



## Terms and Conditions of Trade – Commercial WA

These Terms and Conditions apply to all Goods and/or Services supplied to the Customer by Bull Motor Bodies and include any schedules, annexures or addendums to these Terms and Conditions.

### 1. Quotes for Goods, Services and Delivery Costs

1.1 The parties agree and acknowledge that:

- (a) unless otherwise stated in the Quote, the Price is exclusive of GST.
- (b) Quotes are only valid for 30 days after the date of the Quote;
- (c) a Quote shall not be construed as an offer by, or obligation on, Bull Motor Bodies to supply Goods and/or Services in accordance with the Quote. Bull Motor Bodies reserves the right to accept or reject, at its discretion, any offer to purchase Goods and/or Services received by it from a Customer; and
- (d) any courier service or freight carrier cost for delivery of the Goods, and/or the Customer's vehicle/s to which the Goods will be fitted or installed, to the Customer specified by Bull Motor Bodies in the Quote:
  - (i) is an estimate only;
  - (ii) that courier services or freight carriers may increase their delivery costs after the date of the Quote; and
  - (iii) the Customer is responsible for paying the actual delivery cost of the courier service or freight carrier applicable at the time the Goods and/or vehicles are ready to be dispatched to the Customer (if applicable).

### 2. Placing Orders

- 2.1 To submit an order to Bull Motor Bodies, the Customer must provide a Purchase Order relating to a Quote (which must not be more than 30 days old) to Bull Motor Bodies by email sent to [sales@bullmotorbodies.com.au](mailto:sales@bullmotorbodies.com.au).
- 2.2 The Customer must not issue a Purchase Order to Bull Motor Bodies in relation to a Quote which is dated more than 30 days after the date of the Quote, and Bull Motor Bodies reserves the right to accept, or reject, any Purchase Order received from the Customer in relation to a Quote dated more than 30 days after the date of the Quote.
- 2.3 By issuing a Purchase Order to Bull Motor Bodies, the Customer agrees and warrants to Bull Motor Bodies that the Customer has read, understands, and accepts these Terms and Conditions together with the specifications for any Goods and/or Services specified in the related Quote.
- 2.4 When Bull Motor Bodies provides the Customer with written acceptance of the Customer's Purchase Order (**Acceptance**), the parties will be bound by the Agreement.

### 3. Form of Agreement

- 3.1 Subject to clause 3.3, the agreement between Bull Motor Bodies and the Customer consists of:
  - (a) the Quote;
  - (b) these Terms and Conditions; and
  - (c) the Purchase Order,which collectively form a single document (**Agreement**).
- 3.2 If there are any inconsistencies between the documents referred to in clause 3.1, these documents will prevail in the order listed in clause 3.1.
- 3.3 For the avoidance of doubt no terms or conditions of the Customer, including any terms or conditions printed on or referred to in the Customer's Purchase Order, will be binding on Bull Motor Bodies or have any legal effect unless expressly agreed to in writing by Bull Motor Bodies.

### 4. Provision of Goods and/or Services

- 4.1 Following Acceptance, Bull Motor Bodies will provide the Customer with the Goods and/or Services specified in the Order.
- 4.2 In providing the Good and/or Services, Bull Motor Bodies shall exercise all reasonable skill, care and diligence.

### 5. Delivery Timeframe Estimates

- 5.1 Any timeframes quoted by Bull Motor Bodies for delivery of the Goods and/or Services are estimates only.
- 5.2 Bull Motor Bodies will use its reasonable endeavors to supply the Goods and/or Services within the estimated timeframe.
- 5.3 If Bull Motor Bodies becomes aware that the estimated timeframe for delivery of the Goods and/or Services has or will change, Bull Motor Bodies will advise the Customer of the updated estimated delivery timeframe.

### 6. Variation of Order by Customer

- 6.1 If the Customer wishes to vary an Order the Customer must, within 30 days after the date of Acceptance, provide a written request to Bull Motor Bodies by email sent to [sales@bullmotorbodies.com.au](mailto:sales@bullmotorbodies.com.au) setting out the Customer's desired variation to the Order (**Customer's Variation Request**).
- 6.2 On receipt of the Customer's Variation Request, Bull Motor Bodies shall advise the Customer in writing:
  - (a) whether or not Bull Motor Bodies is able (acting reasonably) to vary the Order in accordance with the Customer's Variation Request;

