

Bus 4x4 New Vehicle Terms and Conditions

1. DEFINITIONS AND INTERPRETION

For the purpose of these Terms and Conditions and the Contract “**Bus 4x4**” means BUS 4X4 PTY. LIMITED ACN 53 597 258 (ABN 82 153 597 258) its successors and assigns , “the **Customer**” means the entity named as such on the relevant Contract or Purchase Order; “**Vehicle or Goods**” mean those items the subject of the Contract or Purchase Order; “**Purchase Order**” means the document issued by the Customer to Bus 4x4 for the supply of a Vehicle ; “**Contract**” means these Terms and Conditions together with Purchase Order or Work Order and any relevant documents signed by an authorised officer of Bus 4x4 and the Customer, “**Australian Consumer Law**” means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

2. QUOTATIONS

A quotation by Bus 4x4 shall remain in force as a basis for placing a Purchase Order with Bus 4x4 for thirty (30) days from the date of the quotation, unless otherwise stated on the quotation or agreed to by Bus 4x4.

3. CONTRACT

- 3.1 Bus 4x4 will not be bound by a Contract until a Purchase Order delivered by the Customer is accepted by Bus 4x4 and acceptance is conveyed in writing to the Customer by Bus 4x4.
- 3.2 The Contract price is based on the costs of labour, materials, bank rate of exchange , freight, insurance , customs duty and all other costs prevailing at the time of the quote by Bus 4x4 or the date of acceptance of the Contract by Bus 4x4.
- 3.3 Any rise in such costs and any additional tariffs, landing charges, dues, duties, taxes and other Government impositions incurred by Bus 4x4 between the date of the Contract and the date of delivery shall be automatically adjusted to the Contract price, be payable by the Customer and be recoverable by Bus 4x4.
- 3.4 Bus 4x4’s calculations of such increase in price due to any of the forgoing shall be conclusive.
- 3.5 Unless otherwise clearly stated neither GST nor other indirect taxes is included in the quoted price. Any such tax that is applicable shall be added and clearly set out in the Contract.
- 3.6 No liquidated damages will be payable by Bus 4x4 unless agreed to in the Contract.
- 3.7 Bus 4x4 will not be bound to undertake any work under a Contract where a variation is required unless and until Bus 4x4 agrees to accept such variation in writing.
- 3.8 Bus 4x4 will be entitled to charge for any increase in a Contract price if the increase is a result of any variation required by the Customer after the Contract is formed.
- 3.9 Bus 4x4 will be entitled to an extension of time as determined by Bus 4x4 if a variation to a Contract is sought by the Customer.

4. CONTRACT VARIATIONS

- 4.1 The Customer must supply to Bus 4x4 a clear copy of all specifications, drawings and other information for any variations required to be supplied under the Contract.
- 4.2 Bus 4x4 shall be under no obligation to check the details supplied and shall not be responsible for any loss or damage or delay as a result of any discrepancy, error, omission or defect in the material supplied.
- 4.3 The Customer shall be responsible for, and shall pay the costs of all alterations to the Vehicle despite any shortcoming , error, omissions or defect in the material supplied by the Customer.
- 4.4 Bus 4x4's obligation is to deliver the Vehicle in accordance with the Contract and as such all illustrations, drawings, catalogue material, advertising and similar material provided to the

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Customer or accompanying Bus 4x4's quotation is supplementary to and not part of the Contract unless otherwise stipulated in the quotation or Contract .

- 4.5 All weights, measurement, powers, capacities and other particulars specified in such material illustrations and drawings etc, are estimates only and in the case of components and parts supplied by third parties Bus 4x4 relies on such third party and the Customer agrees that Bus 4x4 is not liable for any inaccuracy and any inaccuracies shall not be the basis of any claim against Bus 4x4 nor justify rejection of the Vehicle.
- 4.6 The Customer and Bus 4x4 agree that minutes certified by Bus 4x4 of meetings and discussions between the Customer and Bus 4x4 shall be deemed to be written instructions provided at such meetings.
- 4.7 Bus 4x4 may submit minutes of any such meeting to the Customer to record such instructions.
- 4.8 The Customer acknowledges that despite the recording of such meetings all the terms and conditions of any Contract are as set out in the Contract and that Bus 4x4 shall not be bound to carry out any oral instructions given or alleged to have been given to any agent or representative of Bus 4x4.

