

## TERMS AND CONDITIONS

The following information relates to Blackburn Trailers Terms & Conditions of Sale for the purchase of new trailers. Please read and understand all the information carefully, and should you have any questions, please Contact Us. By purchasing Goods from Blackburn Trailers, you hereby agree to all Terms and Conditions of Sale as set out herein.

**Definitions:** Blackburn Trailers means "The MacGregor Family Trust" T/As Blackburn Trailers PTY LTD (ABN 84890099812)  
Customer(s) means you, the person, business or company who is purchasing Goods from Blackburn Trailers.  
Goods means trailers or any other accessory made by Blackburn Trailers for Customers.  
Due Date means the date Blackburn Trailers estimates to have the goods finished by.  
Delivery Date means the exact date that the trailer is completed, ready to be collected by the Customer.  
Services means the sale of Goods to Customers.  
Repairs means warranty work, or any work carried out under consumer law.  
Chassis refers to the base steel frame of the trailer only.  
Drawbar refers to the A frame steel out the front of the trailer only.  
Tax Invoice means the invoice or receipt made out to the Customer from Blackburn Trailers for the sale of Goods.

**Terms of Trade:** The Customer agrees to accept the Goods sold by Blackburn Trailers based on the Terms & Conditions set out in this document which excludes all other terms and Conditions (written on your order form or otherwise).

**Termination of Contract:** Blackburn Trailers reserves the right to terminate this contract at any time should a Customer go bankrupt, or into liquidation.

**Build Specifications and Description of Goods:** Blackburn Trailers uses your Tax Invoice as a work order to gather information about the Goods requirements and build specifications. The Customer agrees to accept the Goods sold by Blackburn Trailers based on the description and specifications set out on the Tax Invoice which excludes all other specifications and requirements (written or otherwise).

**Quotation of Goods or Services:** Any quote given by Blackburn Trailers is an estimation only and does not constitute an agreement of sale. Quotations are subject to change, alteration and withdrawal at any time.

**Deposits and Payment:** Blackburn Trailers require a 25% (twenty five percent) non-refundable deposit to secure your authorized order. Vans and custom trailers may require a larger deposit and progress payments which are arranged at time of sale. The remaining invoice balance is due upon collection of the Trailer. (Cheques not accepted). Blackburn Trailers will notify the customer by phone or email when the trailer is ready for collection. All Trailers must be collected within 5 (five) business days of completion unless authorized in writing by Blackburn Trailers. If the trailer is not collected within 5 (five) business days of completion, Blackburn Trailers reserves the right to sell the trailer to recover any loss or loss of profit. Storage fees apply at \$50 per day if the Customer fails to collect the trailer within 5 (five) business days without written consent by Blackburn Trailers.

**Alterations:** All alterations must be approved and signed off by Blackburn Trailers and the customer with any additional cost's added to the invoice.

**Cancellation of Orders:** No order will be cancelled without the consent of Blackburn Trailers in writing and will indemnify Blackburn Trailers from any loss or damage to the Customer what so ever. This includes "Change of Mind" which will result in loss of deposit.

**Returned Goods:** Blackburn Trailers shall be under no obligation to accept Goods returned unless accepted in writing by Blackburn Trailers.

**Retention of Title and Ownership:** Blackburn Trailers retains legal ownership of all goods until paid for in full. The Customer agrees that goods will be kept or resold by Blackburn Trailers if the Customer fails to make payment within 5 (five) business days of the Delivery Date.

**Due Dates:** All Due Dates are an estimate only and Blackburn Trailers shall not be liable for the late delivery or non-delivery of a trailer under any circumstances. Blackburn Trailers shall not be liable for any loss, loss of profit, loss of income, damage or delay to you or your customers as a result of late delivery or non-delivery of goods.

**Trailer Maintenance & Care:** Blackburn Trailers recommend that trailers be serviced every 12 months or 6 months for Commercial usage. (Blackburn Trailers can do this service.)

**Trailer Electrics:** All Blackburn Trailers are fitted with 12v LED lights and electrics and are not suitable for vehicles with 24v systems. If the Customers car is not set up for LED lights and incur flickering or pulsing lights, the problem must be rectified at the Customers expense.

**Electric Braked Trailers:** Blackburn Trailers electric braked trailers are set up to connect to a vehicle with an electric brake controller installed in it. Electric brakes are wired into pin 2 (live feed if required - black) and pin 5 (service brakes - blue). You agree that it is the Customers responsibility to have an electric brake controller installed in their vehicle at their own expense. All electric braked trailers are designed to suit 12-volt vehicles only. (Not 24 volt).

**Personal Property:** Any property belonging to the Customer under Blackburn Trailers custody shall be entirely at the customers risk in regards to damage or theft.

**Notification of Issues:** The Customer agrees to notify Blackburn Trailers in writing of any issues with the Goods within 7 days of receiving the Goods.

**Indemnification for loss or damage:** You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to the Services or Repairs, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors' fees of every kind and nature incurred by you or any third parties through you.

**Limitation of Liability:** We take no responsibility for the accuracy of any of the content or statements by staff or otherwise in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of Blackburn Trailers Structural Warranty\*. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of our Services.

**Warranty:**

1. All new trailers are covered by a \*Structural Warranty.
2. The Warranty entitles the original purchaser from the date of purchase and covers the chassis and drawbar only from fatigue and has a guarantee for a period of one (1) year domestic use, and six (6) months commercial use.
3. Blackburn Trailers retains the right to repair or replace any part covered, which in the opinion of the manufacturer is defective due to faulty material or workmanship, provided that the trailer has been operated in the correct procedure
4. All Warranty repairs must be performed during normal business hours at our premises 81-83 Canterbury Road Kilsyth Victoria 3137
5. Warranty repairs carried out in other locations require prior written authorization.
6. Unauthorized repairs are not covered under this Warranty.
7. The Customer will be responsible for paying all transport charges incurred in connection with the transportation of the trailer to and from Blackburn Trailers premises for warranty work.
8. This Warranty only covers a Trailer if it has been used and maintained correctly.
9. This Warranty does not apply to any trailer which has been:
  - a. subject to misuse, neglect, accident or alteration by any person.
  - b. damaged or destroyed by fire, flood, Act of God or other inevitable accident.
  - c. hired to any person or persons.
10. This Warranty does not cover:
  - a. any trailer parts or accessories that are not manufactured by Blackburn Trailers.
  - b. Paint, Rust, Wheels, Tyres and General consumables, e.g. bearings, brakes, lights and any other items deemed to be consumable.
  - c. All 3rd party parts or accessories are supplied with the Warranty terms & conditions and period provided by the manufacturer of any such parts or accessories. Those parts and accessories include but are not limited to: Jockey Wheels, Toolboxes, Canvas / PVC Covers, Camper Tents, Winches etc. Any issues with parts or accessories must be dealt with directly between the Customer and that specific parts or accessories manufacturer.
11. This Warranty is not offered on products sold at auction or as a demonstrator, factory seconds or on used products, unless with express written permission by Blackburn Trailers.

**Updates & Revisions:** Blackburn Trailers Terms and Conditions of Sale may change at any time without notice.

**Revision:** This current version of Blackburn Trailers Terms and Conditions of Sale is effective from 1/9/2018 at 12:00pm.