

STANDARD TERMS AND CONDITIONS OF ONLINE SALE – JOHNSONS TRUCK & COACH SERVICE PTY LTD

1. SCOPE

1.1 These standard terms and conditions govern all the sales of Supplies as offered on the website www.johnsonstrucks.com.au by Johnson's Trucks, an Authorized Dealer for Mack, UD, and Volvo & Hino Trucks along with Southern Cross Trailers with branches in Mildura, Broken Hill and Swan Hill.

1.2 Placing an order for Products entails the Customer's full and unreserved adherence to these ST&Cs. In accordance with the law, these ST&Cs constitute the basis of the commercial negotiation and consequently prevail over any contradictory provisions that may derive from the Customer.

2. DEFINITIONS

"Customer": Any legal entity or natural person purchasing Products from the Seller.

"Order": Action for the Customer selects a Product on the order page and validates the order process up to payment.

"Supplies": the Supplies provided and marketed by the Seller, as presented on the Website.

"Website": the website www.johnsonstrucks.com.au.

"Seller": the company Johnson's Truck & Coach Service Pty Ltd

3. ORDERS

3.1 Any quotation from the seller automatically expires after 30 days unless accepted in writing and a deposit paid.

3.2 The Order is placed with the Seller by the Customer by selecting one or more Products which, in accordance with the selection, the Customer places in his "Cart".

3.3 Before validating the Order, the Customer shall expressly accept these ST&Cs, by ticking the box "I have read and I accept the general conditions of sale".

3.4 In order to ensure a secure payment from Customers on the Website, the Order is only validated after the Customer provides the information required for the successful completion of their Order and pays for it.

This information is as follows:

Customer's name, billing address, email address, telephone number, and Delivery address and recipient's telephone number etc.

3.5 The Customer warrants the accuracy of all this information. Should all or part of the delivery addresses prove incorrect, thereby obliging the Seller to return the orders to its warehouse, the Customer shall bear the consequences thereof and the Seller shall be entitled to charge administrative and transportation costs associated with returning the Orders.

3.6 The Customer's Order shall be systematically confirmed via email, at the address indicated by the Customer when placing the Order. This confirmation email shall include, in particular, an order confirmation in the Customer's name, summarising the identifying features of the Order.

3.7 In order to track the Order, the Customer may contact the Seller's customer service department at the following email address: info@johnsonstrucks.com.au if they did not receive an automated email with tracking info.

3.8 The Seller reserves the right to refuse an Order from a Customer with whom there is a dispute over the fulfilment or payment of a previous Order or when the Customer has not complied with these ST&Cs.

4. PRODUCT AVAILABILITY

4.1 The Order is placed subject to the availability of the Seller's stocks. In case of shortage of supply, the Seller shall inform the Customer via email of the additional delay associated with a new production, partial delivery or cancellation of the Order.

4.2 In case of shortage of supply, the Seller cannot be held liable for the physical impossibility of honouring the Order. Where applicable, the Seller agrees to reimburse the Customer for the costs corresponding to the partial or total cancellation of the Order.

5. DELIVERY

5.1 Where the seller agrees to deliver the Goods or Finished Goods other than at the seller's premises, the Customer is liable to pay the seller charges for transport, packaging and insurance. The Customer is also responsible for the delivery of Customer Goods to the seller's premises, including the cost of transport, packaging and insurance.

5.2 The delivery times indicated are average delivery times, provided for information only, and may vary according to the destination.

6. PRICES

6.1 The prices are indicated on the Website in Australian Dollar, including all taxes applicable in Australia.

6.2 The prices indicated may be changed at any time without advance notice. However, the Products shall be charged at the rate in force when the Order was validated.

7. PAYMENT

7.1 The customer can select one of the payments methods described on the Website. The seller reserves the right to exclude or include particular payment methods at any time.

7.2 In case of payment by 'PayPal or Credit Card', the Customer's account shall be debited immediately after acceptance of these ST&Cs and validation of the Order, when the confirmation email is sent.

7.3 The Customer warrants that he has the necessary rights to use his payment card and that he is fully authorised to use it to pay for the Order. He also warrants that this card gives access to sufficient funds corresponding to the amount of the Order. Failing this, the Seller reserves the right to cancel the sale.

7.4 If the Customer chooses 'Cheque or Money Order' as payment method, please select the 'cheque/money order' option when completing your order. Please make Cheques payable to: Johnson's Trucks and Coach Service Pty Ltd. And post to: PO Box 1700cp, Mildura, Victoria, 3501. Please print a copy of your order confirmation email and note your order number when posting either your cheque or money order. NB: There is a Bank Clearance delay when paying by cheque or money order (maximum 5 working days). Once monies are cleared, your order will be sent.

7.5 For its part, the Seller uses a secure payment method. Consequently, it cannot be held liable for any fraudulent or improper use of the Customer's means of payment, over which it has no control.

