

EXPANDAHOMES — TERMS OF SALE

1. About these Terms

These Terms of Sale apply to goods and related services supplied by The O&A Company Pty Ltd trading as EXPANDAHOMES.

In these Terms:

- "EXPANDAHOMES", "we", "us" and "our" mean The O&A Company Pty Ltd trading as EXPANDAHOMES and, where applicable, an authorised EXPANDAHOMES dealer identified in your quotation or invoice.
- "Customer", "you" and "your" mean the person or entity purchasing the Product.
- "Product" means any cabin, manufactured home, relocatable home, caravan, unit, trailer, equipment, accessory or other goods supplied by EXPANDAHOMES.
- "Contract" means your accepted quotation or invoice, these Terms of Sale and any written specifications or variations agreed between us.

By accepting our quotation, paying a deposit or instructing us to proceed, you acknowledge that you have read and accepted these Terms.

We may update these Terms from time to time. Any change will only apply to purchases made after the updated Terms are published or provided to the Customer, unless otherwise agreed in writing.

2. Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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.

Nothing in these Terms excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

To the maximum extent permitted by law, EXPANDAHOMES is not liable for loss or damage that:

- was not caused by a breach by EXPANDAHOMES;
- resulted from incorrect installation, setup, modification, misuse, neglect or a failure to maintain the Product;
- was caused by the Customer, an independent contractor or another third party; or
- was not reasonably foreseeable.

Any limitation of liability contained in these Terms applies only to the extent permitted by law.

3. Voluntary 12-Month Warranty

In addition to your rights under the Australian Consumer Law, EXPANDAHOMES provides a voluntary 12-month warranty against defects. This warranty starts on the date the Product is delivered or collected.

The 12-month warranty does not replace or limit your rights under the

Australian Consumer Law. Those rights may continue after the voluntary warranty period expires.

Subject to these Terms, EXPANDAHOMES will assess valid warranty claims and, where appropriate, repair or replace defective parts at no cost to the Customer.

We may:

- inspect the Product before approving a claim;
- engage a suitably qualified local tradesperson or our own technician;
- repair the defect or replace the affected part; and
- use replacement parts of a similar quality, grade and function where the original part is unavailable.

The appropriate remedy will depend on the circumstances and your rights under the Australian Consumer Law.

4. Making a Warranty Claim

If you identify a fault or defect, you must:

1. stop using the affected part of the Product if continued use may cause injury or further damage;
2. take reasonable steps to prevent further damage;
3. notify EXPANDAHOMES as soon as reasonably possible;
4. complete our warranty claim form; and
5. provide reasonable supporting information, including photographs, videos, proof of purchase and details of the fault.

You must give us a reasonable opportunity to inspect and assess the alleged defect before arranging repairs.

If you arrange repairs or replacement work without first notifying us and giving us a reasonable opportunity to assess the issue, we may refuse reimbursement where permitted by law. This does not affect any rights you have under the Australian Consumer Law, including circumstances requiring urgent action to prevent injury or further damage.

Responsibility for inspection, collection, transport and return costs will be determined in accordance with the Australian Consumer Law. Where the Product is large, heavy or difficult to transport and the issue is covered by the consumer guarantees, EXPANDAHOMES will arrange an inspection or collection as required by law.

5. Warranty Exclusions

To the extent permitted by law, the voluntary warranty does not cover a fault or damage caused by:

- incorrect installation, unfolding, assembly, levelling, sealing or waterproofing;
- movement or settlement of foundations, supports, piers or the site;
- structural alteration, modification or repair performed without our written approval;
- the Customer's or a third party's act, omission, misuse, negligence or failure to maintain the Product;
- failure to follow supplied setup, installation, maintenance or operating instructions;
- fair wear and tear;

- accident, impact, transport by a party not engaged by us, vandalism or pest damage;
- flooding, fire, hail, storms, salt exposure, excessive moisture or other abnormal environmental conditions;
- unauthorised electrical, plumbing, gas or structural work; or
- a matter that falls within reasonable manufacturing and construction tolerances and does not cause the Product to fail the applicable consumer guarantees.

