

TERMS AND CONDITIONS OF SALE

Freedom Horse Floats & Goosenecks Pty Ltd. ABN – 19 633 725 621

DEFINITIONS

Buyer means the purchaser of any goods specified on a purchaser order to the Company and so far as required by law and subsequent owners or holder of the Goods. **Company** means Freedom Horse Floats & Goosenecks Pty Ltd. ABN – 19 633 725 621. **Consumer** means an individual who buys products for personal use and not for manufacture or resale.

Goods means the products and, if any, services specified on a purchase order from the Buyer to the Company, including but not limited to horse floats and accessories.

GST means Goods and Services Tax in Australia as determined in accordance with the GST Act.

GST Act means the A New Tax System (Goods and Services) Act 1999.

1. GENERAL

1.1 These Terms and Conditions of Trade (Terms and Conditions) apply to all sales of Goods by the Company to the Buyer (including any sales to which a quotation relates) and supersedes any previous terms of trade applying between the Company and the Buyer (however communicated). These Terms and Conditions prevail over any Buyer's terms of trade so that any sale by the Company is on these Terms and Conditions only. 1.2 Notwithstanding clause 1.1 the Company may change these Terms and Conditions at its own discretion and such amended Terms and Conditions will be either posted on the Company's website or provided in writing to the Buyer and will apply to all Goods ordered by the Buyer from the date of such notice.

1.3 Headings are for convenience only and do not form a substantive part of the Terms and Conditions.

2. PRICING

2.1 The price of the Goods is to be calculated by reference to the Company's current price list.

2.2 The prices and product specifications contained in the Company's price list are subject to change at the absolute discretion of the Company and without notice to the Buyer.

3. DELIVERY

3.1 The Buyer agrees that the delivery docket signed, whether by the Buyer; and employee of the Buyer or any other person signing for or on behalf of the Buyer, shall be conclusive evidence of delivery.

3.2 Delivery shall take place at the Company's premises in Tuggerah and cost of delivery to any other place shall be at cost to the Customer at the price quoted by the Company at or after the acceptance of the Purchase Order.

3.3 The Buyer acknowledges that the Company relies on third party suppliers to provide all or part of the Goods, and that the time frame for delivery may be outside of the Company's control. The Buyer further acknowledges that international events, including but not limited to the COVID-19 pandemic, may delay the production or shipping of the Goods. The Buyer warrants that they will not make any claims for compensation or purport to terminate an order due to delays in delivery that are outside of the Company's reasonable control.

3.4 The Company may vary the price of delivery by written notice to the Buyer at any time before delivery.

3.5 The risk in respect of the Goods passes to the Buyer immediately upon delivery to the Buyer if delivered at the Company's premises at Tuggerah NSW or any other sales points within the Commonwealth of Australia OR if delivered otherwise immediately the Goods leave the Company's premises.

4. ORDERS

4.1 An order for Goods constitutes an offer to purchase the Goods by the Buyer subject to these Terms and Conditions.

4.2 Orders accepted by the Company may not be cancelled or altered in whole or in part by the Buyer without the Company's written consent.

4.3 The Company may at its absolute discretion decline any order either in whole or in part.

4.4 In placing any order, the Buyer expressly represent that the Buyer;

4.4.1 is solvent;

4.4.2 has not committed an act of bankruptcy; and

4.4.3 knows of no circumstances which would entitle any creditor or secured creditor or appoint a receiver, or which would entitle any creditor or shareholder to apply to the Court to liquidate the Buyer or exercise any other rights over or against the Buyer's assets.

4.4.4 If a Buyer places an order for which a special manufacturing order must be placed with the manufacturer (Special Order) then the Buyer shall pay to the Company such sum as is necessary in the Company's view to cover the manufacturing and delivery cost to the Company's premises prior to the Company placing the order for manufacture. (The Deposit).

4.4.5 The Order for any goods in stock shall be accompanied by a ten percent (10%) deposit.

5. DEPOSIT

5.1 All Special Orders required a deposit as set out in 4.4.4.

5.2 The Buyer of a Special Order acknowledges that the Company will enter into a contract with an overseas manufacturer and any refund of the deposit whether for cancellation of the order or otherwise will be at the absolute discretion of the Company taking into account its obligations and costs incurred arising from the cancellation including but not limited to its own costs incurred in processing the cancellation if such cancellation has been agreed to.

5.3 The Deposit for In Stock items the order for which is cancelled before delivery for reasons other than major defects as provided in the Australian Consumer Law is solely at the unfettered discretion of the Company. A refund in these circumstances will not be made until the Goods have been re-sold by the Company.

6. TERMS OF PAYMENT

6.1 All invoices are due and payable in full on or before delivery of the Goods.

6.2 The Company in its absolute discretion may extend any terms to the Purchaser and

such terms are only enforceable against the Company if in writing signed and dated by the Company's authorised representative.