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- (b) the increase or decrease in the price of the Goods and/or Services as a result of the Customer's Variation Request; and
  - (c) any change to the estimated delivery date of the Order if the Order is varied in accordance with the Customer's Variation Request.
- 6.3 If after having received the information referred to in clause 6.2 from Bull Motor Bodies, the Customer wishes to proceed with varying the Order in accordance with the Customer's Variation Request, the Customer must provide written notice of the same to Bull Motor Bodies within 14 days after having received the information referred to in clause 6.2 from Bull Motor Bodies.
- 6.4 If Bull Motor Bodies receives the Customer's written notice to proceed with varying the Order in accordance with the Customer's Variation Request in accordance with clause 6.3 then the:
- (a) the Goods and/or Services to be provided under the Order and the Agreement are varied in accordance with the Customer's Variation Request;
  - (b) the Price of the Order is varied to the price that Bull Motor Bodies advised the Customer in writing pursuant to clause 6.2(b); and
  - (c) the estimated delivery date of the Order is varied to the estimated delivery date of the Order that Bull Motor Bodies advised the Customer in writing pursuant to clause 6.2(c).
- 6.5 If Bull Motor Bodies does not receive the Customer's written notice to proceed with varying the Order in accordance with the Customer's Variation Request within the timeframe referred to in clause 6.3, then the existing Agreement and the Order are not varied and shall continue in full force and effect.
- 6.6 The Customer agrees and acknowledges that Bull Motor Bodies may, at its discretion (acting reasonably), refuse the Customer's Variation Request in whole or in part.
7. **Acknowledgements Regarding Variations of Order or Price by Bull Motor Bodies**
- 7.1 The parties agree and acknowledge that it may be necessary for Bull Motor Bodies to vary the Price and/or the Goods and/or Services comprised in the Order due to:
- (a) the discontinuance, recall, or lack of availability, of the Goods;
  - (b) additional goods and/or services being required due to any latent or unforeseen circumstances or difficulties which are only discovered once the Services have commenced;
  - (c) an increase or decrease in the price of the Goods or the cost of materials used to manufacture a Bull Motor Bodies Product;
  - (d) an increase in the price of any part of the Services to be carried out by a sub-contractor of Bull Motor Bodies; or
  - (e) an increase in exchange rates or the imposition of any duties, levies, or taxes imposed by the government.
8. **Variation of Price by Bull Motor Bodies**
- 8.1 If Bull Motor Bodies wishes to vary the Price of any Goods and/or Services comprised in an Order (for example where the cost of a Third Party Product, or service to be provided by a subcontractor, has increased), Bull Motor Bodies must provide written notice to the Customer setting out the variation to the Price of the Goods and/or Services comprised in the Order (**Bull's Price Variation**);
- 8.2 The Customer may, within 14 days after having received written notice of Bull's Price Variation from Bull Motor Bodies in accordance with clause 8.1, cancel the Order and terminate the Agreement by giving written notice to Bull Motor Bodies.
- 8.3 If the Customer cancels the Order and terminates the Agreement in accordance with clause 8.2, then Bull Motor Bodies is entitled to invoice the Customer for, and the Customer must pay to Bull Motor Bodies, the price of any Goods and/or Services partially supplied to the Customer up to and including the date of cancellation of the Order and termination of the Agreement.
- 8.4 If the Customer does not cancel the Order and terminate the Agreement in accordance with clause 8.2, then the Price of the Goods and/or Services to be provided under the Order and the Agreement are varied in accordance with Bull's Price Variation.
9. **Variation of Goods and/or Services by Bull Motor Bodies**
- 9.1 If Bull Motor Bodies wishes to vary the Goods and/or Services comprised in the Order (for example where a Third Party Product has been discontinued or is out of stock, and Bull Motor Bodies proposes to supply an alternative Third Party Product), Bull Motor Bodies must provide a written notice to the Customer setting out:
- (a) Bull Motor Bodies' desired variation to the Goods and/or Services comprised in the Order;
  - (b) any increase or decrease to the Price applicable to the varied Goods and/or Services; and
  - (c) any change to the estimated delivery date of the Order if the Order is varied in accordance with the Bull's Variation Request,
- (**Bull's Variation Request**).
- 9.2 The Customer must, within 14 days after having received the information referred to in clause 9.1 from Bull Motor Bodies, advise Bull Motor Bodies in

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- writing whether or not the Customer consents to vary the Goods and/or Services comprised in the Order, in accordance with Bull's Variation Request.
- 9.3 If the Customer notifies Bull Motor Bodies pursuant to clause 9.2 that the Customer consents to vary the Order in accordance with Bull's Variation Request, then the:
- (a) Goods and/or Services to be provided under the Order and the Agreement;
  - (b) the Price of the Order; and
  - (c) the estimated delivery date of the Order,
- are varied in accordance with Bull's Variation Request.
- 9.4 If:
- (a) the Customer notifies Bull Motor Bodies pursuant to clause 9.2 that the Customer does not consent to vary the Order in accordance with Bull's Variation Request; or
  - (b) Bull Motor Bodies does not receive the Customer's written notification within the timeframe referred to in clause 9.2,
- then either party may cancel the Order and terminate the Agreement by providing notice in writing to the other party.
- 9.5 Bull Motor Bodies is entitled to invoice the Customer for, and the Customer must pay to Bull Motor Bodies, the price of any Goods and/or Services partially supplied to the Customer up to and including the date of cancellation of the Order and termination of the Agreement.
10. **Collection, Delivery, and Insurance Costs**
- 10.1 The Customer warrants and represents to Bull Motor Bodies that the Customer shall, at its cost, take out and maintain comprehensive vehicle insurance against (including but not limited to) theft, loss, damage, or breakage in relation to the Customer's vehicle/s for the duration of time that the Customer's vehicle/s are at Bull Motor Bodies' premises, and until such time that the Customer receives physical possession of the Customer's vehicle/s following completion or cancellation of the Order.
- 10.2 The Customer is responsible for collection of the Goods, and the Customer's vehicle/s to which any Goods have been fitted or installed, from Bull Motor Bodies premises, or delivery of the same to the Customer.
- 10.3 If the Customer requests that Bull Motor Bodies post the Goods to the Customer,
- (a) Bull Motor Bodies will arrange for the Goods to be posted to the Customer at the postal address specified by the Customer in writing to Bull Motor Bodies; and
  - (b) the Customer must pay the cost of the postage specified by Bull Motor Bodies in the Quote.
- 10.4 If the Customer requests that Bull Motor Bodies deliver the Goods and/or the Customer's vehicle/s to which the Goods have been fitted or installed, to the Customer by courier service or freight carrier then, once the Goods, and/or the Customer's vehicle/s to which the Goods have been fitted or installed, are ready to be dispatched to the Customer:
- (a) Bull Motor Bodies will provide to the Customer in writing, a quote for the current courier service or freight carrier cost; and
  - (b) the Customer must, within seven (7) days after receiving the written quote from Bull Motor Bodies pursuant to clause 10.4(a), notify Bull Motor Bodies in writing whether or not the Customer consents to the courier service or freight carrier cost notified to the Customer by Bull Motor Bodies pursuant to clause 10.4(a).
- 10.5 If the Customer notifies Bull Motor Bodies in writing that it consents to the courier service or freight carrier cost in accordance with clause 10.4(b), then:
- (a) Bull Motor Bodies will arrange, on the Customer's behalf, for the Goods and/or the Customer's vehicle/s to which the Goods have been fitted or installed, to be delivered to the Customer by courier service or freight carrier at the address specified by the Customer in writing to Bull Motor Bodies; and
  - (b) the Customer must pay the cost of the courier service or freight carrier cost provided to the Customer by Bull Motor Bodies in accordance with clause 10.4(a).
- 10.6 If the Customer notifies Bull Motor Bodies in writing that it does not consent to the courier service or freight carrier cost in accordance with clause 10.4(b), or fails to notify Bull Motor Bodies in accordance with the time limit specified in clause 10.4(b), then the Customer must promptly arrange for collection of the Goods, and the Customer's vehicle/s to which any Goods have been fitted or installed, from Bull Motor Bodies premises, or delivery of the same to the Customer.
- 10.7 The Customer is responsible for insuring the Goods against damage or breakage during the time that the postal service, courier service, or freight carrier (as applicable) is transporting the Goods and/or the Customer's vehicle/s to which the Goods have been fitted or installed, to the Customer. If requested by the Customer, Bull Motor Bodies will arrange this insurance on the Customer's behalf and the Customer must pay the cost of this insurance.
- 10.8 Bull Motor Bodies will not be liable to the Customer in any manner whatsoever for delivery delays, or non-delivery, of the Goods and/or the Customer's vehicle/s to which the Goods have been fitted or installed by the postal service, courier service or freight carrier.



