



## **TERMS AND CONDITIONS OF SUPPLY**

Thank you for choosing Caddy Storage Systems to provide for your vehicle storage solutions.  
The supply of goods and services by Caddy Storage to you is governed by these Terms and Conditions of Supply.

### **1. ORDERING**

- 1.1 All written quotations given to you by Caddy Storage are valid for thirty (30) days from the date of the quotation. You acknowledge and agree that you understand the contents of the written quotation, these Terms and Conditions of Supply and that all matters discussed between you and the Caddy Storage sales person that are relevant to the supply of goods and services to you have been accurately recorded in the quotation.
- 1.2 If you agree with the quotation you may place an order for goods and services in accordance with the instructions outlined in the quotation. If Caddy Storage accepts the order, you agree and authorise Caddy Storage supply the goods and services to you in accordance with the quotation and on these Terms and Conditions of Supply.
- 1.3 All products fitted into a vehicle will be fitted in a 'best fit' scenario decided by the fitting staff. Any specific measurements or specifications relating to the placement or construction of products specifically required by the customer must be specified at the time of the quotation and noted in writing on the quotation, or if there are amendments to the quotation they must be added to the quotation no less than seven (7) days prior to the job being started. All amendments to the quotation must be made in writing and signed by all parties. No responsibility is taken by Caddy Storage, its agents, brokers or motor dealers for information not supplied in writing by the end user or original quotation holder and the consequences of not having the specified information.
- 1.4 No penalties, refunds or discounts will apply to any Caddy Storage branch, agent, broker or motor dealership for noncompliance of the quotation by the customer; it is the responsibility of the customer to ensure all specific requirements for the quotation are in writing on the quotation and/or any technical drawings requested. Any changes or alterations (must be in writing) made to the quotation during the build process will incur extra charges for modifications. No responsibility will be taken by Caddy Storage, its agents, brokers or motor dealerships for time lost or late delivery due to noncompliance of the quotation conditions by the end user or original quotation holder.
- 1.5 Any penalties for noncompliance of time deadlines as per any tender document or tripartite agreements will be adhered to as per the legal agreement in that document. All tripartite agreements and contracts must be signed and witnessed by all three (3) parties before any commencement of contracts can begin.

### **2. PRICES, DEPOSITS & PAYMENTS**

- 2.1 The price for all goods and services supplied by Caddy Storage to you is the price set out in the quotation and includes GST unless stated otherwise.
- 2.2 If Caddy Storage has agreed to produce 'made to order' goods to your specifications, you must pay a 50% non-refundable deposit when Caddy Storage accepts your order.
- 2.3 Unless otherwise agreed by Caddy Storage, you must make full payment for the goods and services supplied to you before you remove your vehicle from Caddy Storage's premises. All products remain the property of Caddy Storage until goods are paid for in full. You must not withhold payment or make any deduction from the invoiced price or any amount owing to Caddy Storage without its prior written consent. Any discrepancy between the goods and services to be supplied under the quotation and the goods and services supplied which requires rectification will be rectified by Caddy Storage within a reasonable time.
- 2.4 Caddy Storage accepts bank cards, payment by EFTPOS and fleet cards, with the following surcharges. Caddy Storage does not accept American Express or Diners Card.
- Bank card / Visa / MasterCard – a surcharge of 1.2% of the total price may apply
  - EFTPOS – no extra charge
- 2.5 If you have a credit account with Caddy Storage, you must make full payment within 30 days from the end of the month which the invoice is dated, in which case you must pay by bank direct deposit, cash or cheque only.
- 2.6 Caddy Storage may charge you interest on any overdue amounts at the rate which is 3% per annum above the then current cash rate target of the Reserve Bank of Australia, calculated from the due date for payment until the day of full and final payment. Caddy Storage may charge up to a \$100 administration fee on any returned or dishonoured cheques.
- 2.7 By ordering goods and services from Caddy Storage, you agree to these Terms and Conditions of Supply (with or without signatures). Caddy Storage reserves the right to pass on any fees and charges related to the recovery costs of any debt collection agency or lawyer in recovering money owed to Caddy Storage or any of its branches.



