

TERMS AND CONDITIONS

These terms are provided by Ready Homes Pty Ltd (“we,” “us,” “our”). These terms govern the purchase of a Container home by you (“you,” “your”).

These terms may be amended by us from time to time. Amendments take effect when the amended terms are published on the Site.

We may withdraw any product from sale, or change the design or specification of any product, at any time. We have no liability for errors or omissions in Site content.

These supply terms govern the supply of Container Homes by Ready Homes Pty Ltd (89 645 283 058) (“we,” “us,” “our”) to customers (“you,” “your”) who order Container Home from us. Please read the terms carefully. Ordering Container Home from us indicates an acceptance of these terms. These terms may be amended by us from time to time. Amendments take effect when the amended terms are published on our web site and will apply to Container Home ordered after that date.

1. Definitions

In these terms:

“ACL” means the Australian Consumer Law.

“Business Day” means a day which is not a Saturday, Sunday or public holiday.

“Delivery Charge” means the delivery charge indicated by us at the time of your Order in the invoice.

“GST” has the meaning in the A New Tax System (Goods and Services Tax) Act 1999.

“IP Rights” is an abbreviation for “intellectual property rights” and includes all copyright, patent rights, registered and unregistered trade mark rights, know-how, trade secrets and rights associated with confidential information, in any jurisdiction.

“Container Home” means the Container Home you Order from us.

“Order” means your order for one or more Container Home using our website or an alternative order process acceptable to us such as a telephone or email Order. Orders are not binding on us until accepted by us in written and deposit paid as per invoice conditions.

“Price” means the price of the Container Home indicated by us on the Site at the time of your Order, or if no price was indicated, then our usual price for the Container Home from time to time. Prices are denominated in Australian dollars and exclude Taxes. Prices are not binding until an Order is accepted by us in written. We reserve the right to change Prices indicated on the Site from time to time, and to correct Prices indicated on the Site in error.

“Site or website” means the web site at www.readyhomes.com.au

“Tax” includes any tax, duty or charge imposed by any competent authority, including any import duty on Container Home and any sales or value-added tax or charge on the Container Home or their supply.

“Warranty Period” means the warranty period applicable to a Container Home as specified on the Site, or specified by us during the purchase process in respect of a Container Home. If no Warranty Period is specified by us in respect of a Container Home, the warranties in these terms are given at the time of delivery only.

2. Interpretation

In these terms:

(a) a reference to:

(i) a person, includes the person’s legal personal representatives, successors, assigns and persons substituted by novation; and

(ii) a document, means the document as novated, varied or replaced and despite any change in the identity of the parties;

(b) if the date on or by which any act must be done under these terms is not a Business Day, the act must be done on or by the next Business Day; and

(c) Headings do not affect the interpretation of these terms.

3. Term

Our agreement under these terms commences, in respect of the supply of particular Container Home, when you Order such Container Home from us, and continues until:

(a) you have paid the Price and Delivery Charge, and the Container Home have been delivered; or

(b) this agreement is otherwise cancelled or terminated in accordance with its terms.

4. Orders

If you are an individual you must be over 18 to place an Order, and we are entitled to assume you are over 18. If you are a company or organisation, your representative must be over 18 and be properly authorised by you, and we are entitled to assume this is the case.

An Order must specify a physical delivery address and cannot be a PO BOX. If the delivery address is not your address, you must obtain the consent of the addressee for delivery of an Order, and we are entitled to assume you have done this. You must confirm the correctness of the delivery address in your Order, we are not liable to you if you place an Order using incorrect delivery details. You cannot cancel an Order after it has been placed unless it is in accordance with these terms and conditions.

Orders are not binding on us until a deposit paid and you are provided with confirmation. We may accept or decline Orders at our discretion. An Order reference number is not acceptance of an Order. We will notify you when an Order is accepted by us. We may place an Order on “hold” because of stock / parts unavailability. If so, we will notify you, and you may elect to cancel or continue with the Order. If you continue with the Order, we may accept the Order when stock becomes available and deliver the

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30 Fullarton Drive, EPPING
VIC
unit at revised date.



5. Payment

In return for supply of the Container Home, you must pay the Price and the Delivery Charge to us in accordance with the terms in this agreement and invoice.

Prices and Delivery Charges indicated by us (on the Site or otherwise advertised) are not binding until an Order is accepted by us and you are provided with an invoice. We reserve the right to correct Prices and delivery charges indicated in error. If a Price or delivery charge is corrected, we will advise you and you may continue with the Order with the corrected Price or Delivery Charge, or cancel your Order.

We will send you invoice and require payment of deposit on placement of an Order. Your order will be confirmed once your deposit is received by us of the Order. Until payment for an Order is cleared, the Order is not confirmed and will not progress to dispatch and delivery.

Delay in payment may delay delivery. We reserve the right to cancel an Order if deposit is not made within 14 Business Days after issue of invoice.

Following is the payment schedule for the order:

- X% Deposit to confirm the order
- X% After your product is ready in the factory
- X% final payment after dispatch from factory and before arrival of unit at port.

