

## TERMS AND CONDITIONS.

**Agreement:** This document forms the Terms and Conditions and Warranty between the customer and **Swiftco Trailers Pty Ltd**, ABN **37 161 947 799** incorporating Swiftco Trailers and Swiftco Trailer Parts.

Whereas the term **'You'** and **"Your"** is used throughout this document, refers to any customer or potential customer of Swiftco Trailers and/or Swiftco Trailer parts.

Whereas Swiftco Trailers PL is used throughout this document refers to either Swiftco Trailers or Swiftco Trailer Parts, unless otherwise clearly stated within this document.

**Customer Acknowledgement:** Customer, acknowledges that if they are entering into a purchase with Swiftco Trailers PL, the full amount on the Swiftco Trailers PL invoice is due and payable, including GST and customer agrees to the item product/items listed on the invoice. Until full payment is received the product/items remains under full ownership of Swiftco Trailers PL.

**Deposits:** A minimum 10% deposit is required on acceptance of all invoices.

Once a deposit has been paid by customer, but customer wishes to cancel the customer forfeits 100% of the deposit amount if Swiftco Trailers PL have commenced production/shipped such product/item. If Swiftco Trailers have not commenced production you may be applicable to a 50% refund.

**Finance Deposit:** Any orders on invoices that do not get 'finance' or repayment plan approval through all applications, 100% of the deposit, minus administration costs, (if applicable) will be refunded within five business days.

**Payments:** The full balance of invoice and any add on items/products must be paid in full and receipted by Swiftco Trailers PL before collection of the product may occur. A credit card fee as stated on invoice is applicable on all payments made by credit card. This fee will be added to the total amount payable or balance due and payable by you.

### Payment methods:

Direct Deposit - **Check invoice for banking details**

Credit Cards - **Visa and Mastercard. Note 1.5% surcharge**

Cheque - **Product or goods cannot be released until clear funds received**

PayPal - **Swiftco Trailer Parts only**

**Shipping Fees:** If applicable, you agree to shipping/freight charges payable by you. These costs are variable depending on your location and delivery address. An estimate is provided and payable on your invoice however in the rare cases of freight being undercharged by Swiftco Trailers PL, you agree to pay to outstanding additional amount within five business days of the invoiced freight/shipping charges being emailed/mailed to you. If freight charges are less than on invoice, you may be eligible for credit.

**Freight, Shipping, Postage:** Swiftco Trailers PL is not liable for any loss, theft or damage to any goods or product in transit when shipping/freight has been organised by a third party.

**Quotes:** All quotes are valid for 5 days unless otherwise stated.

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**Debt Collection Fees:** Any expenses incurred by Swiftco Trailers PL in the pursuit of reclaiming monies owed, including external fees such as, but not limited to, solicitors, debt collection agencies, QCAT, filing fee, bailiff fees shall be paid by the customer to Swiftco Trailers PL on top of the invoiced amount owing. Interest may also be added to the outstanding amount after 14 days of amount originally due by customer to Swiftco Trailers PL.

**Ownership:** Once goods or products are placed in hands of freight or courier company, the ownership of product is transferred to the customer. Swiftco Trailers PL are not liable for loss, damage or any liability whatsoever once the product or goods leave the premises. This includes any products purchased via finance or payment companies whereby full funds are still forthcoming. The only exception to transfer of ownership is if goods or products are not paid in full and not being purchased via finance or payment company. In this case ownership remains with Swiftco Trailers PL until full funds are received by Swiftco Trailers PL.

**Delivery/production times:** Certain peak periods experienced by Swiftco Trailers PL may see wait time for production/manufacture of items/products up to 4 weeks. You will be notified if your product/item will be longer than this stated period.

**Refund Policy:** Refunds are only applicable under written consent by Director of Swiftco Trailers PL. Refunds will incur an administration fee of 10% and a restocking fee of 20%. If product/items has been used, products will be deemed as second hand and may not be eligible for a refund. Under acceptance of Director of Swiftco Trailers PL a refund may be approved with a cleaning fee of \$90 per hour.

