

**PERFECTUNE ENGINEERING
YELLA TERRA PTY.LTD.
A.C.N. 109 863 756**

TERMS AND CONDITIONS OF SALE - AUSTRALIA

1. Contracts of Sale

- 1.1** These Terms and Conditions of Sale (Terms) shall apply to and form part of any contracts of sale for the supply of any or all goods, products, materials and related services (Goods) by the purchaser Yella Terra Pty Ltd as trustee for The Yella Terra Unit Trust trading as Perfectune Engineering Yella Terra Pty Ltd A.C.N. 109 863 756 and any related body corporate of Perfectune Engineering Yella Terra Pty Ltd within the meaning of section 50 of the Corporation Law.

2. Quotations, Prices, Orders and Specifications

- 2.1** Any quotation(s) given by Perfectune Engineering Yella Terra P/L to the Purchaser shall constitute an offer To Sell goods to the purchaser.
- 2.2** Prices given in any quotation by Perfectune Engineering Yella Terra P/L are applicable to that quotation only and will not apply in other instance and will not include the cost of the delivery of the Goods, including but not limited to costs incurred by Perfectune Engineering Yella Terra P/L arising out of a late notification by the Purchaser of a change to an agreed delivery point, unless otherwise specified in the quotation.
- 2.3** Quotations and prices are valid for a period of thirty (30) days from the date of issue by Perfectune Engineering Yella Terra P/L or as otherwise specified in the quotation.
- 2.4** The price of the Goods will be the current price determined by Perfectune Engineering Yella Terra P/L at the time of delivery and may be subject to a variation due to change in rates for ocean freight and exchange rates. The price will be exclusive of all applicable taxes and charges, unless otherwise stated or agreed between Perfectune Engineering Yella Terra P/L and the Purchaser. The Purchaser shall be liable for all excise, sales, Goods and Services Tax (GST) or any other tax, charge or government impost (domestic or foreign) imposed upon the Goods or any part of the Goods, or upon the manufacture, use, sale or delivery of the Goods which shall be in addition to the purchase price. The Purchaser must pay the GST at the same time as payment for the goods is made.
- 2.5** Any order(s) must be clearly communicated by the Purchaser to Perfectune Engineering Yella Terra P/L quoting an order number, full description of the Goods to be purchased (including, as the case requires, lengths, weights and dimensions using conventional units of measurements) and the delivery time and address. Reference to a Perfectune Engineering Yella Terra P/L quotation number to the Purchaser must be made if a quotation was provided by Perfectune Engineering Yella Terra P/L.
- 2.6** These Terms apply to the Purchaser and Perfectune Engineering Yella Terra P/L in respect of Goods ordered by the Purchaser and any terms and conditions set out in the Purchaser's order deviating from or are inconsistent with these Terms will not bind Perfectune Engineering Yella Terra P/L including any statement by the Purchaser in its order that its terms and conditions shall prevail over these Terms.
- 2.7** If the Purchaser's order refers to a specification of the Purchaser then the Purchaser must deliver such specification to Perfectune Engineering Yella Terra P/L without charge. The Purchaser represents and warrants to Perfectune Engineering Yella Terra P/L that any such specification does not, and any Goods produced by Perfectune Engineering Yella Terra P/L pursuant to such specification, will not breach or in any way infringe upon the rights or intellectual property of any third party including, without limitation, patent, design, copyright or other intellectual property rights.
- 2.8** The Purchaser may not cancel an order for Goods without the prior consent of Perfectune Engineering Yella Terra P/L.
- 2.9** If the Purchaser repudiates a contract in force between Perfectune Engineering Yella Terra P/L and the Purchaser on the terms of these Terms or refuses to accept delivery for any or all of the Goods other than on circumstances permitted under these Terms or if Perfectune Engineering Yella Terra P/L terminates any contract in force between it and the Purchaser on the Terms pursuant to Clause 11 then the Purchaser will be liable for any loss or damage suffered by Perfectune Engineering Yella Terra P/L whether directly or indirectly in relation to the repudiation by the Purchaser. In the case of Goods produced to the Purchaser's specification or which are in the process of being produced the Purchaser must pay to Perfectune Engineering Yella Terra P/L as liquidated damages the full contract price and any costs included by Perfectune Engineering Yella Terra P/L less the current scrap value of the Goods (if applicable) as determined by Perfectune Engineering Yella Terra P/L.

