



FACTORY 40/22 DUNN CRESCENT DANDENONG SOUTH, VICTORIA, 3175, AUSTRALIA

MOBILE: 0407 951 990

TERMS AND CONDITIONS

In these terms and conditions, “we” “us” and “our” refers to RP Motorsport Developments Pty Ltd or Racing Shocks Australia. Your access to and use of all information on this website or provided over the phone, including purchase of our product/s or services is provided subject to the following terms and conditions. The information is intended for residents of Australia only.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

We may refuse to service any vehicle and part or assembly if we feel we are unable to assist the owner of the vehicle, the client has defaulted or paid previous invoices late, has shown any acts of violence towards any employees, sponsors, suppliers or other customers of RP Motorsport Developments/Racing Shocks Australia or is involved in any criminal activity we feel may damage the credentials of our business becoming associated with them.

Our Website Services

Our services are provided to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.

2. All prices are in Australian Dollars (AUD) & are exclusive of GST. We endeavor to ensure that our price list is current. Our price list can be accessed from our page www.rpmotorsportdevelopments.com.au/motorsport-products and we reserve the right to amend our prices at any time. If you have placed an order and we do not have enough stock to complete your order, we undertake to fulfil your order at the price listed at the time you ordered or offer a refund for out of stock items.

Workshop Service Description

3. For work that requires orders of specific components, a minimum 50% deposit is required to purchase items that range in cost from AUD\$1000.00 to AUD\$15,000.00. For orders over \$15,000.00, full payment will be required. If stock market volatility exists which could effect the currency exchange rate, we may ask you to pay 100% up front to minimize losses

4. Any outstanding balance must be paid on before pickup/delivery or at the completion of fitment of the components if the deposit agreed is below 100%. The estimated time of delivery will be advised at the time of order. For overseas purchases, delivery can be expected to vary from 2 weeks for items in stock up to 10 weeks for custom/one off specific orders. Once the parts/order has arrived, the customer has up to 14 days to pay the balance for the parts. Failure to pay the balance may incur a loss of the deposit & loss of goods which will be sold on to another buyer to recoup the investment we have made in purchasing the stock. The customer will be notified in writing before proceeding with the resale of the items.

5. Long term projects will require a signed agreement which will confirm the amount of payment required every 2 weeks & must be paid with-in 7 days of the date of the invoice. The invoice will advise the parts installed & work completed. Failure to make periodic payments will cause work to cease on the project until payments have been made. Extended non-payment periods could incur interest on expenses of up to 10% pa or equal to fees incurred by us that have been passed on by our finance company for any outstanding amount. Additional fees for storage of the vehicle at our premises will also be passed onto the customer.



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6. The labour charge rate varies dependent on the type of work required to be performed due to the various levels of equipment that are required to be utilized. A written estimation can be provided at the customer's request before proceeding with the work. This is valid for 30 days from the date of the estimation. If the exchange rate fluctuates by more than 5% within this 30-day period, a new estimate will be required before accepting payment within the 30 day period.

7. It is the client's responsibility to ensure the vehicle is covered by their own insurance while at our premises. RP Motorsport Developments/Racing Shocks Australia will not be liable for any damage on the vehicle or vehicles during its time at its premises. Any vehicles left at the premises are left at the customers own risk.

8. The services the workshop offers are dedicated to motorsport. The customer hereby releases RP Motorsport Developments/Racing Shocks Australia from all liability in respect of repairs, maintenance or advice to the customers vehicle. The customer also acknowledges the consequences of such repairs or maintenance whether unforeseen or otherwise, agree to indemnify RP Motorsport Developments from any claim of whatsoever nature by any third party arising from the use of the motor vehicle. The customer acknowledges that motorsport is an inherently dangerous pursuit.

Product Descriptions

9. We strive to ensure that our products are described as accurately as possible on our website, however we do not warrant that the description is accurate. Where we become aware of any mis-description, we reserve the right to correct any error or omission.

10. Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour nor that any given image will reflect or portray the full design or options relating to that product.

Product Orders

11. Our products are for sale to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.

12. We supply and dispatch our products to customers within Australia only unless prior arrangements have been communicated with directly to people living overseas via the phone

13. We endeavor to ensure that our product list is current however we give no undertaking as to the availability of any product advertised on our website.

14. All prices are in Australian Dollars (AUD) and are exclusive of GST. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time. Any quotes/estimates provided by email or phone is valid only for 7 days.

15. Packaging and postage are an additional charge, calculated at time of purchase.

16. When you order from us, we require you to provide your name, address for delivery, your email address, telephone contact and credit card details. We undertake to take due care with this information; however, in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.



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17. We undertake to accept or reject your order within 5 days. If we have not responded to you within 5 days, your offer is deemed to be rejected. We are not required to give reasons for rejecting your offer to purchase however the most likely reason for rejecting your offer will be that we do not currently have that product in stock.

18. Delivery of your ordered product/s will be as set out on our website. Title in the goods passes to you when we have received payment. Our terms of payment are set out on the order page.

19. All risk of loss or damage to the goods passes to you when we dispatch the goods.

20. All products, if found to be defective or at fault, they will be repaired or replaced as per the manufacturer's terms & conditions of sale & use. A copy of the terms & conditions of the product manufacturers will be supplied with every purchase, which varies according to the manufacturer of the product.