An exclusion applies only to the extent that the excluded event caused or contributed to the fault or damage.

Components supplied with a separate manufacturer's warranty may also be covered by that warranty. This does not limit EXPANDAHOMES' obligations as the supplier under the Australian Consumer Law.

6. Product Setup and Installation

Unless installation is expressly included in your written quotation or invoice, the Customer is responsible for arranging and paying for the Product's setup, installation and connection.

Where applicable, the Customer must ensure that:

- all electrical connections, alterations and certification are completed by a licensed electrician;
- connections to water, sewer and grey-water systems are completed by a licensed plumber;
- gas fittings and appliances are installed by a licensed gas fitter;
- structural, carpentry and building work is completed by appropriately licensed and qualified tradespeople;
- the Product is correctly unfolded, assembled, levelled, supported, sealed, flashed and waterproofed;
- windows, external joins, flashings, skirting, cornices and roof connections are correctly installed and sealed;
- foundations and supports are suitable for the Product, ground and site conditions;
- all required smoke alarms are installed and maintained in accordance with applicable legislation; and
- foundations and supports are inspected periodically, preferably every six to twelve months, for movement or settlement.

EXPANDAHOMES is not responsible for the acts or omissions of tradespeople independently engaged by the Customer. The Customer is responsible for verifying that each tradesperson holds the licences, qualifications and insurance required for their work.

7. Council Approvals and Intended Use

Before purchasing the Product, the Customer is responsible for investigating and confirming:

- whether planning, building, development, occupation or other approvals are required;
- whether the Product can lawfully be placed and occupied at the

intended location;

- whether the site, access, services and foundations are suitable;
- any council, certifier, engineer or government requirements; and
- any towing, registration, weight, braking or transport requirements.

Unless expressly stated in writing, EXPANDAHOMES does not represent that a Product is approved for a particular site, classification, permanent occupation or intended use.

Any site-specific engineering, certification, approval or modification required by a council, certifier, engineer or government authority is the Customer's responsibility and expense unless expressly included in our written quotation. EXPANDAHOMES is not responsible for penalties, enforcement action, losses or expenses resulting from the Customer's failure to obtain an approval or comply with applicable laws, except to the extent caused by a breach by EXPANDAHOMES.

8. Product Characteristics and Inspection

Our Products are manufactured overseas and may be unfolded, assembled, completed or inspected in Australia.

Due to the manufacturing method and price point, Products may display minor cosmetic variations or imperfections. These may include minor marks, small dents, sealant variations, slight colour variations or other minor finishing differences that do not materially affect the Product's safety, structural integrity or ordinary use.

Where reasonably available, the Customer may inspect an EXPANDAHOMES display model before purchasing. Display models are examples only. The final Product may contain reasonable variations resulting from manufacturing updates, availability of materials or agreed specifications.

Nothing in this section permits EXPANDAHOMES to supply a Product that fails to comply with the Australian Consumer Law or any specifications expressly agreed in writing.

The original wording saying the customer always pays return costs, the remedy is limited exclusively to repair or replacement, and consequential losses are excluded was unsafe. Under the Australian Consumer Law, a customer can be entitled to a refund for a major failure and compensation for reasonably foreseeable loss. The ACCC also states that consumer guarantees may continue beyond a written 12-month warranty. [ACCC consumer guarantees](#), [ACCC warranties guidance](#).

This should still be reviewed by an Australian commercial lawyer before being issued, particularly because your products can be treated as caravans, buildings or relocatable homes depending on their design and use.

9. Information, Specifications and Variations

9.1 While EXPANDAHOMES takes reasonable care when preparing quotations, plans, specifications and other information, the Customer must review all documents carefully before accepting the quotation.