**Display/Demonstration Model:** Display models are sold in an "as is" condition and come with a 6mth total warranty or as provided in writing by director of Swiftco Trailers PL.

**Liability:** Swiftco Trailers Pty Ltd accepts no liability if something goes wrong while using one of our products. We will honour our warranties and guarantees for our goods or products, but accept no responsibility for loss of/damage to business or personal/public/product/item injury.

**Sponsorship:** Any prizes donated or provided under sponsorship must be collected within 30 days, unless previously arranged in writing by Director of Swiftco Trailers PL. Any gift vouchers must be used by their expiry date. No refund provided on Gift Vouchers for voucher amount if full voucher amount not used.

**Privacy Policy:** At times and if applying for finance you acknowledge that your details provided to us will be provided to our Finance Broker. Swiftco Trailers PL comply with The Privacy Act of 1998. Your details provided to Swiftco Trailers PL is retained for warranty purposes and may be given to a third party to service such warranty repairs. By providing Swiftco Trailers PL with your details you agree to Swiftco Trailers PL, and our associated businesses contacting you from time to time in relation to your purchase, feedback, and referral and agree to your comments being used in our testimonies both on our website and via social media campaigns.

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**Returns:** A product/item/purchase deemed by Swiftco Trailers PL to be defective must be returned to Swiftco Trailers PL within **14 days** of the invoice date for a replacement product or refunded. A product/item/purchase incorrectly purchased by you, whereby a replacement product is requested by you, must be returned to Swiftco Trailers PL within 7 days of the invoice date for a replacement product. Non defective items will be applicable to a 10% restocking fee plus a 20% restocking fee. Swiftco Trailers PL will not refund the original shipping cost nor the handling fee incurred from the products return. If the purchase was made under a "FREE" shipping promotion, the replacement postage will not be applicable for the same free shipping cost. Swiftco Trailers PL maintains full discretion in decisions relating to a product fitness/ability for return.

No refund will be applicable to any open or used product, including any product/packaging tampering in anyway.

**Towing Capacity:** Each Swiftco trailer is applicable to a maximum towing capacity. It is your responsibility to ensure you tow under these conditions and weight as listed on the Compliance Plate on the trailer, including only towed by vehicle with correct braking requirements and towing capacity of make/model of towing vehicle.

**Registration:** It is your responsibility to ensure your trailer is, and is maintained under the correct registration code and state.

## WARRANTY AND LIMITATION OF LIABILITY

All items offered for sale on this site have been displayed with the pictures and text supplied by the manufacturer.

Whilst every effort is made to verify this information, mistakes can occur for which Swiftco Trailers Pty Ltd cannot accept any liability.

Swiftco Trailers Pty Ltd warrants that, subject to the limitations and exclusions as listed below, all Swiftco parts of our manufacture and/or assembly of our assembled trailers are free from defects in workmanship for a period of:

### Two Years

Fabricated steel components are warranted to be free of structural or welding defects for a period of two years of manufacture as listed on compliance plate.

### One Year

Hot dipped galvanized finish of each boat trailer surface is warranted against rust for one year from date of manufacture on the compliance plate. This also includes fabricated components manufactured by Swiftco Trailers PL. Cosmetic surface rust is not covered under warranty.

### Six months

General fitness warranty for a period of six months from date of manufacture on compliance plate applies to lighting, hydraulic breaking equipment, axle bearing (excluding water entry), seals, tyres (excluding normal wear and tear), springs, callipers, hubs, jockey wheels and surface finish of wheels. This warranty does not cover cosmetic appearance, white rust, natural oxidation of the galvanised surface, including cosmetic rust on painted powder coating or zinc coated surfaces, brake pads, brake cable, winch straps, bow, keel, wobble rollers, skids, rubber wheels, tyres, galvanising on moving components, such as springs, axles and other moving parts.