6.3 Should the Company extend credit to a Buyer whether on terms or otherwise and the Buyer fails to pay the Company's invoices in accordance with those terms or if payment is accepted by cheque and the cheque is not met on presentation then:

6.3.1 The Company may charge interest on any overdue invoice at the rate of 11.5% per annum calculated and payable daily, compounded from the due date until the invoice is paid in full, and;

6.3.2 The Buyer shall pay all of the Company's costs and expenses (including legal costs determined as between solicitor/own client and mercantile agent fees) which may be incurred in the recovery or attempted recovery of the overdue amounts from the Buyer.

6.3.3 The Company may repossess the Goods using all necessary force to do so and entering onto the premises of any person in whose custody the Goods are to take possession including passing and re-passing over any real property removing or breaking any security restraints upon the premises of the Goods and without the need for any order of any Court. The Buyer for itself and any holder in due course hereby grants an irrevocable license to the Company to do so.

6.3.4 In the event that the default is remedied within 45 days then the Goods will be returned to the Purchaser. Failing which the Goods may be resold by the Company either by private treaty or auction and the Purchaser shall be responsible for all the costs of collection and resale including but not limited to collection agent's costs, costs of transport and sales commissions.

6.3.5 The risk of the Goods shall remain with the Purchaser until resale. The Company shall not be liable for any loss of damage to the Goods while its possession or the possession of its contractors or agents whatsoever.

7. SET OFF

7.1 The Company may set off any amount owed by the Company to the Buyer from any amount due by the Buyer to the Company.

8. GOODS AND SERVICES TAX ('GST')

8.1 All prices will be quoted exclusive of GST. However, all goods will be sold on a 'plus GST (if any)' basis. Invoices will be issued in the prescribed form as set out by Section 195-1 of the GST Act and the related imposition Acts of the Commonwealth (the GST Law).

8.2 Any discounts or other terms agreed between the Buyer and the Company will be calculated on and applied to the Purchase Price exclusive of GST.

8.3 Payment for GST

8.3.1 If GST is imposed on any supply made by the Company to the Buyer pursuant to these Terms and Conditions (the GST Amount), the Buyer must pay the GST Amount to the Company, in addition to any amount payable, and any non-cash consideration provided, for that supply (without any deduction or set-off) by the Buyer under any other clause in these Terms and Conditions. Any GST Amount payable is payable upon demand by the Company whether such demand is by means of any invoice or otherwise.

8.3.2 If any part of the Purchase Price is referable to both a Taxable Supply (as defined in the GST Law) and anything that is not a Taxable Supply, the apportionment of the purchase price between those supplies shall be determined by the Company, and GST applied accordingly.

8.3.3 If the Company determines on reasonable grounds that an adjustment is required to the purchase price, it will promptly issue any "Adjustments Notes" that are prescribed by the GST Law.

9. WARRANTY

9.1 The Purchaser for itself, its heirs and assigns acknowledges it has inspected the Goods prior to delivery and satisfied itself the Goods are reasonably fit for the purpose of a horse float and/or accessories.

9.2 This clause is to be read together with any benefits that the Company may provide under Australian laws and the Freedom Warranty Brochure.

9.3 The Goods are guaranteed against defects in material or workmanship subject to fair and proper usage in accordance with the accompanying Freedom Warranty Brochure.

9.4 The Buyer shall immediately notify the Company in writing within the warranty period of any defect in the Goods supplied.

9.5 Nothing in these Terms and Conditions or the Warranty Freedom purports to modify or exclude the conditions, warranties, guarantees and undertakings and other legal rights, under the Australian Consumer Law and other Australian laws which cannot be modified or excluded. Except as expressly set out in these Terms and Conditions, the Freedom Warranty and as required by the Australian Consumer Law, the Company makes no warranties or other representations, undertakings and guarantees are limited to the fullest extent permitted by law. Any warranties made by the Company to the ultimate consumer of the Goods is solely for the benefit of the Consumer, and no Buyer purchasing goods for resale shall be entitled to bring claims under any such warranties.

9.6 A Consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. A Consumer is also entitled to have the goods repairs or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

9.7 To the extent permitted by statute, the liability, if any, of the Company arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of Goods, shall at the Company's options be limited to:

9.7.1 refund of the Purchase Price; or

9.7.2 the repair of the Goods; or

9.7.3 the cost of repair of the Goods.

10. Subject to clauses 9.5,9.6, and 9.7 the Company shall not in any circumstances be liable to the Buyer under or in connection with these Terms and Conditions, or in negligence or any other tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of these Terms and Conditions, for or in respect of any excluded loss.

11. So far as the law allows the Company is not liable for any consequential damages or losses whatsoever and the Purchaser for itself its heir and assigns indemnifies the Company in respect of any such damages or losses.