3. Payment

- 3.1 The extension of credit to the Purchaser by Perfectune Engineering Yella Terra P/L shall be at its sole discretion and, where extended, unless otherwise advised in writing by Perfectune Engineering Yella Terra P/L, the Purchaser must make payment in full within thirty (30) days at the end of the month in which the delivery of the Goods occurs or as otherwise specified in Perfectune Engineering Yella Terra P/L invoice.
- 3.2 Without in any way limiting the right of Perfectune Engineering Yella Terra P/L to require payment in full by the due date, Perfectune Engineering Yella Terra P/L may in its sole discretion charge interest on overdue accounts at the rate of 3.5% per amounts in excess of 60 days.
- 3.3 Payments made by credit card may be subject to a surcharge.
- 3.4 In order to assess the Purchaser's credit worthiness, the Purchaser agrees that - Perfectune Engineering Yella Terra P/L shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Purchaser.
- 3.5 Time is of the essence for payment.

4. Delivery

- 4.1 Unless otherwise agreed in writing, Perfectune Engineering Yella Terra P/L shall arrange for delivery of the Goods to the Purchaser's nominated delivery point during working hours.
- 4.2 Perfectune Engineering Yella Terra P/L reserves the right to arrange transport of the Goods by any means in its absolute discretion.
- 4.3 At all times the Purchaser must sign the delivery docket as confirmation of receipt of goods and provide the signed delivery docket to the carrier representing Perfectune Engineering Yella Terra P/L.
- 4.4 Perfectune Engineering Yella Terra P/L is deemed to have affected delivery of the Goods when they are made available for unloading at the Purchaser's nominated delivery point.
- 4.5 The Purchaser is responsible for unloading the Goods from Perfectune Engineering Yella Terra P/L delivery vehicle or the vehicle procured by Perfectune Engineering Yella Terra P/L for delivery.
- 4.6 If the Goods are to be collected by the Purchaser from the premises of Perfectune Engineering Yella Terra P/L, delivery occurs when the Goods are loaded on the Purchaser's vehicle.
- 4.7 Perfectune Engineering Yella Terra P/L is not liable for any claims for non-fulfilment or late delivery of Goods or of any loss or damage (including consequential loss or damage suffered by the Purchaser arising whether directly or indirectly out of delay in delivery or failure to deliver due to circumstances beyond reasonable control of Perfectune Engineering Yella Terra P/L and the Purchaser shall accept and pay for Goods notwithstanding late delivery.
- 4.8 The Purchaser shall in its purchase order, advise Perfectune Engineering Yella Terra P/L of the nominated delivery point and required delivery time.
- 4.9 Unless otherwise agreed by the Purchaser and Perfectune Engineering Yella Terra P/L, Perfectune Engineering Yella Terra P/L shall be entitled to deliver the Goods in one or more lots. Where delivery of the Goods is affected by way of part delivery, Perfectune Engineering Yella Terra P/L shall be entitled to invoice the Purchaser for pro-rata progress in respect thereof.
- 4.10 Where the Purchaser's order requires the Goods to be delivered by instalment then a separate contract arises on the subject to the provisions of these Terms in relation to each instalment. If Perfectune Engineering Yella Terra P/L fails to deliver an instalment of Goods on time, or at all, the Purchaser must not and is not entitled to terminate any other contract in force between Perfectune Engineering Yella Terra P/L and the Purchaser for the sale or supply of Goods.
- 4.11 In the event the Purchaser is unable to accept the Delivery of Goods, Perfectune Engineering Yella Terra P/L shall be deemed to have delivered the Goods in accordance with these Terms and the Goods shall be at the Purchaser's risk from the time when the Goods have been loaded onto the Purchaser's collecting vehicle or made available for unloading at the Purchaser's nominated delivery point or as the case may require.

5. Additional Charges

- 5.1 Perfectune Engineering Yella Terra P/L reserves the right to charge for any costs, charges or expenses whatsoever that it may incur as a result of vehicle or wagon detention of the Goods, but only to the extent the same is not caused or materially contributed to by Perfectune Engineering Yella Terra P/L; demurrage on ships as a consequence of any act or omission of the Purchaser; any special requirements or

stipulation's of the Purchaser accepted by Perfectune Engineering Yella Terra P/L in writing but not provided for in the Terms; and may increase in duties, taxes, freight, insurance or other charges or expenses from the date of acceptance of the Purchaser's order by Perfectune Engineering Yella Terra P/L to the date of Delivery.

