HI-TORQUE PERFORMANCE PTY LTD

ABN 82 153 462 723

TERMS AND CONDITIONS OF SALE, MANUFACTURE AND SERVICE

Engines, Transmissions and Differentials

These Terms and Conditions ("Terms") govern the design, building, machining, assembly, supply, sale and servicing of engines, transmissions, differentials and related componentry ("the Goods") by Hi-Torque Performance Pty Ltd (ABN 82 153 462 723) of 20 Wrights Place, Arundel, Queensland 4214 ("the Company") to any person or entity that purchases, commissions or accepts delivery of the Goods ("the Customer"). By placing an order, paying a deposit, accepting a quotation or taking delivery of any Goods from the Company, the Customer acknowledges that it has read, understood and agrees to be bound by these Terms without qualification.

1. DEFINITIONS AND INTERPRETATION

1.1 "Goods" means any engine, transmission, differential, gearbox, driveline component or associated part designed, built, remanufactured, machined or supplied by the Company, whether as a complete unit or as individual components.

1.2 "Workmanship" means the labour, machining, assembly, balancing, fitment and building work performed by the Company in the manufacture or rebuild of the Goods, and does not of itself extend to third-party manufactured parts, components or materials incorporated into the Goods.

1.3 "Fault" or "Defect" means any failure of the Goods to perform in accordance with their intended function which arises from workmanship carried out by the Company, but does not include damage, wear or failure caused by matters referred to in clause 6.

1.4 "Fully Licensed Mechanic" means a person who holds a current and valid tradesperson's licence, motor mechanic licence or equivalent recognised trade qualification permitting that person to lawfully carry out motor vehicle mechanical repair work in the relevant State or Territory.

1.5 A reference to "servicing" includes all scheduled maintenance, oil and filter changes, fluid changes, tuning, inspection and adjustment work required from time to time in respect of the Goods.

1.6 The singular includes the plural and vice versa, and a reference to a party includes that party's executors, administrators, successors and permitted assigns.

2. APPLICATION OF THESE TERMS

2.1 These Terms apply to every quotation, invoice, work order and sale issued by the Company and form part of the contract between the Company and the Customer to the exclusion of any terms or conditions put forward by the Customer, unless expressly agreed to in writing by a director of the Company.

2.2 No employee, agent or representative of the Company has authority to vary, waive or add to these Terms unless that variation is confirmed in writing and signed by a director of the Company.

2.3 If any quotation, work authorisation or invoice contains terms specific to a particular job, those specific terms apply in addition to, and do not derogate from, these Terms except to the extent of any direct inconsistency.

3. WARRANTY PERIOD

3.1 The Company warrants its Workmanship in respect of all engines, transmissions and differentials built, assembled or remanufactured by it for a period of twelve (12) months from the date of invoice or the date of collection/delivery of the Goods, whichever occurs first ("the Warranty Period").

3.2 The warranty referred to in clause 3.1 is strictly limited to defects in Workmanship attributable to the Company and does not constitute, and must not be construed as, a warranty in respect of the design life, performance, durability or fitness for a particular racing, competition or high-performance application of the Goods.

3.3 Where the Company supplies parts manufactured by a third party as part of the build, any warranty in respect of those parts is limited to the warranty (if any) extended by the original manufacturer or supplier of that part, and is not extended, guaranteed or underwritten by the Company beyond passing on the benefit of that manufacturer's warranty, where capable of assignment.

3.4 The warranty under this clause 3 is personal to the Customer named on the original invoice and does not transfer to a subsequent owner of the vehicle or equipment in which the Goods are installed, unless the Company agrees in writing to extend the benefit of the warranty to that subsequent owner.

4. REPORTING OF FAULTS OR DEFECTS

4.1 The Customer must report any suspected Fault or Defect in the Goods to the Company immediately upon becoming aware of it, and in any event before continuing to operate, drive or run the vehicle, vessel or machinery in which the Goods are installed.

4.2 Notification under clause 4.1 must be made directly to the Company, in the first instance by telephone to 07 5500 6512 followed as soon as practicable by written confirmation (by email to admin@hi-torqueperformance.com.au or in person), and must describe the symptoms observed, the circumstances in which they arose and the current odometer, hour-meter or run-time reading of the Goods where applicable.

4.3 The Customer must not continue to operate the Goods, and must not permit any other person to operate the Goods, after a Fault or Defect has become apparent. Continued use, driving, towing, racing or operation of the Goods after a Fault or Defect has manifested, or after warning signs (including but not limited to unusual noise, smoke, loss of oil pressure, loss of fluid, overheating or loss of drive) have appeared, will void the warranty in clause 3 to the extent that such continued use caused or contributed to any resulting damage.

