



www.motorkitz.com

MOTORKITZ TEAM

ABN 35 133 697 793

Official Use Only

Pre Order In Stock Order

P.O Number _____

Pickup Date _____

Delivery Date _____

Purchase Order

P.O. Date _____

Ordered By

Company _____

Address _____

City/Suburb _____

State/Province _____ Zip/Postal Code _____

Country _____

Phone / Fax _____

Email _____

Contact Name _____

Deliver To

Company _____

Address _____

City/Suburb _____

State/Province _____ Zip/Postal Code _____

Country _____

Phone / Fax _____

Email _____

Contact Name _____

Order Details

Part No.	Description	Quantity	Unit Price	Amount
Remarks		Total		
		GST		
		Shipping Charge		
		Grand Total		

Terms and Conditions of Sale

(for Customers in Australia Only)

1. Definition

- 1.1 "Motorkitz Team" means the Motorkitz Team subsidiary company selling products to the Customer as identified in Motorkitz Team's Quotation or Invoice.
- 1.2 "Customer" means the person or legal entity identified in Motorkitz Team's Quotation or Invoice.
- 1.3 "Contract" means a contract for sale by Motorkitz Team's to the Customer of the products and/or services incorporating the Terms and Conditions.

2. Formation of Contract

- 2.1 No Contract shall come into existence until Customer's order has been accepted by Motorkitz Team and such acceptance has been received by customer. The contract shall deem to be concluded at the time and place where acceptance is received by customer.
- 2.2 The products sold and/or services rendered are subject to Terms and conditions to the exclusion of any other terms and conditions stipulated or referred by customers. Customers acknowledge that it is aware of contents of and agrees to be bound by terms and conditions. Motorkitz Team may modify this agreement at any time and such modifications shall be effective immediately upon posting of the modified agreement.

3. Orders, Prices and Payment

- 3.1 Unless credit terms have been expressly agreed by Motorkitz Team, payment for the products or services shall be made in full before physical delivery of products or services.
- 3.2 Unless credit terms have been expressly agree by Motorkitz Team, payment for the products or services should be made in full before physical delivery of products and services. Customer shall pay for all shipping and handling charge unless otherwise specified by Motorkitz Team.
- 3.3 Customer shall bare all country, provincial, government, state and local sales use, goods and services, value added, excise, privilege and similar levies/taxes.
- 3.4 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three percent (3%) of the Price), or by direct credit, or by any other method as agreed to between the Customer and Motorkitz Team.

4. Delivery

- 4.1 Motorkitz Team shall deliver the products to the place of delivery designated by Customer and agreed to by Motorkitz Team.
- 4.2 Motorkitz Team may, at its discretion, deliver the products by instalments in any sequence. Where the products are so delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by Motorkitz Team in respect of any one or more instalments shall vitiate the Contract in respect of products previously delivered or undelivered products.
- 4.3 Any dates quoted by Motorkitz Team for the delivery of the products are approximate only and shall not form part of the Contract. Motorkitz Team shall not be liable for any delay in delivery of the products and/or services, howsoever caused.

5. Acceptance of products

- 5.1 Unless the customer notifies Motorkitz Team to contrary on the day of delivery and such notification is confirmed in writing within two (2) days, the products shall be deemed to have accepted by customer as being in good condition and in accordance with the contract. The customer shall not be entitled to withhold payment of all or any of the prices of the products whilst any claim is being investigated by Motorkitz Team.

- 5.2 All Motorkitz Team products purchased under these Terms and Conditions directly from Motorkitz Team by end-user customer may be returned by customer up to within fourteen (14) days of receipt for a replacement, refund or credit of purchase price in effect in Australia on the date of receipt of products. The refund or credit will not include any shipping and handling charges forming part of the purchase price. Returned Products must be received by Motorkitz Team in as-new or as-shipped-by- Motorkitz Team condition, including conformance to invoiced specification, and all other items included with a Product must be returned with it.

6. Defects

- 6.1 The Customer shall inspect the Products on delivery and shall within twenty-four (24) hours of delivery (time being of the essence) notify Motorkitz Team of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Motorkitz Team an opportunity to inspect the Products within a reasonable time following delivery if the Customer believes the Products are defective in any way. If the Customer shall fail to comply with these provisions the Products shall be presumed to be free from any defect or damage. For defective Products, which Motorkitz Team has agreed in writing that the Customer is entitled to reject, the Motorkitz Team's liability is limited to either (at the Motorkitz Team's discretion) replacing the Products or repairing the Products.