12. The Purchase for itself, its heirs and assigns acknowledges the transport of equine animals is inherently dangerous. Notwithstanding s13 of the Australian Consumer Law, the Purchaser for itself its heirs and assigns and having satisfied itself as to the suitability of the Goods at the time of purchase therefore irrevocably agrees that the Company shall not be liable for any damages whatsoever caused to any horse or like animal or any other animal or stock transported in the Goods bought from the Company.

13. OTHER CLAIMS

13.1 Any claims by the Buyer must be notified to the Company in writing within seven days after delivery of the Goods to the Buyer and any claim which the Buyer does not notify within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.

13.2 Any other claims for adjustments to any invoice for any reason whatsoever must be made in writing within the prescribed time periods provided by law.

14. RETURN OF GOODS

14.1 The Company will not accept, without prior authorisation returns for credit, other than defective Goods and warranty claims for which a credit or refund is required by law.

14.2 Any Goods which the Buyer returns for credit other than defective Goods and warranty claims will only be accepted if they are in as new saleable order and condition.

14.3 The Company authorises the return of Goods a Return Authority (RA) will be raised, and the RA number must be quoted by the Buyer on or with any claim documentation sent with the Goods, which must be sent freight pre-paid carried by the Company's nominated carrier. 14.4 The Company reserves the right, except for credits for defective Goods, to charge a handling fee equal to 10% of the credit value (plus GST) and to deduct this fee from the credit amount.

15. IMPLIED TERMS

15.1 It is hereby acknowledged by the Buyer that, under the Australian Consumer Law, certain conditions and warranties may be implied in the contract between the Company and the Buyer and rights and remedies conferred upon the Buyer and other parties in relation to Goods or services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights"). The limitation below is subject to these Non-excludable Rights. 15.2 Subject to clause 15.1, the Company disclaims all conditions and warranties expressed or implied, and right and remedies conferred on the Buyer or other parties, by statute the common law, equity, trade, custom or usage or otherwise howsoever and all such conditions and warranties and such rights and remedies are hereby expressly excluded other than any Non-excludable Right.

15.3 The Company's liability under s74 of the Competition and Consumer Act 2010 (CCA) is expressly limited to a liability to pay or credit to the purchaser an amount equal to:

15.31.1 the cost of replacing the Goods;

15.3.2 the cost of obtaining equivalent Goods; or

15.3.3 the cost of having the Goods repaired, whichever is the lowest amount.

15.4 Where so permitted the liability of the Company for a breach of a Non- Excludable Right is limited, at the Company's option, in the case of Goods, to the replacement or repair of the Goods or the supply of equivalent Goods or the cost of replacing or repairing the Goods or of acquiring equivalent Goods.

15.5 Accordingly, subject to clause 15.1, in no event shall the Company be liable (whether before or after discharge of the contract or otherwise) for any loss or damage to the Buyer howsoever arising including any loss or damage arising from or caused or contributed to by negligence of the Company, its servants or agents, nor shall the Company be liable for special, incidental, indirect or consequential loss or damage suffered by the Buyer as a result or a breach by the Company of its obligations or otherwise including but not limited to economic loss, loss of profits or revenue or costs arising from such breach.

16. INDEMNITY

16.1 Subject to clause 15, the Buyer shall indemnify and keep indemnified and hold the Company harmless from and against all liabilities, losses, damages, costs, or expenses incurred or suffered by the Company, and from and against all actions, proceedings, claims or demands made against the Company, arising from one or more of the following:

16.1.1 As a result of the Buyer's or any subsequent holder of the Goods failure to comply with any laws, rules, standards, or regulations applicable in relation to the Goods or the use of the Goods.

16.1.2 As a result of any other negligence or other breach of duty by the Buyer; or

16.1.3 As a result of any compliance or adherence by the Company with any instructions of the Buyer in relation to the Goods or their manner of fabrication.

17. RIGHTS IN RELATION TO THE GOODS

17.1 Where the Buyer is in actual or constructive possession of the Goods:

17.1.1 The Buyer will not deliver them or any document of title to the Goods to any person except as directed by the Company; and

17.1.2 It is in possession of the Goods as a bailee of those Goods and owes the Company the duties and liabilities of a bailee.

17.1.3 The Buyer is a bailee of the Goods until such time as property in them passes to the Buyer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full.