6. Storage

6.1 If in the event Perfectune Engineering Yella Terra P/L notifies the Purchaser that the Goods are ready for delivery and the Purchaser requests either orally or in writing for Perfectune Engineering Yella Terra P/L to hold the Goods on its behalf, such Goods will be held by Perfectune Engineering Yella Terra P/L at the Purchaser's risk and Perfectune Engineering Yella Terra P/L shall be entitled to charge storage fees in respect of the Goods stored.

7. Indemnity

7.1 Without prejudice to any other rights Perfectune Engineering Yella Terra P/L may have against the Purchaser, and to the extent permitted by law, the Purchaser indemnifies Perfectune Engineering Yella Terra P/L and will hold it harmless from and against any loss, damage, liability or expenses, including, without limitation, legal costs and disbursements, whether or not the subject of a court order, suffered or incurred by it arising out of the breach by the Purchaser of these Terms including, without limitation arising out of the cancellation by the Purchaser of any order or part thereof for the Goods after acceptance by Perfectune Engineering Yella Terra P/L; and

- (i) in relation to any fault, defect, state of being or thing in relation to or in respect of Goods made pursuant to the Purchaser's specifications arising, whether directly or indirectly, out of the terms of the specification provided by the purchaser to Perfectune Engineering Yella Terra P/L;
- (ii) where Perfectune Engineering Yella Terra P/L or its agents enters the Purchaser's premises or the premises of a third party nominated by the Purchaser as a delivery point in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by Perfectune Engineering Yella Terra P/L or its agents in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by Perfectune Engineering Yella Terra P/L or its agents of Goods to the premises of the third party to the extent that such loss, damage or liability suffered by Perfectune Engineering Yella terra P/L does not arise out of the negligence or carelessness of Perfectune Engineering Yella Terra P/L or its agents.

8. Claims

8.1 The Purchaser shall inspect the Goods immediately upon delivery and, if the Goods are damaged or not otherwise in conformity with the order by the Purchaser, the Purchaser shall give written notice to Perfectune Engineering Yella Terra P/L of the details within seven days of the date of delivery.

8.2 In the event the Purchaser fails to give notice to Perfectune Engineering Yella Terra P/L within seven days the Purchaser shall be deemed to waive and release Perfectune Engineering Yella Terra P/L from any claim it may have had in relation to the Goods and must pay the purchase price for the Goods to Perfectune Engineering Yella Terra P/L.

8.3 Any Goods the subject of a notice given pursuant to clause 8.1 shall be left in the state and condition in which they were delivered until such time as Perfectune Engineering Yella Terra P/L or its duly authorised agent had inspected the Goods, such inspection to be carried out within a reasonable time after notification by the purchaser. If the goods are not so left in the state and condition in which they were delivered, the Purchaser shall be deemed to waive and release Perfectune Engineering Yella Terra P/L from any claim it may have had against it but for this release in relation to the Goods and must pay the purchase price for the Goods to Perfectune Engineering Yella Terra P/L.

8.4 No Goods will be accepted for return by Perfectune Engineering Yella Terra P/L unless it agrees in writing prior to such return and then only upon conditions acceptable to Perfectune Engineering Yella Terra P/L and at the Purchaser's entire risk as to loss or damage. Where Perfectune Engineering Yella Terra P/L agrees to accept Goods for return, its current restocking charge will be charged to the Purchaser and shall be immediately due and payable. The following re-stocking charges will apply for:

Roller Rockers & Flywheels related products

- (i) For Items returned undamaged within 14 days - a \$25.00 fee will apply
- (ii) For items returned undamaged within 15-30 days - a \$25.00 or 10% of the item price fee will apply, whichever is the greatest.
- (iii) For items returned undamaged within 31-60 days - a \$25.00 or 15% of the item price fee will apply, whichever is the greatest.
- (iv) Items returned after 60 days will not be refunded.
- (v) All Buy in items are strictly NON-Refundable.

Air Induction & Supercharger Systems & Cylinder Heads: As all of these items are not permanently stocked on the shelf they are equivalent to Buy in items.

