

**JOHNNOS CAMPERS ORDER FORM****ORDER FORM**

SALESPERSON:

DATE:

NAME:

EST. DELIVERY DATE:

PHONE:

CUSTOMER NO:

ADDRESS:

POSTCODE:

EMAIL:

LICENCE NO:

MAKE:

MODEL:

PRICE:

**OPTIONAL EXTRAS**

AIRCON - ROOF

LITHIUM BATTERIES

EXTRA GAS POINT

AIRCON - UNDERBED

DIESEL HEATER

LOVELLS SUSPENSION UPGRADE

ENERDRIVE 2000W INVERTER

REVERSE CAMERA &amp; INCAR KIT

OTHER (1)

ENERDRIVE 2600W INVERTER

MAJESTIC TV/WINEGUARD ANTENNA

OTHER (2)

ANNEX WALLS

D035 COUPLING LOCK

OTHER (3)

MY COOLMAN FRIDGE

INTERNAL FRIDGE

**ACCESSORY PRICE:****COMMENTS****TOTAL PRICE:**

EFTPOS

DIRECT DEPOSIT

SUBJECT TO FINANCE

**REGISTRATION:****PAYMENT SCHEDULE****BANK DETAILS****TOW AWAY:****25% OF SALE PRICE:**  
(within 7 days of signed order)JOHNNOS CAMPERS PTY LTD  
BSB: 014655  
ACC: 641972416  
PLEASE USE YOUR SURNAME AS REFERENCE**DEPOSIT:****BALANCE:**  
(3 days prior to delivery)**BALANCE:****DATE:**

I have read and agreed to the Johnnos Campers Terms and Conditions of Sale, stated below.

# TERMS AND CONDITIONS OF SALE

## DEFINITIONS

1. **"ACL"** means the Australian Consumer Law Schedule 2 of the Competition and Consumer Act 2010.
2. **"BUYER"** means the person, jointly and several if more than one, buying a product from Supplier.
3. **"CAMPER"** product of contract.
4. **"CONSUMER"** defined by ACL.
5. **"ORDER"** means contract of sale.
6. **"SUPPLIER"** means retailer of the product(s).
7. **"TERMS"** means these terms and conditions of sale.

## 2. BASIS OF AGREEMENT AND ORDERS

2.1 The terms apply exclusively to the order.

2.2 The order is accepted by the Supplier when it signs the order. The Supplier in its discretion may refuse any offer.

2.3 The Buyer acknowledges that they have made their own informed decision, and that the Supplier accepts no responsibility for any decision made regarding the Camper or its use.

## 3. PRICING AND PAYMENT

3.1 Prices quoted include GST.

3.2 Where the Supplier is able to demonstrate to the Buyer that there has been a substantial change in the production cost, the Supplier may in consultation with the agreement of the Buyer, vary the price.

3.3 Unless otherwise specified by the Supplier payment for the Camper must be made as per payment schedule.

3.4 Payment isn't received until clear funds are receipted.

3.5 If significant changes in the initial Order are made by the Buyer during the build process, payment terms can be adjusted by the Supplier in consultation with and agreement from the Buyer.

3.6 Payment times are of the essence.

3.7 If subject to finance terms are 14 days for approval unless special conditions apply.

## 4. PAYMENT DEFAULT

4.1 If the buyer defaults by due date on any amounts owed to the Supplier, the Supplier may, without prejudice to any of its other accrued or contingent rights:

**A)** charge the Buyer interest on any sum due at the prevailing RBA cash rate of interest for the period from the due date until the date of payment in full.

**B)** charge the Buyer for, and the Buyer must indemnify the Supplier from, all costs and expenses (plus legal costs) incurred by the Supplier resulting from the default.

**C)** cease or suspend supply of the Camper.

**D)** by written notice to the Buyer, terminate the Order. If the Order is so terminated, the Supplier may retain reasonable costs including administration costs and commissions, already incurred in the manufacture of the Camper which the Supplier is not able to recoup in the subsequent sale of the Camper.

## 5. CHANGES TO ORDERS AND SPECIFICATIONS

5.1 If the Buyer requests changes or variations to the Order (i.e. customisation or specification changes to the Camper) the Supplier may in its discretion;

- A) reject the request.
- B) adjust the price accordingly.
- C) After plan alterations charge \$250 for new plans.

5.2 The Supplier may change 3 components used of supplied at any time required without liability, provided that specifications are equivalent to the original items in the cost and performance, composition and quality and subject to agreement by the Buyer.

5.3 The Buyer acknowledges that customisation can adjust weights and performance of the Camper. Any weights given are approximates only. The Supplier are not held liable for variations of approximate weight representation.

## **6. DELIVERY**

6.1 Any specified date by the Supplier is an estimate only. The Supplier are not responsible for arrangements made by the Buyer nor liable if manufacture is delayed.

6.2 Unless otherwise agreed in writing;

- A) the buyer is to arrange collection from the Supplier.
- B) delivery of the Camper begins at commencement of handover.
- C) the buyer is responsible for all cost associated not limited to freight, insurance or other charges upon handover.
- D) on and from point of delivery and collection of the order item, the Buyer assumes all risk and liability for loss, damage or injury to persons or to property of the Buyer, or third parties, arising out of the use or possession of the Camper, unless recoverable from the Supplier on a failure of a stator guarantee under the ACL.

6.3 The Buyer must arrange payment prior to collection via transfer and collection of Camper within 3 days of arrival (space pending). If the Buyer does not collect as outlined, the Buyer is deemed to have taken delivery;

## **7. LIABILITY**

7.1 Except as this order specifically states, or as contained in any express warranty provided in relation to the Camper, this order does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Camper, or any contractual remedy for their failure.

7.2 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Buyer or any third party, except to the extent of the liability imposed under the ACL.

7.3 Nothing in this order excludes or displaces any applicable State or Federal legislation.

## **8. CANCELLATION**

8.1 If the Supplier is unable to deliver, the Supplier may cancel the Order by written notice to the Buyer at which time all monies paid will be refunded to the Buyer.

8.2 No purported cancellation or suspension of the Order or any part of it by the Buyer is binding on the Supplier once the Order has been accepted. If in the event the Supplier accepts the cancellation, the Supplier may retain reasonable costs including administration costs and commissions, already incurred in the manufacture of the Camper which the Supplier is not able to recoup in the subsequent sale of the Camper.

## **9. MISCELLANEOUS**

9.1 The law of QLD from time to time governs this contract.

9.2 Any special conditions specified on the Contract form part thereof and prevail to the extent of any inconsistency.

9.3 All brands under the Supplier banner are only to be used productively and reasonably on advertising mediums and social media not limited to Facebook.