4.4 The Customer must not disassemble, interfere with, or permit any person other than the Company to inspect, dismantle or attempt to repair the Goods once a Fault or Defect is reported, unless the Company has given its prior written consent. Any unauthorised dismantling or attempted repair will void the warranty.

4.5 The Company will, acting reasonably, arrange for inspection of the Goods as soon as reasonably practicable following notification and will advise the Customer of the outcome of that inspection and, where a valid warranty claim is established, the proposed rectification.

5. SERVICING REQUIREMENTS

5.1 As a strict condition of the warranty in clause 3, all Goods must be serviced exclusively by the Company or by a Fully Licensed Mechanic, in accordance with the service intervals, procedures and specifications provided by the Company at the time of delivery or otherwise notified to the Customer in writing.

5.2 The Customer must retain, and must produce to the Company upon request, complete and legible records of all servicing carried out on the Goods, including invoices or work orders identifying the person or workshop who performed the service, the licence details of that person (where the service was not performed by the Company), the date of service, the odometer or hour-meter reading, and the parts, oils and fluids used.

5.3 Servicing performed by a person who is not the Company and who is not a Fully Licensed Mechanic, or servicing performed using parts, oils, fluids or specifications that do not meet those specified by the Company, will void the warranty in clause 3 in its entirety.

5.4 Failure to service the Goods within the intervals specified by the Company, or failure to produce satisfactory evidence of compliant servicing when requested, will entitle the Company to decline any warranty claim without further inquiry.

5.5 Nothing in this clause 5 obliges the Company to perform servicing free of charge, and all servicing, whether performed by the Company or a Fully Licensed Mechanic, will be charged to the Customer at the prevailing rate unless otherwise agreed in writing.

6. EXCLUSIONS FROM WARRANTY

Without limiting the generality of clause 3, the warranty does not apply to, and the Company accepts no liability whatsoever in respect of, any Fault, Defect, damage or failure caused wholly or partly by:

(a) misuse, neglect, accident, incorrect installation, or operation outside the specifications, tolerances or intended use advised by the Company;

(b) use of the Goods in competition, racing, drag racing, circuit work, off-road or other high-stress applications, unless the Goods were expressly built and invoiced by the Company for that specific application;

(c) incorrect tuning, calibration or engine management programming carried out by a person other than the Company;

(d) detonation, over-revving, over-boosting, over-fuelling, lean conditions, overheating, oil starvation, contaminated fuel or lubricants, or operation with insufficient or incorrect fluids;

(e) servicing, repair, modification, dismantling or adjustment carried out by any person other than the Company or a Fully Licensed Mechanic, or use of parts, oils or fluids not approved by the Company;

(f) fair wear and tear, corrosion, or the ordinary deterioration of consumable items including but not limited to seals, gaskets, clutch friction material, bearings subject to ordinary service life, and filters;

(g) any failure of a component that was supplied by the Customer for incorporation into the build ("customer-supplied parts"), or that was not sourced by the Company;

(h) continued operation of the Goods after a Fault or Defect became apparent, contrary to clause 4.3; or

(i) any event beyond the reasonable control of the Company, including accident, fire, flood, or an act or omission of a third party.

7. AUSTRALIAN CONSUMER LAW

7.1 Nothing in these Terms is intended to exclude, restrict or modify any rights that the Customer may have under the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot lawfully be excluded, restricted or modified.

7.2 Where the Customer is a consumer within the meaning of the Australian Consumer Law, the Goods and services supplied by the Company come with guarantees that cannot be excluded under that law, including guarantees that services will be rendered with due care and skill and that Goods will be of acceptable quality. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

7.3 To the extent permitted by section 64A of the Australian Consumer Law, the liability of the Company for failure to comply with a consumer guarantee (other than the guarantees as to title, undisturbed possession and freedom from encumbrances) is limited, at the Company's election, to the repair or replacement of the Goods, the payment of the cost of repair or replacement, the resupply of the services, or the payment of the cost of having the services resupplied.

7.4 The warranty given under clause 3 is provided in addition to, and does not limit or replace, any rights and remedies available to the Customer under the Australian Consumer Law.

8. QUOTATIONS, PRICE AND PAYMENT

8.1 Quotations provided by the Company are estimates only, remain valid for thirty (30) days from the date of issue and are subject to confirmation upon inspection of the vehicle, engine, transmission or differential and associated components.

8.2 The Company may issue a revised quotation where, upon dismantling or inspection, additional work, parts or machining are found to be necessary. Work beyond the original quotation will not proceed without the Customer's authorisation, save for work reasonably necessary to prevent further damage to componentry already dismantled.