5. COPYRIGHT AND MANUFACTURING DATA

- 5.1 Any intellectual property rights which Bus 4x4 has relating to any material touching a Contract remains the property of Bus 4x4 unless specifically transferred to the Customer in writing.
- 5.2 The Customer warrants that it has a license to use any intellectual property of whatever form that it delivers to Bus 4x4 and indemnifies Bus 4x4 against any claim relating to such property.
- 5.3 The Customer undertakes not to infringe any intellectual property rights owned by Bus 4x4 which may be contained in any Goods or Services delivered by Bus 4x4 to the Customer.
- 5.4 The Customer acknowledges that the copying or reproduction of Goods or Services supplied by Bus 4x4 or to the Customer with the intention of supplying those to a third party constitutes an infringement of Bus 4x4's intellectual property rights.
- 5.5 Ownership of Copyright will at all times remain exclusively with Bus 4x4.

6. CONFIDENTIALITY

- 6.1 The Customer acknowledges that Bus 4x4's Quotation a Work or Purchase Order or Contract may contain information material and concepts which are proprietary and confidential to Bus 4x4.
- 6.2 The Customer agrees that any such information will be kept strictly confidential and used only for the purpose of evaluating Bus 4x4's proposal.
- 6.3 The Customer agrees not to release any such information to a third party without the consent in writing of Bus 4x4.

7. DELIVERY

- 7.1 Delivery of the Goods "Ex Works", to a third party and/or site nominated by the Customer is deemed to be delivery to the Customer for the purpose of the Contract.
- 7.2 Any time or date for delivery is given and intended as an estimate only and Bus 4x4 shall not be responsible for the consequences of delayed delivery howsoever arising.
- 7.3 The Customer shall accept delivery of the Goods upon completion of manufacture by Bus 4x4.
- 7.4 Should the Customer not take delivery as specified in the Contract or within 7 days of the Customer being advised that the Goods are ready for collection all charges incurred by Bus 4x4 as a result shall be payable by the Customer in addition to a storage charge of 1% per month (calculated on a daily basis) of the value of the Goods.

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- 7.5 In the case of sales on "Ex Works" delivery shall be deemed to be effected on dispatch of the completed Goods to the Customer from wherever the Goods are dispatched.
- 7.6 Packing and freight will be charged to and payable by the Customer unless otherwise stated in the Contract.
- 7.7 In the case of sales on an F.O.B or similar basis any risk for which Bus 4x4 might otherwise be liable shall cease after the Goods have been put on the wharf, rail, ship or other vehicles at place of delivery whether or not transport may have been arranged or the carrier engaged by Bus 4x4 for the Customer's benefit or convenience.

8. **ACCEPTANCE INSPECTION**

- 8.1 Unless otherwise stipulated in the Contract, testing and inspection of the Vehicle shall take place by the Customer at Bus 4x4's workshop or other place nominated by Bus 4x4.
- 8.2 All costs and fees in connection with testing and inspection will be payable by the Customer.
- 8.3 The testing and inspection shall take place within a reasonable time of the Customer having been notified that the Vehicle is ready for inspection.
- 8.4 The acceptance by the Customer of the Vehicle following testing and inspection shall be conclusive proof that the Vehicle complies with the Contract.
- 8.5 No claim for a defect shall be made by the Customer after such testing and inspection other than a defect which was not capable of being ascertained during such inspection.

