction.
- t) “Order” means any request, instruction, or agreement by the Customer to purchase Goods from the Supplier, which is subject to acceptance by the Supplier in accordance with these Terms.
- u) “Overdue Account” any Credit Account where payment is not received by the due date.
- v) “Price” means the total amount payable by the Customer for the Goods as set out in the relevant Invoice, including any applicable GST, duties, levies, packaging, and delivery costs, unless otherwise stated. The Price is payable in accordance with these Terms.
- w) “Possession” The physical or constructive control or custody of Goods, including the ability to deal with, use, store, or transport the Goods, whether or not the Customer has legal ownership. Possession does not confer title or ownership unless otherwise stated in these Terms.
- x) “Supplier” means Oz Bash Investments Pty Ltd trading as Aussie Powersports ABN 90 133 291 755.
- y) “Terms” means these Terms & Conditions, as amended from time to time.

- z) “UTV” means a Utility Terrain Vehicle, also referred to as a Side-by-Side Vehicle (“SXS”) or Side-by-Side Utility Vehicle (SSV), being a motorised vehicle designed primarily for off-road use, typically fitted with bucket or bench seating in the front to accommodate two occupants seated side-by-side and a utility tray behind.

2. Application of Terms

- a) These Terms apply to all sales of Goods by the Supplier.
- b) Additional clauses apply to Credit Account Customers as set out in Clause 12.
- c) These Terms override any inconsistent terms contained in purchase orders or other documents submitted by the Customer.

3. Orders and Acceptance

- a) Orders for Goods can be placed online, over the phone, or by other methods approved by the Supplier.
- b) The Supplier will reserve an Order for a period of seven (7) Business Days during which time:
 - i. Payment must be made in line with Clause 7.
 - ii. The Price noted in the Order remains valid and may be adjusted thereafter.
 - iii. If payment not received, the Supplier may cancel the Order without notice.

4. Backorders

- a) If Goods are temporarily out of stock, the Supplier may offer the Customer the option to place a Backorder.
- b) The Supplier will notify the Customer of the estimated availability date for Backordered Goods. These dates are indicative only and subject to change.
- c) The Customer may cancel a Backorder within seven (7) Business Days of receiving the availability notification, subject to any applicable restocking or administrative fees.
- d) Backorders will not be dispatched if the Customer’s account is overdue or has exceeded the approved Credit Limit.
- e) Backordered Goods may be dispatched separately as they become available. Each dispatch may incur separate freight charges, which are payable by the Customer.
- f) Risk in Backordered Goods passes to the Customer upon Delivery, in accordance with the general terms of risk transfer.
- g) Partial dispatch of an Order or Backorder does not constitute full acceptance of the Order for the purposes of warranty, liability, or returns.
- h) The Supplier reserves the right to suspend or delay dispatch of Backordered Goods if the Customer’s total outstanding Orders, including Backorders, exceed the approved Credit Limit.



5. Product Images

- a) All images of Goods provided by the Supplier are indicative and for illustrative purposes only. Actual Goods may vary in appearance, colour, size, or configuration.
- b) The Supplier makes no representations or warranties that Goods will precisely match images, and any such variations do not constitute a breach of these Terms or give rise to any claim for damages or refund.
- c) Customers should rely on written descriptions, specifications, or datasheets provided by the Supplier when placing Orders.

6. Sale and Purchase

- a) The Supplier may refuse to transact with a Customer if it suspects fraud, Insolvency, or misrepresentation.
- b) Once an Order is invoiced by the Supplier, the Customer is bound to accept Delivery of the Goods and to pay for them in accordance with these Terms.
- c) The Supplier agrees to sell, and the Customer agrees to purchase, the Goods described in the Order and/or Invoice, subject to these Terms. Title to the Goods will not pass to the Customer until the Supplier has received payment in full for those Goods and for all other amounts owing by the Customer to the Supplier.

7. Pricing and Payment

- a) Payment is due prior to Dispatch unless the Customer has an approved Credit Account.
- b) Prices are provided in Australian Dollars (AUD) and exclude GST unless stated otherwise.
- c) All items detailed on the Invoice are payable by the Customer.
- d) The Supplier will use its best endeavours to notify the Customer proactively of any Price changes, however Prices are subject to change at any time.
- e) Accepted payment methods include electronic funds transfer (EFT), credit card, cheque, or other methods approved by the Supplier
- f) It is the responsibility of the Customer to verify that all payment instructions and account details provided by the Supplier are accurate before making any payment. The Supplier is not responsible for any loss, delay, or error arising from payments made to incorrect or fraudulent account details.
- g) The Supplier may engage external service providers to assist with the administration and collection of payments. Any fees, charges, or surcharges (including, without limitation, credit card processing fees) imposed by such agencies are the responsibility of, and must be paid by, the Customer.