9.2 The Customer must immediately notify EXPANDAHOMES of any error, omission or inconsistency identified in the quotation, plans, specifications or other order documents.

9.3 All agreed specifications, inclusions, finishes and optional upgrades must

be recorded in the written quotation, invoice or an approved written variation. The Customer confirms that these documents accurately reflect their order before paying the deposit.

9.4 EXPANDAHOMES is entitled to rely on information supplied or approved by the Customer. The Customer is responsible for reasonable additional costs arising from incorrect, incomplete or misleading information supplied by the Customer.

9.5 A change to the Product, order or Contract is not binding unless accepted by EXPANDAHOMES in writing.

9.6 The Customer must comply with all applicable laws and regulations relating to the purchase, placement, installation, connection, occupation and use of the Product.

9.7 Links or information relating to third-party businesses may be provided for convenience only. Unless expressly stated otherwise, the third party is independent of EXPANDAHOMES, and EXPANDAHOMES does not guarantee or accept responsibility for that party's advice, pricing, availability or work.

10. No Change-of-Mind Refunds

10.1 All orders are firm and binding once the Customer accepts the quotation, pays a deposit or instructs EXPANDAHOMES to proceed.

10.2 EXPANDAHOMES does not provide refunds, credits or exchanges where the Customer:

- changes their mind;
- no longer wants or needs the Product;
- experiences a change in personal, family, financial or business circumstances;
- cannot obtain permission from a neighbour or another third party;
- discovers that site access, foundations, services or installation will cost more than expected;
- cannot connect the Product to water, sewer, electricity or another service;
- fails to obtain council, planning, building, occupation or other approval;
- discovers that the Product cannot lawfully be placed, installed or occupied at the intended site;
- experiences a delay not amounting to a failure under the Australian Consumer Law;
- finds a similar Product elsewhere at a lower price; or
- decides that the Product is no longer suitable for their intended purpose, where EXPANDAHOMES relied on the information provided by the Customer.

10.3 There is no cooling-off period unless one is expressly required by law.

10.4 Nothing in this section excludes a refund, replacement, repair or other remedy that the Customer is legally entitled to receive under the Australian Consumer Law or another law that cannot be excluded.

11. Deposits and Acceptance

11.1 Payment of the required deposit constitutes:

- acceptance of the quotation;
- acceptance of these Terms of Sale;
- authority for EXPANDAHOMES to allocate stock, order materials, commence manufacturing or undertake other work; and
- entry into a binding Contract between the Customer and EXPANDAHOMES.

11.2 Except where expressly stated otherwise in writing, all deposits and progress payments are non-refundable for change-of-mind cancellations.

11.3 Deposits and progress payments may be used by EXPANDAHOMES to:

- reserve or allocate stock;
- purchase materials and components;
- commence manufacturing or modification;
- pay suppliers, freight providers and contractors;
- undertake administration, design and preparation work; and
- meet other costs and commitments associated with the order.

11.4 A request to cancel an order does not automatically terminate the Contract or release the Customer from their payment obligations.

12. Finance-Related Orders

12.1 An order is subject to finance only where the quotation or invoice expressly states in writing that it is "subject to finance."

12.2 Where an order is expressly subject to finance, the Customer must:

- complete and submit all required finance applications promptly;
- provide accurate and complete supporting information;
- cooperate reasonably with the finance provider; and
- make genuine efforts to obtain finance.

12.3 A finance refund does not apply where the Customer:

- changes their mind before completing the finance process;
 - refuses or fails to submit the required application or documentation;
 - withdraws their application;
 - provides incorrect or incomplete information;
 - refuses finance that has been approved on reasonably available terms;
- or
- no longer wishes to proceed for reasons unrelated to the finance decision.

12.4 If finance is formally declined despite the Customer satisfying clause 12.2, any refund will be handled in accordance with the specific finance condition recorded in the accepted quotation.

