ULTIMATE BULLBARS TERMS AND CONDITIONS

These Terms and Conditions (**Conditions**) were last revised on 1 May 2025.

These Conditions apply to the supply of Products and Services from ULTIMATE BULLBARS (we, our, or us) to you. When you place an order with us (whether in person, online, or by other means), or accept the Products or Services, (whichever is earlier) you accept and agree to be bound by these Conditions. These Conditions are additional to any other terms or conditions communicated in respect of the sale of the Products, and where there is any conflict, these Conditions shall prevail.

1 ORDERS

1.1 An Order is deemed accepted by us upon placement unless we notify you otherwise either verbally or in writing.

1.2 You acknowledge and agree that:

(a) we will supply the products and and/or Services based on our standard lead times, specifications and terms as communicated by us. It is your responsibility as the customer to seek clarification on these prior to placing an Order if not already discussed;

(b) it is your sole responsibility, obligation, and liability, to ensure the accuracy and completeness of the information provided in your Order, and to notify us promptly of any errors or required changes; and

(c) we are not responsible or liable for any mistakes, errors, or other issues in relation to the Products and/or Services which have not been so notified to us.

1.3 We reserve the right to make improvements or modifications to our Products and / or Services from time to time without notice. Images on our websites, brochures, social media page, or other publications, are as a guide only and may not represent the actual Product or Service. Any quotation or price guidance we may provide from time is an invitation to treat only and does not constitute an offer or acceptance of your Offer. You represent and warrant that upon placing any Order with us you have made your own independent enquiries and satisfied yourself of such matters.

1.4 For repair work, ULTIMATE BULLBARS cannot guarantee products that are repaired will be returned to as new condition.

2 PRICE

2.1 Unless otherwise stated, all prices are exclusive of GST and any other applicable taxes or duties.

2.2 The Prices shown in any price list we publish from time to time are subject to alteration without notice and are not binding on us unless and until we accept an order placed by you.

3 TERMS OF PAYMENT

3.1 Unless otherwise agreed by us in your Order, payment shall be either cash in advance or cash on delivery. For account holders, payment must be made in accordance with the terms and conditions of their account.

3.2 We may require you to pay a non-refundable deposit for your Order. We shall notify you of any required deposit and the amount of the required deposit.

3.3 You are responsible for ensuring that all payments are made as and when due. We may, but have no obligation to, remind you of any payment due dates.

3.4 Where payment is to be made cash on delivery, the balance of all monies are due and payable upon (as applicable):

(a) for Products: completion of manufacturing; and

(b) for Services: upon completion of the Services.

3.5 No Products or other goods shall be released prior to our receipt of payment in full.

3.6 Should there be any default in payment terms:

(a) all monies owing will become immediately due and payable;

(b) we may charge interest on the outstanding monies at the rate of 2% above the then-current unsecured commercial lending rate of the Commonwealth Bank of Australia, calculated and compounding daily from the date payment fell due to the date payment is received (including the date of any judgment); and

(c) we may recover all outstanding monies (including interest) as a debt due and owing.

3.7 You are responsible for verifying all payment details including the validity of any invoice and any bank account nominated for payment to be received (including any notice of change of account). Verification must be directly with our representative with sufficient knowledge and authority to provide such verification and must be by means other than by email or electronic or mobile text message. If you make any payment in reliance on any false, fraudulent, incorrect, or unverified invoice or bank account details, and such payment is not received by us, the payment is deemed not to have been received by us and you remain responsible and liable for all amounts owing and the costs of recovery of the misdirected payment.

4 COLLECTION

4.1 Products are to be collected at our nominated address by you, your nominated carrier, or our nominated carrier.

4.2 Products in a single Order may be made available for collection at different times.

4.3 If we provide you a Delivery Date, we shall endeavour to dispatch the Products, or have the Products available for collection (as applicable), by the Delivery Date, but time is not of the essence.

4.4 You acknowledge and agree that any Delivery Date we provide is an approximate estimate only and we do not make any representation or guarantee that any Products will be dispatched or available for collection by the provided Delivery Date. Without limiting the foregoing, we are not liable to you or any other person for any delivery delays for any reason.

4.5 Does does not take responsibility for loading client items such as old bullbars or bumpers. It is clients' responsibility to load and secure their loads. For example, if a client wants to keep a bullbar that has been removed to fit a new ULTIMATE bullbar, the client is responsible for loading and securing the old bullbar.

5 TITLE AND RISK

5.1 Risk in each Product passes to you upon our making the Product available for collection by the carrier nominated under clause 4.1. For the absence of doubt, you are solely responsible and liable for insuring any Products in transit.