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**11. Payment**

11.1 Once Bull Motor Bodies has completed the Services and/or the Goods are available for collection by, or dispatch to, the Customer, Bull Motor Bodies shall provide the Customer with a Tax Invoice for the Price together with any postal, courier, freight, or insurance costs (if applicable) due pursuant to clause 10.

11.2 The Customer must pay the full amount of the Tax Invoice to Bull Motor Bodies, without set-off or deduction, in accordance with the Credit Terms.

**12. Suspension**

12.1 If:

- (a) the Customer is in default under the Credit Terms; or
- (b) payment of the Tax Invoice provided to the Customer in accordance with clause 11.1 will cause the Customer to exceed the credit limit set out in the Customer's Credit Terms,

Bull Motor Bodies may, at its discretion, suspend delivery of the Goods, and the Customer's vehicle/s to which any Goods have been fitted or installed, by giving written notice of the same to the Customer.

12.2 Bull Motor Bodies will resume delivery of the Goods, and the Customer's vehicle/s to which any Goods have been fitted or installed, once:

- (a) the Customer is no longer in default under the Credit Terms; or
- (b) payment of the Tax Invoice provided to the Customer in accordance with clause 11.1 will not cause the Customer to exceed the credit limit set out in the Customer's Credit Terms.

**13. Delivery and Risk**

13.1 Delivery and risk in the Goods, passes from Bull Motor Bodies to the Customer, at the time that Bull Motor Bodies provides physical possession of the Goods, and/or the Customer's vehicle/s to which any Goods have been fitted or installed, to:

- (a) the Customer; or
- (b) the postal service, courier service, or freight carrier, transporting the Goods, and/or the Customer's vehicle/s to which any Goods have been fitted or installed, to the Customer,

as applicable, whichever is the earlier.

**14. Title**

14.1 Legal and beneficial ownership in the Goods passes to the Customer at the time that:

- (a) Bull Motor Bodies provides physical possession of the Goods, and/or the Customer's vehicle/s to which any Goods have been fitted or installed, to:

- (i) the Customer; or

- (ii) the postal service, courier service, or freight carrier, transporting the Goods to the Customer; or

- (b) when Bull Motor Bodies receives full payment of the Tax Invoice issued to the Customer by Bull Motor Bodies pursuant to clause 11.1, as applicable, whichever is the later.

**15. Inspection**

15.1 The Buyer must inspect the Goods and/or Services immediately following delivery or completion of the Goods and/or Services (as applicable).

15.2 Subject to clauses 21 and 22, any claim that the Goods and/or Services are not in accordance with the Agreement must be provided to Bull Motor Bodies in writing within 14 days (or otherwise agreed) after the Date of Purchase.

15.3 If the Customer fails to provide Bull Motor Bodies with a written claim within the timeframe referred to in clause 15.2 then, to the extent permitted by law, the Goods and/or Services are deemed to have been accepted by the Customer.

**16. Customer Acknowledgements Concerning Goods and/or Services**

16.1 The Customer agrees and acknowledges that:

- (a) sizes and weight of Goods detailed in Product Information are approximate only and there may be minor differences in the size and weight of Goods supplied to the Customer;
- (b) any paint finishes selected by the Customer and specified in the Quote may be applied to the Goods before Bull Motor Bodies receives the Customer's vehicle in order to speed up delivery and completion of the Order. Vehicle manufacturers may vary the actual colour applied to Goods by several shades while identifying it as the same paint code. In this regard, Bull Motor Bodies shall not be responsible for variations in the shade between the 'standard' colour applied by Bull Motor Bodies and the variant of the colour applied by the vehicle manufacturer;
- (c) mudguards will be fitted in accordance with, and to suit the size of, the tyres installed on the Customer's vehicle at the time of installing the mudguards. The Customer must notify Bull Motor Bodies at the time the Customer requests a Quote from Bull Motor Bodies, if the Customer requires Bull Motor Bodies to supply and install mudguards suitable for larger tyres than those installed on the Customer's vehicle at the time Bull Motor Bodies installs the mudguards;
- (d) in installing the Goods to the Customer's vehicle in accordance with the Order, Bull Motor Bodies may be required to remove the

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existing tray or well body from the Customer's vehicle which may result in damage to the Customer's tray or well body, despite Bull Motor Bodies exercising all reasonable care. Bull Motor Bodies is not liable to the Customer for any damage to the Customer's tray or well body caused by Bull Motor Bodies removing the tray or well body from the Customer's vehicle in order to install the Goods to the Customer's vehicle in accordance with the Order; and

- (e) Bull Motor Bodies does not recommend using high-flow diesel transfer pumps, because they may cause back-flow issues which may damage the Goods.

**17. Collection of Customer's Vehicle Parts**

17.1 The Customer agrees and acknowledges that the Customer must collect the Customer's tray, well body, and/or any other parts removed from the Customer's vehicle in the process of Bull Motor Bodies completing the Services, from Bull Motor Bodies premises within 14 days after the date that Bull Motor Bodies provides the Customer with a Tax Invoice in accordance with clause 11.1.

17.2 If the Customer fails to remove these items from Bull Motor Bodies premises within the timeframe referred to in clause 17.1, then:

- (a) the Customer assigns all right, title and interest in the items to Bull Motor Bodies;
- (b) Bull Motor Bodies shall be entitled to remove these items from its premises; and
- (c) Bull Motor Bodies is not liable to the Customer in relation to these items.

