

## **Uteboss Utility Canopies Pty Ltd Terms and Conditions**

Please read the following terms and conditions before placing your deposit. Receipt of your deposit confirms that you have read and agreed to these terms and conditions.

**Prices:** All prices are noted in Australian dollars and includes 10% Australian Goods and Services Tax (GST). Prices are subject to change without notice.

**Quotations:** All quotations are valid for thirty (30) days.

**Ordering:** By placing an order and/or agreeing to ordering goods and/or services from Uteboss Utility Canopies, the customer agrees to these Terms and Conditions (with or without signatures). By agreeing to these Terms and Conditions, the customer agrees that he understands the contents of the written quotation, these Terms and Conditions, and that everything discussed with Uteboss Utility Canopies has been accurately recorded in the quotation. Dimensions of goods written on any quote form, email or build diagram are approximate only and do not constitute a sale by description.

**Cancellation:** Once accepted by Uteboss, the customer can only cancel an order before commencement of the manufacturing and/or alteration process (dependant on the specifics of the job) by advising Uteboss in writing via email or letter and by Uteboss accepting and agreeing to the cancellation in writing.

**Pre-Production:** Uteboss will contact you prior to the commencement of the manufacturing and/or alteration process (dependant on the specifics of the job). It is the customer's responsibility to ensure all the build details are correct prior to manufacture. Acceptance of any alterations requested by the customer after the build drawings have been confirmed is at the sole discretion of Uteboss. These alterations may increase the quoted price and production time, and must be agreed to by Uteboss in writing.

**Deposit:** The estimated start date for the production of the customer's product is based on the date the customer's 20% deposit clears into Uteboss's account. As Uteboss is a small business, any new deposits received by Uteboss prior to the customer's deposit will extend the estimated start date. It is the customer's responsibility to confirm with Uteboss prior to placing the deposit that the original estimated start date for the production is still current. The customer's deposit is refundable (excluding a 10% administration fee) until the build drawings have been confirmed and Uteboss commences the manufacturing and/or alteration process (dependant on the specifics of the job). Please note deposits are not refundable once work has commenced.

**Payment schedule:** The customer is required to pay a 20% deposit in order to secure their order with Uteboss. The customer is required to pay 30% of the total price in order to commence the build. Uteboss will notify the customer at least seven (7) days prior to the commencement of the build. The customer must ensure the 30% payment is made within seven (7) days of the date the email is sent in order to maintain their position in the build schedule. Final payment must be cleared in Uteboss's bank prior to the product leaving the workshop. This includes bank cheques. The product remains the property of Uteboss until full payment is received and cleared in Uteboss's bank. Accepted payment methods are; direct deposit, electronic transfer to Uteboss's bank account, bank cheque addressed to Uteboss Utility Canopies Pty Ltd or cash on pick up. Please note, if the customer is using electronic transfer or bank cheque, the customer must allow a minimum of four (4) working days for the transfer to finalise. Even though the money leaves the customer's account immediately, some banks take up to four (4) days before clearing and depositing the money into the requested account. This policy is strictly applied with no exceptions.

Any additional charges that result on the day of fitting will be invoiced separately and must be paid by the customer prior to the product leaving the workshop. For these additional charges, Uteboss will accept cash, bank cheque addressed to Uteboss Utility Canopies Pty Ltd, direct deposit or

electronic transfer into the nominated bank account. If the customer chooses to pay by electronic transfer, the customer must send Uteboss the receipt of this transfer prior to the products leaving the workshop. Uteboss reserves the right to hold a customer's vehicle and/or Uteboss manufactured, designed, or supplied product on Uteboss's premises in the event of an outstanding/unpaid invoice in order to secure payment. The customer's vehicle and/or Uteboss manufactured, designed or supplied product can be held until such time that the outstanding/unpaid invoice is paid in full.

**Start date:** Uteboss will notify the customer at least seven (7) days prior to the commencement of the build. This notification will include build drawings and the 30% payment due. It is the responsibility of the customer to look carefully over these diagrams. The customer must confirm or make alterations to these drawings and return to us along with the 30% payment and these signed Terms and Conditions within seven (7) days of the date the email is sent in order to maintain their position in the build schedule. Any alterations to the build details may result in an additional charges and delayed production time. Uteboss must agree in writing to any proposed changes by the customer. At times, proposed changes are not possible. If Uteboss determines that the customer's proposed changes are not possible, Uteboss will discuss with the customer alternate options.

**Pick-up date:** Uteboss strives to deliver the customer's product on time. However, as most of Uteboss's products are custom made, delays to finishing on time due to materials, customer alterations, and unforeseen circumstances do occur from time to time. Every product is different, and additional components of the build extend the build time. The start/finish date given to the customer by Uteboss is an estimation only and not a guaranteed date. Uteboss will inform the customer of any delays regarding the customer's product. Uteboss will contact the customer when the product is complete and ready to pickup. Uteboss cannot agree to a predetermined finish date or fitting date. If the customer requires the product to be completed on a specific date, please advise Uteboss prior to placing a deposit as it may not be feasible.

