



Last review date 23 November 2023

## Terms and Conditions of Sale

### 1. Application of Terms and Conditions:

- 1.1 The party purchasing (the Offeree) and the party selling (the Offeror) are identified by the relevant quotation and/or contract of sale and the details provided therein.
- 1.2 By signing this agreement, or by supplying a Purchase Order which references this agreement, the Offeree agrees to the conditions of sale herein.
- 1.3 Orders are accepted subject to the conditions of sale as herein provided. Any variation of these conditions is inapplicable unless accepted in writing by the Offeror.

### 2. Law Applicable:

- 2.1 This agreement is governed in all respects by the laws of the state of New South Wales and the parties agree to submit to that jurisdiction in respect to the terms herein.

### 3. Pricing, Taxes and Duties:

- 3.1 Pricing is subject to the ongoing availability of the items quoted. In the event of the quoted goods being unavailable, the Offeror reserves the right to withdraw and/or reissue this quote accordingly.
- 3.2 Pricing is subject to USD/AUD fluctuation. In the event of an exchange rate movement of 3.5% or more the Offeror reserves the right to withdraw and/or reissue.
- 3.3 Pricing is subject to the quantities quoted and the Offeror reserves the right to adjust the Unit Price accordingly if a change to quantity is requested by the Offeree.
- 3.4 Quoted CTP, stamp duty and registration may be subject to variation and the final tax invoice will reflect actual costs at the time of registration.
- 3.5 All goods and services are quoted exclusive of GST and any other duties and taxes unless specifically listed.
- 3.6 Where applicable, all taxes and other duties payable upon the production and/or delivery of the goods shall be added to the price and shall be paid by the Offeree.

### 4. Condition of Goods and Warranty:

- 4.1 All goods are supplied in the stated condition (Condition of Goods) and are covered by the stated warranty (the Warranty). All goods are guaranteed by the Offeror to be genuine, original product from the stated manufacturer.

### 5. Delivery Commitments:

- 5.1 Delivery commitments are entered into in good faith but are not guaranteed, and the Offeror shall not be liable for any loss or damage occasioned by failure to deliver on the specified date howsoever caused. Nor shall failure be deemed to be a breach of the Contract, or any of its conditions, or part thereof.

### 6. Force Majeure:

- 6.1 The Offeror will endeavour to give delivery at the rate or within the time specified in the Contract, notwithstanding

anything to the contrary expressed or implied in this Contract. The Offeror shall not be liable for any loss or damage which may be sustained by the Offeree through failure on the part of the Offeror to deliver at the rate or within the time specified in this Contract, for any loss or damage incurred by reason of an act of God, war, riots, fires, strikes, lockouts, cessation of labour, civil disputes, trade disputes, breakdowns, accidents of any kind, epidemics, pandemics or any other cause whatsoever beyond the control of the Offeror whether like these aforesaid or not. The Offeror shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to such failure. The time of any such suspension will be added to the time of original Contract (including without prejudice to the generality of the foregoing, any inability to obtain the necessary import or export licenses or consents of any governmental or other authority).

### 7. Cancellation of Orders:

- 7.1 Cancellation of an order, in whole or part cannot be accepted without the Offeror's consent in writing which shall only be given on a full indemnity provided by the Offeree to the Offeror.

### 8. Privacy & Personal Information:

- 8.1 The Offeror is committed to ensuring that privacy is maintained at all times. VDI complies with the Australian Privacy Principles contained in the Privacy Act 1988 ('Privacy Act'). A copy of the Australian Privacy Principles may be obtained from the website of the Office of the Federal Privacy Commissioner at <https://www.oaic.gov.au/>.

- 8.2 Personal information includes but is not limited to name, address, email and phone numbers. This information is used solely internally for the purpose of gauging and delivering Warranty, Service Bulletins and Customer satisfaction.

### 9. Terms of Payment:

- 9.1 Unless agreed otherwise in writing, a 10% deposit is required on order confirmation and the balance is due and payable on before delivery.
- 9.2 The Offeree agrees to pay the full amount of such invoices, without dispute or set-off and regardless of any short-coming or delay in the services being provided by the Offeror.

### 10. Errata:

- 10.1 Any errors and omissions made in the preparation of this sales quotation are excluded. If errors or omissions are made the Offeror reserves the right to reissue this quotation.

### 11. Validity:

- 11.1 This offer is valid for acceptance for 30 days from quotation date unless specified otherwise. The offeror has the right to change, adjust, cancel, or extend the offer beyond the quote validity period if the quotation is not accepted within.

## Vehicle Dealers International Pty Ltd

ABN: 50 611 179 447

<b>NSW</b> Yutong Bus Centre Sydney 231 Kurrajong Road PRESTONS NSW 2170 P: 1800 YUTONG (1800 988 664) E: <a href="mailto:nswsales@vdi australia.com.au">nswsales@vdi australia.com.au</a> ABN: 96 662 410 022	<b>NORTH QLD &amp; NT</b> Yutong Bus Centre Cairns 278 Hartley Street BUNGALOW QLD 4870 P: 1800 YUTONG (1800 988 664) E: <a href="mailto:nthqldsales@vdi australia.com.au">nthqldsales@vdi australia.com.au</a> ABN: 84 109 594 520	<b>SOUTH EAST QLD</b> Yutong Bus Centre Brisbane 60 Eagleview Place Eagle Farm QLD 4009 P: 1800 YUTONG (1800 988 664) E: <a href="mailto:qldsales@vdi australia.com.au">qldsales@vdi australia.com.au</a> ABN: 84 109 594 520	<b>VIC, SA &amp; TAS</b> Yutong Bus Centre Melbourne 24 Grasslands Avenue CRAIGIEBURN VIC 3064 P: 1800 YUTONG (1800 988 664) E: <a href="mailto:vic sales@vdi australia.com.au">vic sales@vdi australia.com.au</a> ABN: 96 662 410 022	<b>WA</b> Yutong Bus Centre WA 153 Abernethy Road BELMONT WA 6104 P: 1800 YUTONG (1800 988 664) E: <a href="mailto:gm@ybcwa.com.au">gm@ybcwa.com.au</a> ABN: 73 664 500 609
--	---	---	--	---