

## Parts & Service Usual Terms Of

## Trading And Conditions Of Supply:

- 1) These terms and conditions of sale hereon will apply to all sales and Contracts for supply of parts and accessory goods, services and repairs between the Supplier and a Customer, unless otherwise agreed by the Supplier in writing.  
**RECEIPT OF GOODS**
- 2) Goods are acknowledged as received in good order and condition and in accordance with the terms of sale. The Customers or their representatives' signature on an invoice or document for that purpose, or, collection of the goods or vehicle acknowledges this. It is further acknowledged by their signature, or, collection of the goods or vehicle, that the Customer has read or is aware of the terms and conditions hereon and agrees to be bound by them.  
**BINDING ARRANGEMENTS**
- 3) The provision of an order from the Customer or, the acceptance of delivery of goods to the Customer, his servants or agents or any carrier shall be deemed to be an acceptance of these conditions of sale by the Customer, notwithstanding any inconsistencies which may be introduced in the Customers order or acceptance unless expressly agreed to by the Supplier in writing.
- 4) A Contract for sale of goods pursuant to these terms shall be binding on the Supplier and the Customer if any of the following sub-clause events occur:
  - a) a written acceptance of an order is given by the Supplier;
  - b) the Supplier acts to procure goods not normally stocked by the Supplier in which case, the Customer further authorises:
    - i) Where the Customer does not return the vehicle to have the parts fitted within 60 days of ordering, or does not return the vehicle to have the parts fitted within 30 days of the parts being available to fit, (whichever is the longer period of time since ordering by the Supplier,) the Supplier may bill the full retail price of the parts to the Customer using the form of payment that the Customer has provided to pay for retail or fleet work on this Repair Order. This may be but is not restricted to a Credit Card, a Fleet Company Card or a 30 Day Account with the Supplier;
    - ii) This billing is authorised not notwithstanding whether the parts have been ordered for a Retail, Fleet, Warranty or Internal job type.
    - iii) The customer recognises that parts not normally stocked by the Supplier are non-returnable by the Supplier when specially procured for a Customer and the Customer therefore guarantees and indemnifies payment for the parts herein;
    - iv) The verbal approval of the Customer or their representative for procurement supported by the Suppliers notations will be sufficient to be binding approval for that procurement;
    - c) Goods are supplied by the Supplier in accordance with a Customers verbal or written order;
    - d) The Supplier delivers goods to the Customer, his servants, agents, or any carrier;
    - e) The Customer or his agent presents a vehicle for supply of parts and accessory goods, services and repairs, in which case, the Customer further authorises:
      - i) The Supplier to supply the service and/or repair works and/or fitting parts and accessories documented on the Repair Order Document along with the necessary parts material and or sublet supplies and agree that this authorisation is in accordance with these Terms Of Trading and Conditions of Supply and, the terms and conditions of supply contained thereon;
      - ii) The work is to be carried out as soon as the Supplier conveniently can;
      - iii) The work includes the repairs listed, also any work considered essential thereto;
      - iv) The Customer hereby grants the Supplier and his servants and contractors permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection;
      - v) The verbal approval of the Customer or their representative for further additional work supported by the Suppliers notations will be sufficient to be binding approval for that extra work; The vehicle its accessories and contents are at the Customers risk entirely whether theft or loss thereof or damage thereto arises from fire, flood, inundation, any want of the care on the part of the Supplier or his servants or contractors or from any cause whatsoever.
  - 5) These terms and conditions shall bind the Customer in his own right, his executors and administrators.  
**PRICE**
  - 6) Unless expressly agreed in writing, the price of the goods shall be that price charged by the Supplier at the date of delivery including the amount charged for any excise, sales tax, GST or other tax or charge levied by any authority.
  - 7) Prices listed or referred to are ex-store and recommended only and there is no obligation to comply with the recommendations. Insurance, packing and delivery charges are additional or at Customers cost and responsibility.  