9. **SUSPENSION OF WORK AND PROLONGATION**

- 9.1 If the Customer fails to provide instructions to Bus 4x4 or breaches any condition of the Contract Bus 4x4 may suspend the work on the Contract and in such an event the Contract price may be increased by Bus 4x4 to cover any extra expense thereby incurred with Bus 4x4's calculation of such increase to be conclusive.
- 9.2 If Bus 4x4 suspends work under the Contract because the Customer has failed to provide instructions or is in breach any condition of the Contract or if Bus 4x4 is unable to continue the work due to the failure of the Customer or the Customer's agent to supply materials, site access or information or anything else needed for Bus 4x4 to complete or continue with the Contract then Bus 4x4 may by notice to the Customer extend the time for Bus 4x4 to complete the Contract or part of the Contract (prolongation) and in such an event the Customer must pay prolongation costs being the costs and expenses and losses as determined by Bus 4x4 which calculation of such costs shall be conclusive

10. **FORCE MAJEURE**

- 10.1 Bus 4x4 will have no liability to the Customer in relation to any loss, damage or expense caused by Bus 4x4's failure to deliver the Vehicle or delay in delivering the Vehicle as a result of Act of God or any natural disaster, fire, flood, strike, accident, lock-out, hindrance, riot, civil commotion, war, power interruption, inability to produce or obtain raw materials or component parts or difficulties with import or other licenses or any other occurrence beyond Bus 4x4's control (Force Majeure event)
- 10.2 In the event that Bus 4x4 is delayed or prevented from performing its obligations under the Contract due to a Force Majeure event, then the Contract shall be extended for such time to that for which Bus 4x4 was delayed by such Force Majeure event.

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- 10.3 Such Force Majeure event shall not exempt the Customer from the obligation to pay for the said Vehicle or to take possession of same in terms of the Contract unless such an event prevents same.

11. LOSS DAMAGE AND RETURNS

- 11.1 To the extent permitted by the Australian Consumer Law Bus 4x4 shall not be subject to, nor incur, and the Customer hereby releases Bus 4x4 from any claim, action or liability for consequential loss or damage to persons or property including loss of use of the Vehicle or of profits arising by reason of delays, non-delivery, defective materials or workmanship, negligence or any matter, conduct or thing done or omitted by Bus 4x4.
- 11.2 Bus 4x4 shall not be responsible for any loss or damage suffered by the Customer except and unless such loss or damage was occasioned directly by the negligent act or omission of Bus 4x4 and in the case where a party other than Bus 4x4 is also liable such liability on the part of Bus 4x4 shall be proportional.
- 11.3 Subject at all times to the provisions of the Australian Consumer Law, Goods returned to and accepted by Bus 4x4 as defective will be dealt with in accordance with these conditions but shall not give rise to any claim on account of any loss, damage, expense or otherwise whatsoever.
- 11.4 Returns for credit will not be accepted except with the written approval of Bus 4x4. The Customer shall be solely liable for all freight costs for the return of the Vehicle to the delivery point nominated by Bus 4x4.
- 11.5 The Customer acknowledges and agrees that as Bus 4x4 has no control over the carrier's conditions and the Customer accepts and abides by the conditions and stipulations on Bills of Lading and similar documents relating to the transport of the Vehicle.
- 11.6 Bus 4x4 will ensure the Vehicle is packed and loaded for transport using reasonable care and for intended transport on public roads. However the Customer acknowledges that Bus 4x4 has no control over the state of the public roads, the Customer's site access roads and the unloading of the Vehicle and accepts that Bus 4x4 is therefore not liable for any damage that may be caused to the Vehicle during such transport or unloading.
- 11.7 Minor paint and other damage caused during transport to site will be the responsibility of the Customer.
- 11.8 If an Import License is necessary to obtain admission into the country of destination of the Vehicle or any part thereof the procurement of such license and the delivery of such Vehicle in unencumbered condition to the delivery place nominated by Bus 4x4 shall be arranged by and at the cost of the Customer.

