

TERMS & CONDITIONS

TRADING WITH DRIVELINE SERVICES AUSTRALIA PTY LTD

Pricing

1. Unless otherwise stated, prices are ex-warehouse. Transport charges are to be to the customer's account.
2. Where prices are not expressly agreed at the time of order the prices charged will be prices prevailing for that customer at the time of order.
3. All prices quoted are exclusive of GST unless otherwise expressly stated. GST will be due at the same time as payment for the goods or services is due.

Payments

4. Accounts are due and payable within 30 days of statement date.

Evidence of Amount Owning

5. A statement of account sent to the customer at the customer's latest address for notices advised to Driveline and sent in the usual manner for that customer shall be sufficient evidence of the amount due to Driveline by the customer.

Interest on Overdue Payments

6. Overdue payments shall, without prejudice to any other right or remedy:
 - (a) incur interest on monthly balances until paid at a rate of interest of 2 per cent per month calculated in advance on the first day of each month;
 - (b) may be recovered together with all interest as a liquidated debt in any court or tribunal of competent jurisdiction without setoff and irrespective of any claim that the customer may have against Driveline for any thing or matter related to the goods or services supplied under this contract.

Further Remedies for Late Payment

7. If the customer fails to make payment on the due date Driveline may, without prejudice to its other rights:
 - (a) suspend or cease deliveries of goods to the customer; and
 - (b) allocate any payment made by the customer firstly toward interest and thereafter to the oldest debt.

Passing of Risk and Title

8. Risk in the goods passes to the customer upon the earlier of:
 - (a) actual or constructive delivery of the goods to the customer; or
 - (b) collection of the goods from Driveline or any bailee or agent of Driveline by the customer's agent, carrier or courier.
9. Title to the goods passes to the customer upon the passing of risk under clause 8.

Freight and Insurance

10. If the customer requests the goods be dispatched by freight then Driveline will organise the carriage as agent for the customer. Delivery by Driveline to the freight company will result in the passing of risk to the customer under clause 8 with the effect that Driveline will not be responsible for loss or damage to the goods after possession passes to carrier. Charges for freight are payable by the customer.
11. The customer may organize and pay for any insurance of the goods it wishes but if the customer requests Driveline to arrange insurance then Driveline will do so as agent for the customer and in accordance with the terms then being offered by the freight company carrying the goods. Charges for insurance are payable by the customer.

Refund and Returns Policy

12. Please choose carefully. We do not give refunds if you change your mind or purchase the wrong goods.
13. If we do accept a return of goods where you change your mind or purchase the wrong goods then we will charge a restocking fee of 20% of the GST exclusive price of the goods. Acceptance of returns under this clause is at our discretion.
14. Where the goods contain faults, have been incorrectly described, are different from a sample shown to you or do not do what they are supposed to do you can choose between a refund, exchange or credit. You must present your receipt as proof of purchase to obtain a refund, exchange or credit.
15. No refund, exchange or credit will be considered unless the goods are in the original packaging and are undamaged, unused and returned to Driveline within 14 days of invoice.
16. Goods manufactured or adapted to special order are not subject to refund, exchange or credit.
17. All returns must be forwarded with freight prepaid to Driveline's premises.

Warranty

18. Driveline makes and sells a wide variety of products. Driveline's warranty on each product or class of product is published on its website at www.driveline.com.au/termsandconditions. The terms of warranty published at the date of order shall apply to the goods from the date of delivery and are subject to the conditions of warranty in clause 19. Apart from any consumer guarantees under the Australian Consumer Law all other warranties express or implied and whether arising by virtue of statute or otherwise are hereby excluded.
19. Conditions of Warranty
- (a) The product must be returned to Driveline with proof of purchase;
 - (b) The product must not have been tampered with in any way;
 - (c) Failure of the product must not be due to misuse, improper installation, or other abuse.
 - (d) Driveline will not be responsible for damage or loss caused during transportation.
 - (e) Examination and repair of any product not covered by warranty will be charged to the customer at Driveline's current hourly rate.

Qualified Exclusion

20. The law implies terms, conditions, warranties or guarantees ("prescribed terms") into contracts for the supply of goods and services and prohibits the exclusion, restriction or modification of certain terms, conditions, warranties or guarantees. Nothing in these terms and conditions is intended to exclude or restrict any non-excludable guarantee or warranty. Some prescribed terms permit a supplier to limit its liability for a breach of the prescribed terms. To the extent permitted by the prescribed terms:
- (a) the liability of Driveline in respect of a breach of a prescribed term relating to the products or any part of the products is limited at the option of Driveline to the replacement or repair of the products or any part thereof or payment of the cost of repairing or replacing the products or any part of the products;
 - (b) in these conditions the customer does not have under any circumstances any cause of action against or right to claim or recover from Driveline for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by:
 - i. any defect in material or workmanship or any other defect whatsoever or unsuitability for, any purpose of the products or any part of the products; or
 - ii. by default or negligence on the part of Driveline or of any employee, contractor or agent of Driveline or of any person for whom Driveline has legal responsibility relating to the supply of, or otherwise concerning the products or any part of the products.

Force Majeure

21. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Driveline or the customer either is unable to perform in whole or in part any obligation under this agreement that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not be liable to the other party to this agreement in respect of such inability.

Jurisdiction and Applicable Law

22. The parties agree that disputes between Driveline and the customer must be commenced in the courts and tribunals of Queensland or of the Commonwealth in its Brisbane registry and be determined in accordance with the laws applicable in the State of Queensland.

No Waiver

23. The failure of any party to enforce the provisions of this agreement or to exercise any rights expressed in this agreement is not be a waiver of such provisions or rights and does not affect the enforcement of this agreement.
24. The exercise by any party of any of its rights expressed in this agreement does not preclude or prejudice such party from exercising the same or any other rights it may have irrespective of any previous action taken by that party.

Notices

25. Any notice or demand to be given under or in relation to these Terms will be deemed to be duly given or made if it is in writing and in the case of the customer left or sent by prepaid post addressed to the customer at the customer's place of abode or business last known to Driveline or at the registered office of the customer being a company and in the case of Driveline if it is in writing and left at or sent by prepaid post to Driveline at its address set out in these Terms or at the registered office of Driveline. Any notice or demand sent by post will be deemed to have been received by the party to whom it is addressed on the day which in the normal course of post it would have been delivered. Where email has been the usual method of communication between the parties then notices may be sent by email.

Amendment of Terms of Trade

These terms of trade may be varied by Driveline from time to time and notice of the terms as varied will be published on Driveline's web site. Driveline must give notice of any variation to the customer not later than one calendar month before the variation takes effect and direct the customer's attention to the location on Driveline's web site where the varied terms may be viewed. Current terms and conditions may be viewed at www.driveline.com.au/termsandconditions