



The Expanda Homes Company Pty Ltd

Address: 46 Alliance Avenue, Morisset NSW 2264 | Phone: 1800 639 538

Email: info@expandahomes.com.au | Website: expandahomes.com.au | ABN: 85 662 902 981

TERMS OF SALE

At EXPANDAHOMES, we believe in a strong relationship based on choice, transparency, and flexibility. Our straightforward Terms of Sale allow you to focus on what matters most. Please read these Terms of Sale carefully before placing your order.

1. Definitions & Interpretation

For the purpose of these Terms of Sale: "Us", "Our", "We", "EXPANDAHOMES", and "The Expanda Homes Company Pty Ltd" refer to The Expanda Homes Company Pty Ltd trading as EXPANDAHOMES and/or all authorised dealers. "Products", "Goods", "Cabin", "Manufactured Home", "Caravan", "Relocatable Home", "Unit", and "Equipment" refer to any EXPANDAHOMES' goods and products provided from time to time. "You" and "Your" refer to the client or purchaser of EXPANDAHOMES and/or its authorised dealers. "Site" refers to the property or location nominated by you for delivery and/or installation of the Product/s.

2. Changes to These Terms

We reserve the right to modify, add to, or remove portions of these Terms of Sale at any time. We will make reasonable efforts to notify you of any significant changes. Any variation to these Terms of Sale for your specific order must be agreed to by us in writing.

3. Australian Consumer Law

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL), as amended and in place from time to time. You are entitled to a replacement or refund for a major failure, and to have the Goods repaired or replaced if they fail to be of acceptable quality where the failure does not amount to a major failure. Nothing in these Terms of Sale is intended to exclude, restrict, or modify your rights under the ACL.

Outside of your rights under the ACL, we are not responsible for consequential damages, such as loss of use, inconvenience, loss, or damage to personal property, whether direct, indirect, economic, or arising in contract or tort, and you agree to indemnify us against this. Your exclusive remedy is the repair or replacement of the Product. In no event will our liability exceed the purchase price of the Product.

If a fault arises with your Goods, cease using them and contact us in the first instance. If you repair or replace the fault or part before notifying us, we reserve the right to refuse reimbursement. A warranty application must be completed for any defects.

4. Warranties Against Defects

- We warrant that all parts of the Products are free from defects for a period of 12 months from your delivery/pickup date.
- We reserve the right to engage a local tradesperson or use our own technician to rectify any faults.
- We will repair and/or replace faults at no expense to you, in accordance with this warranty.
- If the Products must be returned to us for warranty work, you are liable to pay all costs associated with returning the Products.
- We reserve the right to replace parts with parts of similar quality and grade.

- f. We reserve the right to inspect any claimed fault before accepting a warranty claim.
- g. The warranty will be void if: the Product has been significantly and/or structurally altered, modified, or repaired by a party other than EXPANDAHOMES; we cannot discover any fault; the fault is within industry standards (Australian Standards Motor Vehicle Act 1989 (Cth)); the fault has arisen due to your or a third party's failure or neglect to maintain the Product; or the Product has been subject to abnormal conditions including extreme environmental conditions, flooding, fire, misuse, accident damage, hail, and/or storms.
- h. The warranty does not cover normal wear and tear, or leaking caused by incorrect set up, sealing, or waterproofing of joins and windows by you or your contractors.
- i. Where we use components carrying a third-party supplier warranty, that warranty applies to those components.
- j. This clause does not limit your automatic consumer guarantees under the ACL. This voluntary 12-month warranty period runs from your delivery/pickup date.