12. LIABILITY FOR VEHICLE AND PROPERTY

- 12.1 Bus 4x4 shall take reasonable care to ensure the safe storage and handling of the Vehicle and the Customers property but in the absence of any negligence on its part Bus 4x4 shall not be responsible for any loss or damage sustained.
- 12.2 Unless otherwise stipulated in the Contract the Customer and not Bus 4x4 shall be responsible for the risk to the Customer's property (other than the Vehicle) while in Bus 4x4's possession or custody and Bus 4x4 shall not be obliged to insure the Customer's property.
- 12.3 Bus 4x4 may if requested by the Customer take out such insurance cover over the Customer's property and at the Customers expense as is required by the Customer.

13. PAYMENT

- 13.1 Payment is required to be made in accordance with the terms of the Contract.

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- 13.2 Unless otherwise provided payment of all invoices are required within 30 days of delivery to the Customer.
- 13.3 During the progress of the Contract Bus 4x4 may submit to the Customer from time to time a statement showing the value of work completed and/or materials purchased for the Contract and the Customer shall make a progress payment to Bus 4x4 within the time set out in such invoice.
- 13.4 If Bus 4x4 is required to purchase specialist components to fulfil a Contract Bus 4x4 may deliver to the Customer an invoice to cover the cost of such specialist components and Bus 4x4 will not be required to order or purchase those components until payment is made by the Customer to Bus 4x4 or to the provider of those specialist components.
- 13.5 If the Customer requests Bus 4x4 to cancel a Contract or part of same or does not proceed with a Contract for whatever reason the Customer agrees to pay Bus 4x4 a reasonable amount for its materials goods and services to the date of Bus 4x4's acceptance of the cancellation of the Contract such reasonable amount to include but not be limited to a charge covering all material purchased for the Contract and all work whether productive or non-productive carried out in connection with the Contract plus an amount for indirect costs and profit loss.
- 13.6 Bus 4x4's account shall be conclusive as to the amount payable. Payment must be made within seven (7) days of receipt of Bus 4x4's invoice.
- 13.7 The Customer agrees to pay interest to Bus 4x4 interest at the rate of ten percent per annum calculated on a daily basis on amounts not paid within the time specified in Bus 4x4's invoice from the time such payment is due until the time payment is received by Bus 4x4.
- 13.8 The Customer agrees to pay to Bus 4x4 and to indemnify Bus 4x4 for any damages cost expenses or losses suffered or incurred by Bus 4x4 as a result of the Customer failing to comply with the terms of a Contract and without limiting the generality of the forgoing to include any debt collection fees or charges incurred and legal costs incurred in enforcing payment on an indemnity basis.

14. **DEFAULT IN PAYMENT**

- 14.1 Should the Customer make default in payment or fail to carry out the terms of the Contract or fail to make payment under any Contract when due or become insolvent or bankrupt or call a meeting of creditors or go into administration or liquidation, (voluntary or otherwise) Bus 4x4 may without prejudice to its other rights under the Contract, suspend work or delivery or terminate the Contract or require payment in cash before or on delivery of the Vehicle, notwithstanding the terms of payment otherwise specified.
- 14.2 Bus 4x4 may exercise such rights either as to the whole or part of the Contracted Vehicle. All Vehicle supplied by Bus 4x4 remain the property of Bus 4x4 until all monies outstanding to Bus 4x4 in connection with the Contract (other than agreed retention monies if any) have been paid.

15. **WARRANTY**

15.1 **Application and Scope of Warranty**

- 15.2 Bus 4x4 provides this warranty to the Customer who originally purchased the Vehicle or Services from Bus 4x4 pursuant to a Contract or Purchase Order.
- 15.3 Bus 4x4 warrants that the Vehicle -will be free from -defects in workmanship and materials for the period set out applicable to the type of Vehicle or Service as set out in the warranty document.
- 15.4 Bus 4x4 will at its option repair or replace any defective Vehicle or part of same provided that the defect is not excluded under the warranty conditions.