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### **3. TITLE AND RISKS**

- 3.1 Notwithstanding delivery of the goods to you, title in the goods will not pass to you until you have paid all amounts owing to Caddy Storage and until all outstanding monies have been paid to Caddy Storage, Caddy Storage will be entitled, without the necessity of giving any notice, to remove (and where necessary disconnect) the goods from your vehicle.
- 3.2 You acknowledge that clause 3.1 creates a purchase money security interest in the goods which Caddy Storage is entitled to register as such under the *Personal Properties Securities Act 2009 (Cth) (PPSA)*. You waive your right to be provided with verification statements under s 157 of the PPSA. You and Caddy Storage agree that neither of us will disclose to any third person information referred to in section 275(1) of the PPSA and that this is a confidentiality agreement for the purposes of section 275(6) of the PPSA.
- 3.3 Risk of loss or damage to the goods will pass to you when your vehicle is made available to you at Caddy Storage's premises.

### **4. CANCELLATIONS**

- 4.1 Once accepted by Caddy Storage, you may only cancel an order by a request in writing sent via email to Caddy Storage to [info@caddystorage.com.au](mailto:info@caddystorage.com.au)
- 4.2 You agree to pay to Caddy Storage any product and material costs that Caddy Storage, in its sole discretion, considers it is unlikely to recoup as a result of your cancellation.
- 4.3 In the case of made to order goods, if you cancel the order after you have paid the deposit specified in clause 2.2, which is non-refundable, you may be required to pay a cancellation fee in addition to any amounts payable under clause 4.2.

### **5. CADDY REINFORCEMENT PLATE OPTION**

- 5.1 Caddy Storage manufactures a robust shelving system and brackets so the system can be securely fitted to your vehicle. Due to a number of reasons including vehicle wall thickness, the way the vehicle is driven, the roads on which the vehicle is driven, the weight that is carried in the shelving and the length or type of the vehicle in which the system has been fitted, the walls in your vehicle may not be strong enough to hold the shelving fitted by Caddy Storage. Whilst the brackets and shelving may not fail, the vehicle walls may receive extra stress. It is your responsibility to talk to the Caddy Storage sales staff about whether you should upgrade to Caddy Cantrail Strengthening Plates prior to placing our order with Caddy Storage.
- 5.2 To the extent permitted by law Caddy Storage is not liable for any personal injury or loss or damage to the goods, your vehicle, cargo or any other item or material supplied or installed by Caddy Storage which arises from or in connection with the vehicle walls not being strong enough to support the brackets and shelving supplied.

### **6. WARRANTY AND GUARANTEES**

- 6.1 You acknowledge and agree that any warranties provided by the manufacturer of your vehicle may be void as a result of Caddy Storage supplying goods and services with respect to your vehicle. It is your responsibility to verify this with the provider of such warranties. Caddy Storage will not be liable in any way for any claims or loss suffered in connection with any warranties provided by third parties which cease to be valid or enforceable as a result of Caddy Storage's supply of the goods and services under these Terms and Conditions of Supply.
- 6.2 **Glass breakage:** Caddy Storage Systems does not offer any warranty period relating to the breakage or scratching of glass on any of their own or supplied products. This period commences once the product has been collected by the customer or receipted by a 3<sup>rd</sup> party (ie. car dealership, freight company, car carrier etc.)
- 6.3 **Ute Canopies:** Your fiberglass canopy is guaranteed free from any defects due to faulty materials or workmanship. Your canopy is covered by Caddy Storage Systems for twelve months from the date of purchase and subject to normal conditions of use. This guarantee loses its validity if any modifications or work is carried out on the canopy or if the canopy is damaged during installation by anyone other than authorized dealers of Caddy Storage Systems, if the canopy is mistreated in any way or if the canopy is sold or transferred by the original retail purchaser. The warranty does not cover broken or scratched glass, scratching on the stem of the gas struts, twisted or bent gas struts, scratching or rusting after installation, loss, accident, crazing resulting from impact or damage due to fire or forces of nature and theft. Canopy exterior paint defects include paint runs, low gloss, overspray, waves, pin holes, tape marks, polishing and/or sanding marks and visibility of touch up and dust/dirt in the paint. Warranty does not cover damage to the paint from stone chips, hail/windstorm damage, chemical/industrial fallout, bird/animal droppings or any other environmental condition. Damage or wear and tear to the vehicle's paint finish caused by the canopy resting on the vehicle bed rails and from the canopy rear tailgate touching the vehicle tailgate are not warranted. In the event of any claim under this warranty we shall repair or replace the canopy or take corrective action at our option. In no case shall we accept any responsibility or liability for indirect or consequential loss or damage extending beyond the cost of repairing or replacing the canopy or any expense resulting from the transportation of the canopy to or from the place of repair.