You can make payments by Visa, MasterCard or by other means we have accepted. Unless otherwise agreed with us, the name of the credit card or bank account must be your name. Any deposit paid to us is strictly non-refundable. You must pay balance instalments after deposit with 7 days of demand. You agree and acknowledge that you have the financial ability to pay for the Container Home and all other associated costs including delivery charges.

6. Supply

Subject to these terms, we will supply the Container Home to you in agreed period as mentioned in invoice or advised to you from time to time during the course of production. You acknowledge that nominated Container Home sizes are approximate only and that variations in manufacturing and finish can occur from time to time. You acknowledge that because of technical limitations, equipment variations and stock supply, colours represented on the Site or in photos provided may differ slightly from the colour of the Container Home supplied. General Container Home specifications may also be changed without notice – in such circumstances we will endeavour to provide a comparable or similar product, or otherwise provide a refund. We will provide you with an instruction manual if required. You acknowledge:

- That the Container Home you have ordered is suitable for your purpose and use.
- You have checked and agree with the plans, sizes, measurements, layouts and materials used for the Container Home and it's suitable for its purpose.
- You agree that it's your responsibility to confirm and check that Container Home you have ordered is allowed to be installed at the delivery address by your local council and other relevant authorities.
- You agree that we are not liable if your local council or other relevant authorities require you to remove the Container Home.
- Any advice, opinions, suggestions, representations that are provided to you in the course of your inquiry of the product before order general in essence and it's your responsibility to ascertain the correctness, suitability and appropriateness of the same for your purpose and required use of the Container Home.
- It is your responsibility to ascertain whether there are required permissions and clearances from relevant authorities to install the modular unit you have ordered at delivery address.
- You agree and accept the measurements, design, inclusions and fittings included in the modular house you have ordered. A copy of the inclusions and design has been provided to you and you have reviewed and accepted the same.
- Any additions / alterations in the design, material and fittings may not be possible once the order is accepted and if approved by us we may charge additional costs as reasonably required.

7. Delivery

We will use our best endeavours to ensure that the Container Home are delivered in accordance with any delivery timeframe notified to you. **However, delivery is undertaken by contractors outside our control, and may be affected by import or customs procedures.**

We have no liability to you for any loss for delays in delivery of the order for whatsoever reason. If any delays are anticipated we will keep you informed and advise revised delivery date. We will provide you 48 hours notice before the delivery.

We will deliver the Container Home to the delivery address specified in your Order. You must ensure:

- You or an authorised adult is present at that address to accept delivery, the person who accepts the delivery may be required to provide a signature and photo ID in order to accept deliver. We may leave the Container Home with your authorised person at that address who accepts delivery on your behalf. Load will not be unloaded if you or your authorised person is not present on the site.
- You are required permissions and acceptance from relevant authorities to install the modular unit you have ordered at delivery address.
- Delivery address is safe for delivery and has appropriate access and road required to delivery the Container Home.
- You have appropriate safety and traffic arrangements in place for delivery.
- You are required to ensure that the Container Homes dimensions and size will fit at the delivery address specified.
- You will be responsible for any additional costs or charges due to futile delivery, delay or waiting of our vehicle to offload the Container Home. If the Container Home is ready to be delivered but you are not ready to receive the home, you will be responsible for all costs associated with storing / re delivery of the home until you are ready to have the home delivered. Any Such charges must be paid in full before redelivery of the modular house.

8. Product warranty

During the Warranty Period applicable to a Container Home, we warrant that the Container Home will be free from defects in materials and workmanship for a period of 10 years for structural components and 12 months for interiors, finishes and furnishings, and that the Container Home will comply with relevant Australian Standards.

To be a valid claim, a claim under this warranty must be notified to us in writing within a 28 days of reasonably being aware of the defect along with proof of defect / damage. In the case that we accept a claim under this warranty, we will, at our cost and at our discretion, repair or replace the faulty product or component, or credit the cost of the product or component. If we need to remove or replace a Container Home for the purposes of a warranty claim we have accepted, we will pay the costs of the removal or replacement to a maximum amount equal to the Price (including applicable Taxes).

We have no liability for loss or damage caused by the following:

- (a) Wear and tear through normal use;
- (b) Improper or unsafe use, or any use, cleaning, care and maintenance other than in accordance with instructions;
- (c) Deliberate or accidental damage, misuse or neglect;
- (d) Installation, building, construction, electrical, plumbing or any other work undertaken other than in accordance with installation instructions, statutory requirements and unlicensed tradesmen.
- (e) Where installation, building, construction, electrical, plumbing or any other work was not undertaken by a qualified tradesperson;
- (f) Modifications or extensions to the Container Home, or attempts to modify or extend it;
- (g) Water damage of bathroom cabinets, taking into account that cabinets are manufactured from water-resistant materials but are not by any means waterproof, and that spillage or leakage of water must be immediately dried;
- (h) acts of war or civil disobedience, pest damage or infestation, adverse environmental conditions (including but not limited to: acid rain, industrial pollutants, salt, sand, stones, tree sap, bark or leaves, bird, animal or insect damage, adverse weather).