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- 15.6 Bus 4x4's liability shall be limited to repairing the defect or replacing the Vehicle or defective component and Bus 4x4 shall not be responsible for any other incidental or consequential loss or damage.
- 15.7 Any implied warranties are limited to the duration of this written warranty.
- 15.8 All parts or components replaced under warranty will be considered as part of the original Vehicle and any warranty on those parts will expire on the same day as the original warranty.
- 15.9 The Australian Consumer Law contains certain provisions that cannot be excluded and to that extent no term of this warranty can restrict or modify the benefits of that legislation to the Customer.
- 15.10 Bus 4x4's warranty does not extend to any failure of the Vehicle or any component of same where such failure is not a defect in workmanship or materials supplied by Bus 4x4 but where such failure is caused or contributed to by a failure of the component or any part of such component whether due to fatigue, stress, age or other cause not the fault of Bus 4x4.
- 15.11 Where components sourced from a third party supplier are installed in Vehicle by Bus 4x4 and the cost of such component is included in the Purchase Order or Work Order and the warranty period of such component is less than the Bus 4x4 warranty period for those Vehicle Bus 4x4 shall only be responsible (in relation to any claim relating to that component) for the warranty period applying to such third party component.
- 15.12 Where components or parts supplied by the Customer are incorporated into a Vehicle and such components fail during the warranty period for such Vehicle, Bus 4x4 shall not be liable for that part of the claim relating to that component or part and such claim shall be a matter between the Customer and the third party supplier of such component or part.
- 15.13 Where Bus 4x4 manufactures Vehicle to the Customer's specifications the liability of Bus 4x4 is limited to defects in Bus 4x4's workmanship and defects in the materials supplied against the specifications of those materials and Bus 4x4 shall not be liable for any claim relating to the performance of the Vehicle not being due to a defect in workmanship or materials supplied by Bus 4x4.
- 15.14 Bus 4x4 shall not be liable for any defect caused or contributed or resulting from the following
- a) the use of the Vehicle after the defect has become apparent;
 - b) the use of the Vehicle outside of the intended purpose;
 - c) the improper transport of the Vehicle after delivery to the Customer;
 - d) improper use of the Vehicle;
 - e) failure to properly store the Vehicle;
 - f) failure to protect the Vehicle from the elements;
 - g) modification or alteration of the Vehicle;
 - h) improper or inadequate maintenance or servicing;
 - i) improper installation or commissioning;
 - j) abrasive wear of part of the Vehicle where such was intended or anticipated;
 - k) failure to use or operate the Vehicle in accordance with Bus 4x4's guidelines;
 - l) failure to use or operate the Vehicle in accordance third party guidelines where applicable;
 - m) normal wear and tear having regard to the intended use of the Vehicle;
 - n) failure by the Customer to abide by the process for warranty claims;
 - o) any act of God or force majeure event.