8. PRODUCTS COMPLIANCE

8.1 Upon each delivery of Products, the Customer must immediately check that the delivery received complies with the Order placed. This check shall be carried out using criteria which, unless specifically agreed in writing, are as follows: compliance with the place and method of delivery, compliance with the type and quantity of Products delivered in relation to the quantity accepted and acknowledged by the carrier when loading, and the condition of the packing boxes.

8.2 Should the Product delivered to the Customer not comply with the Order, the Customer may return it to the Seller. The seller shall be responsible for return freight charges. Send email to info@johnsonstrucks.com.au with copy of invoice and photos.

8.3 Any incorrect items must be returned in their original unopened packaging. Any faulty items must be returned in their original packaging. The customer must advise the seller at info@johnsonstrucks.com.au of any faulty or incorrect items within 5 days of the customer's invoice.

9. EXCHANGE OR REFUND

9.1 The seller will not accept returns of gaskets, seals, belts, hoses, opened or non-stocked supplies specifically ordered to meet Customer requirements or any of the supplies after 28 days from the date of supply to the Customer (non-returnable parts).

9.2 Specially ordered supplies and all electrical supplies are non-returnable.

9.3 The supplies other than non-returnable supplies may be returned provided they are unused, undamaged and returned in original unopened packaging.

9.4 If returned within 14 days of delivery of the supplies to the Customer, the seller allows a full credit to the Customer upon provision of proof of purchase by the Customer. If returned between 15 days and 28 days after delivery, the seller will allow credit of invoiced price less 15%. (Surcharge unless prior agreement has been made)

9.5 The Customer must pay the cost of returning supplies. A copy of the original the seller invoice must accompany the return of Supplies. All returned supplies are at the Customer's risk until accepted by the seller in good order. The seller will not accept the return of any of the supplies which have been used in any circumstances and gives no warranty whatever in respect of Supplies which have been used.

9.6 Authorisation for exchange, refund or credit must be made to the seller in writing prior to the customer sending back the item(s). Please email the seller at info@johnsonstrucks.com.au to get an authorisation. We have tried to provide you with high quality images and descriptions of our product lines. Please note that colour may vary from computer screen to computer screen.

10. USE OF THE WEBSITE AND PERSONAL INFORMATION

10.1 The use of the Website shall not confer any rights. All rights used or represented on the Website shall remain the Seller's exclusive property and cannot be reproduced, disseminated, sold, marketed or used for other than personal purposes by the users, whether Customers or not, without the prior and written agreement of the Seller.

10.2 Collection of Data. Providing us with other information is at your option. Please take note that your user name, e-mail address, or other submissions that you make on this site may contain your real name or other personally identifiable information and, as a result, may appear on this site. Like many websites, we may also automatically receive general information that is contained in our server log files such as your IP address and cookie information. Our registration process requires a valid e-mail address, a unique user ID, a password, and may include your mailing address in case we ever need to post anything to you.

10.3 Use of Data. We may use Data to customise and improve your user experience on this site. We will make efforts so that your Data will not be provided to third parties unless (i) provided for otherwise in this Privacy Policy; (ii) we obtain your consent, such as when you choose to opt-in or opt-out to the sharing of Data; (iii) a service provided on this website requires the interaction with or is provided by a third party, by way of example an Application Service Provider; (iv) pursuant to legal process or law enforcement; (v) we find that your use of this site violates our this Policy, Terms of Service, other usage guidelines or as deemed reasonably necessary by us to protect our legal rights and/or property; (vi) or (vi) this site is purchased by a third party whereby that third party will be able to use the Data in the same manner as we can as set forth in this Policy. In the event you choose to use links that appear on our site to visit other websites, you are advised to read the privacy policies that appear on those sites.

10.4 Cookies. Like many websites, we set and use cookies to enhance your user experience, such as retaining your personal settings. These cookies are set only for this purpose and are not used for tracking offsite, or offline.

10.5 Editing or Deleting Your Account Information. We provide you with the ability to edit the information in your user account information that you provided to us in registration by using your personal page configuration area. You may request deletion of your user account by contacting us via email. Content or other data that you may have provided to us and that is not contained within your user account, such as posts that may appear within our forums, may continue to remain on our site at our discretion even though your user account is deleted.

10.6 Changes to this Privacy Policy. As our website continues to grow, we may make changes to this Policy from time to time. We will notify you of substantial changes to this Policy either by posting a prominent announcement on our site and/or by sending a message to the e-mail address you have provided to us that is contained within your user settings.

10.7 NO GUARANTEES. Access to the Website is provided on an "as is" basis, accessible according to its availability and with no guarantee from the Seller. It shall be used at the user's risk. The Seller does not warrant that (i) the Website, the content and Products offered shall fully meet the user's expectations, (ii) the Website shall be uninterrupted and free from all errors, or that (iii) the Website shall not contain any viruses.