9. Defects and returns

You must check the Container Home immediately on delivery to confirm it is the correct product and not defective or damaged. You must contact us within 7 days after delivery if you claim that Container Home are incorrect, missing, and/or defective or damaged along with proof of the same. It is accepted that in transit it is likely that the Container Home may dusty or unclean and that We are not liable for any costs associated with cleaning the Container Home.

When you contact us, we will discuss your concerns with you, and:

- (a) Arrange for delivery of Container Home or products which were ordered but missing from a delivery;
- (b) advise you in relation to rectification of defects, which may (depending on the nature of the Container Home and the defect) involve repair or replacement of the Container Home, and
- (c) Whether repair will take place at your location, require return to us, or occur at another location.

Cracks, gaps, paint touch-ups and other minor or cosmetic damages are not considered to be defects but are the normal result of transporting a Container Home and may be rectified by you after the home has been installed. Any major damages to the home during transportation will be rectified by us if a warranty claim is made.

You cannot return non-defective Container Home or cancel an Order if you have simply changed your mind or does not fit your land or use.

10. Australian Consumer Law

These terms do not affect any statutory rights you may have as a consumer under the ACL. However, our liability for failure to comply with any guarantee required under the ACL is limited (where it would be lawful to do so) to replacement or repair of the product concerned, or payment of the cost of such replacement or repair.

Where applicable, the ACL requires that we advise you of the following:

'Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.'

11. Liability

We exclude all representations that were made and warranties except those stated in clause 8 and those implied by the ACL. In particular, we do not represent or warrant that the Container Home are suitable for your specific requirements. Neither party to this agreement is liable to the other, whether in contract, negligence or otherwise, for any consequential or indirect loss arising out of or in connection with this agreement or the Container Home, including for lost revenue, sales or profits, lost access or productivity, interference with privacy, business interruption, or any special or incidental loss. This exclusion applies even if a party knew or should have known that the other party might suffer loss.

Without limiting this clause, if we are liable to you for any reason, our total aggregate liability to you in respect of the Container Home is limited to the amounts actually paid by you to us under this agreement in respect of those Container Home.

12. Risk and title

Risk of loss or damage to Container Home will pass to you when the Container Home are delivered to you.

If you have paid the Price and the Delivery Charge for the Container Home when delivered, then title in the Container Home also passes on delivery. However, if you have not paid those amounts in full, then title in the Container Home does not pass until you have paid those amounts in full, and you must not do anything in relation to the Container Home inconsistent with that reservation of title. We may (and you must allow us to) repossess and remove any Container Home for which those amounts have not been paid in full. You are responsible to us for any loss or damage to such Container Home until title does pass or we repossess and remove it.

13. Events beyond a party's control

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If a party's performance of this agreement (other than a payment obligation) is affected or delayed by an event beyond its reasonable control, that party will not be liable to the other party to the extent its performance is affected by the event.

The affected party must promptly notify the other party of the event and must use its reasonable endeavours to mitigate the effects of the event as soon as practicable.

However, if such an event materially affects the supply or delivery of an Order, we may cancel such an Order at any time prior to delivery. In that case, we will refund any payment made by you in respect of that Order, but we will not have any liability to you in respect of our cancellation of the Order.

14. IP Rights

As between the parties, we own and will continue to own any IP Rights in the Container Home. No IP Rights in or associated with the Container Home are transferred under this agreement.

15. Termination

A party may terminate this agreement immediately by written notice to the other party if:

(a) the other party is or becomes bankrupt or insolvent, an external administrator is appointed to the other party, or the other party becomes subject to an order for its winding-up or dissolution;

(b) the other party breaches a material term of this agreement, and that breach is incapable of remedy; or

(c) the other party breaches this agreement and the breach is not remedied by that party within 20 Business Days after that party receives from the first party notice of the breach and a demand that it be remedied.

Termination of this agreement does not affect the rights and obligations of the parties which arose before the effective date of termination. In particular, we may invoice, and you must pay, the Price and Delivery Charge for any Container Home delivered to you by us.

16. Taxes

Unless otherwise stated, the Price and Delivery Charge are expressed inclusive of Taxes.

17. GST

Unless otherwise stated, the Price and Delivery Charges are expressed inclusive of applicable GST. If a price for a supply is stated to be exclusive of GST, you must pay us an amount equal to the GST payable on the supply, at the same time as the payment for the supply.

18. Governing Law

These terms are governed exclusively by the laws of Victoria, Australia.

19. General

Clauses 1, 2, 8, 10, 11, 13, 14, 16, 17, 18 and 19 survive the termination or expiry of this agreement. This agreement is governed by the law of VIC, Australia. Each party submits to the jurisdiction of the courts of VIC and the courts of appeal from those courts. This agreement contains the entire understanding between the parties as to its subject matter. Any prior negotiations, representations or documents concerning the subject matter of this agreement are superseded by this agreement and are of no effect.