**18. Cancellation of Order and Termination Without Cause**

18.1 Subject to clause 18.2, either party may cancel an Order and terminate the Agreement without cause by providing written notice of the same to the other party within 30 days after the date of Acceptance.

18.2 Neither party may cancel the Order and terminate the Agreement if:

- (a) Bull Motor Bodies has informed the Customer that the Services (if applicable) are complete, and the Goods are available for collection or dispatch to the Customer; or
- (b) delivery of the Goods and/or Services has already occurred pursuant to clause 13.1.

**19. Change of Mind Returns**

19.1 Subject to clause 19.2, the Customer may return Goods to Bull Motor Bodies due to a change of mind provided that:

- (a) the Goods are returned within 30 days of the Date of Purchase;

- (b) the Goods are in new, saleable condition, with all original packing intact;

19.2 Bull Motor Bodies shall not accept a change of mind return of Goods where the Goods:

- (a) have been fitted to, or installed on, the Customer's vehicle; or
- (b) the Goods were custom designed and/or manufactured for the Customer.

19.3 Where the Customer returns Goods to Bull Motor Bodies in accordance with clause 19.1, Bull Motor Bodies shall refund the Price of the Goods to the Customer less a re-stocking fee of 15% of the current price of such Goods at the date of return. Any amounts paid by the Customer for Services, or for postal, courier service, freight carrier or insurance costs, are non-refundable.

**20. Default and Termination**

20.1 If a party defaults in the performance or observance of its obligations under the Agreement, the non-defaulting party may give the defaulting party notice requiring the defaulting party to remedy the default within 14 days of receipt of the notice.

20.2 If the defaulting party fails to remedy the default within the period specified in clause 20.1, the non-defaulting party may cancel the Order and terminate the Agreement by written notice to the defaulting party.

20.3 On termination of the Agreement in accordance with clause 8.2, 9.4, 18.1 or 20.2:

- (a) the accrued rights and remedies of a party are not affected; and
- (b) the parties are released from further performing their obligations under this Agreement other than any obligation that is expressed to continue notwithstanding termination of the Agreement.

20.4 Subject to clause 9.5, termination of this Agreement in accordance with clause 8.2, 9.4, or 18.1 shall not cause any liability to arise on the part of either party, and neither party shall be required to provide the other party with compensation as a result of that termination.

**21. Goods Warranties**

21.1 Details of the warranties applicable to:

- (a) certain Bull Motor Bodies Products is set out in Annexure A to these Terms and Conditions; and
- (b) Services is set out in Annexure B to these Terms and Conditions.

21.2 The manufacturer or distributor of a Third Party Product may also provide a warranty in relation to the Third Party Product which may be specified in the Product Information or on the manufacturer's or distributor's website. Unless clearly expressed

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- otherwise, any such warranty is not given by Bull Motor Bodies.
- 21.3 The warranties referred to in clauses 21.1 and 21.2 are in addition to the Customer's rights under the *Australian Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law).
- 22. Exclusion of Warranties**
- 22.1 It is the Customer's responsibility to ensure that the Goods and/or Services purchased by the Customer meet the Customer's specific requirements.
- 22.2 The Customer has rights under statutory consumer protection laws, including the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), which cannot be excluded, restricted, or modified. The exclusions of warranties set out in this clause 22, and the limitation of liability set out in clause 23, apply subject to any rights the Customer may have under such laws.
- 22.3 Without limiting clause 22.1, and to the extent permitted by law, all express and implied representations, conditions, warranties, guarantees or other provisions that are not contained in the Agreement (whether based in legislation, the common law or otherwise) are excluded, including any representations, conditions, warranties or guarantees as to acceptable quality, fitness for purpose or timeliness.
- 22.4 If any condition, warranty, guarantee or other provision is implied or imposed in relation to the Agreement (whether based in legislation, the common law or otherwise) and cannot be excluded (**Non-Excludable Term**), and Bull Motor Bodies is able to limit the Customer's remedy for a breach of such Non-Excludable Term, then Bull Motor Bodies' liability for such a breach of a Non-Excludable Term is limited to one or more of the following, at Bull Motor Bodies' discretion:
- (a) in relation to Goods, the replacement of the Goods or the supply of equivalent goods, the repair of the Goods, the payment of the cost of replacing the Goods or acquiring equivalent goods, or the payment of the cost of having the Goods repaired; or
  - (b) in relation to Services, the supplying of the Services again or the payment of the cost of having the Services supplied again.
- 23. Limitation of Liability**
- 23.1 Subject to clause 23.2 and Bull Motor Bodies obligations under the Non-Excludable Terms, neither party will be liable to the other party for:
- (a) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or
  - (b) any other indirect or consequential loss that was not a reasonably foreseeable consequence of a failure to comply with the Agreement.
- 23.2 Nothing in the Agreement excludes or limits a party's liability for:
- (a) death or personal injury caused by a party's negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the obligations implied by the Australian Consumer Law;
  - (d) defective products under the Australian Consumer Law; or
  - (e) any other matter in respect of which it would be illegal for a party to exclude, or attempt to exclude, its' liability.
- 24. Intellectual Property**
- 24.1 Where Bull Motor Bodies has designed, developed, manufactured, or supplied, a Bull Motor Bodies Product for the Customer:
- (a) Bull Motor Bodies shall retain copyright in all designs, drawings, photographs, and documents relating to the Bull Motor Bodies Product; and
  - (b) all tooling, equipment, property, and the like used in the manufacture of any Bull Motor Bodies Product remains the property of Bull Motor Bodies.
- 25. Marketing**
- 25.1 The Customer agrees and acknowledges that Bull Motor Bodies may use, for the purpose of marketing, any documents, designs, drawings, or photographs, of the Goods which Bull Motor Bodies has designed, manufactured, and/or supplied, to the Customer.
- 26. Personal Property Securities Act 2009 (Cth)**
- 26.1 In this clause, the terms "financing statement", "financing change statement", "security agreement", and "security interest" have the meanings given to these terms under the PPSA.
- 26.2 The Customer acknowledges and agrees that the Agreement constitutes a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Bull Motor Bodies to the Customer.
- 26.3 The Customer must:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Bull Motor Bodies may reasonably require to:

