



# SLOANEUILT TRAILERS

Manufacturers of Aluminium Tipping Trailers and Truck Bodies

www.sloanebuilt.com.au  
info@sloanebuilt.com.au

*"Meeting Standards, Exceeding Expectations"*

Ph: 02 4647 4800  
Fax: 02 4647 4900

## SLOANEUILT TRAILERS TERMS AND CONDITIONS

### 1. INTERPRETATION

In this agreement:

Buyer means the person named as the buyer on the Tax Invoice or associated entities.

Delivery Date means the date of delivery as agreed between the Buyer and Sloanebuilt Trailers Pty Ltd (SBT) and set out on the Tax Invoice.

Goods means the goods SBT has agreed to supply to the Buyer as described on the Tax Invoice and the Specifications.

SBT means Sloanebuilt Trailers Pty Ltd ABN 76 874 463 447.

Dealer means an authorised representative of Sloanebuilt Trailers Pty Ltd as per Sloanebuilt Trailers Pty Ltd dealer network.

Purchase Price means the (tax inclusive) amount the Buyer must pay to SBT for the goods as set out on the Tax Invoice.

Specifications means the specifications of the Goods as described on the Tax Invoice.

Terms and Conditions means the terms and conditions of sale set out in this agreement and includes any additional terms and conditions agreed in writing between SBT and the Buyer.

### 2. PRICE/PAYMENT

2.1 The Buyer agrees to pay SBT the Purchase Price in accordance with the terms of payment.

2.2 Payment for the supplied goods will be made in cash, or by other forms acceptable to Sloanebuilt Trailers Pty Ltd upon or before delivery of goods.

2.3 The goods remain the sole property of Sloanebuilt Trailers Pty Ltd until full payment for the goods has been received, therefore all goods will remain on the company premises until this payment.

### 3. CANCELLATION OR DEFERRAL

3.1 Once an order is accepted by SBT, the Buyer is bound by the order, and will, at SBT's discretion, pay all costs, losses, charges and expenses incurred by SBT associate with any cancellation or deferral of the order by the Buyer, including, but not limited to SBT's costs of:

Purchasing the materials to manufacture the Goods;

Manufacturing the Goods;

Re-working the Goods in order to re-sell the Goods;

Selling the Goods at a lower price than the price in SBT's quote to the Buyer as set out on the Tax Invoice;

Disposing of the Goods; and

Any combination of these costs.

3.2 SBT will provide the Buyer with a Tax Invoice setting out the costs associated with the cancellation or deferral and the Buyer will pay the amount set out on the invoice.



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#### 4. CHANGES TO THE SPECIFICATIONS

- 4.1 The Buyer may request a change to the Specifications by submitting a request to SBT.
- 4.2 SBT will review the request and, if approved, will inform the Buyer of any changes to the Purchase Price, Delivery Date and/or Specifications of the Goods formally.

#### 5. DELIVERY

- 5.1 SBT will deliver the Goods in accordance with the delivery details set out on the Tax Invoice or as agreed with the Buyer. SBT is under no liability whatsoever if it does not deliver the Goods on the Delivery Date.
- 5.2 If the Buyer does not collect the Goods, or the Buyer does not provide SBT with forwarding instructions sufficient to enable it to deliver the Goods within 14 days of notification by SBT to the Buyer that they are ready for delivery (Deemed Delivery Date), the Buyer is deemed to have taken delivery of the Goods and any amount stated on the Tax Invoice to be due on the Delivery Date will be due on the Deemed Delivery Date. The Buyer will reimburse SBT for any storage charges for the Goods within 14 days of receiving an invoice from SBT.
- 5.3 The date of delivery is an estimate only. Sloanebuilt Trailers Pty Ltd will take all necessary steps to have the goods completed by this date, however no liability shall be attached to this company for any loss of work to the customer by reason failure by this company to deliver the goods by the specified date.

#### 6. TITLE

- 6.1 Title to the Goods will not pass to the Buyer until the Purchase Price is paid in full.
- 6.2 Until title to the Goods has passed to the Buyer in accordance with this clause, the Buyer holds the Goods as fiduciary bailee of SBT and the Buyer agrees to store the Goods separately so that the Goods are identifiable as SBT's property. The Buyer has the right to sell the Goods in the ordinary course of trade if the Buyer accounts to SBT for all payments, including payments by third parties, in accordance with the Buyers fiduciary relationship.
- 6.3 The risk of loss or damage to the Goods passes to the Buyer on delivery to, or collection by, the Buyer of the Goods.

#### 7. ACCEPTANCE

- 7.1 The Buyer must examine the Goods. Unless the Buyer gives written notice to SBT of any defects in the Goods or their failure to correspond with specifications within seven days of the Delivery Date, the Buyer is deemed to have accepted the Goods as being of merchantable quality, corresponding with Specifications and free of defects.
- 7.2 By acknowledgment of the order confirmation, you agree to these terms and conditions.



