

Standard Terms & Conditions of Sale

Cut Price Racing

1. **Parties** - Cut Price Racing (the 'supplier') will supply 'the customer' the goods or services set out in any invoice provided to the customer from time to time (the 'goods'/'services').
2. **Supply** - Goods will be supplied in the quantity and at the price as specified in the invoice provided to the customer upon completion of the Auction.
3. **Payment** - Goods and/or Services are purchased by the Customer subject to the following:
 - 3a) Payment is to be made within 7 days of the date of Auction completion.
 - 3b) Terms and conditions of payment for the goods and/or services are strictly Cash (or Credit Card). This cash may be provided by either Bank Transfer, Paypal (Cash or Credit Card), Money Order.
 - 3c) any special/additional rates of carriage incurred as a result of special or extraordinary carriage being requested by the customer, shall be paid by the customer.
4. **Postage/Courier** – Goods are sent or carried subject to the following:
 - 4a) Goods are carried via Australia Post regular service unless there is an alternative method offered by the supplier and that alternative method is chosen by the customer.
 - 4b) If registered post is chosen, the registered post fee must be added to the subtotal or must be specified and included within the invoice.
 - 4c) If insured post is chosen, both the fee for registered post PLUS the fee for insurance must be added to the subtotal or must be specified and included within the invoice.
 - 4d) Any other carrier may be offered at the discretion of the supplier upon request from the customer. Should the supplier decide not to send goods via the requested carrier they shall be sent by the methods outlined in 4a-4d.

5. **Pickup Only Items** - Items marked PICKUP ONLY are strictly only to be collected. These items will only be posted or couriered by the supplier if the following conditions are met.

***Note: Customers who either reside or have user locations outside a 150km radius of Brisbane City (Queensland, Australia) are to make contact to advise purchase intention within 24hrs of Auction completion.**

5a) Courier/Carrier Collection of Pickup Only Items. Customer must make payment for the goods within 7 days of Auction completion and before collection.

5b) The supplier will not package the goods.

5c) The supplier will attach an address label only.

5d) Goods must be collected from the supplier premises. The supplier will not carry the goods in any way whatsoever to any depot, office, or other meeting place for the purpose of collection.

5e) Customer must pay all associated costs of the carrier.

5f) Customer must organise collection of the goods at a mutually suitable time with the supplier.

5g) Customer must ensure or provide 24hrs notice that the carrier is collecting the goods. This may be done via email or phone.

5h) Customer must ensure the carrier has collected the goods within 14 days of Auction completion. Should the goods remain uncollected after 14 days, a storage fee of minimum \$3.57 per day will be charged.

5i) Any accrued storage fees must be paid in full before the goods may be collected.

5. **Title Transfer** - The customer shall not acquire any right title or interest in the Goods until the Customer pays the purchase price of the Goods in full.

6. **Defaulted Payment** - The customer will be liable to the supplier for all and any loss or damage to any goods which the supplier retains the title and which are in the customer's possession custody or control and whether or not caused by any act or omission of the customer.

7. **Liability** - In no event shall the supplier be liable for any special, incidental, indirect or consequential damages including damages for injuries or breakages as a result of the use of the goods by the customer and without limitation the supplier shall not bear any liability for any loss or damage to the goods or non-delivery, delay in delivery,

concealed damage, deterioration, contamination or evaporation of goods held in the suppliers care, custody, or control or any consequential loss however caused apart from loss caused or occasioned by criminal acts of the supplier.