



## **Pittsworth Fleet Maintenance Pty Ltd Terms & Conditions of Trade**

These Terms of Trade Apply to all Works Performed by Pittsworth Fleet Maintenance Pty Ltd and are Deemed to Apply on Commencement of Works or Delivery of any Vehicles, Trailers and Plant to PFM for Such Works to Pittsworth Fleet Maintenance Pty Ltd.

<b>1</b>	<b>Payments</b>
<b>1.1</b>	All invoices are strictly cash on delivery (COD) basis unless an account agreement form is returned & approved by Pittsworth Fleet Maintenance Pty Ltd.
<b>1.2</b>	Payment can be made:
<b>(a)</b>	Eftpos in the workshop.
<b>(b)</b>	EFT (direct transfer) to the account stated on your invoices by Pittsworth Fleet Maintenance Pty Ltd referencing the invoice number as reference & showing proof of payment.
<b>(c)</b>	Cash (Limited change is kept)
<b>2</b>	<b>Evidence of owing amount</b>
<b>2.1</b>	An Invoice will be either handed to the customer upon asset collection or emailed to the customers nominated email address at the earliest convenience
<b>2.2</b>	If previously agreed upon with Pittsworth Fleet Maintenance Pty Ltd to take the asset prior to payment received, the invoice is due no more than 24hours from time of receiving the invoice. (See section 3.1 on unpaid invoices)
<b>2.3</b>	Any amounts owing to Pittsworth Fleet Maintenance Pty Ltd will be advised weekly with current statements emailed to the customers nominated email address.
<b>3</b>	<b>Penalties on overdue payments</b>
<b>3.1</b>	Overdue payments shall, without prejudice to any other right or remedy:
<b>(a)</b>	Incur interest on the overdue invoice amount until paid at a rate of 2% daily calculated in advance on the day following the due date and re-accruing each day.
<b>(b)</b>	May be recovered together with all interest as a liquidated debt in any court or tribunal of competent jurisdiction without setoff and irrespective of any claim that the customer may have against Pittsworth Fleet Maintenance Pty Ltd for anything, or matter related to the goods or services supplied under this contract.
<b>4</b>	<b>Additional Solutions for Late Payment</b>
<b>4.1</b>	If the customer fails to make payment by the due date Pittsworth Fleet Maintenance Pty Ltd may, without prejudice to its other rights:
<b>(a)</b>	Suspend or cease any services, open works, and collections to the customer; and
<b>(b)</b>	allocate any payment made by the customer first towards interest and thereafter to the oldest debt.
<b>5</b>	<b>Passing of Risk and Title</b>
<b>5.1</b>	Title of parts purchased or supplied & fitted to assets passes to the customer upon the later passing of risk under clause 4 or the date of payment in full of the parts and/or services. Until titles pass Pittsworth Fleet Maintenance Pty Ltd shall be entitled to all such action as may be necessary to recover the parts including entry of the customers premises or physical recovery of those parts without restriction.
<b>6</b>	<b>Freight and Insurance</b>
<b>6.1</b>	Any freight charges will be passed onto the customer on their total owing.
<b>6.2</b>	If the customer requests parts to be dispatched by freight, then Pittsworth Fleet Maintenance Pty Ltd will organise the transport as agent for the customer. Delivery by Pittsworth Fleet Maintenance to the freight company will result in the risk passing to the customer under clause 5. With the effect that Pittsworth Fleet Maintenance Pty Ltd will not be responsible for loss or damage to the parts after possession passes to the carrier. Charges for freight are payable by the customer.