Payments Accepted

21. Payments are accepted online via Eway, Paypal, Afterpay or direct bank transfer. All payment made by Eway & Paypal will incur an additional fee which will be advertised on check out & is equal to the charge that is incurred by us.

22. Credit cards will also be accepted on the premises when the card has been presented by the customer. No payments will be accepted over the phone.

23. Costs incurred by us will be passed on equally over the monthly payment instalments if using a finance option. We have no bearing on the final outcome of acceptance of the finance.

24. The minimum advertised purchase price is regulated by our suppliers for our products we are authorized to sell. However, we may be able to offer discounts for products sold if paid in full in advance for orders that require to arrive from overseas manufacturers if deposited directly to our bank account to reduce the risk of exchange rate fluctuations.

Order Cancellation Due to Error

25. Where a product has been listed at the incorrect price or with incorrect descriptive information or image due to typographical error or similar oversight, we reserve the right to cancel a transaction. Where your credit card has been charged, we will immediately refund your credit card for the total amount debited.

Product Returns

26. We undertake to replace any product delivered to you that is faulty or is in a damaged condition. If you wish to return a faulty or damaged product, you must notify us through our designated "contact us" webpage where we set out our requirements relating to return of such goods.

27. If we are unable at the time of return to replace or exchange returned goods, we undertake to reimburse your credit card for the amount initially debited for the purchase including packaging and postage charges.



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28. All products sold may be returned within 30 days of the original sale date as per item #26. A minimum 20% re-stocking fee will be removed from the total amount to be refunded or credited, whether the item has been used or not. The product must be returned to us in the original box with the original paperwork & everything must be undamaged.

Special order items that are required to be obtained from overseas suppliers may not be refundable.

Site Access

29. When you visit our website, we give you a limited license to access and use our information for personal use.

30. You are permitted to download a copy of the information on this website to your computer for your personal use only if you do not delete or change any copyright symbol, trademark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

31. Except as permitted under the *Copyright Act 1968* (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.

32. The license to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The license also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

33. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

34. Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

35. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a license to use those materials.

36. All trademarks, brands and logos generally identified either with the symbol's TM or ® which are used on this website are either owned by us or we have a license to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Disclaimers

37. Whilst we have taken all due care in providing the information on our website, we do not provide any warranty either express or implied including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.



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38. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.

39. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

Statutory Guarantees and Warranties to Consumers

40. Schedule 2 of the Competition and Consumer Act 2010 (“C&C Act”) defines a consumer. Under the C&C Act we are a supplier of either goods or services or both to you, and as a consumer the C&C Act gives you statutory guarantees. Attached to the Standard Terms and Conditions are:

- (i) Schedule 2 of the C&C Act; and
- (ii) those statutory guarantees, all of which are given by us to you if you are a consumer

41. If you are a consumer within the meaning of Schedule 2 of the C&C Act of our goods or services then we give you a warranty that at the time of supply of those goods or services to you, if they are defective then: -

- (i) We will repair or replace the goods or any part of them that is defective; or
- (ii) Provide again or rectify any services or part of them that are defective; or
- (iii) Wholly or partly recompense you if they are defective

42. As a consumer under the C&C Act you may be entitled to receive from us notices under Schedule 2 section 103 of the C&C Act. In that regard: - (i) If you are a consumer within the meaning of Schedule 2 of the C&C Act and the goods or services, we are providing relate to the repair of consumer goods then we will give you any notice which we are obliged to give you under Schedule 2 section 103 of the C&C Act.

(ii) If we are a repairer of goods capable of retaining user-generated data, then we hereby give you notice that the repair of those goods may result in the loss of the data.

(iii) If we are a repairer and our practice is to supply refurbished goods as an alternative to repairing your defective goods or to use refurbished parts in the repair, then we give you notice that the goods presented by you to us for repair may be replaced by refurbished goods of the same type rather than being repaired. We also give you notice that we may use in the repair of your goods, refurbished parts.

43. If you are not a consumer within the meaning of Schedule 2 of the C&C Act, then this clause applies to you. If you are a consumer within the meaning of the C&C Act, then this clause has no effect whatsoever to in any way limit our liability or your rights. If you are not a consumer: -

(i) To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.

(ii) We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.

(iii) We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.



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(iv) We do not participate in any way in the transactions between our users.

Limitation of Liability

Indemnity

44. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website

45. If the customer attends the workshop, they must adhere to all safety signs & must not enter restricted areas unless accompanied by a member of RP Motorsport Developments/Racing Shocks Australia.

Force Majeure

46. If a Force Majeure event causing delay continues for more than 30, we may terminate this Agreement by giving at least 7 Notice to you. "Force Majeure" means any act, circumstance or omission over which we could not reasonably have exercised control.

Jurisdiction

47. These terms and conditions are to be governed by and construed in accordance with the laws of Victoria and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Victoria and you agree to submit to the jurisdiction of those Courts.

48. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

49. We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

50. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

If you have any queries or complaints about our Terms & Conditions, please contact us at:
RP Motorsport Developments P/L/Racing Shocks Australia 0407951990



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