8. Transfer of Goods: Dispatch, Delivery and Title

- a) The Supplier is not obliged to Dispatch any Goods until full payment is received, unless the Customer has an approved Credit Account.
- b) The Supplier will Dispatch Goods as soon as practicable after payment is confirmed or in accordance with agreed Credit Account terms.
- c) The Supplier may, at its discretion, fulfil an Order or Backorder in multiple shipments. Each shipment may incur separate freight charges, which are payable by the Customer. Partial dispatch does not constitute full acceptance or completion of the Order and does not affect the Supplier's rights in relation to payment, warranty, liability, or returns.
- d) The Supplier will select a reputable freight carrier appropriate to the Goods and delivery location.
- e) Delivery is deemed to occur when:
 - i. the Goods are collected from the Supplier's warehouse, or
 - ii. the Goods are dispatched to the Customer's nominated delivery address.
- f) Risk in the Goods passes to the Customer upon Delivery, regardless of whether the Customer takes physical possession or the Goods are held on behalf of a Credit Account Customer.
- g) Title to the Goods remains with the Supplier until full payment of the Invoice is received.
- h) If the Customer takes Possession of Goods prior to full payment under an approved Credit Account, the Customer holds the Goods as Bailee only and must:
 - i. store the Goods securely and separately,
 - ii. ensure they are clearly identifiable as the Supplier's property, and
 - iii. not resell the Goods unless expressly permitted by the Supplier.
- i) The Supplier may enter any premises where the Goods are stored to inspect or repossess them if payment is overdue or an Event of Default occurs.
- j) The Customer's right to possess the Goods ceases immediately if payment is not received by the due date or if the Customer becomes Insolvent.
- k) Any delivery times provided are estimates only. The Supplier is not liable for delays or differences between estimated and actual delivery dates, including those caused by Force Majeure Events.
- l) The Customer is responsible for accepting delivery at the nominated address. The Supplier is not liable for Goods left unattended at the delivery location.

9. Returns, Replacements and Refunds

- a) Faulty Goods or incorrect deliveries should be reported to the Supplier within five (5) Business Days of receipt at the nominated delivery address.
- b) The Customer may be required to provide supporting evidence, including photos or videos, to substantiate any return claim.
- c) Upon notification of an issue, the Supplier will review and assess the claim within seven (7) Business Days and determine the appropriate resolution, which may include repair, replacement, credit, or refund at the Supplier's discretion.
- d) The Supplier will notify the Customer in writing of the outcome of the claim assessment.
- e) The Supplier will cover return shipping costs for Goods deemed faulty or incorrectly delivered.
- f) For a Customer change of mind, refunds, credits or exchanges may be offered at the Supplier's discretion, and all associated costs (including shipping) will be borne by the Customer.
- g) Returned Goods must be unused, in their original packaging, and include any protective materials supplied.
- h) The Supplier reserves the right to refuse a return if the Goods are damaged, altered, or otherwise not in a condition consistent with the Customer's notification.

10. Warranty, Liability and Exclusions

- a) The Supplier warrants that the Goods are free from manufacturing defects for 12 months from the date of sale, unless otherwise stated.
- b) Warranty remedies, at the Supplier's discretion, may include:
 - i. replacement of the Goods,
 - ii. repair of the Goods, or
 - iii. provision of an equivalent product.
- c) To the extent permitted by Australian Consumer Law, the Supplier shall not be liable for any loss or damage arising from:
 - i. misuse, improper adjustment, calibration, installation or operation of the Goods,
 - ii. inadequate or improper maintenance,
 - iii. use on public roads, or in competition, sport or racing, including but not limited to organised or informal competition events,
 - iv. modifications or alterations, or
 - v. exposure to harmful, corrosive or abrasive materials.
- d) Except as expressly set out in these Terms or required under applicable law, the Supplier makes no other warranties or representations, whether express, implied, statutory or otherwise, including (without limitation) any implied warranties of merchantable quality, fitness for a particular purpose, acceptable quality, or non-infringement.



Oz Bash Investments Pty Ltd trading as Aussie Powersports – Terms and Conditions

- e) Any Manufacturer warranties will apply in place of the Supplier's where they differ from these Terms.
- f) To the maximum extent permitted by law, the Supplier's liability is limited to the value of the Price paid for the Goods, and excludes any indirect, consequential or special losses or damages.
- g) Statutory guarantees under the Australian Consumer Law apply only to the extent they cannot be excluded by law. Where such guarantees apply, these Terms operate to limit the Supplier's liability to the maximum extent permitted.