- (i) These are strictly **NON-Refundable** items

9. Retention of Title

9.1 Whilst the risk in the Goods passes on delivery, legal and equitable title remains with - Perfectune Engineering Yella Terra P/L until payment is made to it in full for those goods and all other goods and services supplied to the Purchaser by Perfectune Engineering Yella Terra P/L at any time. Prior to title in the Goods passing to the Purchaser, the Purchaser must:

- (i) hold the Goods as bailee and fiduciary agent of Perfectune Engineering;
- (ii) store the Goods separate from its own Goods and those of any other third party in such a way as to clearly indicate at all times that the Goods are owned by Perfectune Engineering Yella Terra P/L;
- (iii) ensure that, at all times, the Goods are properly stored, protected, readily identifiable and insured.

9.2 With the prior written consent of Perfectune Engineering Yella Terra P/L, the Purchaser may sell or deal in the ordinary course of business with the Goods provide that any such sale or dealing is at arms' length and on market terms and any such sale is held on trust for Perfectune Engineering Yella Terra P/L in a separate account.

9.3 Perfectune Engineering Yella Terra P/L however reserves the following rights in relation to the Goods until all amounts owed by the Purchaser are fully paid:

- (i) legal and equitable ownership of the Goods;
- (ii) to retake possession of the Goods; and
- (iii) to keep or resell any of the Goods repossessed pursuant to clause 9.2b above.

9.4 Where the Purchaser processes the Goods either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, before title in the Goods has passed to the Purchaser, the Purchaser:

- (i) holds such part of the new goods (processed goods) on trust for Perfectune Engineering Yella Terra P/L as bailee and fiduciary agent of Perfectune Engineering Yella Terra P/L;
- (ii) Must store such part of the processed goods separately from the Purchaser's own goods and those of any other third party in such a way as to clearly indicate at all times that the processed goods are owned by Perfectune Engineering Yella Terra P/L and;
- (iii) Must ensure that such part of the processed goods is properly stored, protected, readily identifiable and insured.

9.5 For purpose of this clause 9 "such part" means an amount equal in dollar terms to the amount owing by the Purchaser to Perfectune Engineering Yella Terra P/L at the time the Goods are used in the manufacture of, or incorporated into, the processed goods.

9.6 The Purchaser may sell or deal with the processed goods provided that:

- (i) any such sale or dealing is at arms length and on market terms; and
- (ii) the Purchaser holds on trust such part of the proceeds of any sale of or dealing in the processed goods that is equal in dollar terms to the amount owing by the Purchaser to Perfectune Engineering Yella Terra P/L at the time the Goods are used in the manufacture of, or incorporated into, the processed goods, in a separate identifiable account as the beneficial property of Perfectune Engineering Yella Terra P/L and must pay such amount to it upon request.

9.7 Without prejudice to the rights of Perfectune Engineering Yella Terra P/L in clause 9.3 above, in the event of a breach of this contract by the Purchaser including, without limitation, failure by the Purchaser to make payment for Goods by the date specified by Perfectune Engineering Yella Terra P/L to the Purchaser, the Purchaser must return the Goods to Perfectune Engineering Yella Terra P/L on demand. If the Purchaser does not return the Goods to Perfectune Engineering Yella Terra P/L within 48 hours of receipt of the demand, Perfectune Engineering Yella Terra P/L shall be entitled without notice to enter the Purchaser's premises at any time to do all things necessary to recover the Goods.

9.8 The Purchaser hereby grants full leave and irrevocable license to Perfectune Engineering Yella Terra P/L and any person it authorizes to enter upon any premises where the Goods may for the time being be placed or stored for the purpose of retaking possession of the Goods. In that event the Purchaser hereby agrees it;

- (i) shall be liable for all costs, losses, damages, expenses or any other sums of money incurred or suffered by Perfectune Engineering Yella Terra P/L, including consequential losses and

damages as a result of Perfectune Engineering Yella Terra P/L retaking possession of the Goods or otherwise exercising its rights under this clause 9; and

(ii) shall indemnify Perfectune Engineering Yella Terra P/L for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against Perfectune Engineering Yella Terra P/L in connection with retaking possession of the Goods or the exercise by Perfectune Engineering Yella Terra P/L of its rights under this clause 9, and the Purchaser shall repay all such fees, costs, losses, damages expenses or any other sums of money on demand.