5. Set Up of the Product/s

- a. A licensed electrician must be engaged, at your cost, to connect the Product to mains power and to install any light fittings, power points, or light switches.
- b. You must engage your own licensed electrician to inspect the completed installation and issue a final electrical Certificate of Compliance prior to the Product being connected to mains power or occupied. We do not issue electrical compliance certificates, and connection to power or occupancy without a valid certificate is entirely at your own risk.
- c. A licensed plumber must be engaged, at your cost, to connect the Product to sewer mains where required. Council fees and approvals may apply and are your responsibility.
- d. A licensed plumber must be engaged, at your cost, to connect the Product to water and grey waste.
- e. You must engage your own licensed plumber to inspect the completed plumbing work and issue a final Certificate of Compliance prior to the Product being connected to water, sewer, or grey waste, or occupied. We do not issue plumbing compliance certificates, and connection or occupancy without a valid certificate is entirely at your own risk.
- f. It is recommended that you engage a licensed carpenter or builder to set up the Product, including levelling the trailer/base, folding out the sides, and installing windows, flashings, skirting, and cornices.
- g. A licensed gas fitter must be engaged, at your cost, to install any gas fittings and appliances.
- h. You are responsible for arranging and paying for all set up (installation) of our Products.
- i. EXPANDAHOMES takes no responsibility or liability for any injury and/or damage arising from the actions of third-party tradespeople engaged by you during set up or use of the Products, and you indemnify us in respect of any loss or claims relating to this.
- j. It is recommended that you check the foundations on which the Product sits every six (6) to twelve (12) months for any movement or settlement.
- k. You must inspect and, where necessary, reapply silicone sealing and waterproofing to all joins and windows every six (6) to twelve (12) months. Failure to maintain sealing and waterproofing on this schedule may void your warranty in respect of any resulting leaks or water damage, in accordance with clause 4(h).
- l. You are solely responsible for installing compliant, working smoke alarms in the Product in accordance with the fire safety laws applicable in your State or Territory prior to occupancy. We recommend one (1) smoke alarm in each bedroom and one (1) in the living area, however you must confirm and comply with the specific requirements that apply to you.

6. Site Access & Delivery Requirements

- a. You are solely responsible for identifying, marking, and disclosing to us the location of all underground and overhead services at the Site prior to delivery, including but not limited to electricity, water, gas, telecommunications, and stormwater services. We take no responsibility for damage to any service that was not identified or marked by you in advance.

- b. You must ensure all low-hanging power lines, cables, awnings, and any trees, branches, or other vegetation along the delivery path and at the Site are removed, trimmed, or lifted to provide safe clearance prior to the scheduled delivery date, at your cost. We are not liable for any delay, additional cost, or damage arising from obstructions that have not been cleared.
- c. You acknowledge that delivery and installation of the Products involves the use of heavy vehicles, trucks, and/or cranes. We, our drivers, and our subcontractors take no responsibility for damage caused by the weight, movement, or manoeuvring of such vehicles or equipment to driveways, kerbing, paving, lawns, gardens, or any other surface at or approaching the Site, including cracking, subsidence, rutting, or surface damage.
- d. You warrant that the road, driveway, and ground surfaces to be traversed by our drivers are of suitable width, gradient, and construction to safely accommodate the delivery vehicle and to prevent damage to those surfaces or to our vehicles.
- e. If, in the reasonable opinion of our driver, the Site or access path is unsafe or unsuitable for delivery (including due to services, vegetation, ground conditions, or access width not being adequately prepared), the driver may decline to proceed and we may charge a site readiness / redelivery fee to cover the cost of a return visit.
- f. The driver is responsible for selecting the final unloading position having regard to site conditions, and drivers will use their best endeavours to place the Product where you have requested.

7. General Terms

- a. It is your responsibility to check your local council and State legislation regarding the use and occupancy of our Products on your property, or any other property where you keep the Products from time to time, including any Development Approval, Complying Development Certificate, or other permit that may be required. Obtaining any such approval is entirely your responsibility and at your cost.
- b. You have satisfied yourself that our Product is suitable for your intended purpose and location.
- c. We take no responsibility for any penalties incurred by you from council or other government bodies arising from the use or misuse of the Product.
- d. It is your responsibility to know the weight of the Product and the towing and braking implications for any vehicle used to tow it.
- e. Our Products are manufactured in our factory in China and checked at our Australian facilities for major damage. Due to the price point and nature of our business, Products may contain minor imperfections, and there may be damage in areas that cannot be inspected in Australia. Minor defects of this nature are deemed satisfactory by you and us.
- f. You have been given the opportunity to inspect our display models and/or other Products, and you accept that your Product will be supplied in a similar condition to our display Products.
- g. We are not legally responsible for any loss or damage you might suffer in relation to purchasing one of our Products, whether arising from errors or omissions in our documents or information, except as required by the ACL.
- h. You agree to comply with all laws, regulations, and rules relating to your use of our website, your interactions with us, and the placement of any order with us.
- i. You agree that all specifications for your order will be set out in the quote we provide, and that the information in the quote is accurate.
- j. You acknowledge that we rely on the information you provide in relation to your order, and any costs incurred by us due to incorrect or inadequate information you provide may be charged to you.
- k. You must pay us, if demanded, interest at the rate of 10% per annum on all overdue amounts, calculated daily and compounded monthly.
- l. EXPANDAHOMES may, from time to time, provide links, advertisements, or information about other businesses for your convenience. This does not imply sponsorship, endorsement, approval, or agreement between EXPANDAHOMES and those businesses, and we take no responsibility for their actions or advice.