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## 8. EXCUSABLE DELAYS

8.1 SBT is not liable for any delay in or failure to comply with these Terms and Conditions where such delay or failure was due to any cause beyond SBT's reasonable control.

## 9. WARRANTY

9.1 Sloanebuilt Trailers Pty Ltd ABN 76 871 463 447 (the SBT) expressly warrants that Sloanebuilt Trailer's trailers and their component parts (the products) will be free from defects in material and workmanship for two (2) years from the date of delivery to the customer or the date of invoice to the customer, whichever is earlier (the warranty period).

9.2 Warranty work is to be performed by SBT at SBT premises or by an approved SBT repairer with formal authorisation by SBT.

9.3 This warranty shall only apply to the original buyer of the goods and will not be transferrable to any third party.

9.4 This warranty does not apply to proprietary items as tyres, brakes, rims, wheels, suspensions, tarps, hoists and similar equipment which is covered by individual manufacturers warranties.

9.5 This manufacturer warranty shall only apply during the Warranty period so long as the following conditions are met:

The products were manufactured by the SBT and were new at the date of delivery.

The products have been used in accordance with legal loading and speed limits, correctly coupled and operated in such a manner as may be prescribed by the SBT or if the SBT does not prescribe such condition then in such manner as is normal for such products;

The purchaser has submitted the products for testing and inspection during the warranty period in accordance with SBT's owner service policy dealing with adjustments and inspections.

No replacement part has been used in relation to the products other than one manufactured and supplied or approved by SBT;

The products have not been repaired, altered or modified in anyway whatsoever by person other than SBT or its authorized service representatives;

The products (or affected component parts) have been returned to SBT's authorised dealer for rectification or replacement within the warranty period (the cost of transportation of the products to and from the dealer shall be paid by the purchaser).

The products have been fully paid for; and

The products have been maintained and serviced in accordance with the owner service policy.

9.6 This manufacturer warranty shall not make SBT liable in any way for defects arising directly or indirectly from:

Accidents

Fair wear and tear of the products (for instance: tarps, tyres, rims, bumpers, body, paintwork)



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Incorrect, faulty or negligent operation or maintenance of the products including coating or cleaning of tarps, aluminium or steel work with any preparation not approved in writing by the SBT.

Misuse or other unsuitable operation of the products, including overloading.

Negligence or error in storing, maintaining or handling the products including the use of unsuitable cleaning agents.

Use of the products following discovery of a deficiency which has not been rectified.

Any cause not directly attributable to the SBT.

9.7 Except as provided in this manufacturer warranty, the SBT makes no express warranties in respect of the products. The SBT shall, in no circumstances, be liable for any damage, whether direct, indirect, special or consequential, arising in any way out of the use of or in relation to the products, whether as a result of the SBT's negligence or otherwise. This included loss of freight, loss of earning or loss of contracts.

9.8 Warranty for third party supplies is limited to their standard warranty terms and conditions.

## 10. WARRANTIES IMPLIED BY LAW

10.1 Neither this clause (6) nor clause (7) excludes or limits the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would:

Contravene that statute; or

Cause any part of this clause to be void.

SBT excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void.

## 11. LIMITATION OF LIABILITY

11.1 This clause operates to limit SBT's liability for a breach of:

The manufacturer warranty; or

An implied condition or warranty (to the extent permitted by law) to any one or more of the following as determined by SBT:

The replacement of the products or the supply of equivalent products; or

The repair of the products; or

The payment of the cost of replacing the products or of acquiring equivalent products; or

The payment of the cost of having the products repaired;

In the case of goods, to any one or more of the above as determined by the SBT.

11.2 Replaced parts become the property of the SBT. If parts are returned under this warranty the purchaser is not thereby entitled to make any deduction from remittances or current accounts without the SBT's consent.



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## 12. EXCLUSIONS AND LIMITATIONS

Any error or omission in any sales literature, quotation, invoice or other document or information issued by SBT is subject to correction without any liability on SBT's part.

This clause does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this clause to be void.

SBT excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (Non-excludable Condition).

## 13. ACCEPTANCE, RETURNS AND RESTOCKING FEE

13.1 The Buyer must examine the Goods. Unless the Buyer gives written notice to SBT of any defects in the Goods or their failure to correspond with specifications within seven (7) days of the Delivery Date, the Buyer is deemed to have accepted the Goods as being of merchantable quality, corresponding with Specifications and free of defects.

13.2 Sloanebuilt Trailers apply a 20% restocking fee of the invoiced item value (exclusive GST) will be applied to any returned goods.