12.5 Unless the quotation expressly says the order is subject to finance, the Customer's inability to obtain finance does not create a right to cancel the order or receive a refund.

13. Customer-Requested Cancellation

13.1 EXPANDAHOMES is not required to accept a cancellation requested by the Customer.

13.2 If EXPANDAHOMES agrees to a cancellation, that agreement must be in writing and may be subject to conditions.

13.3 Subject to applicable law, EXPANDAHOMES may retain or recover amounts reasonably representing:

- work already completed;
- materials and components ordered or purchased;
- manufacturing and customisation costs;
- freight, customs, port and transport commitments;
- administration, design and processing costs;
- storage and handling costs;
- supplier cancellation charges;
- loss in value of a customised or partially completed Product;
- reasonable costs of reselling or reallocating the Product; and
- other reasonable loss resulting directly from the cancellation.

13.4 If the reasonable costs and losses exceed the amount already paid, the Customer must pay the shortfall upon demand.

13.5 If EXPANDAHOMES agrees to pay an amount following cancellation, this does not establish an ongoing cancellation or refund policy and does not require EXPANDAHOMES to accept another cancellation.

14. Custom and Special-Order Products

14.1 Products manufactured, ordered or modified to the Customer's specifications are custom Products.

14.2 Deposits and payments made for custom Products are non-refundable for change of mind.

14.3 Once manufacturing, ordering or modification has commenced, the Customer cannot cancel or vary the order without EXPANDAHOMES' written agreement.

14.4 A Product remains a custom Product even if EXPANDAHOMES may later be able to resell it.

15. Variations Requested by the Customer

15.1 The Customer must submit variation requests in writing.

15.2 EXPANDAHOMES may accept or reject a requested variation.

15.3 An accepted variation may result in:

- additional charges;
- changes to the Product's specifications;
- changes to engineering or certification requirements; and
- an extension to the estimated completion or delivery date.

15.4 EXPANDAHOMES is not required to commence a variation until the Customer has accepted the variation price and paid any amount requested.

16. Payment Schedule

16.1 Unless a different schedule is stated in the quotation, payments will be made as follows:

- 35% deposit upon acceptance of the quotation;
- 35% progress payment at the stage stated in the quotation or invoice; and
- 30% final payment before delivery or collection.

16.2 The Product must be paid for in full before:

- delivery is booked or commenced;

- the Product leaves EXPANDAHOMES' premises or another storage location; or
- the Customer or their carrier collects the Product.

16.3 EXPANDAHOMES may withhold manufacturing, release, collection or delivery while any amount remains overdue.

16.4 Payment is not considered received until cleared funds are available in EXPANDAHOMES' nominated account.

16.5 EXPANDAHOMES may charge interest on overdue amounts at 10% per annum, calculated daily.

16.6 The Customer must reimburse EXPANDAHOMES for reasonable costs incurred in recovering overdue amounts, including debt-recovery and legal costs, to the extent permitted by law.

17. Delivery and Collection

17.1 Delivery dates are estimates only unless EXPANDAHOMES expressly guarantees a date in writing.

17.2 EXPANDAHOMES may engage qualified third-party carriers, crane operators and contractors to complete delivery.

17.3 The Customer must provide accurate information about:

- the delivery address;
- access roads, gates, driveways and turning areas;
- overhead wires, trees, buildings and other obstructions;
- underground pipes, tanks, drainage and services;
- ground conditions, slope and load capacity; and
- any permits, traffic control or access restrictions.

17.4 The Customer must provide safe, suitable and uninterrupted access for the delivery vehicle and unloading equipment.

17.5 The driver or operator has final authority to determine whether access and unloading can be completed safely.

17.6 If delivery cannot be safely completed because of site conditions, access restrictions or information not disclosed by the Customer:

- delivery may be postponed or redirected to another safe location approved by the Customer and carrier;
- the Product will not be left on a public road unless legally permitted and expressly agreed;
- the Customer will be responsible for reasonable redelivery, waiting, storage, crane and transport costs; and
- the failure to complete delivery does not entitle the Customer to cancel the order or receive a refund.

