

EASY INFLATABLES – CONSUMER PURCHASE AGREEMENT

Inflatable Boat (Custom Build)

This Consumer Purchase Agreement (“Agreement”) is made between:

Seller:

Easy Inflatables

ABN: 96856548613

Website: <https://easyinflatables.com.au>

Location: 8A Comito Close, Avoca Beach New South Wales, Australia 2251

Customer:

Full Name: _____

Address: _____

Phone: _____

Email: _____

1. Product Description

The Customer agrees to purchase an **inflatable boat**, including any accessories, customisations, or specifications selected at the time of order (“the Goods”).

The Goods are **custom-built** based on the Customer’s selected specifications and requirements.

2. Custom Build Acknowledgement

The Customer acknowledges and agrees that:

- The Goods are **custom-made specifically for the Customer**.
- Once production has commenced, the order **cannot be cancelled**.
- Changes requested after production has commenced may result in **additional costs and delivery delays**.

3. Pricing and Payment

- Full payment (or an agreed deposit) is required **before production commences**.
- All prices are in **Australian Dollars (AUD)** unless otherwise stated.
- Payment confirms acceptance of this Agreement, the Seller’s **Terms and Conditions**, and the **Shipping Policy**.

4. No Refunds on Custom Builds

The Customer acknowledges and agrees that:

- **Refunds are not available for custom-built inflatable boats**, except where required under Australian Consumer Law.
- Refunds are **not provided for change of mind, order cancellation, delays, or dissatisfaction** unrelated to a fault or major failure.

This clause does **not exclude or limit** any rights the Customer has under Australian Consumer Law.

5. Shipping, Freight, and Customs

The Customer acknowledges and agrees that:

- Estimated delivery times are **indicative only**.
 - **Shipping delays, freight delays, port congestion, customs clearance delays, or customs inspections** are outside the Seller's control.
 - **Shipping or customs delays do not constitute grounds for a refund, cancellation, or compensation**, as outlined in the Seller's Shipping Policy.
 - Risk transfers to the Customer upon dispatch, except where Australian Consumer Law provides otherwise.
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6. Delivery and Inspection

- The Customer must inspect the Goods upon delivery.
 - Any visible damage or faults must be reported **in writing within 48 hours** of delivery.
 - The Seller will assess and respond to any legitimate claims in accordance with Australian Consumer Law.
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7. Credit Card Payments and Chargebacks

The Customer acknowledges that payments made by credit card are subject to the card issuer's chargeback processes.

The Customer agrees that:

- A credit card chargeback **does not override or cancel** this Agreement, the Seller's Terms and Conditions, or the Shipping Policy.
- Chargebacks must **not be used as a substitute** for a refund request arising from **change of mind, order cancellation, shipping delays, freight delays, port congestion, or customs clearance delays**, or dissatisfaction where no fault or major failure exists.
- **Shipping delays and customs delays are not grounds for a refund**, and initiating a chargeback on these grounds constitutes a **breach of this Agreement**.
- Any chargeback initiated will be **formally disputed by the Seller** using this signed Agreement, order records, production evidence, and delivery documentation.

Where a chargeback is initiated contrary to this Agreement or Australian Consumer Law, the Seller reserves the right to recover any chargeback fees, administrative costs, or losses incurred.

Nothing in this clause limits or excludes the Customer's rights under Australian Consumer Law.

8. Australian Consumer Law

Nothing in this Agreement excludes, restricts, or modifies any consumer guarantees or rights provided under the **Australian Consumer Law**.

If the Goods have a **major failure**, the Customer is entitled to a remedy as required by law. If the Goods have a **minor failure**, the Seller may choose to repair or replace the Goods.

9. Limitation of Liability

To the extent permitted by law:

- The Seller is not liable for any **indirect, incidental, or consequential loss**.
 - The Seller is not responsible for delays caused by third parties, including **freight providers or customs authorities**.
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10. Governing Law

This Agreement is governed by the laws of **New South Wales, Australia**, and the parties submit to the exclusive jurisdiction of the courts of NSW.

11. Entire Agreement

This Agreement constitutes the **entire agreement** between the parties and supersedes all prior communications, representations, or agreements.

12. Mandatory Customer Acknowledgements

All checkboxes below MUST be ticked to proceed with this purchase.

☐ **Custom Build Acknowledgement**

I acknowledge that this inflatable boat is a **custom-built product**, and that once production has commenced, the order **cannot be cancelled**.

☐ **No Refunds on Custom Builds**

I acknowledge and agree that **refunds are not available for custom-built inflatable boats**, except where required under Australian Consumer Law, and that **change of mind** is not a valid reason for a refund.

☐ **Shipping and Customs Delays**

I understand that **shipping delays, freight delays, port congestion, customs inspections, and customs clearance delays** are outside the Seller's control and **do not constitute grounds for a refund, cancellation, or compensation**.

☐ **Delivery Inspection Requirement**

I understand that I must **inspect the Goods upon delivery** and report any visible damage or faults **in writing within 48 hours**.

☐ **Credit Card Payments and Chargebacks**

I understand that credit card chargebacks **do not override this Agreement** and agree not to misuse chargebacks for **change of mind, shipping delays, customs delays, or non-fault-related reasons**. I acknowledge that any chargeback may be **formally disputed using this signed Agreement**.

☐ **Australian Consumer Law Acknowledgement**

I understand that nothing in this Agreement excludes or limits my rights under the **Australian Consumer Law**.

☐ **Agreement Confirmation**

I confirm that I have **read, understood, and agree** to this Consumer Purchase Agreement, the Terms and Conditions, and the Shipping Policy in full.

Customer Acknowledgement and Acceptance

Customer Name: _____

Signature: _____

Date: ____ / ____ / ____

Seller Representative: Sean Quinn

Signature: _____

Date: ____ / ____ / ____

Electronic signatures are accepted.