7. Warranty

- 7.1 Unless specified otherwise and in addition to any rights the Customer may have under statute, Motorkitz Team warrants to the Customer that Products will be free from defects in materials and workmanship affecting normal use for a period of fourteen (14) days of receipt. ("Standard Warranty")
- 7.2 This Standard Warranty does not cover damage, fault or failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Motorkitz Team, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; any attempt by any person other than Motorkitz Team personnel or any person authorised by Motorkitz Team, to adjust, repair or support the Products and problems caused by use of parts and components not supplied by Motorkitz Team.
- 7.3 The Standard Warranty does not cover any items that are in one or more of the following situation: accessories or parts added to the Product after the Product is shipped from Motorkitz Team.
- 7.4 During the fourteen-day period beginning on the invoice date, Motorkitz Team will repair or replace Products returned to Motorkitz Team's facility. Unless specified, Customer must prepay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. Motorkitz Team will ship the repaired or replacement products to Customer freight prepaid.
- 7.5 While not affecting any non-excludable warranty or guarantee implied by law, Motorkitz Team does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.
- 7.6 The Customer agrees that to the extent permitted by law, in relation to third party products purchased through Motorkitz Team, where such of the Products are covered by a relevant manufacturer's warranty, then the Customer will first make a claim against the manufacturer and shall utilise that warranty for the support of such Products and in any event not look to Motorkitz Team for such warranty support in the first instance.

8. Liability

- 8.1 Motorkitz Team shall not be liable in contract or tort for any loss or damage suffered and consumers rights are limited to those set out in these Terms and Conditions and under statute.

- 8.2 To the extent permitted by law and subject to clause 8.6, Motorkitz Team's total liability herein in respect of each event or series of connected events shall not exceed the total price paid for the purchase of products and/or services under these Terms and Conditions.
- 8.3 The Customers shall indemnify Motorkitz Team and keep Motorkitz Team fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or willful misconduct of customers, its employees, agents, or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.
- 8.4 To the extent permitted by law, Motorkitz Team and customers agree that Motorkitz Team will not be liable to customers for any incidental, indirect, special or consequential damages arising out of or in connection with purchase, use or performance of products or services, even if Motorkitz Team has been advised of their possibility.
- 8.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Motorkitz Team shall be subject to correction without any liability on the part of Motorkitz Team.
- 8.6 Under the Act, where implied conditions and warranties cannot be excluded, Motorkitz Team's liability for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at Motorkitz Team's option, to:
 - (a) in the case of products, the replacement of the products or the supply of equivalent products; the repair of such products; the payment of the cost of replacing the products or of acquiring equivalent products; or the payment of the cost of having the products repaired.

9. General

- 9.1 Customers shall not be assign or otherwise transfer any contracts of any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Motorkitz Team. Any such unauthorized assignment shall be deemed null and void.
- 9.2 If any provision of these Terms and Conditions is held by any complete authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

Payment Details

- Direct deposit/Transfer Reference Number _____
- Money order / Cheque Cheque/Ref Number _____
- Credit card (extra 3% surcharge) Card Number _____ CCV _____
- Cash/ETPOS

Customer's Declaration

By signing and dating this form below, I acknowledge that I have read and understand the sale terms and conditions of Motorkitz Team.

I state under penalty of perjury that all the information provided above is true and correct to the best of my knowledge and belief.

Signature

Date

Payment Methods

- **Direct deposit**
Bank: ANZ
Account name: Motorkitz Team
BSB: 013257
Account number: 494255854
- **Money order**
Postal address: Factory 8, 7-9 Heatherdale Road, Ringwood, VIC 3134, Australia
- **Credit card / ETPOS**
Available in store only
- **Cash**
- **Paypal**
Your Paypal account email address is required for paypal invoice issuing

NOTE:

For Money order and Cheque Payment, Motorkitz Team does not take any responsibility for any lost or wrong post. We advise sender to use register post.

For credit card payment, there will be subject to extra 3% charge from the total amount.