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- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (ii) register any other document required to be registered by the PPSA; or
  - (iii) correct a defect in a statement referred to in clause (i) or (ii).
- (b) indemnify, and upon demand reimburse, Bull Motor Bodies for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of Bull Motor Bodies;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Bull Motor Bodies; and
- (e) immediately advise Bull Motor Bodies of any material change in its business practices of selling the Goods which would result in a change to the proceeds derived from such sales.
- 26.4 Bull Motor Bodies and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by the Agreement.
- 26.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 26.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 26.7 Unless otherwise agreed to in writing by Bull Motor Bodies, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 26.8 Subject to any express provisions to the contrary, nothing in the Agreement is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 27. GST**
- 27.1 In this clause 27, the terms **Taxable Supply** and **GST** have the meanings set out in the *A New Tax System (Goods and Services) Act 1999* (Cth).
- 27.2 Each amount payable by the Customer under the Agreement in respect of a Taxable Supply by Bull Motor Bodies is, unless otherwise stated, a GST exclusive amount and on receipt of a Tax Invoice from Bull Motor Bodies the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that Taxable Supply to Bull Motor Bodies.
- 27.3 A party is not required to make a payment of GST unless it has received a Tax Invoice from the other party.
- 28. Force Majeure**
- 28.1 Neither party will be liable or responsible for any failure to perform, or delay in the performance of, any obligation under the Agreement (other than payment of amounts due) that is caused by a Force Majeure Event.
- 28.2 If Force Majeure prevents or delays either party from performing any obligation under the Agreement (other than payment of amounts due), then provided that the affected party uses its reasonable endeavours to mitigate the effects of the Force Majeure, that obligation is suspended for as long as the Force Majeure continues.
- 28.3 A party claiming that it is unable to perform any obligation under this Agreement due to Force Majeure must promptly give notice to the other party stating in reasonable detail the circumstances underlying the Force Majeure and must resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.
- 29. Notices**
- 29.1 All notices, requests, demands, waivers, consents, and other communications, given by one party to another under this Agreement must be in writing and must be:
- (a) delivered by courier;
  - (b) sent by pre-paid recorded mail; or
  - (c) sent by email,
- to that party at the specified in the Quote, or to any other address of which the relevant party has advised the other party by written notice from time to time.
- 29.2 Documents posted within Australia will be deemed to have been received on the fifth (5th) Business Day after posting.
- 29.3 Documents delivered by courier will be deemed to have been received on the first (1st) Business Day after the day of dispatch.
- 29.4 Documents sent by email will be deemed to have been received when the email (including any attachments) is sent to the receiving party, unless the sending party receives a notification of delivery delay or failure within 24 hours of the email being sent.
- 29.5 Despite clause 29.4 if an email is transmitted or sent after 5pm on a Business Day in the state of the recipient, or on a day that is not a Business Day, it will be deemed to be served on the next Business Day.



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29.6 Any notice by a party may be given and may be signed by its solicitor.

30. **General**

30.1 The Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

30.2 The parties agree and acknowledge that Bull Motor Bodies may subcontract the performance of any of its obligations under the Agreement.

30.3 The parties may vary the Agreement by agreement in writing signed by both parties.

30.4 If any provision of the Agreement is unenforceable, unlawful or void for any reason, then such provisions shall be severed and the remaining provisions of these Terms and Conditions shall continue in full force and effect.

30.5 Failure by a party to enforce any provision of the Agreement shall not be treated as a waiver of that provision nor shall it affect a party's right to enforce that provision.

30.6 Any clause which as a matter of construction is intended to survive the termination or expiry of the Agreement, shall survive the termination or expiry of the Agreement.

30.7 The Agreement shall be governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of that State.

31. **Definitions**

In the Agreement, unless the context requires otherwise, the following terms have the following meanings:

31.1 **Acceptance** has the meaning specified in clause 2.4.

31.2 **Agreement** has the meaning specified in clause 3.1.

31.3 **Bull Motor Bodies** means Bull Motor Bodies Pty Ltd ACN 074 872 521.

31.4 **Bull Motor Bodies Product** means a Bull Motor Bodies branded product or a product that Bull Motor Bodies designs and/or manufactures;

31.5 **Bull's Price Variation** has the meaning specified in clause 8.1.

31.6 **Bull's Variation Request** has the meaning set out in clause 9.1.

31.7 **Business Day** means any day other than a Saturday, Sunday or a day gazetted as a public holiday in Perth, Western Australia.

31.8 **Customer** means the party that:

- (a) has been approved for Credit Terms by Bull Motor Bodies; and

- (b) issues a Purchase Order to Bull Motor Bodies in accordance with clause 2.1.

31.9 **Customer's Variation Request** has the meaning set out in clause 6.1.

31.10 **Credit Terms** means the terms on which Bull Motor Bodies has agreed to provide the Customer with credit for the payment of Goods and/or Services, as set out in the Commercial Credit Application (which includes the Commercial Credit Terms and Conditions) submitted to Bull Motor Bodies by the Customer.

31.11 **Date of Purchase** means the date of delivery of the Goods determined in accordance with clause 13.

31.12 **Force Majeure** means any event which is beyond the reasonable control of the party claiming force majeure and causes or results in prevention of the performance by the affected party of any of its obligations under this Agreement, and includes (without limitation):

- (a) any act of God, cyclone, earthquake, or other natural physical disaster, fire, flood, drought, epidemic, or pandemic;
- (b) strike, lockout, labour dispute, or any other industrial action by workers or employees;
- (c) delays in the supply of products and services provided by third parties;
- (d) lack of transportation, raw materials, power, or supplies;
- (e) war, revolution, civil commotion, blockade, or embargo;
- (f) any law, order, proclamation, decree, or requirement, of any government or authority.

31.13 **Goods** means any:

- (a) Bull Motor Bodies Product; and/or
- (b) Third Party Product,

to be supplied to the Customer in accordance with an Order.

31.14 **Non-Excludable Term** has the meaning specified in clause 22.4.