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## **LIMITATION OF LIABILITY**

- 7.1 Nothing in these Terms and Conditions or the Express Warranty provided by Caddy Storage limits or excludes any terms, guarantees, warranties, representations or conditions implied or imposed by law which by law may not be limited or excluded. Subject to the foregoing, all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms and Conditions are excluded.
- 7.2 Where Caddy Storage is unable to exclude terms, guarantees, warranties, representations or conditions but is able to limit them, Caddy Storage limits its liability for any breach, at its option, to the repair or replacement of goods, or payment of the cost of repairing or replacing the goods or in the case of services, to supplying the services again or the cost of having the services supplied again.
- 7.3 To the extent permitted by law, Caddy Storage will not be liable for physical or financial injury, loss or damage (including consequential or indirect loss, loss of profit and loss of opportunity) arising out of the supply or use of the goods or services, however arising, including negligence, except as expressly provided in these Terms and Conditions of Supply.
- 7.4 Any vehicles left at Caddy Storage premises remain the sole responsibility of the customer and Caddy Storage shall not be liable for any loss or damage to any customers' vehicle by any cause while left on Caddy Storage premises.

## **FORCE MAJEURE**

- 8.1 Caddy Storage will not be liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay is due to any circumstance beyond the reasonable control of Caddy Storage.
- 8.2 If Caddy Storage is delayed from performing its obligations due to such a circumstance for a period of at least 3 months, Caddy Storage may terminate its agreement with you by giving you 5 business days' written notice.

## **GENERAL**

- 9.1 In these Terms and Conditions, unless the contrary intention appears:
- a) a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;
  - b) a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;
  - c) the word "including" and similar expressions are not words of limitation;
  - d) a reference to conduct includes any omission and any statement or undertaking, whether or not in writing; and
  - e) where an act is to be performed on a day that is not a business day, the act will be required to be performed on the following business day.
- 9.2 Any notice in connection with these Terms and Conditions will be deemed to have been duly given when made in writing and delivered or sent by facsimile or post to the party to whom such notice is intended to be given, at the address or facsimile number of that party in the Terms and Conditions or to such other address or facsimile number as may from time to time be notified in writing to the other party.
- 9.3 If any provision of these Terms and Conditions is invalid, illegal or unenforceable, these Terms and Conditions take effect (where possible) as if they did not include that provision.
- 9.4 Any failure by a party to insist upon strict performance by the other of any provision in these Terms and Conditions will not be taken to be a waiver of any existing or future rights in relation to the provision.
- 9.5 These Terms and Conditions (together with the quotation) contain the entire agreement of the parties with respect to its subject matter and may only be amended in writing signed by authorised representatives of both parties. For the avoidance of doubt, no terms and conditions printed on or referred to in your offer to purchase or order will be binding on Caddy Storage or have any legal effect unless expressly agreed to in writing by Caddy Storage.