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- 15.15 The Customer must advise Bus 4x4 in writing as soon as a defect becomes apparent and provide particulars of the defect.
- 15.16 To commence the warranty claim procedure the Customer must complete and submit a warranty claim form to Bus 4x4.
- 15.17 The Customer must co- operate with Bus 4x4 and provide details of the relevant Purchase Order or Contract ,details of the circumstances leading to the failure, produce maintenance records and provide any further information reasonably requested by Bus 4x4 to process the claim.
- 15.18 The Customer must allow Bus 4x4 free access to the Vehicle the subject of the warranty claim.
- 15.19 Any warranty Work will be undertaken at a place nominated by Bus 4x4.
- 15.20 If possible the Work will be undertaken in situ or at the Customers site.
- 15.21 If Work is undertaken in situ or at the Customer site the Customer will provide reasonable facilities to Bus 4x4 to undertake the Work without charge.
- 15.22 General Warranty conditions
Bus 4x4 will repair or rectify the defect without charge for labour and materials to the Customer but otherwise each party must pay its own expenses incurred in attending to the a warranty claim. In particular Bus 4x4 shall not be responsible for loss incurred by the Customer due to down time of the equipment, hire of replacement equipment or any other incidental or consequential loss incurred by the Customer.
- 15.23 Each party must do everything reasonably expected on it's part and must ensure that its employees and agents to everything reasonably expected of the m so as to give full effect to the warranty provided by Bus 4x4 to the Customer.
- 15.24 The Customer acknowledges that only an amendment in writing signed by an appropriate officer of Bus 4x4 may alter the terms of the warranty and that this warranty document contains the entire warranty benefits available to the Customer.
- 15.25 Bus 4x4 and the Customer acknowledge by their signature that these warranty conditions form part of the Purchase Order or Work Order to which they are attached.
16. RETENTION OF TITLE
- 16.1 Notwithstanding the delivery of the Vehicle to the Customer or as directed by the Customer or their installation, title in any Vehicle shall remain with Bus 4x4 regardless of whether the Vehicle are on-sold by the Customer until the Customer has paid and discharged any and all monies owing pursuant to the Contract for the Vehicle, including all applicable GST and other taxes, levies and duties.
- 16.2 Should the Vehicle be installed into another piece of equipment to form part of that equipment, the Customer shall ensure that the Vehicle remain separate, distinct and identifiable and shall be severable from the equipment into which it is installed.
- 16.3 Vehicle belonging to Bus 4x4 when in storage shall be marked clearly so they are identifiable as such.
- 16.4 Any payment made by or on behalf of the Customer which is later avoided by the application of any Statutory Provisions shall be deemed not to discharge Bus 4x4's title in the Vehicle nor the Customer's indebtedness to Bus 4x4 and, in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.
- 16.5 The Customer acknowledges that it is in possession of the Vehicle solely as Bailee on behalf of Bus 4x4 until payment of all monies relating to the Vehicle under the Contract has been made to Bus 4x4 and until that time:
- (a) The Customer is not entitled to sell the Vehicle but if it does so any sale is on behalf of Bus 4x4 and the Customer holds the sale proceeds received by such sale as trustee for Bus 4x4 ; and

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- (b) The Customer shall be fully responsible for any loss or damage to the Vehicle whatsoever and howsoever caused following delivery or installation of the Vehicle to the purchaser of the Vehicle.
- 16.6 The Customer hereby irrevocably grants to Bus 4x4 the right, at its sole discretion, to remove any Vehicle from the Customer's possession or the possession of any agent of the Customer or repossess any Vehicle from the Customer and sell or dispose of them, and Bus 4x4 shall not be liable to the Customer or any person claiming through the Customer and Bus 4x4 shall be entitled to retain the proceeds of any Vehicle sold and apply same towards the Customer's indebtedness to Bus 4x4.
- 16.7 The Customer grants Bus 4x4 permission or authority to enter any place premises where the Vehicle may be including the premises of any agent of the Customer to take possession of the Vehicle.
- 16.8 If the Customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this agreement, then Bus 4x4 may, without prejudice to any other remedies it may have, regain and retain possession of the Vehicle on any account which has not been paid in accordance with the terms and conditions herein and commence proceedings to recover the balance of any monies owing Bus 4x4 by the Customer.
- 17. PERSONAL PROPERTY SECURITIES ACT ("PPSA")
- 17.1 In this clause, the following words have the respective meanings given to them in the PPSA: Financing Statement, Financing Change Statement, Proceeds, Register, Security Agreement, Security Interest and Verification Statement.
- 17.2 The Customer acknowledges and agrees:
 - a) That these Terms and Conditions constitute a Security Agreement that creates a Security Interest in all Vehicle (and Proceeds):
 - (i) previously supplied by Bus 4x4 to the Customer;
 - (ii) to be supplied in the future by Bus 4x4 to the Customer;
 - b) that the Security Interest created by these Terms & Conditions is a continuing Security Interest in all Vehicle (supplied now or in the future by Bus 4x4 to the Customer) and Proceeds, which will operate (despite any intervening payment or settlement of account) until Bus 4x4 has signed a release;
 - c) to waive its rights in relation to the sections listed in sub section 115 (1) of the PPSA (or as otherwise amended), which will not apply (to the extent, if any, mentioned) to the Security Agreement created by these Terms & Conditions.
- 17.3 The Customer undertakes to:
 - a) keep all Vehicle free of any charge, lien or Security Interest except as created under these Terms & Conditions and not otherwise deal with the Vehicle in a way that may prejudice any rights of Bus 4x4 under these Terms & Conditions or the PPSA;
 - b) sign any further documents and provide any further information (which must be complete, accurate and up-to-date in all respects) that Bus 4x4 may require to:
 - (i) register a Financing Statement or Financing Change Statement in relation to a Security Interest on the 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 25.3(b) (i) or 25.3 (b) (ii);c) indemnify, and upon demand reimburse, Bus 4x4 for all fees (including actual legal fees on a solicitor/own client basis), costs, disbursements and expenses in: (i) registering and maintaining a Financing