17.7 The Customer is responsible for damage to driveways, paving, landscaping, underground services or other property where:

- the Customer requested or authorised access;
- the Customer failed to disclose a relevant hazard or condition; or
- the damage was not caused by the negligence or wrongful act of EXPANDAHOMES or its contractor.

17.8 EXPANDAHOMES is not responsible for delays caused by weather, traffic, road closures, carrier availability, port congestion, customs inspections,

shipping delays, mechanical breakdowns or other circumstances outside its reasonable control.

17.9 A delay does not automatically entitle the Customer to cancel or receive a refund. Nothing in this clause limits any right available under the Australian Consumer Law where a Product is not supplied within a reasonable time.

17.10 The Customer may arrange collection using their own carrier with our written approval. Risk associated with loading and transport by the Customer's carrier passes to the Customer once the Product has been loaded or taken into the carrier's possession, except to the extent otherwise required by law.

18. Delivery Price Adjustments

18.1 A quoted delivery price is based on the information and transport costs reasonably available when the quotation is issued.

18.2 EXPANDAHOMES may charge reasonable additional delivery costs resulting from:

- incorrect or incomplete information supplied by the Customer;
- a change in the delivery address or requested delivery method;
- restricted or unsafe access;
- waiting time, redelivery or additional equipment;
- a Customer-requested delay;
- changes requested after acceptance; or
- documented third-party transport cost increases outside our reasonable control.

18.3 EXPANDAHOMES will notify the Customer of a material additional charge as soon as reasonably practicable.

19. Storage and Failure to Pay

19.1 If a standard stock Product is not paid for by the due date, EXPANDAHOMES may allocate that Product to another customer and allocate the next reasonably available equivalent Product once payment is received.

19.2 If the Customer fails to pay, collect or accept delivery by the agreed date, EXPANDAHOMES may charge reasonable storage and handling costs.

19.3 Unless a different amount is stated in the quotation, the storage fee is \$50 per day beginning five days after written notice is issued.

19.4 Storage fees do not prevent EXPANDAHOMES from exercising any other rights available under the Contract or law.

20. Force Majeure

20.1 EXPANDAHOMES is not liable for delay or failure to perform an obligation to the extent caused by an event beyond its reasonable control.

20.2 These events may include:

- natural disasters, floods, storms and fires;
- war, civil unrest, terrorism or government action;
- epidemics, pandemics or public-health restrictions;
- strikes, lockouts or labour shortages;
- shortages or unavailability of materials or components;
- shipping, port, customs or transport disruption;
- road closures or mechanical breakdowns;
- interruption of utilities or communication systems; and

- failure of essential computer or information-technology systems.

20.3 While the event continues, the affected obligation is suspended, and the estimated completion or delivery date will be reasonably extended.

20.4 EXPANDAHOMES will take reasonable steps to minimise the effect of the event and resume performance when reasonably possible.

20.5 If the event prevents performance for an extended period, EXPANDAHOMES and the Customer will attempt to agree on a revised completion or delivery arrangement. Any right to terminate and the treatment of money already paid will be determined according to:

- work completed;
- materials and Products ordered or allocated;
- costs already incurred;
- the terms of the Contract; and
- any rights that cannot be excluded under applicable law.

21. Customer Default

21.1 The Customer is in default under the Contract if the Customer:

- fails to make a payment by its due date;
- materially breaches these Terms and fails to rectify that breach;
- refuses or fails to accept delivery or collect the Product when required;
- provides materially incorrect or misleading information;
- attempts to assign or transfer the Contract without EXPANDAHOMES' written consent;
- being an individual, commits an act of bankruptcy or becomes bankrupt; or
- being a corporation, becomes insolvent, enters administration or liquidation, has a controller or receiver appointed, or is deregistered or dissolved, other than as part of a solvent restructuring.