## **PRODUCT MAINTENANCE**

- 10.1 Upon receiving your vehicle, regular checking of products installed must be maintained to ensure all fasteners are tightened. It is recommended that a monthly examination be carried out on all fasteners on roof racks, ute canopies and all other relevant products fitted by Caddy Storage.

Monthly examinations on rear steps and rear steps with towbars should include;

- A general check and tightening of all fasteners if necessary
- Inspecting all metal surfaces including the mounting bracket and looking for any cracks or signs of metal fatigue
- Inspecting the overall condition of the towbar; if it is showing rust and/or dirt, it may have been overloaded (do not exceed the towbar/vehicle load capacity)
- Inspecting vehicle manufacturers metal around mounting plates for any cracks or fatigue; at the sight of evident damage, contact Caddy Storage



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11. **VEHICLE LOADING**

Your shelving and vehicle accessories that have been fitted to your vehicle by Caddy Storage will increase the tare mass of your vehicle. We suggest you re-weigh your vehicle with these fittings to obtain a revised tare mass. The gross vehicle mass of your vehicle is recorded on the vehicle's compliance plate or is available from the vehicle manufacturer. The difference between these weights (GVM - revised tare) is the maximum vehicle load and should not be exceeded. You must allow for the weight of fuel and all occupants within this maximum vehicle load and load your vehicle appropriately.

It is the responsibility of the drivers and / or the company they are employed with to ensure they do not overload their vehicle.



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## **LIMITED EXPRESS WARRANTY**

This warranty is given by:

**Caddy Storage Systems** (ABN 28 381 038 644)

● **Head office – Sydney NSW**

**Address:** 4-8 Gate Road, Blacktown, NSW 2148

**Tel:** (02) 9831 2878

**Email:** info@caddystorage.com.au

● **Melbourne VIC**

**Address:** 7 Norwest Avenue, Laverton North, VIC 3026

**Tel:** (03) 9369 9799

**Email:** melbourne@caddystorage.com.au

● **Brisbane QLD**

**Address:** 49 Corymbia Place, Parkinson, QLD 4115

**Tel:** (07) 3800 9222

**Email:** brisbane@caddystorage.com.au

● **Perth WA**

**Address:** 57 Mordaunt Circuit, Canning Vale, WA 6155

**Tel:** (08) 9256 3309

**Email:** wa@caddystorage.com.au

in relation to the goods and services provided to you by Caddy Storage.

To be able to make a claim under this warranty you must be the original customer and the person who owned the vehicle at the time Caddy Storage performed services or installed the goods in relation to which you are making a claim under this warranty.

The benefits given by each warranty set out in this document are in addition to any other rights and remedies you may have under a law in relation to the services or goods to which the warranty relates.

### **GENERAL**

This warranty is valid to the original customer of Caddy Storage as the owner of the vehicle at the time Caddy Storage supplied the services or goods.

You are not entitled to make a claim under this warranty if any work, not authorised by Caddy Storage, has been carried out on the goods supplied by Caddy Storage, or on any part of the vehicle which affects the goods supplied by Caddy Storage.

Unless otherwise stated you will bear the cost of claiming the warranty.

All work carried out under a claim made by you under this warranty must be carried out by Caddy Storage or its authorised representatives at their respective premises only.

### **WHAT THIS WARRANTY COVERS**

This warranty covers the goods and services provided by Caddy Storage as follows:

#### **SERVICES**

In respect of services supplied by Caddy Storage, this warranty applies to any defects in workmanship that appear within 12 months from the date the service was supplied by Caddy Storage. Caddy Storage will repair any defect within a reasonable time of receiving a valid warranty claim and the vehicle being taken by you to the appropriate Caddy Storage premises. Caddy Storage will pay for the supply of the services but you will have to pay all other costs including delivery and pick up of the vehicle to and from the appropriate Caddy Storage premises.