17.2 In connection with the Goods, the Company states to the Buyer that:

17.2.1 The Company has the right to supply the Goods to the Buyer; and

17.2.2 If the Goods are not owned by the Company, that the Company is authorised to supply the Goods to the Buyer.

17.3 The Company and the Buyer agree that:

17.3.1 All risk of loss in respect of the Goods transfers to the Buyer upon completion of the Company's delivery obligations;

17.3.2 The property of the Company in the Goods remains with the Company until the Company has been paid in full for the Goods under all individual contracts for the supply for the Goods between the Company and the Buyer;

17.3.3 Pending payment in full for the Goods, the Buyer:

17.3.3.1 Must not supply any of the Goods to any person outside of its ordinary or usual course of business;

17.3.3.2 Must not allow any person to have or acquire any security interest in the Goods;

17.3.3.3 Must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carried on business; and

17.3.3.4 Must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.

18. WITHHOLDING SUPPLY

18.1 The Company reserves the right, irrespective of whether or not an order has been accepted and without notice to the Buyer, to withhold supply to the Buyer and the Company will not be liable for loss or damage resulting directly or indirectly from such action where:

18.1.1 the Company has insufficient Goods to fill the order;

18.1.2 the Goods ordered have been discontinued; or

18.1.3 the Company has determined in the Company's absolute discretion that credit should no longer be extended to the Buyer.

19. MODIFICATIONS OF LABELS

19.1 The Buyer shall not, without the Company's written consent, alter, remove, or obliterate any labels which the Company attaches to the Goods. This is a fundamental term. This term does not merge on completion.

20. PERFORMANCE AND REPRESENTATIONS

20.1 The Buyer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representations or given any promises or undertaking which is not expressly set out in writing whether as to the fitness of the Goods for any particular purpose or any other matter.

21. DEFAULT IN PAYMENT

21.1 The Company will treat any default by the Buyer in payment of any monies due to the Company as a breach of these Terms and Conditions. The Company reserves the right thereupon to cease work on the relevant order and all other orders placed by the Buyer and hold all the Buyer's work until the due payment or payments on all moneys owed are made. Recurring payment default may, at the Company's discretion, lead to the Buyer's account with the Company being closed and any further order placed by the Buyer and accepted by the Company will only be processed when prepaid at the Company's absolute discretion.

22. WAIVER

22.1 Failure by the Company to insist upon strict performance of any term, warranty or condition of these Terms and Conditions shall not be deemed as a waiver thereof or of any rights the Company may have, and no express waiver shall be deemed a waiver of any subsequent breach of any terms warranty or condition.

23. INTELLECTUAL PROPERTY RIGHTS

23.1 The Buyer warrants that any designs or instructions furnished to the Company shall not be such as will cause the Company to infringe any intellectual property rights (including patents, registered designs, trademarks, copyrights, confidential information and the like) in the execution of the Buyer's order and the Buyer agrees to indemnify the Company against any infringement or unauthorised use of the intellectual property rights arising out of the manufacture or use of the Goods and it is especially agreed that the sale and purchase of Goods does not confer on the Buyer any licence or rights under any intellectual property rights which is the property of the Company.

23.2 The Buyer acknowledges and agrees that the Company and/or its affiliates are the sole and exclusive owners of all trademarks and trade names used by the Company and its affiliates in connection with the Goods and any local language variants thereof (the "Trademarks"). Any use of the Trademarks by Buyer shall be made only with the Company's prior written approval and solely in connection with the advertising, promoting or selling the Goods and any such shall inure to the benefit of the Company and/or its affiliates. In no event shall a Buyer or its affiliates file any application to register a trademark or a domain name or use any trademark, domain name, business names or trade style that incorporates or its confusingly similar to any of the Trademarks. If a Buyer files any application of any kind that incorporates or is confusingly similar to any of the Trademarks. If a Buyer files any application of any kind that incorporates or is confusingly similar to any Trademark, it shall immediately transfer such application of any rights derived therefrom to Company or any affiliates as designed by Company.

24. NOTICES

24.1 Any notices to be given by the Buyer to the Company must be in writing and shall be sent to the Company address which is, until notified otherwise, as follows;

Freedom Horse Floats & Goosenecks Pty Ltd

22 Ace Crescent, Tuggerah NSW 2259

Email: scott@peaceland.com.au

24.2 No notice shall be deemed to have been given until it is actually received at such address.

25. SEVERANCE

25.1 It is agreed that if any provision of these Terms and Conditions should be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof and each such other provision shall remain in full force and effect.

26. GOVERNING LAW

26.1 There Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales. The Buyer and the Company agree to submit to the non-exclusive jurisdiction of New South Wales and the Federal Court of Australia.

27. ENTIRE AGREEMENT

27.1 These Terms and Conditions contain all the terms of the agreement between the parties and supersede all prior discussions and arrangements. In the event that there is any conflict between the provisions of these Terms and Conditions and the provisions of the Purchase Order or any record of any other agreement that the Company may have with the Buyer, then the provision of these Terms and Conditions shall prevail. The only exception to the foregoing will be a signed Trading Terms Agreement (if applicable) that will prevail in relation to specific clauses relation to Pricing, Minimum Order Values and Delivery Terms.

28. CLERICAL ERRORS

28.1 The Company reserves the right to correct clerical errors without notifications.