8. Refunds

Save for your rights under the Australian Consumer Law, all sales are final. Once your deposit has been paid, your order is confirmed and no refund is available for change of mind.

- a. Where you are entitled to a remedy under the ACL (for example, a major failure), we will provide a repair, replacement, or refund in accordance with that law.
- b. Outside of your ACL rights, any refund is offered entirely at our discretion, on a case-by-case basis. Where we agree to a discretionary refund: you are liable for any cost incurred in packing up the Product; the Product must be returned to us in the same condition as delivered; and you are liable for all costs associated with returning the Product.

9. Deposit, Cancellations and Variations

- a. Once you have paid the required deposit, we take this as your acceptance of our quote and of these Terms of Sale.
- b. Your required deposit amount will be shown on your quote, with the balance due and payable prior to delivery/pickup of your Product/s.
- c. For our standard range (Standard 2-Bedroom Expandahome, Instant Flat, and Deluxe 2-Bedroom Expandahome), if you cancel your order prior to delivery we reserve the right to retain a \$1,000 administration fee.
- d. For custom designs, our 1, 3, and 4-bedroom expanders, and any other custom Products, a non-refundable deposit of 50% is due and payable before we commence manufacturing.
- e. Should we provide written consent to a requested cancellation or variation of an order, you must indemnify us against any losses we incur as a result, and cover all of our reasonable and additional costs associated with the cancellation or variation.

10. Payment Schedule

Your order is paid in staged progress payments, in addition to your initial deposit under clause 9, as follows:

- a. Deposit: payable on acceptance of your quote, in accordance with clause 9.
- b. Progress Payment 1: 35% of the total order price, payable at the stage agreed with you at the time of order.
- c. Progress Payment 2: 35% of the total order price, payable at the stage agreed with you at the time of order.
- d. Final Payment: the remaining 30% of the total order price, less the deposit paid under clause 9, which is credited against this final instalment.
- e. The Final Payment must be received in full before we book your delivery or before you collect your order. If any progress payment is not made when due, we may pause work and/or withhold the Products until all amounts owing are paid in full.
- f. Once the Final Payment has been received, we will book your delivery for the next available date, or your cabin will be ready for collection.

11. Delivery

- a. You agree that we may subcontract, assign, novate, or transfer all or part of the delivery of your Products at any time without written notice to you. Any subcontractor has the same rights as us under these Terms of Sale.
- b. You must provide us with complete and uninterrupted access to your nominated property to enable delivery of your Product/s, including compliance with clause 6 (Site Access & Delivery Requirements).
- c. Drivers will use their best endeavours to place your Product where requested. Site conditions, including surface, slope, and weather, may restrict delivery and unloading options, and the driver is responsible for selecting the final unloading area.
- d. All delivery times are estimates only and commence from the date your deposit is paid. Estimated arrival dates are not guaranteed and are subject to change due to weather and other circumstances beyond our

control, including Force Majeure events referred to in clause 13. No delay in delivery, for any reason, entitles you to a claim for consequential loss or damage, or to cancel your order.

- e. We may adjust the delivery price at any time to pass on increases in cost imposed by our drivers or other increased costs, at our sole discretion, and will provide written notice of any such adjustment.
- f. You may organise your own transport for pickup of your Product/s.
- g. If our drivers are unable to unload in the designated area, they may leave your Products on the nearest Council road, in a reasonable and safe position.
- h. You indemnify us in respect of all loss, damage, liability, or claims caused directly or indirectly by our drivers, except to the extent caused by our negligence.

12. Storage Fees – Non-Payment

- a. For standard orders, if payment is not made by the due date, we reserve the right to allocate your cabin to another client. Once payment is made, you will be allocated the next available cabin.
- b. Should your invoice become 5 days overdue, we may charge storage fees at the rate of \$50.00 per day until delivery/pickup is completed.

13. Force Majeure

- a. Should circumstances beyond our control hinder or prevent our provision of the Products, we are released from our obligations for as long as such circumstances continue.
- b. For as long as such circumstances continue, we may, at our discretion, terminate your order or keep it on foot until the circumstances cease.
- c. Force Majeure events include, but are not limited to: illness or injury to us; unavailability of materials or components; health pandemic, crisis, or virus; strikes; lockouts; riots; natural disasters; fire; war; acts of God; government decrees, proclamations, or orders; transport difficulties; and failures or malfunctions of computer or information technology systems.

