

Terms and Conditions

Welcome to Pod Camper Sales, a trading name of Clearview Trading Company Pty Ltd (ABN 42651201884). We own and operate two brands of slide-on campers, namely Luna Ute Pod and Luna Ute Camper. The following terms and conditions apply to the purchase and use of these campers and will be referred to as 'Camper' herein.”

1. Definitions

In these T+Cs

ACL means the Australian Consumer Law Schedule of the Competition and Consumer Act.

Customer means the Customer described in the Quote.

Deposit means the amount of money paid to Pod Camper Sales by the Customer as an initial payment to proceed with the manufacture and/or purchase of the Camper, or to arrange a production slot for the purpose of manufacturing at a later date.

Camper means the slide-on camper/camper trailers purchase by the Customer from Pod Camper Sales.

Goods means any Camper or any part of the camper or any other goods supplied to the Customer by Pod Camper Sales.

Contract means a contract arising in accordance with clause 2

Invoice means a tax invoice issued by Pod Camper Sales to the Customer specifying the Price and any ancillary costs payable by the Customer to Pod Camper Sales for the Goods.

Quotation means a quote submitted by Pod Camper Sales to the Customer specifying the Price.

Price means the price payable in respect of the Goods, as specified in the Quote or Invoice or both.

Signed Quote means a Quote that has been signed by the Customer and submitted to Pod Camper Sales for the purchase of Goods

Services means services provided by Pod Camper Sales to the Customer in relation to the Camper.

Warranty means the manufacturer's warranty, a copy of which is included with this document.

2. Basis of Agreement and Orders

2.1 Unless explicitly agreed to by Pod Camper Sales in writing, these T+C's shall exclusively govern the Contract, and no other terms, including those in the Customer's purchase conditions, can be modified or substituted.

- 2.2 The Customer's acceptance of these Terms is implied upon signing any contract (including a Quote), entering into an agreement with Pod Camper Sales, making the initial deposit, or taking delivery of the Goods supplied by Pod Camper Sales.
- 2.3 A contract for the manufacturing and supply of Goods, as described in the Quote, at the specified Price, and under these Terms, comes into effect when Pod Camper Sales receives a signed Quote and deposit.
- 2.4 In the event that a Contract originally initiated by Third-Party Sellers, such as Agents, Resellers, or Retailers not operating under the umbrella of Pod Camper Sales, cannot be executed for any reason, and the Quote is subsequently accepted and transferred to Pod Camper Sales, that Contract is not subject to any terms, conditions, offers, or warranties initially provided by the Third-Party Seller, unless those terms align with Pod Camper Sales standard terms.

3. Price

- 3.1 Unless otherwise specified in this Contract, the price quoted for the Camper Purchase Price and the services includes GST and any other taxes or duties imposed on or in relation to the Camper.
- 3.2 The Customer must pay the Price in the manner and on the due date set out in the Quote or the Invoice

3.3 Where there is any change in the costs incurred by Pod Camper Sales in relation to the Camper or services, Pod Camper Sales may vary its pricing to take account of any such change, by notifying the Customer.

4. Payment

4.1 Deposit

4.1.1 If the Quote includes provision for payment of a Deposit, then Pod Camper Sales is not required to commence work or supply any Goods until the Deposit has been paid in full; and

4.1.2 The Deposit is immediately released to Pod Camper Sales, and the Customer is not entitled to refund of the Deposit.

4.1.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared. Clearing time is 3 business days. This includes personal cheques and bank cheques.

4.2 Payment Default

If the Customer fails to make payment of any amount of the Price on the due date, then:

4.2.1 The Customer is liable to pay Pod Camper Sales interest at the Default Interest Rate of 6% per annum for the period from the due date until the date of payment in full;

4.2.2 The Customer may not set off against the Price any amounts due from Pod Camper Sales.

4.2.3 The Customer must indemnify Pod Camper Sales from, all costs and expenses (including legal costs) incurred by Pod Camper Sales resulting from the default or in taking action to enforce compliance with the Contract or to recover any sum due.

5. Retention of Title

5.1 The Customer recognizes and accepts that ownership and title to the Goods will not transfer to the Customer until Pod Camper Sales has received full payment for all outstanding amounts owed by the Customer.

5.2 The Customer also commits to promptly executing any additional documents and furnishing any necessary information as reasonably requested by Pod Camper Sales for the purpose of registering or delivering the goods.

6. Completion and Deliveries

6.1 Pod Camper Sales will make every reasonable effort to adhere to the Customer's specific delivery requests. In the event that alterations are introduced to the manufacturing processes or specifications of any Goods, the Customer is not entitled to cancel the entirety or a portion of an order or seek compensation if Pod Camper Sales is unable to meet its delivery requirements or if minor modifications are made to the Goods.