31.15 **Order** means the Customer's order for Goods and/or Services specified in a Quote, or as amended in accordance with clauses 6, 8, and/or 9 (as applicable).

31.16 **PPSA** means the *Personal Property Securities Act 2009* (Cth).

31.17 **Price** means the amount payable for the Goods and/or Services to be provided to the Customer by Bull Motor Bodies as specified in the Quote, or as amended, or to be partially invoiced for, in accordance with clauses 6, 8, and/or 9 (as applicable).

31.18 **Product Information** means information about the Goods which may be contained in documents provided with the Goods which may include, but not be limited to, fitting/installation instructions, application guide, owner's manual, operating/safety



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- guidelines, labels attached to the Goods, manufacturers manual or maintenance guidelines, design instructions, drawings, and layouts.
- 31.19 **Purchase Order** means a purchase order issued by a Customer to Bull Motor Bodies in writing, in relation to a Quote.
- 31.20 **Quote** means a quotation issued by Bull Motor Bodies to the Customer for the supply of certain Goods and/or Services as specified in the quotation.
- 31.21 **Services** means the painting, repair, and/or removal of an existing tray or well body to a Customer's vehicle, or the painting, fitting, and/or installation of Goods to a Customer's vehicle.
- 31.22 **Tax Invoice** means a tax invoice for the purchase of Goods and/or Services supplied to the Customer by Bull Motor Bodies.
- 31.23 **Terms and Conditions** means these terms and conditions of trade.
- 31.24 **Third Party Product** means a product offered for sale by Bull Motor Bodies that is not branded, designed, or manufactured by Bull Motor Bodies.
32. **Interpretation**
- 32.1 Unless the contrary intention appears, a reference to:
- (a) this Agreement or another document includes any variation or replacement of it, notwithstanding any change in the identity of the parties;
  - (b) the singular includes the plural and vice versa;
  - (c) right includes a benefit, remedy, authority, discretion, or power;
  - (d) person includes a natural person, partnership, body corporate, association, joint venture, government authority, or other entity;
  - (e) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a Party by novation) and assigns; and
  - (f) any statute, ordinance, code, or other law includes regulations and other statutory instruments under any of them and consolidations, amendments, re-enactments, or replacement of any of them.
- 32.2 If there is any conflict, ambiguity, or inconsistency between this Agreement and the Credit Terms, then the Credit Terms shall take precedence to the extent necessary to reconcile that conflict, ambiguity, or inconsistency.
- 32.3 Headings are for convenience only and will not affect the interpretation of these Terms and Conditions.
- 32.4 The meaning of general words is not limited by specific examples introduced by "including", "for example", or similar expressions.
- 32.5 The expressions "in writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 32.6 Where two or more persons are defined as a party in this Agreement, that term means each of the persons jointly, each of them severally, and any two or more of them jointly.
- 32.7 An agreement, covenant, obligation, representation, or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation, or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- 32.8 Unless specified otherwise, all references to sums of money is to Australian currency (AUD), and all documents and correspondence between the parties must be in the English language

**Annexure A**  
**Warranty - Bull Motor Bodies Products**

**1. Australian Consumer Law**

- 1.1 The *Australian Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain conditions, warranties, and undertakings, and give you other legal rights, in relation to Bull Motor Bodies Products sold in Australia.
- 1.2 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 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.
- What constitutes a major failure is set out in the Australian Consumer Law.
- 1.3 Nothing in this Product Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the *Australian Competition and Consumer Act 2010* (Cth) and other Australian laws. This Product Warranty gives you additional protection for your Bull Motor Bodies Product, and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties, subject to the exclusions, terms, and conditions below.

**2. Coverage and Application**

- 2.1 Bull Motor Bodies Pty Ltd ACN 074 872 521 of 22 Peel Road O'Connor, Perth, Western Australia, 6163 (**Bull Motor Bodies WA**) warrants your Bull Motor Bodies Product to be free from defects in materials and workmanship for the Product Warranty Period.
- 2.2 This Product Warranty applies to Bull Motor Bodies' Products which are purchased in Australia:
- 2.3 The Customer is only entitled to make a warranty claim where the following conditions are satisfied:
- (a) the Customer makes a warranty claim within the Product Warranty Period; and
  - (b) the Customer provides proof of purchase of the Bull Motor Bodies Product.
- 2.4 This Product Warranty does not apply to Third Party Products which may be covered under a warranty provided by the manufacturer of the applicable Third Party Product.

**3. Warranty Period**

- 3.1 The period during which this Product Warranty is in effect will depend upon the Bull Motor Bodies Product to which it relates.
- 3.2 In all cases the commencement date for the Product Warranty Period is the Date of Purchase.
- 3.3 The period during which a Bull Motor Bodies Product that is the subject of this Product Warranty is covered by this Product Warranty is as set out in the following table (**Product Warranty Period**).

<b>Bull Motor Bodies Product</b>	<b>Warranty Period</b>
Bull Motor Bodies Canopies, Flat Trays, and Bull Boxes	Structure - 36 months / 60,000km (whichever comes first) Other parts excluding glass – 12 months
Door Handles and associated locking mechanism parts	12 months
All other Bull Motor Bodies Products	12 months

**4. Warranty Claims**

- 4.1 To submit a warranty claim the Customer should:
- (a) visit [www.bullmotorbodies.com.au/warranty-claims](http://www.bullmotorbodies.com.au/warranty-claims);
  - (b) call Bull Motor Bodies WA on 1300 285 562; or
  - (c) email Bull Motor Bodies WA on [sales@bullmotorbodies.com.au](mailto:sales@bullmotorbodies.com.au).
- 4.2 The Customer must make a warranty claim as soon as it becomes aware of a possible defect in the Bull Motor Bodies Product.
- 4.3 The Customer will need to complete a warranty form that includes the Customer's name, contact information, and in the case of a canopy, the VIN. Photographic evidence will be required to support the warranty claim. Claims involving a canopy or a large component that is difficult to transport may be agreed using photographic evidence and first-hand descriptions from the Customer.
- 4.4 Any cost or expense incurred in making or pursuing a warranty claim (including the costs of delivering the Bull Motor Bodies Product, or component of a Bull Motor Bodies Product, considered to be defective to Bull Motor Bodies) is at the Customer's own expense.