14. Default

- a. An event of default occurs if: you breach these Terms of Sale for any reason, including defaulting on payment; you (being a natural person) commit an act of bankruptcy, or (being a corporation) are wound up, deregistered, or dissolved, have a receiver or administrator appointed, or enter a scheme of arrangement (other than for restructuring); or you assign your rights under these Terms of Sale without our prior written consent.
- b. Where an event of default occurs, we will give you written notice to rectify the default within 7 days.
- c. Where the default is not rectified, we may, at our sole discretion: refuse to supply the Products; retain monies paid for Products ordered but not yet supplied; and/or refuse to supply the Products ordered.

15. Indemnity

- a. You agree to indemnify and keep indemnified us, our servants, and agents in respect of any claim or demand made, or action commenced, by any person (including you) against us, or for which we are liable, in connection with any loss arising from or incidental to the supply of the Products or the subject matter of these Terms of Sale, including any legal costs we incur in meeting such a claim or demand.
- b. Except as set out in these Terms of Sale, we make no warranty, assurance, promise, or representation regarding the quality, fitness for purpose, suitability, or merchantability of the Products, and you acknowledge that you have relied entirely on your own enquiries, knowledge, skill, and judgment in entering into these Terms of Sale.

16. Intellectual Property

- a. EXPANDAHOMES is the exclusive owner of all intellectual property associated with the Products.

- b. Intellectual property includes trademarks, patents, copyrights, designs, layout-designs (topographies) of integrated circuits, processes, and confidential information relating to the Products, and any advertising, promotional, technical, or user manual/video material associated with their manufacture or supply, whether or not formal legal protection has been obtained.
- c. You do not acquire any intellectual property rights in the Products as a result of dealing with us, and must not challenge or dispute our ownership of our intellectual property.
- d. You must not do, or omit to do, anything that could detrimentally affect the ownership of our intellectual property.
- e. You must not infringe our intellectual property rights and must notify us immediately of any suspected or actual infringement you become aware of.
- f. You must comply with our reasonable instructions and requests relating to the protection of our intellectual property.

17. Governing Law

This agreement is governed by and construed in accordance with the laws of the state or territory in which the Products were purchased. Any court proceedings must be filed and heard in that state or territory. Any claim brought against us will be dealt with by the company that supplied the Products or Goods.

18. GST

You and we agree to comply with our respective obligations relating to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation.

19. Title

- a. Risk in, and title to, the Products passes to you upon delivery to your nominated address or upon your collection of your order.
- b. You will not hold title to the Products until you have paid all amounts owing to us in full.

20. Advice and Information

Any advice, recommendation, information, assistance, or service given by us in relation to the Products or their use is given in good faith and believed by us to be appropriate and reliable, but is provided without any liability or acceptance of liability on our part, except as required by the ACL.

21. Confidentiality

You will keep confidential all non-public information concerning our Products and business that we disclose to you, and will not use or disclose that information for any purpose other than purchasing Products from us. This obligation survives termination of these Terms of Sale.

22. Photography & Marketing

We may photograph or film the Product once installed at your Site for our own marketing, promotional, and portfolio purposes, and may use such images in our advertising, website, and social media. If you do not wish for identifying images of your property to be used, you must notify us in writing prior to delivery and we will use reasonable efforts to accommodate your request.

23. Entire Agreement

These Terms of Sale, together with your accepted quote, constitute the entire agreement between you and us regarding the Products, and supersede all prior representations, discussions, or agreements, whether written or verbal. You confirm that you have not relied on any representation not expressly set out in these Terms of Sale or your quote.

24. Severability

If any provision of these Terms of Sale is found to be void, unenforceable, or illegal, that provision will be read down to the extent necessary, or severed if it cannot be read down, without affecting the validity or enforceability of the remaining provisions.

25. Notices

Any formal notice given under these Terms of Sale must be in writing and sent by email or post to the last address or email address provided by the relevant party. Notices are deemed received 24 hours after sending by email, or 5 business days after posting.

26. Dispute Resolution

If a dispute arises between you and us in connection with these Terms of Sale or the Products, the parties must first attempt to resolve the dispute in good faith through direct negotiation. If the dispute is not resolved within 21 days of one party notifying the other of the dispute in writing, either party may refer the matter to mediation before a mediator agreed between the parties (or, failing agreement, appointed by the relevant state or territory Law Society), before commencing court proceedings. Each party will bear its own costs of the negotiation and mediation. This clause does not prevent either party from seeking urgent injunctive relief where necessary.

27. Acceptance

By making a payment to The Expanda Homes Company Pty Ltd, you confirm your understanding and acceptance of these Terms of Sale. These Terms and Conditions may be varied by us at any time in accordance with clause 2.