

COYALTIX ORDER FORM

Purchaser Details Date [Office Only] Name **Email Contact Number Street Address** Postcode State Carriage Number (Name) Horse Size cm**Driver Height** cm How Many Passengers (incl Driver) Wheels Size We will decide Size (Front/Back) Hard Rubber Metal/Wood/Penumatic Disc Brakes (Front/Rear) Stainless Disc Brakes (Yes/No) Hand Brake (Yes/No) Colour Pin Stripe Colour Track Width (cm) We will decide **Body** Colour Pin Stripe Colour **Upholstery** Upholstery (Natural Leather/Artif. Leather) **Upholstery Colour (seats) Additionals** Lamp Brackets (Yes/No) Pole (Yes/No) Shafts (Yes/No) Fittings Colour (Brass/Stainless Steel) Lamps (Yes/No) Lamp Colour (Brass/Stainless Steel) **Other Important Information**

On Track Consultants Pty/Ltd

Gwenifer and Bryan Hack 16 Blacksmiths Road Nathalia Vic. 3638 Ph. 03 58662766

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This is a contract for the purchase of horse-drawn carriages and/or horse drawn equipment between the vendor [On Track Consultants Pty/ Ltd] and the purchaser

Terms and Conditions

This agreement is in respect to and drafted from the Australian law perspective and is subject to Australian law interpretation.

Purchase prices and payment:

Deposit:

- Purchase price of carriages, harness and accessories shall be stipulated at time of confirmation
 of order and before payment of deposit. Purchase prices may vary slightly from those shown in
 the quote prior to confirmation of order.
- All carriage, accessory and harness specifications, sizes and colour schemes shall be confirmed prior to confirmation of order and deposit payment.
- By signing this agreement, the purchaser agrees that all details regarding carriage and accessory manufacture are correct and the order is confirmed.
- Upon confirmation of order, 50% of the total carriage, accessories and harness cost will be required as deposit. The manufacturing of carriages and accessories will not begin until the total deposit payment has been received by the vendor [On Track Consultants Pty/ Ltd] in full.
- Deposit payment to reach On Track Consultants Pty/ Ltd within 5 working days of the purchaser signing this agreement otherwise this agreement will be deemed null and void.
- The deposit is non-refundable should the purchaser wish to cancel or change the order.

Balance:

- The purchaser will be invoiced for the balance (including up to date freight, customs and port fees) <u>prior</u> to the carriages and accessories leaving the manufacturer's factory in Poland.
- Manufacture time varies according to carriage models and specifications of harness, and will be estimated and advised by On Track Consultants Pty/ Ltd. prior to confirmation of order.
- Balance payment must reach On Track Consultants Pty/ Ltd. in full within 5 working days of balance invoice date.
- The carriages and accessories <u>will not</u> be released until the balance payment (including all freight and shipping-related costs) have been received by On Track Consultants Pty/Ltd in full.
- The freight and shipping costs shall include all origin port charges, sea freight, sea freight insurance and taxes up until the carriages reach On Track Consultants base in Nathalia Australia.

- Once carriages and accessories have reached On Track Consultants Pty/ Ltd, they will be kept
 in safe, secure housing, but it will be the responsibility of the purchaser to make arrangements
 with On Track Consultants Pty/Ltd to have the carriage and/or accessories collected.
- There will be an extra charge to have the carriage delivered to the purchaser's premises.

Warranty:

• Each carriage comes with a two year warranty to cover <u>manufacturing defects only</u>. Should a part of the carriage fail to perform the task it was designed for, the part will be replaced and delivered to the purchaser at the manufacturer's cost.

Transit:

- Shipping arrangements shall be organized by On Track Consultants Pty/ Ltd., and the goods
 will be shipped directly to Australia under the management of the shipping agent working with
 On Track Consultants Pty/Ltd.
- Shipping and freight costs will be estimated at time of quote, but may vary to final invoice.
- Sea freight insurance will cover the carriages in transit until they reach On Track Consultants Pty/ Ltd, thereafter all responsibility lies with the purchaser.

Cancellation or Termination:

- Should the purchaser cancel the order at any stage, the deposit payment will be forfeited to On Track Consultants Pty/Ltd
- Should the purchaser default on any payment, On Track Consultants Pty/Ltd reserves the right to take legal action to cover outstanding costs.
- Should the purchaser go into liquidation prior to final payment, it is agreed that On Track Consultants Pty/Ltd. will exit the arrangement, without prejudice to any other rights or remedies the company may have in that situation.

Contract to be signed by both parties prior to carriage manufacture.

Date:	
Name (print):	
Signed:	

Please use a separate form for each model of carriage.

Date:			
Price:			
Deposit:			
Snecial R	equirements:		
	equirements.		
Vendor:	On Track Consultants Pty/Ltd		
Signed:			

Thank you for your order. The team at On Track Consultants Pty/Ltd

 $\bigstar 16$ Blacksmiths Road Nathalia 3638 Vic \bigstar