**DELAY**
  - 8) Any time quoted for delivery is an estimate only and the Supplier will not be held liable for failure to deliver or any delay arising from any cause whatsoever, including or caused by unavailability of parts or materials or delays in shipments of same by any entity. In any such instance, the Supplier shall be entitled to cancel the Contract by notice in writing to the Customer and the Customer shall not have any claim against the Supplier in respect of such cancellation. The Customer shall not be relieved of any obligation to accept or pay for goods because of any delay in delivery or dispatch. The Supplier reserves the right to deliver the goods by installment and goods delivered pursuant to each installment shall be deemed to be sold under a separate Contract.  
**OWNERSHIP**
  - 9) Legal and beneficial ownership of any goods delivered to the purchaser will only be transferred to the purchaser when the purchaser has met all moneys owing to the vendor on whatever basis. Until payment in full by the purchaser to the Supplier, The Customer has the right to sell the products and materials to third parties in the ordinary course of business; And,
    - a) In the event of payments becoming overdue or other default by the Customer, then without prejudice to any other rights which the Supplier has hereunder, the Supplier may recover and re-sell the products and goods;
    - b) The Supplier or its agents may enter the Customers premises for the purpose of recovering the said products and goods with a view to re-selling them;
    - c) Payment shall become immediately due upon commencement of proceedings in which the Customers solvency is involved;
    - d) If the goods are used to in the manufacture of other goods or objects are mixed or affixed to new products or become a constituent of other goods or objects, the Supplier will be given the ownership to the other goods as surety for full payment by the Customer;
    - e) If the products or goods are used in the manufacture of other goods or objects the Customer shall store the products or other goods so that they are clearly identified as the property of the Supplier and the Customer will keep the other goods or objects in his capacity as fiduciary owner;
    - f) The Supplier shall have right to claims the Customer may have against third parties emanating from the sales of the products or goods or other goods or objects into which they have been incorporated;
  - g) In the event of sales by the Customer, the Supplier shall have the right to trace the proceeds thereof.
  - h) The Customer understands the provisions of the Uncollected Goods Act 1967-73 and any amendments thereto.  
**RISK**
  - 10) When loss or damage occurs, claim immediately on Transport Company or Insurance Company. Before signing for or accepting parcels, examine for loss or damage.
  - 11) The Supplier shall have no liability in respect of a claim of short delivery or that goods or any portion of them are not in accordance with the Contract unless the claim is lodged in writing with the Supplier within seven (7) days from the date of delivery of the goods to the Customer.
  - 12) The Suppliers' responsibility and liability for risk of loss or damage with respect to the goods passes to the Customer on delivery of the goods to the Customer, his servants or agents or to any carrier.  
**CREDIT TERMS**
  - 13) Settlement Term: Strictly Cash or valid credit card prior to collection of the goods or vehicle unless arrangements made. Where Credit is provided, unless otherwise notified in writing, our terms are strictly nett 21 DAYS from the end of the month in which the goods are invoiced. Interest may be charged at the rate of ONE POINT FIVE PER CENTUM (1.5%) per month on such amounts, which remain unpaid at the expiration of the said 21-day period and will be calculated as and from the date of invoice to the date payment is received.
  - 14) Goods that are not usually stocked but have been ordered in the Customers name or request are subject to payment of Full Price on order.  
**RETURN OF GOODS**
  - 15) Returns of goods to the Supplier will not be accepted except by agreement in writing with the Supplier, in which case returns will be subject to:
    - a) Freight must be repaid before any credit will be considered. Invoice number and date must be quoted and substantiated.
    - b) Goods and Package must be undamaged.
    - c) For normal stock lines, UNDAMAGED and in saleable condition, returned with 7 days from date of invoice, full credit will be allowed.
    - e) For normal stock lines, UNDAMAGED and in saleable condition, returned within 8-24 days from date of invoice, a 20% handling charge will apply.
    - f) 25 days and over, no credit.
    - g) Items with a list of value of less than \$5.00 - NO CREDIT will be allowed.
    - h) Electrical goods and trims - NO CREDIT will be allowed.
    - i) Any item or items, which are not normal stock lines (V.O.R. or Specially procured items) - NO CREDIT will be allowed.
    - j) Any item or items, which have been fitted to a vehicle - NO CREDIT will be allowed.