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Statement or Financing Change Statement on the Register or releasing any Vehicle charged thereby; and

- (iv) enforcing or attempting to enforce the Security Interest created by these Terms & Conditions.d) not register, or allow to be registered, a Financing Statement or a Financing Change Statement in respect of the Vehicle or Proceeds in favour of a third party, without the prior written consent of Bus 4x4; and e) immediately advise Bus 4x4 of any material change in its business details (including, but not limited to, its trading name, address facsimile number) or business practices.

18. SECURITY AND CHARGE

The Customer hereby charges all property, both equitable and legal present or future of the Customer in respect of any monies that may be owing by the Customer to Bus 4x4 under the terms and conditions of any Contract between Bus 4x4 and the Customer and for valuable consideration hereby authorises each director of Bus 4x4 to execute any consent form as the attorney of the Customer for the purpose of registering a caveat over any real property owned by the Customer at any time to secure any payment due to Bus 4x4 where the Customer has failed to make payment in accordance with the terms of the Contract with the declaration of the Director of Bus 4x4 being prima facie evidence of the amount owing to Bus 4x4.

19. DISPUTE RESOLUTION

The parties agree that all disputes including those relating to warranty claims shall be attempted to be resolved as quickly and informally as possible.

- 19.2 The parties further agree that all reasonable attempts will be made to resolve any dispute including mediation and alternative dispute resolution before a party seeks to resolve the dispute by other means.

- 19.3 If a dispute arises a representative of each of the parties who has capacity to reach a binding agreement must meet within seven days and make a bona fide attempt to resolve the dispute.

- 19.4 If the dispute is not resolved at the meeting of the representatives a further attempt shall be made to resolve the dispute with the aid of the mediator to be agreed to by the parties with the parties to equally share the costs of the mediation.

- 19.5 If necessary an expert may be engaged by the parties to arbitrate the dispute and the parties shall pay the costs of the arbitration in accordance with the recommendation of the arbitrator.

20. SEVERABILITY

- 20.1 The Contract is to be regarded as severable in the event of the Vehicle or Services being of different kinds or the Contract providing for delivery by installments and the separate items of the Contract shall be regarded as separately Contracted for and each and every delivery under the Contract shall be regarded as a separate Contract and damages arising from any alleged breach of Contract by Bus 4x4 shall be limited accordingly.

- 20.2 Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

21. PRIVACY

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- 21.1 The Customer hereby authorises Bus 4x4 to collect, retain, record, use and disclose consumer and/or commercial information about the Customer, in accordance with the Privacy Act 1988 and subsequent amendments, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by Bus 4x4, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.
- 21.2 Bus 4x4 may give information about the Customer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Customer’s credit file. This information may be given before, during or after the provision of credit to the Customer and will be in accordance with the Privacy Act 1988 and subsequent amendments.
22. **GOVERNING LAW AND JURISDICTION**
These terms and conditions are governed by the laws of the State of Queensland and all disputes arising between the Customer and Bus 4x4 will be submitted to the Brisbane Registry of any Court competent to hear the matter.

Signed by Bus 4x4 Pty Ltd ACN 153 597 258) _____
in accordance with section 127 of the) _____
Corporations act 2001) _____

Signed by _____)
Pty Ltd ABN _____) _____
as Customer in accordance with section 127) _____
of the Corporations act 2001) _____