5.2 All right, title and interest in each Product shall remain with us until:

(a) receipt of payment in full under clause 3.1 **Error! Reference source not found.**; or

(b) the Product is collected by the carrier nominated under clause 4.1.

5.3 You must ensure that, until such time as title passes to you, no Product is defaced, has any identifying marks or features removed, or is missed together with any third party products such that the Product in which we retain title to cannot be distinguished from those third party products.

5.4 Without limiting clause 3.6, in the event of your default of any of these Conditions, you authorise us to enter your premises and repossess any Products in your possession to which we have retained title under clause 5.2.

6 CANCELLATION AND RETURNS

6.1 Subject to clause 9.1, you may not cancel an Order, or return any Products, without our express written consent at our sole discretion and which may be subject to conditions including, without limitation, payment of costs already incurred.

6.2 We may cancel an Order, in whole or in part, by reasonable notice to you in writing. If we cancel an order, we shall provide you a refund of the cancelled part of the Order. You are not entitled to any other compensation for our termination of an Order.

7 WARRANTIES

7.1 We warrant that:

(a) all Products manufactured by us are free from defects in materials and workmanship under normal operating conditions for the lifetime of the product; and

(b) all Services rendered by us shall be performed with due care and skill.

7.2 You acknowledge and agree that:

(a) any third party Products supplied to you are warranted to the extent of any warranty given by the supplier or manufacturer and we will provide to you the benefit of all warranties and indemnities available to us from the suppliers or manufacturers of any Products. We make no additional or independent warranties in respect of any such third party Products;

(b) we have relied on information, material, and directions, provided by you in supplying the Products, and we shall not be responsible or liable for any act, omission, or delay, arising as a result of any information, material, or directions, from you, being incorrect, incomplete, or not fit for purpose; and

(c) our Products must be fitted in accordance with our instructions, and we shall not be liable for any issues caused by incorrect fitting or otherwise which will remain your responsibility.

7.3 To the extent permissible by Law, our warranty excludes:

(a) any incidental expenses, including downtime expenses, loss of vehicle or equipment use, rental of any vehicle or related equipment whilst repairs are underway;

(b) rust from normal wear and tear

(c) environmental conditions including industrial fallout, sand, stones, road debris, tree sap, bark or leaves, windstorm, hail, bird or bat droppings, flood or lightning or other acts of God;

(d) repairs and adjustments caused by improper maintenance and / or lack of required maintenance;

(e) submersion in water;

(f) chemical exposure;

(g) salt spray or the effects of beach driving;

(h) any other reasonably preventable damage arising as a result of negligence, misuse, abuse or otherwise (including, but not limited to, overloading or tampering).

8 DISCLAIMER

8.1 Products which we specify are water and dust resistant only are not water and dust proof.

8.2 It is your responsibility to ensure that every six (6) months, the manner of which any Product which is installed, attached, fitted, mounted or otherwise is checked for any required corrections or adjustments (including but not limited to tightening or otherwise) to be carried out by you, or, if requested, by us, subject to any additional Orders for that Service.

8.3 We do not take responsibility for:

(a) any partial obstruction of sight;

(b) for any additional noise; and / or

(c) any decrease in functionality, utility, performance or otherwise,

for any vehicle as a result of the attachment, fitting, installation or otherwise our Products.

8.4 Our Products are designed for Standard Configuration vehicles only. It is your responsibility to inform us in writing of any modifications to your vehicle that are not of Standard Configuration. We may, at our discretion but only if specifically requested by you, make an allowance for our Products and Services in an Order for your vehicle if it is not of Standard Configuration.

9 LIABILITY

9.1 To the extent that any conditions, warranties or other rights or remedies are incapable of exclusion by Law, our liability to you shall at our option be limited:

(a) in the case of goods, to the replacement of the Products or supply of equivalent Products, the repair of the Products, the payment of the cost of replacing the Products or of acquiring equivalent Products, or the payment of the cost of having the Products repaired; and

(b) in the case of services, to the supply of the services again, or the payment of the cost of having the services supplied again.

9.2 Where you assert that there is any defect or error in a Product (other than third party Products under clause 7.2(a)), you must:

(a) notify us in writing within 48 hours of receiving the product; and

(b) provide us with full details of the nature of the defect or error with documented examples including the right to inspect the Product upon request by us.

We shall then use reasonable efforts to remedy or create a work-around for the defect or error. If we determine that the asserted defect or error is a genuine defect or error, we shall bear the costs of the remedy or work-around. If we determine that the asserted defect or error is not a genuine defect or error, or the defect or error has been caused for reasons other than our supply of the Product or an inherent defect in the Product, the costs of the remedy or work-around shall be borne by you and recoverable by us. Save as may be provided otherwise by Law, you will be responsible for the delivery to and collection from such location as we may nominate for the inspection and repair of the Product.