- 6.2 Completion and/or delivery dates and the Estimated Delivery Date specified by Pod Camper Sales are estimates only and are not a contractual commitment.
- 6.3 Pod Camper Sales will use its reasonable endeavours to meet the Estimated Delivery Date for delivery of the Camper but will not be held liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.
- 6.4 If Pod Camper Sales cannot complete the services by any estimated date, it will complete the services within a reasonable time.
- 6.5 Unless otherwise agreed in writing:
- (a) the Customer is responsible to arrange for the collection and transportation of the Camper;
 - (b) delivery of the Camper will be deemed to occur at the commencement of the loading or hitching of the Camper onto the Customer's transport/towing vehicle;
 - (c) the Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of collection of the Camper; and
 - (d) on and from the point of collection of the Camper, the Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third

parties, arising out of the use of possession of the Camper, unless recoverable from Pod Camper Sales on the failure of any statutory guarantee under the ACL.

7. Pre-delivery Inspection

The Customer is required to conduct an examination of the Camper upon the delivery to identify any deficiencies, damages, or deviations from the specifications outlined in the Contract.

In instances where Pod Camper Sales acknowledges shortages, claims for damaged Camper, or non-compliance Pod Camper Sales retains the discretion to choose among repairing the Camper or its components, replacing the component, or reimbursing the component's price.

8. Vehicle Compatibility and Weight Considerations

The Customer acknowledges the following:

- (a) Modifications and additions to the Camper will affect its weight.
- (b) Any weight specifications provided by Pod Camper Sales (except those stamped-on compliance plates) are approximations and may vary.
- (c) The Customer bears the sole responsibility to investigate whether their towing or carrying vehicle is compatible with the

Camper, considering potential deviations in the stamped and operational weights of both the towing or carrying vehicle and the Camper.

(d) Pod Camper Sales cannot be held responsible or liable for any discrepancies or inaccuracies in weight specifications.

(e) Pod Camper Sales bears no responsibility or liability for the Customer's towing or carrying activities.

9. Force Majeures

If for any reason beyond the control of Pod Camper Sales, including without limitation, strike, trade dispute, fire, flood, accident, tempest, death, war declared or undeclared, blockade, governmental or quasi-governmental restraint, unavailability of Goods, loss or destruction of the Goods, delays in transport or an act of God, an order cannot be filled at the time required by the Customer or at all, Pod Camper Sales is not required to supply the Goods to the extent and for the period that it is so unable to supply the Goods, and Pod Camper Sales is not liable to the Customer in respect of any inability on its part to perform its obligations.

10. Claims

10.1 The Customer is obligated to adhere to the terms outlined in the Warranty Policy. It is imperative that the Customer promptly informs Pod Camper Sales of any defects present in

the Goods. Moreover, the Customer must not undertake, or authorize the commencement of, any work or repairs without the explicit consent of Pod Camper Sales, especially when pursuing a warranty claim or asserting a claim under the Consumer Guarantees.

10.2 Pod Camper Sales is not under any obligation to honor the Warranty Policy for Goods manufactured by Pod Camper Sales but obtained through a third party, such as an Agent, Reseller, or Retailer. The responsibility for upholding the Warranty Policy for its specified duration rests with Pod Camper Sales who initiated the Quote with the customer. Even if the Third-Party Seller discontinues their operations, the responsibility for honoring the warranty policy for eligible customers within the designated time limits remains with the original Seller.

10.3 Pod Camper Sales is not compelled to recognize or fulfill any warranty claims made by customers who have not settled their entire outstanding balance for the purchase of Goods. This encompasses any unpaid balances incurred by the customer related to freight charges for the Goods, additional components provided or installed in the Goods, and the shipping of components associated with the Goods, as requested by the customer.

10.4 If the Goods initially purchased and received by the original Customer as stated in the Quote undergo a change in

ownership through sale, trade, or any other means, resulting in a new owner for the same Goods, the Goods are then categorized as "Used." Consequently, Pod Camper Sales is not obligated to fulfil any warranty obligations, even if the Goods are still within the eligible Time **Period (which spans 12 months from the date of Goods delivery)**. The Warranty exclusively extends to Goods under the ownership of the Customer as specified in the Quote.

11. Indemnity

The Customer consents to indemnify Pod Camper Sales against any liability, loss, claim, or expenses that may arise due to the Customer's violation of the Contract or their utilization of the Goods. This indemnification encompasses, without limitation, damages resulting from negligence, errors, omissions, or performance failures, whether or not attributed to any action taken by Pod Camper Sales or its agents.

12. Limitation of Liability

Pod Camper Sales shall not be held responsible for any indirect or consequential losses or expenses experienced by the Customer or any third party, regardless of the cause, encompassing, though not limited to, the loss of revenue, profits, business, or reputation, or any liabilities toward other parties, unless such loss, damage, or harm

arises from a breach of the Consumer Guarantees by Pod Camper Sales.

13. Dispute Resolution

13.1 If a dispute arises out of or relating to a Contract (a Dispute), either party may notify the other party of the nature and particulars of the Dispute, and the parties must, within 7 days of the delivery of such notice, commence discussions to attempt to resolve the Dispute in good faith, without the necessity of resorting to any formal proceedings.

13.2. If the Dispute is not resolved within the next 10 days, either party may refer the Dispute to mediation in accordance with, and subject to, the mediation rules of the Australian Commercial Disputes Centre (ACDC). The parties agree that they must bear the costs of mediation under this clause 11 equally.