

## **Terms and Conditions**

**Xtreme Fitness Australia Pty Ltd. Is referred to below as "XFA"**

### **1. Quotations.**

This quotation is valid for thirty (30) days after which is subject to change without notice. The prices quoted are based upon the cost and conditions prevailing, at the time of quoting. XFA will endeavour to supply in accordance with prices and conditions of the quotation, however prices quoted are subject to variation arising from changes of cost up to the time of delivery.

### **2. Acceptance.**

XFA shall not be bound by any items and/or conditions by the Buyer which differ from these herein.

### **3. Australian Goods and Services Tax (GST)**

GST is charged on all goods and services at the prevailing rate. GST is expressed as a separate amount on the quote.

### **4. Orders.**

After an order has been accepted by XFA such order shall not be subject to cancellation without the written consent of XFA.

### **5. Terms of Payment.**

This offer is tendered strictly on the basis of (50%) fifty percent deposit on order placement and balance by way of cash, EFT or cleared funds payment prior to delivery. If loan contract or lease or any other type of finance is to be arranged, it is the Buyers responsibility to ensure that arrangements are completed prior to delivery.

### **6. Transfer of Title.**

No property title nor interest in the goods in question shall pass until full payment is received by this company. Should payment be not forthcoming for whatever reason, XFA retains the right to take whatever action may be necessary to protect its interest, including recovery of the equipment into its possession.

### **7. Delivery, Title, Risk of Loss.**

- (a) XFA and the Buyer agree that the title of the products shall not pass to the Buyer until full payment for the purchase price of the products have been received by XFA.
- (b) If for any reason the Buyer fails to make payment to XFA for any amount of money due to XFA or if XFA has reasonable grounds to believe the products have been or will be destroyed, damaged, endangered or removed from the place of delivery whilst any amount of money is payable to XFA then without prejudice to any other rights of XFA, XFA may resume possession on the products and re-sell them without accounting to the buyer for all proceeds thereof.

- (c) The Buyer shall permit XFA (or its appointed agent or representative) to enter upon premise occupied by the Buyer at which the products are kept or stored or normally kept or stored to enable XFA to inspect the products and in accordance with sub-clause (b) hereof to remove the products from such premises. XFA shall not be liable for any damage or injury to the premises on which the products are stored unless such damage or injury is caused solely by the willful negligence of XFA, its servant or agents.
- (d) The production of copy of these Terms and Conditions and or notification of the ability to obtain these Terms and conditions shall constitute and evidence XFA's authority to enter any premises on which products are or may be stored at the discretion of XFA to remove such product thereof.
- (e) Delivery of the products and risk of loss shall pass to the buyer when the products reach the " place of delivery" specified on the XFA invoice, sales order or delivery docket.
- (f) Subjects to these terms and conditions, every reasonable endeavour will be made by XFA to have the products ready for delivery on or before the estimated delivery date set out but the readiness for delivery of the products by such date cannot be guaranteed and failure to have ready for delivery by such date shall not avoid or give a right to avoid the contract arising from acceptance by XFA of Buyers order or render XFA liable for damages. Without prejudice to the generality of the foregoing. XFA shall not be liable for any delays arising from strikes, lockouts, accidents, shortages, of materials or labour, shipping delays, wars or any causes beyond its control. Claims for damage or shortages must be made immediately upon receipt of products.
- (g) In cases where the XFA accepts responsibility for the delivery, the Buyer will be responsible for immediate examination of goods after arrival at destination. No claim for goods damaged in transit will be entertained unless made within three (3) days after arrival at destination. Every reasonable endeavour will be made by XFA to give delivery on or before the estimated delivery date, but delivery by such date cannot be guaranteed.
- (h) Warranties are subject to the individual product warranty conditions. No Warranty claim will be honored without verification of proof of purchase.