<b>6.3</b>	The customer may organise and pay for any insurance of the parts if it wishes. Pittsworth Fleet Maintenance Pty Ltd will not arrange insurance on the customers behalf. Charges for insurance are payable by the customer.
<b>7</b>	<b>Privacy</b>
<b>7.1</b>	Each party will comply with the <i>Privacy act 1988 (cth)</i> in relation to any personal information, as defined in that act, received from the other Party in the performance of the agreement.
<b>7.2</b>	With proof of identification the customer will have the right to request from Pittsworth Fleet Maintenance Pty Ltd a copy of any personal information of the customer Pittsworth Fleet Maintenance Pty Ltd holds as well as the correction, update, or destruction of such information. Pittsworth Fleet Maintenance Pty Ltd will comply with any request to destroy personal information of the customer except if holding of that information is required by law or otherwise.
<b>7.3</b>	The customer may make a privacy complaint by contacting Pittsworth Fleet Maintenance Pty Ltd in writing by email or notice, and Pittsworth Fleet Maintenance Pty Ltd will attempt to address and respond to any complaint as fast as possible taking into consideration the complexity and nature of the complaint.
<b>8</b>	<b>Intellectual property</b>
<b>8.1</b>	Pittsworth Fleet Maintenance Pty Ltd acknowledges that nothing in these terms or trade, transfers any ownership in any of the customers supplied parts, materials or intellectual property rights to Pittsworth Fleet Maintenance Pty Ltd.
<b>8.2</b>	The customer acknowledges that all intellectual property rights owned by Pittsworth Fleet Maintenance Pty Ltd before and after these terms of trade will remain sole property of Pittsworth Fleet Maintenance
<b>9</b>	<b>Refunds and Return Policies</b>
<b>9.1</b>	Please choose carefully. We do not give refunds for change of mind or for purchases of incorrect goods or service/repairs.
<b>9.2</b>	If we do accept a return of goods where you change your mind or purchase incorrect goods, then we may charge a restocking fee equivalent to 20% of incorrect goods sale price exclusive of GST. Acceptance of returns under this clause is at our discretion.
<b>9.3</b>	Where the goods contain faults, have been incorrectly described, incorrectly supplied, are different from a sample shown to you or do not do what the goods are supposed to do or wherever the Australian Consumer Law otherwise applies, you can choose to either accept a refund, exchange, or credit. You must provide receipt as proof of purchase to obtain refund, exchange, or credit.
<b>9.4</b>	No refund, exchange or credit will be considered unless the goods are in the original packaging and are undamaged, unused and returned to Pittsworth Fleet Maintenance Pty Ltd within 14 days of invoice or otherwise in accordance with the Australian Consumer Law.
<b>9.5</b>	Parts used in service & repairs, or a special order are not subject to refund, exchange or credit.
<b>9.6</b>	All returns via freight must be pre-paid prior to arrival to Pittsworth Fleet Maintenance Pty Ltd by customer, any freight charges included with purchase is not subject to refund.
<b>10</b>	<b>Warranty</b>
<b>10.1</b>	Installation warranty on third party components Faults must be reported to Pittsworth Fleet Maintenance Pty Ltd within 3 days of asset use via phone, email or in person (all reports will be followed up with an email report)
<b>10.2</b>	Any repairs, servicing items will be warranted by Pittsworth Fleet Maintenance Pty Ltd at inspection of the fault, If identified as poor workmanship or misconduct during installation.
<b>10.3</b>	All Manufacturers parts warranty are subject to the manufacturer's warranty terms and not Pittsworth Fleet Maintenance Pty Ltd.
<b>10.4</b>	Parts or Labour credits will be supplied on invoice terms should they be warranted under the Warranty Terms & Conditions.
<b>10.5</b>	Pittsworth Fleet Maintenance Pty Ltd take no responsibility for damage or loss during transportation.
<b>10.6</b>	Warranty claims will be processed only after inspection and approval by Pittsworth Fleet Maintenance Pty Ltd and/or supplier of said parts/goods to be defective in materials or workmanship. Any inspection and repair of service, repairs or parts not covered by warranty will be at customers expense and charged at the current hourly rate for repairs along with any additional costs to replace items necessary.
<b>10.7</b>	Faults must not be altered or tampered with in any way.
<b>10.8</b>	Failure of purchased parts, service or repairs due to misuse, improper installation/fitting by others not arranged by Pittsworth Fleet Maintenance Pty Ltd, negligence or repair by others not arranged by Pittsworth Fleet Maintenance Pty Ltd will be void of warranty.
<b>10.9</b>	At no time will Pittsworth Fleet Maintenance Pty Ltd take responsibility for any warranty claims due to supplied manufactured parts, machinery or equipment by a third party unless due to installation error. All damage and warranty claims will not be accepted by Pittsworth Fleet Maintenance Pty Ltd unless the conditions set out in clauses 10 are adhered to.