21.2 Where a default is capable of being remedied, EXPANDAHOMES will give the Customer written notice requiring the default to be remedied within seven days.

21.3 EXPANDAHOMES may require immediate action where the default presents a safety risk, affects ownership or possession of the Product, involves fraud or cannot reasonably be remedied.

21.4 If the Customer does not remedy the default within the required period, EXPANDAHOMES may, subject to applicable law:

- suspend manufacturing, modifications, delivery or any other work;
- withhold the Product;
- cancel any scheduled delivery or collection;
- terminate the Contract;
- reallocate a standard stock Product to another customer;
- retain amounts reasonably required to cover work completed, materials ordered and losses resulting from the default;
- recover any outstanding amount and reasonable enforcement costs;
- charge applicable interest and storage fees; and

- exercise any other right available under the Contract or law.

21.5 A Customer default does not entitle the Customer to a refund.

21.6 Where EXPANDAHOMES terminates the Contract because of the Customer's default, payments already made may be applied against:

- completed work;
- allocated or purchased materials;
- manufacturing and customisation costs;
- supplier, freight and transport commitments;
- administration and design costs;
- storage and handling;
- loss in value;
- reasonable resale or reallocation costs; and
- any other reasonable loss arising directly from the default.

21.7 If EXPANDAHOMES' reasonable costs and losses exceed the amount already paid, the Customer remains liable for the shortfall.

21.8 Nothing in this section permits EXPANDAHOMES to retain an amount that the law requires to be refunded or limits a remedy that cannot legally be excluded.

22. Indemnity

22.1 To the extent permitted by law, the Customer indemnifies EXPANDAHOMES and its directors, employees, agents and contractors against reasonable loss, damage, liability, claims and costs arising from:

- the Customer's breach of the Contract;
- incorrect or incomplete information supplied by the Customer;
- the Customer's unlawful placement, installation, occupation or use of the Product;
- the Customer's failure to obtain a required permit, approval or certification;
- unsafe, unsuitable or undisclosed site or access conditions;
- damage caused by a tradesperson or contractor independently engaged by the Customer;
- unauthorised alteration, repair or modification of the Product;
- the Customer's negligence, misuse or failure to maintain the Product; or
- damage to undisclosed or incorrectly identified underground or overhead services.

22.2 The indemnity is reduced proportionately to the extent that the relevant loss was caused or contributed to by the negligent, unlawful or wrongful act or omission of EXPANDAHOMES or its contractor.

22.3 The Customer is not required to indemnify EXPANDAHOMES for liability that cannot lawfully be excluded or transferred.

22.4 Nothing in this section limits the Customer's rights under the Australian Consumer Law.

23. Representations and Reliance

23.1 The Customer acknowledges that they have reviewed the written

quotation, specifications and inclusions and have made their own enquiries concerning:

- the intended location and use of the Product;
- planning, building and occupation requirements;
- site access and foundations;
- service connections;
- transport and installation requirements; and
- the suitability of the Product for their intended purpose.

23.2 The Customer must not rely on a statement or representation that is inconsistent with the written Contract unless EXPANDAHOMES confirms that statement in writing.

23.3 Nothing in this section excludes:

- an express written representation made by EXPANDAHOMES;
- liability for misleading or deceptive conduct; or
- any consumer guarantee or other right that cannot lawfully be excluded.

24. Intellectual Property

24.1 All intellectual property owned or developed by EXPANDAHOMES remains the property of EXPANDAHOMES or its relevant licensor.

24.2 Intellectual property may include:

- business names, logos and trademarks;
- Product designs and configurations;
- drawings, plans and specifications;
- photographs, videos and promotional materials;
- setup instructions, manuals and training materials;
- website content;
- quotations and document templates;
- manufacturing processes and know-how; and
- confidential commercial information.