**Fitting:** Uteboss will arrange a fitting date with the customer once the product is completed. Uteboss does not arrange fitting dates prior to completion or when ordering unless specifically noted by Uteboss. If "price includes fitting" is noted on the quotation by Uteboss, this refers to standard fitting. We allow two (2) hours for standard fitting of tray mounted canopies. Custom sized products sometimes require additional time depending on the make of vehicle and tray and extra charges may apply. Uteboss charges \$100 per hour for all fitting charges outside of the standard fitting allotment. Canopies fitted to the chassis instead of a tray may require additional time and materials depending on the make of vehicle and additional charges may apply. We allow four (4) hours for standard fitting of chassis mounted canopies. Uteboss charges \$100 per hour for all fitting charges outside of this standard fitting allotment. Uteboss will advise the customer of any additional charges. These charges will be noted on an additional invoice payable upon pickup. Any extra requirements or modifications requested by the customer at the time of fitting cannot be accommodated.

The customer is responsible for contacting Uteboss prior to fitting to discuss any matters which may necessitate delaying fitting. The customer is responsible for having their vehicle ready for fitting. Uteboss does not remove trays, headboards, tubs, toolboxes, etc for free. If removal is required, the customer must contact Uteboss prior to fitting. Removal will be charged at the hourly rate of \$100. Trays, tubs, and other parts removed by Uteboss must be removed from Uteboss's premises by the customer when picking up their vehicle. Uteboss is unable to store parts, canopies, vehicles, or trailers at our premises unless specifically agreed to in writing by Uteboss. The customer must leave their vehicle with Uteboss for fitting. The customer must organise their own transport from the workshop while the products are being fitted. Uteboss does not have toilets or facilities for customers to remain at the workshop. Uteboss will contact the customer when the fitting is completed. This is usually the same day, however at times fitting may extend to the next day. If the customer's vehicle must remain in the workshop, Uteboss will take due care to lock the vehicle inside overnight. Any vehicles left at Uteboss premises remain the sole responsibility of the

customer and Uteboss shall not be liable for any loss or damage to any customer's vehicle by any cause while left at the Uteboss premises.

**Finishes:** We outsource any painting and powder-coating to professionals. If the customer chooses to have their product painted or powder-coated, the estimated build time will increase by at least two weeks. Uteboss has no control over the time taken for the professional powder-coaters and painters to fit the product in to their workload, do the work on the product, and for Uteboss to pick up the product. Finishes, including painting, powder-coating, or polishing, are not covered under warranty. Powder-coating will not produce an exact match to the vehicle. If the customer chooses to paint the canopy to match the vehicle, the vehicle will need to be left at Uteboss's workshop prior to Uteboss delivering the product to the painter, in order for a proper colour match to be attained.

**Liability:** Uteboss is not liable in any way for any loss to the customer and/or third party, including but not limited to loss of income, travel expenses, costs associated with rescheduling, for delay in completing an order of any Uteboss manufactured, designed, or supplied product.

**Authority:** By agreeing to these Terms and Conditions, the customer gives Uteboss the authority to:

1. Enter the customer's vehicle; and/or
2. Drive the customer's vehicle as necessary while the vehicle is in Uteboss's possession; and/or
3. Disconnect the customer's vehicle battery when necessary during the manufacturing and/or fitting process and/or
4. Remove and/or refit wheels, body accessories, fixtures, etc when necessary

**Freight/Delivery:** Prices on quotation do not include any freight or delivery costs. Any freight cost estimates provided by Uteboss verbally, or in writing, on a quotation or email, are estimates only. Final freight prices will be confirmed when Uteboss manufactured, designed, or supplied products are completed and ready for dispatch. Freight costs must be paid prior to product dispatch. Any delays in freight payment will delay product delivery and may result in higher freight charges. Uteboss is not responsible for any delays in freight time estimates. All questions regarding freight delivery times are to be addressed to the specified freight company directly. Uteboss is not liable for any damage caused to a customer's vehicle and/or Uteboss manufactured, designed, or supplied product during the freight or delivery process. Uteboss urges the customer to take out freight insurance with the specified freight company, and therefore relay any concerns and/or issues possibly caused in transit to the freight company directly. Packing of products by Uteboss for freight/delivery will incur an additional charge. Packing and packing materials are not refundable unless otherwise stated by Uteboss.

**Custom design work:** Uteboss takes no responsibility for customer designed parts if they fail or cause injury. Uteboss does not build parts that Uteboss considers unsafe. Uteboss does not accept responsibility of a part made by Uteboss, designed by the customer that becomes unsafe at a later date. Customers requesting custom designed canopies or products must supply detailed drawings in order to avoid any confusions or mistakes. Uteboss advises customers not to rely on a conversation or a rough sketch as once a custom canopy or part is manufactured, it is not returnable or refundable. During the manufacturing and/or alteration process, Uteboss reserves the right to make necessary changes during manufacture of custom designed parts due to engineering constraints or safety factors. Standard canopy sizes and finishes are noted on our website. Painted and powder coated canopies, any canopies outside of these sizes, and any chassis mount canopies are considered custom canopies and are not refundable or returnable. If the canopy or part does not fit correctly, needs modification, or necessitates unforeseen work, extra charges will apply. Uteboss urges customers to take exact measurements and allow for frame work, floor lip height, drawer space etc. Uteboss is happy to advise on this, but any measurements or subsequent changes must be noted on the quote by the customer and agreed to by Uteboss to

avoid confusion. Uteboss will not be held liable for any problems associated with customer requirements that are not noted on the quote in writing and agreed to by Uteboss.