## 5. **Warranty Exclusions**

- 5.1 This section identifies what is excluded under this Product Warranty.
- 5.2 For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the *Australian Competition and Consumer Act 2010* (Cth) or, the *Australian Competition and Consumer Regulations 2010* (Cth) and which are not expressly included in this Product Warranty as additional warranties or conditions, are excluded.
- 5.3 This Product Warranty does not extend to loss or damage caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin, or insect infestation.
- 5.4 This Product Warranty does not cover:
- (a) damage caused by:
    - (i) a Third Party Product;
    - (ii) an accident, misuse or unusual, improper, abusive, or negligent use;
    - (iii) improper or incorrect installation (except where installation is completed by Bull Motor Bodies);
    - (iv) repair or modification of the Bull Motor Bodies Product or its components by anyone other than Bull Motor Bodies or without Bull Motor Bodies WA's prior written consent;
    - (v) loading the Bull Motor Bodies Product with weight in excess of the Bull Motor Bodies Product's, or vehicle's, carrying capacity;
    - (vi) using the Bull Motor Bodies Product for motor sport competition, or in an environment which the Product Information indicates the Bull Motor Bodies Product was not designed for;
    - (vii) incorrect or improper maintenance, or failure to clean or maintain, the Bull Motor Bodies Product in accordance with the maintenance requirements set out in the Maintenance Schedule;
    - (viii) improper cleaning of the Bull Motor Bodies Product including (but not limited to) washing with a pressure washer, citrus based cleaning agent, or truck wash;
    - (ix) adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Bull Motor Bodies WA's control;
    - (x) exposure to excessive heat, moisture, or dampness;
    - (xi) exposure to abnormally corrosive conditions;
    - (xii) the Customer drilling into the roof beams front or rear causing leakages;
    - (xiii) the Customer utilising the downpipe in the mullion for wiring access, causing leakages;
    - (xiv) application of stickers or decals to painted surfaces;
    - (xv) driving with any door forming part of the Bull Motor Bodies Product in an open position;
    - (xvi) impact damage to painted surfaces causing chipping or delamination of a coating;
    - (xvii) using high-flow diesel transfer pumps including, but not limited to, as a result of back-flow issues;
  - (b) white rust on zinc plate components (oxidization);
  - (c) deterioration of rubber, plastic, zinc plating, and decals;
  - (d) deterioration of aluminium, paint, plastic components caused by, but not limited to, environment fallout, galvanic corrosion, stone pecking, hail damage, airborne fall out, scratches, sap; bird, insect and bat dropping; UV damage, oxidization, salt, harsh chemicals and adhesives;
  - (e) damage to paint, aluminium, steel surfaces caused by, but not limited to, tonneau covers, cargo nets, load restraints, tray mats, or general loads;
  - (f) paint defects that appear in caulking or sealant areas that are caused by the movement in panels; and
  - (g) surface corrosion on sheet metal parts edges.
- 5.5 This Product Warranty does not cover Bull Motor Bodies Products which, at the time the Customer considers a claim might be made under this Product Warranty, does not bear the original build number (including, but not limited to, where it has been removed, defaced, wiped out, rubbed off, or altered).
- 5.6 This Product Warranty does not cover any defects not notified to Bull Motor Bodies WA within the Product Warranty Period; however, the Customer may also have statutory rights outside of the Product Warranty Period.

## 6. **Warranty Remedy**

- 6.1 For valid warranty claims; Bull Motor Bodies WA will, at its discretion, provide a refund, repair, or replacement of the Bull Motor Bodies Product, or component of the Bull Motor Bodies Product, free of charge within a reasonable timeframe.
- 6.2 All Bull Motor Bodies Products, or components of a Bull Motor Bodies Product, returned to Bull Motor Bodies WA in relation to a valid warranty claim will become the property of Bull Motor Bodies WA unless agreed otherwise.
- 6.3 If a Bull Motor Bodies Product is replaced during the Product Warranty Period, the Product Warranty on the replacement Bull Motor Bodies Product will expire on the same date as the original Bull Motor Bodies Product.

## 7. Maintenance

- 7.1 It is the Customer's responsibility to properly maintain its Bull Motor Bodies Product and bring to the attention of Bull Motor Bodies WA any issues that the Customer identifies.
- 7.2 All Bull Motor Bodies Products are designed with low maintenance in mind; however, the Customer should attend to the maintenance matters set out in paragraph 7.3 at two (2)-monthly intervals to ensure smooth operation.
- 7.3 Proper maintenance for the purposes of this Product Warranty includes as follows:
- (a) Washing:
    - (i) Wash the Bull Motor Bodies Products and vehicle often, particularly in coastal and regional/mining areas or where excessive dust, salts or chemicals are in the air. Regular washing will assist in preventing corrosion.
    - (ii) Use warm or cold water.
    - (iii) Use a mild soap solution for washing then rinse with clear water immediately.
  - (b) Door Locks:
    - (i) All locks should be visibly inspected.
    - (ii) Ensure there are no loose retaining screws and R clips are secure.
    - (iii) Lubricate lock through the key barrel and at rear of lock's moving parts.
    - (iv) Lubricate where the rod slides and contacts striker plates.
    - (v) All locking rods are to be inspected, not bent or damaged.
    - (vi) If central locking is fitted, check actuator for damage.
    - (vii) Covers to be fitted and secure at all times.
  - (c) Undertray Drawers:
    - (i) Lubricate roller drawer guides lightly.
    - (ii) Visibly check that guides are not damaged.
    - (iii) Check seals are intact.
    - (iv) Check all bolts are secure.
  - (d) Doors:
    - (i) Check piano hinges are secure.
    - (ii) Check gas struts for leaks or damage.
    - (iii) Ensure that the top and bottom gas strut clips are in place.
  - (e) Underbody Storage:
    - (i) Ensure all seals are intact.
    - (ii) Door locks to be lubricated.
    - (iii) Hinge bolts are secure.
  - (f) Rubber Seals:
    - (i) Check and monitor for any water ingress.
    - (ii) Ensure canopy doors are adjusted to ensure seal contact door.
  - (g) Door ajar alarms:
    - (i) Check for wear and tear.
    - (ii) Ensure switch is not obstructed.
  - (h) Chassis Mounts and Bolts:
    - (i) Check for wear and tear.
    - (ii) Check that no cracks are present in mount.
    - (iii) Ensure all bolts are tight and secure.

