



**EXPANDAHOMES**

The O&A Company Pty Ltd



2024/2030

# Terms of Service



## Terms of service

### TERMS OF SALE.

At EXPANDAHOMES, we believe in a strong relationships based on choice, transparency, and flexibility. Our straightforward Terms of Sale allow you to focus on what matters most.

For the purpose of these Terms of Sale: "Us," "Our," "We," "EXPANDAHOMES," and "The O&A Company Pty Ltd" refer to The O&A Company Pty Ltd trading as EXPANDAHOMES and/or all authorized 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 you, the client or purchaser of EXPANDAHOMES and and/or all authorized dealers.

We reserve the right to modify, add, or remove portions of these Terms of Sale at any time. We will make reasonable efforts to notify you of significant changes.

Our Goods come with guarantees under the relevant Australian Consumer Law, as amended and in place from time to time. You have rights to a replacement or refund for major failures and have the goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

Under this warranty, 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/replace the fault/part before notifying us, we reserve the right to refuse reimbursement.

Complete the warranty application if there are any defects. Warranties against defects a. We warrant that all parts of the Products are free from defects for a period of 12 months. b. We reserve the right to engage a local tradesperson or use our own technician to rectify any faults. c. We will repair and/or replace the faults at no expense to you. d. If the Products have to be returned to us, you are liable to pay all associated costs with returning the Products. e. We reserve the right to replace parts with similar quality and grade. f. We reserve the right to inspect the fault. g. The warranty period will be void if: i. The Product/s have been significantly and/or structurally altered, modified, or repaired by another party, other than EXPANDAHOMES. ii. We cannot discover any faults; iii. The fault is within industry standards (Australian Standards Motor Vehicle Act 1989 Cth); iv. The fault has arisen due to your or any third party's failure or neglect to maintain the Product; or v. The Product has been subject to abnormal conditions, including, but not limited to, extreme environmental conditions, flooding, fire, misuse, accident damage, hail, and/or storms. h. The warranty does not cover normal wear and tear & leaking due to incorrect set up, sealing & waterproofing of joins & windows by the customer. i. We use components that have a third-party warranty by their supplier. j. Not limiting the automatic consumer guarantees, EXPANDAHOMES' 12-month voluntary warranty period will start from your delivery/pickup date.

Set up of the Product/s You are responsible for the following (if applicable): a. A licensed electrician must be used to connect the Product to mains power, to install any light fittings, power points, or light switches, and to complete the final electrical certification of the Product. b. A licensed plumber must be used to connect the Product to sewer mains (if required). Council fees and approvals may apply to this. c. A licensed plumber must be used to connect the Product to water and grey waste. d. It is recommended to use a licensed carpenter or builder to set up the Product. This includes leveling the trailer/base, folding out the sides, installing windows, flashings, skirting and cornices, and anything else reasonably required for the purpose of set up. e. A licensed gas fitter must be used to install any gas fittings and appliances. f. You are responsible for arranging the set up (installation) of our products and must bear any associated costs. g. EXPANDAHOMES takes no responsibility or liability for any injury and/or damages from the actions of using third-party tradesmen during the set up or use of the Products provided, and you indemnify us in respect of any loss or claims in relation to this. h. It is recommended to check the foundations where the Products sit every six (6) to twelve (12) months for any movement/settlement. i. Under relevant State legislation, as in place from time to time, you must have working smoke alarms in your Product in accordance with any fire safety laws. We recommend having one (1) smoke alarm in each bedroom and one (1) in the living area.

General Terms a. It is your responsibility to check your local council and State legislation regarding the use and occupancy of Our Product/s on your property, or any other property where you may keep the Products from time to time. 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 against you from the council or any government bodies for the misuse of the Product. d. It is your responsibility to know the weights of the Product and the implications of the towing limits and braking requirements of any vehicle towing the Product. Any certificates, certifications, approvals and modifications to any of our designs due to council regulations or requirements will be at the customers expense all designs are sold in their current condition.

We offer a Product that is manufactured in our factory in China. We check every Product, in our Australian factories for major damage, although due to the price point and nature of our business, our Products may have imperfections, and there could be damage in spots that cannot be inspected in our Australian factories. Minor defects 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 have accepted our Product to reassemble 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 from errors or from omissions in our documents or information. h. You agree to comply with any and all laws, regulations, and rules relating to your use of our website, your interactions with us, and the placement of any orders with us. i.