- 9.9 The parties agree that this clause 9 is not intended to create a charge or any other form of security interest and to the extent, as a matter of law, this clause creates a charge or any other form of security interest, the offending words shall be deleted.
10. **Application of the Personal Property Securities Act 2009 (PPSA)**
- 10.1 This clause 10 applies to the interest in any goods of Perfectune Engineering Yella Terra P/L as a security interest for registration in the PPSA Register.
- 10.2 **The Goods are high performance parts and other steel components.**
- 10.3 The Purchaser acknowledges and agrees that Perfectune Engineering Yella Terra P/L may register its security interest in the Goods at any time before and after delivery.
- 10.4 The Purchaser acknowledges and agrees to waive its rights under section 157 of the PPSA to receive verification of the registration.
- 10.5 Perfectune Engineering Yella Terra P/L may apply amounts it receives from the Purchaser towards amounts owing to it as Perfectune Engineering Yella Terra P/L may choose.
- 10.6 In the event of any default by the Purchaser of any obligation owed to Perfectune Engineering Yella Terra P/L under these terms or any other agreement for the supply of the Goods, Perfectune Engineering Yella Terra P/L is at liberty to enforce its security interest in any goods by exercising all or any of its rights pursuant to these terms and/or the PPSA.
- 10.7 The parties agree to the maximum extent permitted by law sections 95,118,121(4), 125,130,132(3) (d), 132(4), 135,142 and 143 of the PPSA do not apply to the enforcement by Perfectune Engineering Yella Terra P/L of its security interest in the Goods.
- 10.8 The parties agree not to disclose information of the kind referred to in section 275(1),except in circumstances required by sections 275(7)(b)-(e), of the PPSA.
- 10.9 The Purchaser must do anything requested by Perfectune Engineering Yella Terra P/L to ensure that its security interest is a perfected security interest and has priority over all other security interests in the Goods.
- 10.10 Nothing in this clause 10 is limited by any provision of these terms or any other agreement between the parties.
- 10.11 If a term used in this clause 10 has a particular meaning in the PPSA, it has the same meaning as in this clause.
11. **Default**
- 11.1 If the Purchaser fails to perform or observe any obligation or agreement expressed or implied in or given in relation to these Terms including, without limitation, the payment of money, or if the Purchaser including a Purchaser under a Consumer Contract, is the subject of any personal insolvency even including, without limitation, arising out of an act of bankruptcy or, has a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Law) or similar official appointed or steps are taken for such appointment over any of the assets or undertaking of the Purchaser or if the Purchaser suspends payment of its debts generally or is or becomes unable to pay its debts when they are due or is presumed to be insolvent under the Corporations Law or if the Purchaser ceases or threatens to cease to carry on business then Perfectune Engineering Yella Terra P/L may, without limiting any other rights it may have, do any or all of the following things:
- (i) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all monies owed to Perfectune Engineering Yella Terrs P/L by the Purchaser.
 - (ii) suspend or terminate any contract in force between Perfectune Engineering Yella Terra P/L and the Purchaser and, without limitation, withhold any deliveries of Goods or performance of services pursuant to any purchase order accepted by Perfectune Engineering Yella Terra P/L.

(iii) in respect of Goods already delivered, enter premises of the Purchaser to recover and resell same for its benefit.