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### **CADDY STORAGE MANUFACTURED GOODS**

In respect of goods manufactured by Caddy Storage, this warranty applies to any defects in workmanship or materials that appear within two (2) years from the date of purchase. Caddy Storage may repair or replace the defective product or part within a reasonable time of receiving a valid warranty claim and the vehicle being taken by you to the appropriate Caddy Storage premises. Caddy Storage may pay for the repair or replacement of the product or part and labour for the repair or replacement but you will have to pay all other costs including delivery and pick up of the vehicle to and from the appropriate Caddy Storage premises.

### **THIRD PARTY MANUFACTURED GOODS**

In respect of goods manufactured by a third party supplied by Caddy Storage, this warranty applies to any defects in workmanship or materials that appear either within two (2) years from the date the goods were supplied by Caddy Storage or within the period specified in an original manufacturer's express warranty, whichever is the lesser. If the defect in the goods is covered by the original manufacturer's express warranty, Caddy Storage, will arrange for repair or replacement under that warranty or, may at its discretion, repair or replace the defective product or part. If the defect is not covered by an original manufacturer's express warranty Caddy Storage may elect, entirely at its discretion, to repair or replace the defective product or part. Caddy Storage will arrange for the repair or replacement to occur within a reasonable time of receiving a valid warranty claim and the vehicle being taken by you to the appropriate Caddy Storage premises. Caddy Storage will pay for the repair or replacement of the product or part and labour for the repair or replacement but you will have to pay all other costs including delivery and pick up of the vehicle to and from the appropriate Caddy Storage premises.

### **HOW TO MAKE A CLAIM UNDER YOUR WARRANTY**

If you want to make a claim under your warranty please contact us by sending an email or a pre-paid letter using the appropriate contact details listed on page four (4) of this document. Please include your full name and address and the details of the defect in relation to which you make your claim.

Caddy Storage will inform you of the appropriate Caddy Storage premises to take your vehicle to and will arrange a suitable time for the performance of the work under this warranty.

### **HOW TO CLAIM COSTS INCURRED**

Unless otherwise stated in this document, you will bear the cost of claiming under these warranties. If Caddy Storage is obliged to or has agreed to pay for costs incurred by you for a claim made under this warranty, you must obtain from Caddy Storage an order number for the work to be performed under this warranty before that work is performed. Once you have paid for the work, please send your receipt as proof of payment of these costs to our appropriate office above and Caddy Storage will reimburse to you the costs incurred.

### **ADDITIONAL LIMITATIONS, EXCLUSIONS AND REQUIREMENTS**

It is your responsibility to check and if necessary, tighten fittings on your vehicle every month. This applies to internal and external fittings and it is especially important for external fittings such as front bars, rear bars, roof racks, ute canopies etc.

This warranty does not extend to:

- any defect caused by normal wear and tear or incidental or inconsequential damage;
- any damage to any part of the customer's vehicle to which an attachment is made by Caddy Storage;
- the cost of taking the vehicle to and picking the vehicle up from the Caddy Storage premises at which the work under this warranty will be performed;
- loss of income, or use or enjoyment of the goods or the vehicle arising from the defect, or whilst the work under this warranty is being performed;
- any defect caused by misuse, overloading, negligence or other abuse of the vehicle by the customer, including any defect caused or contributed to by use with, storage on or application to the goods of any abrasive, acidic, corrosive, toxic or otherwise damaging chemicals or other materials;
- any defect caused by a failure to check and if necessary, tighten fittings on all internal and external items on your vehicle every month;
- damage arising from the defect caused to your vehicle, cargo or any other party or property;
- any defect which would have been avoided by installation of a Caddy reinforcement plate option; or
- loss or damage to any vehicle left by customer at Caddy Storage's premises for the performance of work under a claim under this warranty

**Internal scratches:** For any valid warranty claim with respect to internal scratches to the vehicle, to obtain repair you will need to supply to Caddy Storage the vehicle touch up paint that was provided with your vehicle.