24.3 Purchasing a Product does not transfer ownership of EXPANDAHOMES' intellectual property to the Customer.

24.4 The Customer may use supplied plans, manuals and instructions solely for the installation, maintenance and lawful use of the Product they purchased.

24.5 Unless EXPANDAHOMES gives prior written consent, the Customer must not:

- reproduce or commercially exploit our designs or materials;
- use our intellectual property to manufacture or arrange the manufacture of a competing Product;
- remove or alter a trademark, copyright notice or identifying mark;
- represent themselves as an authorised EXPANDAHOMES dealer or representative; or
- provide confidential designs or manufacturing information to a competitor or manufacturer.

24.6 Nothing in this section restricts a use expressly permitted by law.

25. Governing Law and Jurisdiction

25.1 The Contract is governed by the laws of New South Wales, Australia.

25.2 Subject to any statutory right to commence proceedings elsewhere, the parties submit to the jurisdiction of the courts and tribunals of New South Wales.

25.3 A claim concerning a Product supplied by an authorised dealer must initially be directed to the legal entity identified as the supplier on the Customer's quotation or tax invoice.

25.4 Nothing in this section prevents the Customer from exercising a right under applicable consumer legislation.

26. GST

26.1 Unless expressly stated otherwise, prices are exclusive of GST.

26.2 Where GST applies, the Customer must pay the GST amount in addition to the stated price.

26.3 EXPANDAHOMES will provide a valid tax invoice where required.

26.4 Each party must comply with its obligations under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and other applicable taxation legislation.

27. Risk and Ownership

27.1 Risk in the Product passes to the Customer:

- upon delivery to the Customer's nominated location;
- when the Product is collected by the Customer or the Customer's carrier; or
- when delivery is completed at another location expressly agreed in writing.

27.2 Ownership of the Product does not pass to the Customer until EXPANDAHOMES has received cleared payment of all amounts owing under the Contract.

27.3 Until ownership passes, the Customer must:

- keep the Product identifiable as a Product supplied by EXPANDAHOMES;
- not sell, transfer, dispose of or grant an interest in the Product;
- take reasonable steps to protect it from loss or damage; and
- keep the Product adequately insured after risk has passed.

27.4 If the Customer defaults before ownership passes, EXPANDAHOMES may recover possession of the Product to the extent permitted by law.

27.5 Recovery of the Product does not prevent EXPANDAHOMES from recovering any remaining amount or loss owed by the Customer, after allowing for the reasonable value recovered from the Product.

28. Advice and Information

28.1 General guidance provided by EXPANDAHOMES concerning setup, transport, installation, foundations, council requirements or Product use is provided in good faith.

28.2 Unless expressly included as a paid professional service in the quotation, that guidance is general information and is not a substitute for advice from a:

- licensed builder or tradesperson;

- structural engineer;
- private certifier;
- town planner;
- local council;
- solicitor; or
- other appropriately qualified professional.

28.3 The Customer is responsible for obtaining site-specific professional advice and approvals.

28.4 EXPANDAHOMES is not liable for the Customer's unreasonable reliance on general information where the Customer was advised or reasonably expected to obtain site-specific professional advice.

28.5 Nothing in this section excludes liability for misleading or deceptive conduct, negligence or any other liability that cannot lawfully be excluded.

29. Confidentiality

29.1 The Customer must keep confidential any non-public commercial, technical or manufacturing information clearly identified as confidential and disclosed by EXPANDAHOMES.

29.2 The Customer may use confidential information only for matters reasonably connected with purchasing, installing, maintaining or using the Product.

29.3 The confidentiality obligation does not apply to information that:

- is already publicly available other than through a breach of confidence;
- was lawfully known to the Customer before disclosure;
- is received lawfully from another person;
- must be disclosed by law; or
- is disclosed confidentially to the Customer's lawyer, accountant, insurer, lender, tradesperson or professional adviser.