<b>11</b>	<b>Force Majeure</b>
<b>11.1</b>	Despite any other provision of these terms and condition, if and to the extent Pittsworth Fleet Maintenance Pty Ltd performance of any obligations under the terms and conditions are prevented or affected to any act of god, strikes, lockout, trade or workplace relations disputes, fire, breakdown, interruption of transport, governmental action or any other event or cause beyond Pittsworth Fleet Maintenance Pty Ltd's reasonable control (Force Majeure Event) Pittsworth Fleet Maintenance Pty Ltd will not be required to perform its obligations under these terms and conditions to the extent they are affected by the Force Majeure Event until the Force Majeure Event has ceased.
<b>11.2</b>	Pittsworth Fleet Maintenance Pty Ltd will contact the customer in the event of any occurrence of a Force Majeure Event and the expected impacts performance of these terms and conditions as soon as reasonably practicable.
<b>12</b>	<b>Governing Law</b>
<b>12.1</b>	These Terms & Conditions are governed by the laws of the State of Queensland in which the supply of good and/or services are made, and the parties agree to the universal jurisdiction of the courts of the appropriate jurisdiction and any court hearing appeals from these courts.
<b>13</b>	<b>Waiver</b>
<b>13.1</b>	Other than the Warranty expressed by Clause 10, Pittsworth Fleet Maintenance Pty Ltd accepts No Risks or Liability for damage of any sort, including weather perils, for any vehicles, trailers, or plant of any description left with or on the premises of Pittsworth Fleet Maintenance Pty Ltd for any reason.
<b>13.2</b>	The failure by either party to exercise any of its rights under these terms and conditions is not a waiver of that right, unless such a waiver is presented in writing, in which case it is to be interpreted restrictively.
<b>13.3</b>	In writing must be send via Email, sent & received on a business day or in the form of letter via post allowing reasonable time to be received.
<b>14</b>	<b>Terms of Trade Amendments</b>
<b>14.1</b>	Pittsworth Fleet Maintenance Pty Ltd may vary these terms of trade from time to time and notice of the terms varied will be made available to all interested parties. Pittsworth Fleet Maintenance Pty Ltd will send notice via email & in office notices 14 days prior to amendments taking affect.
<b>14.2</b>	If the customer does not agree to the amendments made by Pittsworth Fleet Maintenance Pty Ltd in accordance with clause 14.1 the customer may terminate these terms of trade by giving notice in writing no later than one (1) week prior to amendments taking effect of their intention to terminate terms of trade on current service or repairs either in progress or booked with Pittsworth Fleet Maintenance Pty Ltd.
<b>14.3</b>	Should the customer terminate these terms of trade in accordance with clause 11.1 and meets terms of clause 11.2 The customer agrees to purchase <ul style="list-style-type: none"> <li>(a) All parts/goods which have been provided up to the effective date of termination including all delivery costs;</li> <li>(b) All parts/goods ordered but not yet delivered as at the effective date of termination;</li> <li>(c) All labour, services or repair costs (either finished or unfinished, delivered or not) which has been previously started by Pittsworth Fleet Maintenance in accordance with any specifications previously arranged by the customer at its option, the customer will: <ul style="list-style-type: none"> <li>(i) request in writing for such service/repairs to be completed and to purchase the parts/goods, labour &amp; other costs to complete service/repairs at the original price. The customer agrees the asset may be delivered to the customer after the effective date of termination; or</li> <li>(ii) request in writing for such service/repairs to be left unfinished, however in doing so the customer agrees to reimburse Pittsworth Fleet Maintenance for any costs and expenses in relation to the unfinished job including, but not limited to, manufactures raw materials, parts, labour cost and expenses.</li> </ul> </li> </ul>