Reminder

- Please read the Motorkitz's Terms and Conditions of Sale carefully before you proceed submitting the form
- Please return your completed form to us by mail or fax:
Address : Factory 8, 7-9 Heatherdale Road, Ringwood, VIC 3134, Australia
Fax: +61 (03) 98470395
- If you have any questions while completing the Form, please contact us at info@motorkitz.com or at +61 (03) 98701348

General Guide

WARNING: DUE TO THE STRICT REGULATIONS SET BY THE DEPARTMENT OF TRANSPORTATION, ALL OF THE PRODUCTS SOLD BY MOTORKITZ TEAM ARE INTENDED FOR OFF-ROAD OR SHOWUSE ONLY.

NOTE: PROFESSIONAL INSTALLATION BY EXPERIENCED AND COMPETENT MECHANIC REQUIRED. INSTALLATION MAY REQUIRE SPECIAL TOOLS AND/OR SHOP EQUIPMENT.

**** What if I received the parts damaged?**

Some products may be damaged during transit. Please inspect all packages. In the events that damage has occurred, accept the package and sign "Damaged" on the invoice and call the seller within 24 hours. Please retain all boxes and other packaging material as package may be subject to inspection by the carrier. Motorkitz Team will then file a claim request within 24 hours. If you accept the package without inspection and the parts are damaged, you will have to inform the shipper and file a damage claim yourself. Failure to comply with this policy may result in a denial for damage claim.

**** What if I want to return the parts?**

The customer can return your item ONLY with the authorization and approval from the seller. The customer is responsible to pay for return shipping and original shipping fees are non-refundable. Once the return is approved by the seller, the seller will then issue a Return Authorization Number to the customer. All return requests must be made within 5 days after receiving order. All returns must be returned to the seller with the R.A. number in unused and unaltered condition with original packaging. Insure that product is very well packaged. Refunds will not be issued on returns that are damaged during shipping back to the seller and the product is not received in original packaging. In the event that damage does occur, a refund will be issued when a claim has been settled with the carrier. Failure to comply with this return policy will result in a refusal of the shipment and will be returned to customer at his/her own expense.

What kind of body shop should I have this kit installed by and is it hard to install these products?

We highly recommend professional installation by an experienced custom shop. Not all body shops have experience in installing aftermarket bodykits. We do not recommend any of our customers to install the products themselves. Please be advised that we highly recommend that you take our products to a professional. When looking for a body shop to install your kit, look for one with experience in doing such installation. A body shop with 10 years experience in doing collision work, but no experience in aftermarket bodykits is not recommended. It would be better to take the kit to a body shop with just 5 years of experience but specializes in installing aftermarket bodykits. We do not recommend our customers doing the installs by themselves.

How would I install these products?

All aerodynamics are manufactured with fiberglass unless otherwise noted. Due to the material used in production, the parts will NOT be a direct bolt-on.

These parts may require prepping, sanding, shaving, filling gaps, cutting, or other types of body work. These modifications may include removal or cutting of the reinforcement bars. By complying with our policies, customer understands the procedure in installing the bodykit. We highly recommend that a professional custom shop with fiberglass body kit experience perform the installation. Refunds may be issued on extreme fitment cases.

Do I have to test fit the parts before I paint them?

Yes, we recommend that you test fit all parts before you paint them. This will insure that you have the correct parts and also allow you to check the fit prior to prepping and painting. All parts that are drilled, prepped, and/or painted cannot be returned for credit or exchange.

What is necessary to prepare parts for paint?

All Motorkitz Team products require that you test fit before doing anything else. Once the parts are test fitted, it may require some shaving, trimming, sanding, molding, and/or filling for proper fitment. You will sand and/or wet sand the parts before premiering and painting. Most body shops will begin by fitting, sanding and then premiering the part(s) before painting.

Do your products fit as well as my OEM parts?

All Motorkitz Team products are made to the closest OEM standards possible, but since they are all hand laid we cannot guarantee a perfect fit. Also with the vast number of possibilities of why products do not fit perfectly, such as installation on vehicles which had been involved in an accident, hear, poor installation, etc, it is very difficult to guarantee perfect fitment.

Are there any warranties offered with your products?

All products sold by Motorkitz Team are sold "as is" to the customer. Motorkitz Team does NOT offer warranty on any of the products sold. All products sold by Motorkitz Team are aftermarket products and are intended for off-road or show use only.

** Only applicable for products purchased directly from Motorkitz Team. All products purchase from a distributor other than Motorkitz Team will be subject to different policies. Please contact your seller for their policies.