Any variations to these Terms of Sale for Your order must be agreed to by us in writing. j. You agree that all specifications for your order of the Products will be included in the quote provided by us, and you agree that the information provided in the quote is accurate. k. You agree and acknowledge that we will rely on information provided by you in relation to your order for Products and any costs incurred by us in reliance on incorrect or inadequate information that may result in additional costs charged to you, for which you will be liable. l. You must pay us, if demanded by us, in our sole discretion, interest at the rate of 10% per annum on all overdue amounts owed by you to us. Such interest will be calculated daily and compounded monthly. m. EXPANDAHOMES may, from time to time, provide links, advertisements, and information about other businesses for your convenience. This does not imply any sponsorship, endorsement, approval, or agreement between EXPANDAHOMES and those businesses. EXPANDAHOMES takes no responsibility for the actions/advice of said businesses.

Refunds a. Refunds of your Product, after you have taken delivery, will be decided upon a case- by-case assessment by us and in our sole discretion. If we accept your request for a refund: i. You are liable for any cost incurred to pack up the Product. ii. All Products you wish to return to us must be in the condition as they were delivered to you. iii. You are liable to pay for any and all costs associated with the return of the Product.

Deposit, Cancellations, and Variations a. Once you have paid the required deposit, we take this as acceptance of our quote and your acceptance of these Terms of Sale. b. Your required deposit amount will be shown on the bottom of your quote, with the balance due and payable before delivery/pick up of your Product/s. c. For our standard range (Standard 2-bedroom expandahome, Instant Flat, and deluxe 2-bedroom expandahome), in the event that you wish to cancel your order before delivery, we reserve the right to keep a \$1,000 administration fee. d. For custom designs and our 1, 3, and 4-bedroom expanders and any custom Products, a non- refundable deposit of 50% is due and payable before we will start manufacturing your Product/s. f. Should we provide our written consent to your requested cancellation or variation of an order, you must indemnify us against any losses incurred by us as a result of your cancellation or variation and cover all of our reasonable costs or additional costs associated with your cancellation or variation.

Payment Schedule a. For all models and Products, your order must be paid in full before we book in your delivery, or before you collect your order. If you fail to make any required payments, we may withhold consignment of the Products until all amounts are paid in full. b. Payment Process: i. Deposit Paid: The order is listed as an offer accepted by the client, and stock is allocated from stock on hand or incoming stock. ii. Balance Due: Once we are two weeks from your completion date, we will email through your invoice for the final payment. iii. Delivery: Once you have made payment, we will book your delivery in for the next available date we have, or your cabin will be here for you to collect.

Delivery a. You agree for us to sub-contract, assign, novate, or transfer all or part of the delivery of your Products at any time, and we are not required to give you written notice. Any sub- contractors will have the same rights as us in these Terms of Sale. b. You must provide us with complete and uninterrupted access to your nominated property to enable us to deliver your Product/s. c. Drivers will use their best endeavors to drop off your Product where you want it on your nominated property. Site conditions, including, but not limited to, site surface, slope, weather, may restrict delivery/unloading options. The driver is responsible to choose the unloading area.

d. You warrant to us that the ground surfaces traversed by our drivers to perform the delivery are of suitable construction to prevent damage to said surfaces or our drivers' trucks. e. All of our delivery times are estimates only and commence from the date you pay your deposit. f. Estimated arrival dates are not guaranteed. Delivery times are to be used as a guide only and are subject to change due to weather, other unforeseen circumstances, and circumstances beyond our control, including Force Majeure events, as referred to in clause 9 (truck breakdowns, traffic, road closures, customs delays, ship delays, Sydney Port delays). We will make a reasonable effort to fulfill your order with us in a timely manner. Any delay in delivery dates, for any reason whatsoever, does not entitle you to any claim for consequential loss or damage or to cancel your order. g. We may adjust the delivery price at any time to pass on increases in costs imposed by our drivers or increased costs due to any other reason, including but not limited to increased transport costs or any other item, as determined in our sole discretion from time to time. We will provide you with written notice of any fee adjustment. This includes the time from your deposit being paid to the time your Product has been delivered. h. You have the right to organize your own transport for pickup of your Product/s. i. If our drivers are unable to unload in the designated area on your nominated property, they have the right to leave your Products on the nearest Council road, in a reasonable and safe position. j. You indemnify us from and in respect of all loss, damage, liabilities, or claims caused directly or indirectly from our drivers.

Storage Fees - Non-payments a. For standard orders, if payment has not been made by your due date, The O&A Company Pty Ltd has the sole right to allocate your cabin to another client. Once your payment has been made, you will be allocated the next available cabin. b. Should your invoice become 5 days overdue, we have the right to charge storage fees at the rate of \$50.00 per day until your delivery/pickup has been completed.