  - 16) The Customer or his agents and assigns give consent:
    - a) for the Supplier to retain personal information and
    - b) for the Supplier to disclose information collected from the Customer or his agents and assigns to the Suppliers related companies and third party service providers (including those overseas) and
    - c) for the Supplier to disclose information collected from the Customer or his agents and assigns to the Suppliers Franchisers, their related companies and third party service providers (including those overseas).
    - d) for the above parties to use that information for providing information regarding products and services, Customer surveys, warranty, roadside assistance, product recalls, and other matters, relating to the parts, accessories, vehicle and the Customer.
  - 17) The Customer is or has been made aware of the Privacy Policy of the Supplier and the Franchisors of the Supplier.
  - 18) If the Customer or his agents and assigns do not consent to the use of information as in this clause, the Customer must write to the Privacy Coordinator, PO Box 1112, Cairns 4870.  
**GUARANTEE - Unless Otherwise stated**
  - 19a) Conditions warranties and other provisions which apply to or in respect of the Contract under or by virtue of the Competition and Consumer Act 2010, as amended, or any other enactment of Australia or the State of Queensland and which, by or under that enactment cannot be excluded from a Supply, are declared to apply to a Supply together with the rights and liabilities thereby created without restriction limit or modification notwithstanding any inconsistencies with these Terms and Conditions.
    - b) Subject to paragraph a) of this condition, no condition or warranties expressed or implied by law and no representations or statements are binding on the Supplier unless set out in a Supply.
    - 20) Subject to the manufacturers current published warranty terms and the Supplier's Franchise Agreement or Supply Arrangements for the manufacturer, where supplied by but not fitted by the Supplier, the Guarantee for manufacturing faults on all parts & accessories for is subject to the warranty conditions of the manufacturer.
    - 21) Any claim for fault is to be raised with the Supplier within seven days of the fault occurring by the Customer writing to the Supplier (either by post, facsimile or email) at the address detailed in clause 23 and specifically advising of the details of the fault that is being claimed. The Customer agrees that such claim is limited solely to, at the Suppliers discretion, the rectification free of cost of the faulty goods or, a refund to the extent of the goods claimed to be faulty as billed to the Customer on this Tax Invoice. No claim for loss consequential or otherwise being admissible. The customer further agrees that all expenses associated with the claim will be borne by the Customer and the Supplier will not be responsible for any such expenses in any way whatsoever.
    - 22) Unless otherwise stated:
      - a) the Guarantee on Workmanship of the Supplier for parts or accessories fitted is for 5,000km or 3 months whichever occurs first;
      - b) any claim for faulty workmanship is to be raised with the supplier within seven days of the fault occurring by the Customer writing to the Supplier (either by post, facsimile or email) at the address detailed in clause 23 and specifically advising of the details of the fault that is being claimed. The Customer agrees that such claim is limited solely to, at the Suppliers discretion, the rectification free of cost of the faulty work or, a refund to the extent of the work claimed to be faulty as billed to the Customer on the Tax Invoice issued from the Repair Order. No claim for any loss, consequential or otherwise being admissible. The Customer further agrees that all expenses associated with the claim will be borne by the Customer and the Supplier will not be responsible for any such expenses in any way whatsoever.
  - Where fitted by the Supplier, the Guarantee for manufacturing faults on all parts & accessories is according to the Manufacturers Terms for such faults, or, the Terms given to the Supplier by the Suppliers vendor;
  - d) The Guarantee on Workmanship DOES NOT APPLY to work carried out on vehicles that have traveled in excess of 100,000km or are older than 10 Years of age since build. No Guarantee or Warranty applies to these vehicles due to the possibility of problems generated or exacerbated by the age or distance traveled. All work on such vehicles is carried out ENTIRELY AT THE CUSTOMERS RISK.
  - 23) For clarity, the Supplier's details as referred to in clauses 21 and 22b. are as follows:  
Name: FR Ireland Pty Ltd ABN 21 009 983 126 Address: 227 Mulgrave Road (PO Box 1112) Cairns QLD 4870  
Telephone: 07 4052 3666  
Facsimile: 07 4052 3606  
Email: parts@irelands.com.au / service@irelands.com.au  
In this clause, "you" refers to the "Customer" and "our" refers to the "Supplier".
  - b) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.  