### Owners Responsibility

Your Swiftco Trailer must be maintained in accordance with our Maintenance Manual including servicing every 12 months; brakes and bearings service attention every six months. Refer to maintenance manual for full details to ensure your warranty is not void.

### Obligations

Warranty commences from the date of manufacture as listed on Compliance Plate. During the above stated warranty period, Swiftco Trailers PL will repair or replace defective parts with new or reconditioned parts without charge to you. This is only applicable if products have been used under specifications and maintained in accordance with Swiftco Trailers Maintenance Manual. All repairs/replacement parts under this warranty must be completed by an authorised Swiftco Trailers PL repair facility at the cost of transport worn by you.

Swiftco Trailers PL reserve the right to make design changes in trailers built and/or sold at any time without incurring any obligation to make the same or similar changes to trailers previously built and/or sold by them. Swiftco Trailers PL will not cover any claim arising from negligence, accidental, economic or consequential loss or damage to the owner or to a third party, loss of income or failure to perform recommended maintenance service.

## WARRANTY AND LIMITATION OF LIABILITY

The warranty, remedies and exclusions set forth below are exclusive and in lieu of all others, oral and written, expressed or implied. No reseller, agent or employee is authorised to make modifications, extensions or addition to this warranty.

### Warranty conditions

The above warranty is subject to the following conditions:

1. This warranty extends only to products distributed and/or sold by Swiftco Trailers PL
2. This warranty only covers normal use of the product and within guidelines of weight limitations or product use intended.
3. Product has been maintained in accordance with the Swiftco Maintenance Manual
4. You must retain your invoice to receive warranty of service
5. No warranty extension will be granted for any replacement part
6. All original parts replaced by Swiftco Trailers PL or its authorised service centre, become the property of Swiftco Trailers PL.
7. Any costs associated with transfer, transport or recovery of and products or goods or trailer or product including delivery to authorised Swiftco Trailers PL repair facility will be the responsibility of you.

### Warranty Exclusions

The following exclusions apply to a Swiftco Trailers warranty:

1. Any after market additions, alterations, or modifications in any manner
2. Swiftco Trailers PL is not liable for loss, cost, expense, inconvenience or damage that may result from use or inability to use their product. Under no circumstances shall Swiftco trailers be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the product.
3. Trailer, product or repair that has been involved in an accident, loaned to a third party, misuse, negligence, speed, abuse, storm, flood, hail damage and other acts of nature
4. Any unauthorised repairs made or attempted
5. Any heavy or overloads which exceeds the maximum towing conditions as stated on Compliance Plate
6. Any trailer damage or third party damage/injury caused by or a result of incorrect boat setup, not tying down boat effectively, luggage/goods inside or on boat/trailers.
7. Any damage caused to vessel, trailer, goods or property by incorrectly adjusted trailer or incorrect tow ball load, including any damage caused by securing a boat onto trailer by winch. (Winch is for pulling boat onto trailer, not suitable for securing a load)
8. Trailers that have been used for commercial or off-road use (unless trailer is stated as 'off-road' or 'commercial' on original invoice.)
9. Swiftco Trailers will not be liable for any appliance, persons, goods, boats or load carried on trailer or additional carry weight
10. Any rectification/modification/alteration or other work required to adhere to Local, State or Federal Legislation which occurs after manufacture and collection
11. Any consequential damage or repair work necessitated due to continued use or towing when damage has been noted by the user.
12. Trailers sold, transferred, leased to any other person than that listed on original invoice with original sale of the Swiftco Trailer
13. Any trailers that are used within a hire business or lease arrangements.
14. Any damages caused by external shipping/freight companies, including any delivery arranged by you.

**In the case of a suspected warranty claim, please first contact Swiftco Trailers Head Office**

11 Precision Drive, Molendinar, Queensland.

07 5618 8118 or for after hour enquiries 0419 665 720.

**We will direct you to the closest authorised Swiftco site.**