9.3 Notwithstanding clause 9.2, our total liability to you for any Order is limited to the amount paid by you for that Order.

9.4 We shall not be liable to you (whether in contract, tort, under statute or otherwise) in respect of any indirect, special, incidental, punitive or consequential loss or damage (including lost profits or saving) however arising (whether from any act or omission and whether negligent or otherwise) even if it has been advised of their possible occurrence.

9.5 Our liability is proportional to the extent that you and / or any third party contributed to the act or omission providing grounds for the claim.

9.6 You must use your best endeavours to minimise any damage, harm, or loss suffered or incurred or which you anticipate you may suffer or incur.

10 SECURITY OF INFORMATION

10.1 You acknowledge that no data transmitted over the internet is secure. While we take reasonable steps to protect the data that you transmit to us, we do not warrant, and cannot ensure, the security of that data. You transmit data over the internet (to our website, email address, etc.) entirely at your own risk.

10.2 We will provide your credit card details to our financial institution to process your order. We will not retain your credit card details once your order is dispatched.

11 FORCE MAJEURE

11.1 If a party is subject to a Force Majeure Event ("Affected Party"), the Affected Party shall notify the other party as soon as practicable of the Force Majeure Event, the anticipated duration of the Force Majeure Event, and any obligations the Affected Party is or may be prevented or delayed from performing as a result of the Force Majeure Event.

11.2 Save for an obligation to pay monies, neither party will be liable for failing to meet its responsibilities because of a Force Majeure Event.

12 DISPUTES

12.1 If a dispute arises between the parties, we shall each try to resolve the dispute by negotiation in good faith.

12.2 If we are unable to resolve the dispute by negotiation, at our sole discretion:

(a) you may request, and we may agree; or

(b) we may otherwise require you,

to seek to resolve the dispute by mediation The parties must agree a mediator or, if unable to agree, the mediator must be appointed by the President of the Queensland Law Society. Each party shall bear their own costs of the mediation and shall bear equally the mediator's costs.

12.3 The mediation must take place in Brisbane, Australia. If agreed between the parties, either party may appear by video link. Each party shall be entitled to legal representation at the mediation.

12.4 If the dispute is not resolved at mediation, or if a mediation does not occur, either party may pursue its rights at law.

12.5 This clause 12 does not restrict the rights of either party to take action for urgent interlocutory relief.

13 GENERAL

13.1 These Conditions are subject to the Law of Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of Queensland, Australia and appellate Courts.

13.2 We reserve the right to vary these Conditions from time to time. The latest Conditions will always be made freely available to users on the Website. You agree to be bound by the varied terms and conditions by continuing to access the Website.

13.3 You must not assign, in whole or in part, or novate your rights and obligations under these Conditions without our prior written consent.

13.4 We may assign our rights and obligations under these Conditions and / or subcontract the performance of all or any part of our obligations under these Conditions.

13.5 A right under these Conditions may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

14 DEFINITIONS

In these Conditions:

business day means a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which an act is to be done or a notice is to be received.

Conditions means these terms and conditions.

Delivery Date means our estimated date upon which a Product contained in an Order will be available for collection.

Force Majeure Event means an extraordinary and unforeseeable event beyond the reasonable expectation or control of the parties including, but not limited to:

(a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;

(b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;

(c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;

(d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority;

(e) pandemic, epidemic, virulent infection, or other outbreak of adverse health issues, or any quarantine, lock-down, or restriction of movement or travel as a result of any of the foregoing, and

(f) strikes, blockades, lock out or other industrial disputes.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Law means any law (including any subordinate or delegated legislation or statutory instrument of any kind) of a jurisdiction in or out of Australia, and any relevant judgment, order, policy, guideline, official directive, code of conduct, authorisation or request (even if it does not have the force of law) of any government agency or regulatory body, such as a stock exchange, within or outside Australia.

Order means an Order for Products and / or Services that you may place with us.

Price means the price payable for any Products or Services.

Product means a good which you may Order from us, and **Products** has its corresponding meaning.

Service means a service which you may Order from us, and **Services** has its corresponding meaning.

Standard Configuration means any vehicle which has no after-market accessories, modifications or otherwise arising after its original manufacture.

Supplier means any third party provider of Products we may distribute to you.

15 INTERPRETATION

In these Conditions:

(a) a singular word includes the plural and vice versa;

(b) a reference to money, dollars, or $, is a reference to Australian currency;

(c) the meaning of any general language is not restricted by any accompanying example, and the words ‘includes’, ‘including’, ‘such as’ or ‘for example’ (or similar phrases) do not limit what else might be included; and

(d) no rule of construction applies in the interpretation of these Conditions to the disadvantage of the party preparing them on the basis that it put forward these Conditions or any part of it.