

Terms and Conditions

STANDARD CONDITIONS OF SALE

The terms and conditions set out below apply to the use of this website. By accessing any part of this website you agree that you have read and understood the terms and conditions below and agreed to their content.

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this condition apply in these conditions:

"Buyer" the person, firm or company who purchases the Goods from the Company.

"Company" Wimmera Motorcycle Co

"Contract" any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating or deemed to incorporate these conditions.

"Delivery Point" the place where delivery of the Goods is to take place under.

"Goods" any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

"Manufacturer" Wholesale supplier company of any goods offered for sale

2. APPLICATION OF TERMS

2.1. Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions.

2.2. The Company must receive payment of the whole price of the Goods before the Buyer's order can be accepted. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is sent to the Buyer by email by the Company.

2.3. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

3. RIGHT OF CANCELLATION

3.1. To cancel any Contract the Buyer must notify the Company in writing.

3.2. If the Company has dispatched the Goods or if the Buyer has received the Goods before the Buyer cancels the Contract then the Buyer must return the Goods to the Company at the Buyer's own cost and risk.

3.3. Once the Buyer has notified the Company that they are cancelling the Contract, any sum debited to the Company from the Buyer's credit card will be re-credited to the Buyer's account as soon as possible and in any event within 30 days of the cancellation provided that the Goods have been returned by the Buyer and received by the Company in the condition they were delivered to the Buyer. If the Buyer does not return the Goods or does not pay the costs of delivery, the Company shall be entitled to deduct the direct costs of recovering the Goods from the amount re-credited.

3.4. The Company shall be entitled to cancel any Contract if one or more of the Goods ordered by the Buyer were listed at an incorrect price due to a typographical error or an error in the pricing confirmation received from the Company's suppliers. If the Company does cancel the Contract, the Company will notify the Buyer by email and will re-credit to the Buyer's account any sum deducted by the Company from the Buyer's credit card as soon as possible. The Company will not be obliged to offer any additional compensation for disappointment suffered.

4. REFUNDS AND RETURNS

4.1 The Company wants the Buyer to be totally satisfied with their purchase from the Company. If the Buyer is not completely happy with their purchase, once satisfactory delivery has taken place, the Buyer has up to fourteen working days to inform the Company that it requires a refund or exchange. Please call the Company's sales team on +61 3 5382 0220 or email info@wimmeramotorcycle.com.au who will inform the Buyer of their exchange/collection options and explain the Company's refunds process. The Buyer will be required to keep all goods in a re-saleable condition.

4.2 Sometimes the product specifications of the Goods from the manufacturer may change, in which case the Company will do its best to offer the Buyer a substitute of the same or better quality as the Goods at the same price. If the Buyer is not happy with the replacement the Buyer can return it in accordance with the Company's seven working day refund/exchange policy. Where applicable the Buyer may cancel its order in accordance with the Distant Selling Regulations.

5. DELIVERY

5.1 When the buyer has elected to collect the Goods from the Company's premises The Buyer shall take delivery of the Goods within 14 days of the Company giving it notice that the Goods are ready for delivery.

5.2. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.3 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations then on the first occurrence of any of these eventualities:

- a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- b) The Goods shall be deemed to have been delivered; and
- c) The Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.4 The Buyer shall provide at the delivery point adequate and appropriate equipment and manual labour for loading the Goods at the Buyer's expense.

5.5 On delivery, the Buyer (or the Buyer's nominated contact) shall be obliged to produce a suitable form of identification. Failure to provide may result in the Goods not being delivered, without liability being incurred by the Company.

5.6 The Company reserves the right not to ship to areas or countries that may contravene any agreement or contract between the Company and the Manufacturer or subsidiaries of the Manufacturer.

6. NON-DELIVERY

6.1. The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

6.2. The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

6.3. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7. RISK/TITLE

7.1. The Goods are at the risk of the Buyer from the time of delivery.

7.2. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due.

8. PRICE

8.1. The price shall be the Company's quoted price on the website.

9. PAYMENT

9.1. Payment of the price for the Goods is due in Australian Dollars prior to the date the Goods are delivered or deemed to be delivered. We will take payment from your card at the time we receive your order, once we have checked your card details and stock availability.

9.2. No payment shall be deemed to have been received until the Company has received cleared funds.

9.3 If the buyer fails to make any payment on the due date then without prejudice to any of the Company's other rights, the Company may:

9.4.1. Suspend or cancel deliveries of any articles due to the buyer; and/or

9.4.2. Appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyers) as the company may in its sole discretion think fit.

10. QUALITY

10.1. Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

10.2. The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods shall:

- a) Be of satisfactory quality;
- b) Be reasonably fit for their purpose; and
- c) Be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Company.

10.3. The Company shall not be liable for a breach of any of the warranties in condition 10.4 unless:

- a) the Buyer gives written notice of the defect to the Company, and to the carrier if the defect is as a result of damage in transit, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and
- b) The Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

10.4. The Company shall not be liable for a breach of any of the warranties in condition 10.6 if:

- a) The Buyer makes any further use of such Goods after giving such notice; or
- b) The defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- c) The Buyer alters or repairs such Goods.

10.5. Subject to condition 11.4, if any of the Goods do not conform with any of the warranties in condition 11.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

10.6. If the Company complies with condition 11.5 it shall have no further liability for a breach of any of the warranties in condition 11.2 in respect of such Goods.

10.7. Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.

11. ASSIGNMENT

11.1. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. COMMUNICATIONS

12.1. All communications between the parties about or in connection with the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

- a) (In case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
- b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

12.2. Communications shall be deemed to have been received:

- a) If sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- b) If delivered by hand, on the day of delivery; or
- c) If sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

12.3. Communications addressed to the Company shall be marked for the attention of Dealer Principal, Wimmera Motorcycle Co, 82-84 McPherson Street, HORSHAM, VIC, 3400