11. Customer Acknowledgements

- a) The Supplier is a reseller of the Goods and is not the Manufacturer. The Customer acknowledges that all Manufacturer warranties apply as provided.
- b) The Goods are intended for off-road use only and are not designed or approved for use on public roads.
- c) The Customer accepts the terms of warranty and limitations as provided by both the Supplier and the Manufacturer.
- d) The Customer acknowledges and accepts that use of the Goods, including ATVs, UTVs, or SXS vehicles, carries an inherent risk of personal injury. The Customer agrees that:
 - i. They are solely responsible for ensuring all operators are adequately trained, supervised, and equipped with appropriate safety gear.
 - ii. The Supplier, its officers, employees, agents, and contractors are not liable for any injury, death, or harm arising from the use, operation, maintenance, or modification of the Goods, except to the extent such liability cannot be excluded by law.
 - iii. The Customer releases and indemnifies the Supplier from any claims, demands, damages, costs, or expenses arising from personal injury or death related to the Goods, except where such claims arise from the Supplier's gross negligence or wilful misconduct.
- e) Second-hand Goods may carry limited or no Supplier warranty. The Customer acknowledges any existing Manufacturer warranty may no longer apply.
- f) The Supplier is not responsible for incorrect fitting, installation, or modification of the Goods, or for any resulting damage to vehicles, property, or persons.
- g) The Customer must comply with all applicable laws, regulations, and Manufacturer guidelines concerning the operation, maintenance, and use of the Goods.
- h) Any use of the Goods outside the Supplier's or Manufacturer's guidelines voids any applicable warranty and releases the Supplier from liability.

12. Credit Account Terms

- a) Credit Accounts are subject to approval by the Supplier and these additional terms.
- b) The Supplier must apply for a Credit Accounts in the form and method stipulated by the Supplier. The Supplier may update or vary this process from time to time.
- c) The Credit Limit will be set at the discretion of the Supplier.
- d) Payment terms are strictly 30 days end of month (EOM) from the date of Invoice.
- e) If the Credit Limit is exceeded, the Credit Account may be placed On Hold. To continue trading on Credit Account terms, the account must always be under the approved Credit Limit.
- f) Overdue Accounts:
 - i. May incur interest on the overdue balance at a rate of 5.0% per annum, calculated daily and applied monthly.
 - ii. Interest accrues from the day the account becomes overdue until payment is received in full.
 - iii. The Supplier may suspend supply of Goods until all overdue amounts, including accrued interest, are paid.
 - iv. Interest is calculated daily and applied monthly but will not exceed the total outstanding balance.
 - v. The Customer remains liable for all reasonable costs incurred in the recovery of overdue amounts, including debt collection fees or legal costs.
- g) The Supplier may suspend or cancel a Credit Account at any time for non-payment or any breach of these Terms. In the event of an Event of Default or Insolvency, the Supplier may also demand immediate payment of all amounts owing under the Account.
- h) The Customer must promptly notify the Supplier of any disputes relating to Invoices, payments, or account charges, to allow resolution without affecting the Account's status.
- i) The Supplier may require security or guarantees for Credit Accounts.
- j) The Supplier may, at its sole discretion, require the Customer to complete a re-application or updated credit assessment process on an annual basis, or at any other time the Supplier reasonably considers necessary. The Customer agrees to provide all requested information promptly. Failure to complete the re-application or provide the requested information may result in suspension or cancellation of the Credit Account until the Supplier is satisfied with the updated assessment.

13. General

- a) This Agreement is governed by and must be construed in accordance with the laws of Queensland, Australia. The

- b) parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- b) Non-excludable statutory consumer guarantees under the Australian Consumer Law (ACL) apply. To the maximum extent permitted by law, all other warranties, conditions, and liabilities are excluded.
- c) If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, that provision will be severed, and the remainder of the Agreement will continue in full force and effect.
- d) Each party must keep all Confidential Information secure and not disclose or misuse it, except as required to perform obligations under this Agreement or as required by law.
- e) This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- f) Any delays or failures by a party to enforce any provision of this Agreement do not constitute a waiver of that provision or any other provision.
- g) Neither party is liable for delays or failures in performance due to a Force Majeure Event, as defined in Clause 1 m).

14. Disputes

- a) The parties must first attempt to resolve any dispute arising under or in connection with these Terms amicably through direct discussion.
- b) If the dispute cannot be resolved within twenty (20) Business Days, the parties agree to submit the dispute to mediation with a mutually agreed mediator.
- c) If mediation does not resolve the dispute, either party may refer the matter to arbitration in accordance with the rules of a recognised arbitration body or commence proceedings in a court of competent jurisdiction.
- d) Costs of mediation or arbitration will be borne equally by the parties, unless otherwise agreed

15. Acceptance of Terms

- a) By Ordering, accepting Delivery of, or using the Goods, the Customer acknowledges and agrees to be bound by these Terms.
- b) If the Customer does not accept these Terms, they must:
 - i. Notify the Supplier in writing on the day of Delivery or receipt of the Goods, and
 - ii. Return the Goods, undamaged and in original packaging, to the Supplier within ten (10) Business Days of delivery for a refund.
- c) Specially ordered, customised, or manufactured Goods may not be eligible for return or refund.