**Quality:** Uteboss strives to deliver products of high quality to the customer. As Uteboss products are manufactured by hand in Australia, the products may contain minor imperfections.

**Mounting points:** Uteboss only secures tray mounted canopies with interior bolts through the canopy frame and vehicle tray. This gives a secure and tamper proof fitting. Fitting of over centre catches or other devices by the customer or any third party will void the customer's Uteboss warranty.

**Lift off legs:** Are designed for lifting the canopy with no more than 500 kgs of evenly distributed contents inside. Once the canopy is removed from the vehicle, the legs must be wound down to the lowest level for safety reasons. Any modification to the legs/mounting points by the customer or a third party will void the customer's warranty. Any overloading of the canopy by the customer or a third party will void the customer's warranty. Uteboss does not fit castor wheels to the legs due to safety reasons. Fitting castor wheels by the customer or a third party will void the customer's warranty.

**Internal Drawers:** Overloading of the drawers will void the customer's warranty. Draw slide ratings are given by the manufacturer of the drawer slides and are in no way a rating for the drawer capacity. The customer must indicate the required use for the drawers and the expected weight load so that Uteboss can design and manufacture the drawer accordingly.

**Kitchens:** Uteboss uses Smev/Dometic appliances for their quality and reliability. Other brands and/or customer bought items will not be fit by Uteboss. Customers may fit their own non Smev/Dometic items if they wish. Modification to Uteboss kitchens by fitting appliances by the customer or another third party voids the customer's warranty. Gas connection is the responsibility of the customer and must be done by a licensed gas fitter.

**Maintenance:** Below are the maintenance recommendations by Uteboss. The below recommendations are based on normal driving. More frequent service will be required with off road driving.

1. Door hinge: Lubricate with WD-40 or similar monthly or immediately after any beach work.
2. Door locks: Lubricate mechanism inside canopy, drawers, or toolbox and exterior lock barrel with WD-40 or similar monthly or immediately after any beach work.
3. All fasteners to be inspected monthly and adjusted where necessary. More frequent inspection may be necessary after off road driving.
4. Drawer slides to be lubricated with silicone spray or similar.

Please note, salt water and sand contact with the customer's canopy is not covered under warranty. Immediate washing with detergent once leaving the beach and lubricating as above is highly recommended.

Regular maintenance is essential to avoid problems and/or voiding the customer's warranty.

**Warranty:** Uteboss offers customers a 12 month warranty on materials and a 5 year warranty on workmanship from date of purchase. This warranty covers general road use and light off-road work. Warranty is not transferable. All warranty work must be carried out by Uteboss at Uteboss's premises. Any modifications not authorised by Uteboss in writing will void the warranty. The customer is responsible for contacting Uteboss to discuss any alterations prior to making the alterations. The customer acknowledges and agrees that any warranties provided by the manufacturer of the vehicle may be void as a result of fitting a Uteboss canopy and/or accessories. It is the responsibility of the customer to verify this with the provider of such warranties. Uteboss will not be liable in any way for claims or loss suffered in connection with any warranties provided by third parties which cease to be valid or enforceable as a result of fitting a Uteboss canopy and/or accessories. Any transportation costs involving any warranty work will be the responsibility of the customer. Transport damage is not covered by Uteboss in any circumstances. Loss of income, use

or enjoyment while undergoing warranty work is not covered by Uteboss. Any damage as a result of exceeding the carrying capacity, misuse, or negligence by the customer will void the warranty. Abuse, accidental damage, or damage suffered by driving with a canopy window or door open is not covered under warranty. The customer is responsible for sending all claims in regards to the warranty in writing to Uteboss by email to [uteboss@hotmail.com.au](mailto:uteboss@hotmail.com.au). If Uteboss finds the claim to be covered under the warranty, Uteboss will make an appointment with the customer to visit the workshop to remedy the issue. The decision to repair or replace any product or part remains at the sole discretion of Uteboss. Any claims that come from fitting the canopy by the customer or third party, including re-fitting the canopy after the canopy has been lifted off, are not covered under this warranty. Any damage done to the canopy, accessories, or vehicle during lift off or refitting by the customer or a third party is not covered by Uteboss. Uteboss accepts no returns for custom canopies and products.

**Vehicle loading:** The customer is responsible to check the weight of the vehicle once the canopy and/or accessories are fitted to avoid overloading. All weights given by Uteboss in writing or verbally are estimates only. The customer should not rely on these estimates when determining if their vehicle will be overloaded.

**Hourly rate:** \$100

**Modification:** Uteboss reserves the right to modify these terms and conditions at any time. Any changes are affective immediately.

**Severance:** If any stipulation in these Terms and Conditions are illegal or unenforceable under law, such stipulations shall be severed and the rest of this contract shall remain in force.