12. Warranties

- 12.1 To the extent permitted by Legislation, all implied conditions, warranties and undertakings are expressly excluded from these Terms.
- 12.2 No statement or recommendation made or advice, supervision or assistance given by – Perfectune Engineering Yella Terra P/L, its employees, agents, or representatives whether oral or written must be constructed as or constitutes a warranty or representation by Perfectune Engineering Yella Terra P/L or a waiver of any clause in these Terms. Perfectune Engineering Yella Terra P/L is not liable for loss or damage arising directly or indirectly from any act or omission to act arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.
- 12.3 Except as provided in the clause, Perfectune Engineering Yella Terra P/L shall not be liable for any loss or damage, whether direct or indirect, including consequential losses or damage, arising out of any breach of these Terms by Perfectune Engineering Yella Terra P/L, or any negligence of its employees or agents in respect of matters in any way connected with the subject matter of these Terms.
- 12.4 Should Perfectune Engineering Yella Terra P/L be liable for a breach of a condition or warranty pursuant to Legislation then its liability for a breach of any such condition or warranty express or implied shall be limited to the extent permitted by law, as its option to any one or more of the following:
- (i) in the case of Goods;
 - (ii) the replacement of the Goods or the supply of equivalent Goods;
 - (iii) the repair of Goods;
 - (iv) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
 - (v) the payment of the cost of having the Goods repaired;
 - (vi) in the case of services;
 - (vii) the supply of the services again;
 - (viii) the payment of the cost of having the service supplied again;
- 12.5 Perfectune Engineering Yella Terra P/L will not be liable under any implied warranty for the costs of recovery of the Goods from the field, loss of use of the Goods, loss of time, inconvenience, incidental or consequential loss or damage, not for any other loss or damage other than as stated above whether ordinary or exemplary caused either directly or indirectly by the use of the Goods. No implied warranty may be invoked in respect of any defects to other malfunctions insofar as such defects or malfunctions are caused to Goods by accident, neglect, vandalism, misuse, alteration, modification or unusual physical, environment or electrical stress.
- ## **13. Fitness of Goods**
- 13.1 Subject to the rights pursuant to Legislation and unless the Goods have been supplied to the Purchaser by Perfectune Engineering Yella Terra P/L under a Consumer Contract the Purchaser agrees that it does not rely on the skill or judgment of Perfectune Engineering Yella Terra P/L in relation to the suitability of any of the Good for a particular purpose unless it has indicated that purpose in writing to – Perfectune Engineering Yella Terra P/L and it has acknowledged in writing that the Goods will fit the particular purpose.
- ## **14. Force Majeure**
- 14.1 Perfectune Engineering Yella Terra P/L shall not be liable to the Purchaser where an event of Force Majeure prevents or delays Perfectune Engineering Yella Terra P/L from performing any obligation under these Terms.
- ## **15. Miscellaneous**
- 15.1 These Terms set out the entire agreement between the parties in relation to their subject matter.
- 15.2 Perfectune Engineering Yella Terra P/L reserves the right to review and amend these Terms from time to time. Written notification forwarded to the Purchaser by ordinary mail shall be deemed sufficient notification to bind the Purchaser to any revised or amended Terms for all orders placed by the Purchaser and accepted by Perfectune Engineering Yella Terra P/L after receipt of such notification.
- 15.3 The laws of Victoria are applicable to the agreement between Perfectune Engineering Yella Terra P/L and the Purchaser and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any court that may hear appeals from any of those courts and the parties waive any right it might have to claim that those courts are an inconvenient forum.
- 15.4 A party waives a right under these Terms only if it does so in writing. A party does not waive a right simply because it fails to exercise a right, delays exercising the right, or only exercises part of the right. A waiver of one breach of any of the Terms does not constitute as a waiver of another breach of the same term or of any

other term.

- 15.5 Perfectune Engineering Yella Terra P/L may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Purchaser.
- 15.6 The parties may conduct business by Electronic Data Interchange (EDI) and in accordance with the terms of any Electronic Trading Partner Agreement to which they are parties and into which these terms are incorporated.
- 15.7 Any provisions of these Terms which are unenforceable or partly unenforceable is where possible to be severed to the extent necessary to make these Terms enforceable unless this would materially change the intended effect of the Terms.
16. **Interpretation**
In these terms:
- 16.1 **Consumer** means a person who acquires Goods from Perfectune Engineering Yella Terra P/L where the (a) amount paid or payable for the Goods did not exceed \$40,000; or (b) Goods were of a kind ordinarily acquired for personal, domestic or household use or consumption; unless the Goods were acquired for the purpose of re-supply or the purpose Of using the Goods up or transforming them in trade or commerce.
- 16.2 **Dollar terms** means a reference to Australian currency;
- 16.3 **Force Majeure** means an act of God, war, government restraint, industrial dispute or other event not within the control of Perfectune Engineering Yella Terra P/L, acting reasonably;
- 16.4 **GST** means the tax payable on Taxable Supplies within the meaning of the GST Act;
- 16.5 **GST Act** means the A New Tax System(Goods and Services Tax) Act 1999 and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
- 16.6 **Legislation (including subordinate legislation)** means that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 16.7 **Purchaser** means a person, being an incorporated or unincorporated business or an individual, who acquires Goods from Perfectune Engineering Yella Terra P/L and includes a Consumer;
- 16.8 **Working Hours** means between 7.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays.
- 16.9 **Buy in items** that are assembled or manufactured to order initiated or requested by the Purchaser.

Date of Issue: January 2012