8.3 Unless otherwise agreed in writing, a non-refundable deposit is payable prior to the commencement of work, with the balance payable in full prior to collection or delivery of the Goods.

8.4 The Company retains a lien over the Goods and any associated property of the Customer in its possession until payment in full has been received of all amounts owing to the Company, including in respect of any earlier work performed for the Customer.

8.5 Interest accrues on overdue accounts at the rate of ten per cent (10%) per annum, calculated daily, from the due date until payment, and the Customer is liable for the Company's reasonable costs of recovery, including debt collection and legal costs on an indemnity basis.

9. TITLE AND RISK

9.1 Title in the Goods does not pass to the Customer until payment in full of all amounts owing to the Company in respect of the Goods has been received in cleared funds.

9.2 Risk in the Goods passes to the Customer upon collection from the Company's premises or upon delivery to the Customer or the Customer's carrier, whichever occurs first, and the Customer is responsible for insuring the Goods from that time.

10. LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by law, and subject always to clause 7, the Company's total liability arising out of or in connection with the supply of the Goods or services, whether in contract, tort (including negligence), under statute or otherwise, is limited to the amount paid by the Customer for the Goods or services giving rise to the claim.

10.2 To the maximum extent permitted by law, the Company is not liable for any indirect, consequential or special loss or damage, including loss of profits, loss of use, loss of opportunity, towing costs, hire vehicle costs, or loss arising from the Customer's inability to use a vehicle, vessel or item of machinery in which the Goods are installed.

10.3 The limitations in this clause 10 do not apply to the extent that liability arises from the Company's fraud, wilful misconduct, or gross negligence, or to the extent such limitation is not permitted under the Australian Consumer Law.

11. CUSTOMER'S OBLIGATIONS

11.1 The Customer is responsible for ensuring that any vehicle, vessel or machinery into which the Goods are installed is otherwise roadworthy or fit to receive the Goods, including the cooling system, fuel system, electrical system, driveline and ancillary components not supplied or built by the Company.

11.2 The Customer must follow all break-in, running-in, tuning and initial service instructions provided by the Company. Failure to follow such instructions voids the warranty in clause 3.

11.3 The Customer must provide safe and reasonable access to the Goods, and to the vehicle or equipment in which they are installed, for the purposes of any inspection, warranty assessment or servicing required under these Terms.

12. STORAGE AND UNCOLLECTED GOODS

12.1 If the Goods are not collected within fourteen (14) days of the Customer being notified that they are ready for collection, the Company may charge a reasonable storage fee for each day thereafter.

12.2 If the Goods remain uncollected for more than ninety (90) days and the Customer cannot be contacted after reasonable attempts by the Company, the Company may deal with the Goods in accordance with the Disposal of Uncollected Goods Act 1967 (Qld) or any successor legislation.

13. FORCE MAJEURE

The Company is not liable for any delay or failure to perform its obligations under these Terms where such delay or failure arises from circumstances beyond its reasonable control, including but not limited to supplier delays, shortages of parts or materials, industrial action, extreme weather, fire, flood or government restriction.

14. PRIVACY

The Company collects and handles personal information provided by the Customer in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and will use such information only for the purposes of quoting, invoicing, building, servicing and warranting the Goods and for related administrative purposes.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of the State of Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and any courts entitled to hear appeals from those courts.

16. SEVERABILITY

If any provision of these Terms is held to be void, illegal, invalid or unenforceable, that provision is to be read down to the minimum extent necessary to make it valid or enforceable, or if it cannot be so read down, it is to be severed, and the remaining provisions of these Terms continue in full force and effect.

17. ENTIRE AGREEMENT

These Terms, together with the relevant quotation and invoice issued by the Company, constitute the entire agreement between the Company and the Customer in respect of the supply of the Goods and services and supersede all prior representations, negotiations and understandings, whether oral or written, except to the extent that such representations cannot be excluded by law.

ACCEPTANCE

These Terms and Conditions are published on the website of Hi-Torque Performance Pty Ltd and apply automatically, without the need for any signature, to every quotation, order, purchase or acceptance of delivery of the Goods. By placing an order, paying a deposit, accepting a quotation, or otherwise instructing Hi-Torque Performance Pty Ltd to build, supply or service any engine, transmission or differential, the Customer acknowledges that it has read and understood these Terms and Conditions — including the twelve (12) month workmanship warranty period, the requirement to immediately report any Fault or Defect, and the requirement that all servicing be carried out exclusively by Hi-Torque Performance Pty Ltd or a Fully Licensed Mechanic — and agrees to be bound by them in full.

The current version of these Terms and Conditions as published on the Company's website at the time an order is placed applies to that order. The Company may update these Terms and Conditions from time to time, and the updated version will apply to orders placed after the date of publication.

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