29.4 This section continues after completion or termination of the Contract.

Delivery and Installation Risk Acknowledgment

30. Use of Heavy Vehicles and Equipment

30.1 The Customer acknowledges that delivery and installation may require trucks, cranes, HIAB vehicles, forklifts and other heavy equipment.

30.2 The Customer understands that heavy equipment can place substantial loads on:

- driveways and access roads;
- paving and landscaped areas;
- soft, wet or unstable ground;
- bridges, culverts and retaining structures; and
- underground pipes, tanks, cables and other services.

30.3 Before delivery, the Customer must assess the site and obtain professional advice where necessary to confirm that the access route and unloading area are safe and suitable.

31. Customer's Site Responsibilities

31.1 Before delivery or installation, the Customer must:

- provide accurate site and access information;
- clearly identify and mark underground and overhead services;
- disclose septic tanks, water tanks, drainage systems, easements and soft ground;
- ensure gates, roads, bridges and driveways are suitable for the required equipment;
- obtain any necessary neighbour, council or road authority permission;
- remove or identify vulnerable fences, gates, trees, landscaping and structures; and
- provide a safe and suitable unloading and setup area.

31.2 EXPANDAHOMES may request photographs, videos, measurements, access plans or professional reports. Any review of that information does not amount to engineering approval or a guarantee that damage will not occur.

31.3 The driver, crane operator or installation contractor may refuse to proceed if they reasonably consider the site or access unsafe.

32. Responsibility for Site Damage

32.1 To the extent permitted by law, the Customer accepts responsibility for damage caused by:

- unsuitable, weak, soft or unstable ground;
- driveways, bridges, culverts or surfaces that cannot carry the equipment;
- undisclosed or incorrectly marked underground services;
- restricted access or obstructions;
- inaccurate information supplied by the Customer; or
- the Customer directing equipment into an area against the operator's recommendation.

32.2 EXPANDAHOMES does not guarantee that driveways, paving, landscaping or access surfaces will remain undamaged when heavy equipment is reasonably required to complete delivery.

32.3 The Customer indemnifies EXPANDAHOMES against third-party claims arising from a site condition or hazard within the Customer's knowledge or control that was not disclosed before delivery.

32.4 The Customer is not responsible to the extent that damage is caused by the negligent, unlawful or wrongful act or omission of EXPANDAHOMES or its contractor.

32.5 Nothing in this section excludes liability that cannot lawfully be excluded.

33. Reporting Property Damage

33.1 The Customer should report visible property damage in writing as soon as reasonably possible, preferably within 24 hours of delivery or installation.

33.2 The report should include photographs, videos and a description of the alleged damage.

33.3 EXPANDAHOMES must be given a reasonable opportunity to inspect and assess the damage before third-party repairs are undertaken, except where urgent work is reasonably required to prevent injury or further damage.

33.4 Failure to report damage within 24 hours does not remove a right that cannot legally be excluded, but a delay may affect EXPANDAHOMES' ability to

investigate whether the delivery caused the damage.

34. Acceptance of Delivery Risks

34.1 By signing the Contract, paying a deposit or directing delivery to proceed, the Customer confirms that they:

- have read and understood this risk acknowledgment;
- have disclosed relevant site and access conditions;
- understand that heavy equipment may cause damage despite reasonable care;
- accept the risks arising from unsuitable or undisclosed site conditions; and
- authorise the delivery equipment to enter the nominated access route, subject to the operator's safety assessment.

34.2 This acknowledgment does not release EXPANDAHOMES from liability for its own negligence, breach of Contract, misleading conduct or obligations under the Australian Consumer Law to the extent that liability cannot legally be excluded.

35. Acceptance of Terms

By signing the quotation or Contract, paying a deposit or instructing EXPANDAHOMES to proceed, the Customer confirms that they:

- have received and read these Terms of Sale;
- understand and accept the payment and cancellation conditions;
- understand that there are no refunds for change of mind;
- understand their responsibilities concerning approvals, site access, setup and installation; and
- agree to be legally bound by the Contract.