Force Majeure a. Should circumstances beyond our control hinder or prevent our provision of the Products to you, we will be free from any obligation to provide the Products to you while such circumstances continue. b. For as long as the circumstances beyond our control continue, we may, in our sole discretion, terminate your order with us or keep your order with us on foot until such circumstances have ceased. c. Circumstances beyond our control, or Force Majeure events, include but are not limited to: i. Illness or injury to us; ii. Unavailability of materials or components; iii. Health pandemic/crisis/virus iv. Strikes; v. Lockouts; vi. Riots; vii. Natural disasters; viii. Fire; ix. War; x. Acts of God; xi. Government decrees, proclamations, or orders; xii. Transport difficulties; and xiii. Failures or malfunctions of computers or other information technology systems.

Default a. You will engage in an event of default in the following circumstances: i. You breach these Terms of Sale for any reason, including but not limited to defaulting on any payment; ii. You, being a natural person, commit an act of bankruptcy, or you, being a corporation, are wound up, deregistered or dissolved, a receiver or administrator is appointed, you enter a scheme of arrangement (other than for the purpose of restructuring); iii. You assign your rights under these Terms of Sale without our prior written consent; b. Should an event of default occur by you, we will provide you with written notice to rectify the default within 7 days. c. Where an event of default occurs that is not rectified by you, we may, in our sole and absolute discretion: i. Refuse to supply the Products; ii. Retain any and all monies paid by you for Products ordered but not yet supplied; iii. Refuse to supply you with the Products ordered.

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 but not limited to, you): i. Against us; or ii. For which we are liable; In connection with any loss arising from or incidental to: iii. The supply of the Products; iv. The subject matter of these Terms of Sale; Including but not limited to any legal costs incurred by us in relation to meeting any claim or demand or any party/party legal costs for which we are liable in connection with any such claim or demand. b. You agree and acknowledge that except for the provisions of these Terms of Sale, we do not make any warranty, assurance, promise, or representation regarding the quality, fitness for purpose or use, suitability, or merchantability of the Products for any purpose whatsoever, and that in entering into these Terms of Sale, you have relied entirely on your own inquiries, knowledge, skill, and judgment. Intellectual Property a. The parties agree and acknowledge that EXPANDAHOMES is the exclusive owner of any intellectual property. b. For the purpose of this clause, intellectual property includes trademarks, patents, copyrights, designs, layout-designs (topographies) of integrated circuits, processes, and confidential information as may be applicable to the Products and to any advertising and promotional material and any technical materials and user manuals/videos associated with the manufacture or supply of the Products, that is capable of legal protection, regardless of whether such legal protection has been formally obtained. c. You agree that you will not, as a result of entering into any dealings with us or purchasing any Products from us, acquire any intellectual rights in the Products and you must not challenge or dispute our ownership of our intellectual property. d. You must not do anything or omit to do anything that could detrimentally affect the ownership of our intellectual property. e. You agree that you will not infringe the intellectual property rights of us and will notify us of any suspected or actual infringement of our intellectual property immediately upon becoming aware of the same. f. You must comply with our reasonable instructions and requests in relation to the maintenance of our protection of our intellectual property.

Governing Law a. This agreement shall be governed by and construed in accordance with the laws of the state or territory in which the Products have been purchased from. Any court proceedings shall be filed and heard in that state or territory. Any claim brought against us will be dealt with by the company that provided the Products or Goods.

GST a. You and us agree to comply with their respective obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

Title a. Risk in and title to the products pass to you upon delivery of the products to your nominated address or upon you collecting your order. b. You will not have title to the products until you have paid all amounts owing to us.

Advice and Information a. Any advice, recommendations, information, assistance, or service given by us in relation to the Products and/or the Product use is given in good faith and is believed by us to be appropriate and reliable. However, any advice, recommendation, information, assistance, or service given by us in relation to the Products and/or the Product use is provided without any liability or acceptance of liability on our part.

19. advice, recommendation, information, assistance, or service given by us in relation to the Products and/or the Product use is provided without any liability or acceptance of liability on our part.

20. Confidentiality a. You will keep confidential all non-public information concerning our Products and business which we disclose to you. You will not use or disclose that information for any purpose other than to purchase Products from us. This obligation of confidence will survive the termination of these Terms of Sale.

By making a payment to The O&A Company Pty Ltd, you confirm your understanding and acceptance of these Terms of Sale.



**Questions?  
Contact us.**

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