## 8. Definitions

- 8.1 In this Product Warranty, unless the context requires otherwise:
- (a) words defined in the Terms and Conditions that are not otherwise defined in this Product Warranty, shall have the same meaning in this Product Warranty;
  - (b) **Bull Motor Bodies Product** means a Bull Motor Bodies branded product or a product that Bull Motor Bodies WA designs and/or manufactures;
  - (c) **Bull Motor Bodies WA** has the meaning specified in paragraph 2.1 of this Product Warranty;
  - (d) **Maintenance Schedule** means the maintenance schedule applicable to Bull Motor Bodies Products specified in paragraph 7 of this Product Warranty;
  - (e) **Product Warranty** means the warranty concerning Bull Motor Bodies Products set out in this Annexure A; and



- (f) **Product Warranty Period** is the period that this Product Warranty applies against defects for a Bull Motor Bodies Product, that is set out in paragraph 3.3 of this Product Warranty.

## Annexure B Warranty - Services

### 1. Australian Consumer Law

- 1.1 The *Australian Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain conditions, warranties, and undertakings, and give you other legal rights, in relation to the Services sold in Australia.
- 1.2 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
  - (a) to cancel your service contract with us; and
  - (b) to a refund for the unused portion, or to compensation for its reduced value.You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract. What constitutes a major failure is set out in the Australian Consumer Law.
- 1.3 Nothing in this Services Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the *Australian Competition and Consumer Act 2010* (Cth) and other Australian laws. This Services Warranty gives you additional protection for the Services and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties, subject to the exclusions, terms, and conditions below.

### 2. Coverage and Application

- 2.1 Bull Motor Bodies Pty Ltd ACN 074 872 521 of 22 Peel Road O'Connor, Perth, Western Australia, 6163 (**Bull Motor Bodies WA**) warrants the Services to be free from defects for the Services Warranty Period.
- 2.2 This Services Warranty applies to Services which are purchased in Australia:
- 2.3 The Customer is only entitled to make a Services Warranty claim where the following conditions are satisfied:
  - (a) the Customer makes a warranty claim within the Services Warranty Period; and
  - (b) the Customer provides proof of purchase of the Services.

### 3. Warranty Period

- 3.1 The period during which the Services the subject of this Services Warranty is covered by this Services Warranty is 12 months from the Date of Purchase (**Services Warranty Period**).

### 4. Warranty Claims

- 4.1 To submit a warranty claim the Customer should:
  - (a) visit [www.bullmotorbodies.com.au/warranty-claims](http://www.bullmotorbodies.com.au/warranty-claims);
  - (b) call Bull Motor Bodies WA on 1300 285 562; or
  - (c) email Bull Motor Bodies WA on [sales@bullmotorbodies.com.au](mailto:sales@bullmotorbodies.com.au).
- 4.2 The Customer must make a warranty claim as soon as it becomes aware of a possible defect in the Services.
- 4.3 The Customer will need to complete a warranty form that includes the Customer's name, contact information, and details of the defect. Photographic evidence will be required to support the warranty claim. Claims involving a canopy or a large component that is difficult to transport may be agreed using photographic evidence and first-hand descriptions from the Customer.
- 4.4 Any cost or expense incurred in making or pursuing a warranty claim (including the costs of delivering the Goods or Customer's vehicle, to Bull Motor Bodies WA) is at the Customer's own expense.

### 5. Warranty Exclusions

- 5.1 This section identifies what is excluded under this Services Warranty.
- 5.2 For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the *Australian Competition and Consumer Act 2010* (Cth) or, the *Australian Competition and Consumer Regulations 2010* (Cth) and which are not expressly included in this Services Warranty as additional warranties or conditions, are excluded.
- 5.3 This Services Warranty does not extend to defects caused by:
  - (a) normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin, or insect infestation;
  - (b) outside interference with the Services originally performed by Bull Motor Bodies WA;
  - (c) an accident, misuse or unusual, improper, abusive, or negligent use of the Goods or vehicle to which the Services relate;

- (d) adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Bull Motor Bodies WA's control;
  - (e) loading the vehicle to which the Services relate with weight in excess of the vehicle's, carrying capacity;
  - (f) using the vehicle or Goods to which the Services relate for motor sport competition, or in an environment which the vehicle, or the Product Information indicates the Goods, were not designed for;
  - (g) incorrect or improper maintenance, or failure to clean or maintain, the vehicle or Goods to which the Services relate; or
  - (h) improper cleaning of the vehicle or Goods to which the Services relate including (but not limited to) washing with a pressure washer, citrus based cleaning agent, or truck wash.
- 5.4 This Services Warranty does not cover any defect notified to Bull Motor Bodies WA outside of the Services Warranty Period; however, the Customer may also have statutory rights outside of the Services Warranty Period.

## 6. **Warranty Remedy**

- 6.1 For valid warranty claims; Bull Motor Bodies WA will, at its discretion, provide a refund or replacement of the Services, free of charge, within a reasonable timeframe.
- 6.2 If the Services are replaced during the Services Warranty Period, the Services Warranty on the replacement Services will expire on the same date as the original Services.

## 7. **Definitions**

- 7.1 In this Services Warranty, unless the context requires otherwise:
- (a) words defined in the Terms and Conditions that are not otherwise defined in this Services Warranty, shall have the same meaning in this Services Warranty;
  - (b) **Bull Motor Bodies WA** has the meaning specified in paragraph 2.1 of this Services Warranty;
  - (c) **Services** means the painting, repair, and/or removal of an existing tray or well body to a Customer's vehicle, or the painting, fitting, and/or installation of Goods to a Customer's vehicle;
  - (d) **Services Warranty** means the warranty concerning Services set out in this Annexure B;
  - (e) **Services Warranty Period** is the period that this Services Warranty applies against defects for Services, that is set out in paragraph 3.1 of this Services Warranty.