



GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Terms and Conditions:

- **"Seller"** refers to *Australian Axles and Wheels Pty Ltd*, trading as *ADR Australia*.
- **"Buyer"** refers to the entity or individual specified as the recipient on any documentation or invoice issued by the Seller in connection with this contract.
- **"Goods"** refers to all items supplied by the Seller, irrespective of their nature.
- **"Terms"** refers to the present Terms and Conditions of Sale.

All quotations issued and all orders accepted are subject strictly to these Terms. Any additional or differing terms proposed by the Buyer — whether set out in purchase orders or other documents — shall not be binding unless expressly accepted by the Seller in writing. The placement of an order by the Buyer shall be deemed as full and unconditional acceptance of these Terms. In the event of any inconsistency between these Terms and any other document or agreement, these Terms shall prevail to the extent of such inconsistency.

2. STATUTORY RIGHTS

These Terms do not exclude, limit, or modify any rights, entitlements, or remedies conferred upon the Buyer, nor do they limit any liabilities imposed upon the Seller, where such exclusions, limitations, or modifications are rendered void or prohibited by Commonwealth, State, or Territory legislation. Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law.



3. WARRANTIES

Subject to Clause 2:

(a) The Seller warrants that the Goods supplied shall be of merchantable quality. Except as expressly stated herein and to the extent permitted under the *Competition and Consumer Act 2010*, all other conditions, warranties, and liabilities — whether express, implied, statutory, or otherwise — are excluded.

(b) The Seller's liability is strictly limited to, at the Seller's sole discretion: replacement or repair of the Goods; or refund of the purchase price, valid for a period of 12 months from the date of sale. This warranty does not cover damage caused by misuse, improper handling, or consequential loss.

(c) To initiate a warranty claim, the Buyer must contact the Seller via phone or email with full details of the claim and, where possible, provide sufficient sample or evidence of the Goods for assessment.

4. ADVICE

Subject to Clause 2, any advice, recommendation, information, or assistance provided by the Seller in relation to the Goods or their use is provided in good faith, is believed to be reliable and is given without liability on the part of the Seller. This includes but is not limited to product specifications or analyses supplied by the Seller.



5. DELIVERY

The Seller shall make reasonable efforts to deliver the Goods by the agreed date ("Delivery Date") but shall not be liable for any delays. Unless otherwise agreed, delivery shall occur at the nearest accessible unloading location to the Buyer's premises, with the Buyer responsible for unloading and further transportation to the intended site.

6. DAMAGE IN TRANSIT

The Buyer must inspect the Goods upon delivery. Claims for shortage or damage in transit must be made in writing to both the carrier and the Seller within seven (7) days of delivery. In the event of non-delivery, the Seller must be notified in writing within seven (7) days of dispatch notification.

7. RISK

Responsibility for assessing the suitability of the Goods for any intended purpose, process, or use lies solely with the Buyer. All risks associated with the use of the Goods, individually or in combination, pass to the Buyer upon delivery. The Buyer indemnifies the Seller against all liabilities arising from such use.

8. RETENTION OF TITLE

(a) Legal title in the Goods remains with the Seller until all outstanding amounts owed by the Buyer are fully paid or until the Goods are resold by the Buyer in the ordinary course of business.



(b) In the event of default or non-payment, the Seller reserves the right to reclaim and/or resell the Goods and may enter the Buyer's premises for this purpose.

(c) Until full payment is received, the Buyer holds the Goods as bailee for the Seller and a fiduciary relationship exists between the parties.

(d) If the Buyer resells the Goods, it must account to the Seller for the proceeds until full indebtedness is discharged.

9. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

(a) Terms used in this clause have the meanings given under the PPSA unless otherwise defined herein.

(b) The Buyer grants a security interest in the Goods and their proceeds to the Seller and consents to registration of financing statements.

(c) Each invoice issued by the Seller constitutes a Security Interest for the purposes of s20(1)(iii) of the PPSA.

(d) The Buyer acknowledges the Seller holds a Purchase Money Security Interest (PMSI).

(e) The following provisions of the PPSA are excluded: Sections 95, 96, 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143.

(f) The Buyer waives its right to receive verification statements under Section 157.

(g) Neither party shall disclose information under Section 275(1) without the other's written consent.

(h) The Buyer shall not allow third parties to register competing security interests without the Seller's consent.



(i) The Buyer must notify the Seller at least 10 days prior to changing corporate details (name, ABN, ACN, etc.).

(j) The Buyer shall ratify any actions taken by the Seller under this clause.

(k) The Buyer agrees to reimburse the Seller for any costs incurred in registering or maintaining security interests under this clause.

(l) This clause shall survive termination of the sale agreement to the extent permitted by law.

10. TERMINATION

The Seller may terminate the agreement immediately if the Buyer defaults on payment, enters bankruptcy, liquidation, or has a receiver appointed, or experiences similar financial difficulties. In the event of termination, the Buyer must immediately pay all outstanding amounts, and the Seller may recover possession of any Goods for which payment has not been received.

11. PRICING

The price for the Goods is as per the Seller's pricing list or quotation. Unless otherwise agreed, all prices are exclusive of Goods and Services Tax (GST), delivery costs, taxes, and other charges, which will be added to the invoice. The Seller will provide a tax invoice for all transactions, and GST will be calculated in accordance with the applicable tax laws. Payments must be made in full within the agreed payment terms. If the Buyer fails to make payment on time, the Seller reserves the right to charge a late fee of 10% of the overdue amount. The Seller also reserves the right to withhold delivery of further Goods until all outstanding payments are settled.