**NON-GENUINE PARTS, ACCESSORIES, PRODUCTS, ADDITIVES**
  - 25) Non-genuine parts, accessories products or additives are not supplied or approved by the manufacturer of the vehicle for use in your vehicle. As such, they are not covered by the vehicle manufacturer's warranties in respect of Parts and Accessories. The Customer is also made aware that use of non-genuine parts, accessories products or additives may affect the warranty provided by manufacturer of the vehicle, to the extent that the manufacturer considers that these nongenuine products and/or their installation may effect the specifications, performance or quality of the vehicle. The Customer indemnifies the Supplier for any loss that arises from the use of non-genuine products. Parts affected by this clause are shown as a parts make reference which is different to the make reference of the vehicle or, the part is pre-fixed 'MX'.  
**DISCLAIMER**
  - 26) The Supplier shall not be held responsible for any loss, damage or liability arising from the application or affixing (by adhesive or other means) by the Customer or any person, of any of the goods the subject of a Supply.
  - 27) The Suppliers liability (if any) in any respect of all claims under a Supply shall be limited to the value of the portion or item of the goods which is not in accordance with a Supply and the Supplier may, at their discretion, completely discharge its liability by replacing or proving a credit or refund for that portion or item.
  - 28) E&OE - Errors and omissions excepted.  
**SECURITY INTEREST**
  - 29) The Customer:
    - a) grants to the supplier a purchase money security interest (PMSI) as defined in the Personal Property Securities Act 2009 (Cth) (PPSA) in any goods or services supplied under this Contract and any proceeds of sale in any good(s) or services supplied under this Contract if the good(s) are delivered to the Customer before the full total delivered price under this Contract and all other consideration is paid cleared to the account of the Supplier to secure the payment of the purchase price of the good(s) or services supplied;
    - i) grants to the Supplier a security interest in the good(s) or services supplied and any proceeds of sale of the good(s) or services supplied to the extent necessary to secure any other obligations of the Customer to pay to the Supplier any monies owing to the Supplier which do not constitute all or part of the purchase price for the good(s) or services supplied;
    - ii) agrees, until title in the good(s) or services supplied passes (if it all) to the Customer in accordance with this Contract to keep the good(s) or services supplied free of any charge, lien or security interest (as defined in the PPSA) except as created under this contract; and agrees to not otherwise deal with the good(s) or services supplied in a way that will or may prejudice the rights of the Supplier under this Contract or the PPSA.
    - b) The Supplier reserves the right, and the Customer authorizes the Supplier, to register on the Personal Property Securities Register a financing statement under the PPSA to register a PMSI in respect of the good(s) or services supplied and/or any proceeds of sales of the good(s) or services supplied and/or to register a financing statement to register a security interest in the good(s) or services supplied and/or any proceeds of sale of the good(s) or services supplied. The Customer agrees it will do all things reasonably necessary to allow and assist the Supplier in registering or lodging any financing statement or a financing charge statement. To the maximum extent permitted by law, all costs incurred by the Supplier in registering or lodging a financing statement or a financing charge statement must be paid by the Customer to the Supplier on demand.
    - c) Without limiting the rights of the Supplier under this Contract of the PPSA or otherwise and to the maximum extent permitted by law, if the Customer has not paid any monies owing to the Supplier when due or complied with any of its obligations under this Contract, the Supplier may seize and dispose of or retain the good(s) or services supplied in this Contract (or seize any proceeds of sale of the good(s) or services supplied in this Contract) in order to satisfy any outstanding liability owed by the Customer to the Supplier even if the Supplier does not have priority over any other persons having a security interest in the good(s) or services supplied and/or the proceeds of sale of the good(s) or services supplied.
    - d) Without limiting the rights of the Supplier under this Contract or the PPSA or otherwise and to the maximum extent permitted by law, the Customer irrevocably grants to the Supplier and its employees, agents and contractors the right to enter any premises or property (without notice) and without being in any way liable to the Customer or any other person if the Supplier has cause to exercise any of its rights under the PPSA or under this Contract in respect of the good(s) or services supplied.
    - e) The Customer, to the maximum extent permitted by law, waives its rights under sections 95, 118, 121, 130, 132 and 135 of the PPSA and waives any right to receive a copy of any financing statement or verification statement that is or may be registered, issued or received at any time.