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ABN: 79 101 176 372

## CASH SALE TERMS & CONDITIONS

**Payment:** Payment is required either upfront or cash on delivery for customers who do not have a credit account. The Company's (Gibson's Driveshaft Services) preferred method of payment is by electronic funds transfer or credit card but payment can also be made via cash or cheque. No cheque will be treated as payment if dishonoured despite the issue of a receipt. The Customer will be responsible for any charge or fee issued to the Company for any cheques not met on presentation.

**Exclusion of Liability:** To the extent permitted by law the liability of the Company in respect of all claims for loss, damage or injury arising from any negligence of any act, matter or thing done or permitted to be done by the Company, its servants, agents, and contractors shall not in the aggregate exceed the Price paid. Where so permitted, under no circumstances will the Company be liable for any loss of profits or any consequential, indirect, or special loss damage or injury of any kind whatsoever suffered by the Customer or its servants, agents and contractors and the Customer acknowledges this express limit of liability and agrees to limit any claim accordingly. Except as provided herein, all express and implied warranties and guarantees as to the Goods are hereby excluded and the Company shall not be liable for loss or damage (including consequential loss or damage) of any kind arising out of the supply, layout, assembly, installation, or operation of the Goods.

**Warranty:** The Customer shall, within seven (7) days of the supply of any Goods (time being of the essence) notify the Company of any alleged defect, error, omission, shortage in quantity, damage or failure to comply with the description. The Customer shall afford the Company the opportunity to inspect the alleged defect, error, omission, shortage in quantity, damage or failure to comply with the description within a reasonable time of receiving notification. If the Customer fails to give notice in accordance with these terms, the Goods shall be presumed to be free from any defect, error, omission, shortage in quantity, damage or failure to comply. Goods will not be accepted for return other than in accordance with these terms. The Company warrants to the original purchaser that driveshafts, universal joints and driveshaft components purchased from the Company will be free of defects in materials and workmanship, subject to the following conditions, limitations and exceptions: (1) The period of this warranty will be for (a) all on road vehicles – 1 year of 20,000km from the date of original purchase whichever occurs first; (b) all off road vehicles and other equipment including mining and agricultural equipment - 4 months or 350 hours of use from the date of original purchase, whichever occurs first. (2) This warranty is subject to the following limitations: (a) damage caused by improper installation, misuse, collision, accident, failure to follow in all respects our instructions and/or recommendations, or subject to comprehensive insurance claim; (b) this warranty does not cover any loss whereby it arises by activity beyond the industry accepted and normal use of the vehicle and/or equipment; (c) any goods, products or equipment must have been installed by a qualified motor repairer in accordance with the vehicle manufacturer's instructions; (d) removing, dismantling, modifying or otherwise tampering with the product without prior written authorisation from the Company will render the warranty void; (e) this warranty does not cover any vehicle modified in any way from the factory specifications; (f) this warranty does not cover driveshaft failure and subsequent vehicle damage to any vehicle undergoing dynamometer tuning. We do not recommend dynamometer tuning, particularly on modified vehicles. (g) this warranty does not cover any vehicles subjected to misuse, neglect or contamination; (h) this warranty does not cover any vehicle used in motorsport or speed trials; and (h) this warranty is not transferable on the sale of the vehicle.

**Legal Construction:** The law in force in New South Wales applies and courts/tribunals in New South Wales have jurisdiction to determine any dispute.

Driveshafts - Mining, Car, Truck  
Dynamic Driveshaft Balancing  
Metal Spray Technology

Driveshaft Spare Parts Supplier  
OEM Driveshaft Supply Specialist  
Industrial CV Shafts

[www.gibsondriveshaft.com.au](http://www.gibsondriveshaft.com.au)