

TERMS AND CONDITIONS

These Terms and Conditions (the "Terms") govern the use of www.ezireach.com.au (the "Site"), including our products and services. This Site is owned and operated by Ezi Reach Australia.

Throughout these Terms, the terms “we”, “us” and “our” refer to Ezi Reach. Any new features or tools added to our store will also be subject to the Terms and Conditions. We reserve the right to update or modify these Terms at any time, and your continued use of our website constitutes acceptance of any changes. Section headings are provided for convenience only and do not affect the interpretation of these Terms.

1. Acceptance of Terms

By using this Site or making a purchase, you confirm that you have read, understood, and agree to comply with these Terms at all times.

2. User Conduct and Responsibilities

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site.
- Hack into the account of another user of the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend, or terminate your access to our Site and take any legal steps necessary to prevent you from accessing our Site.

3. Intellectual Property

All content published and made available on our Site is the exclusive property of Ezi Reach Australia. This includes, but is not limited to, images, text, logos, documents, downloadable files, and any other materials available on the Site.

Customers agree not to reproduce, distribute, modify, or exploit any content from our Site without prior written permission. Unauthorized use of our intellectual property may result in legal action.

4. Sale of Goods

We reserve the right to refuse service to anyone for any reason at any time.

Prices for our products are subject to change without notice. We also reserve the right to modify or discontinue any product or content on our Site at any time without prior notice. We shall not be liable to you or any third party for any modifications, price changes, suspensions, or discontinuation of any products or services.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of our products, the use of our Site, or any contact details provided through the Site without our express written permission.

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Cargo Trays
- Cargo Tray Accessories (Side Boxes and Anchor Loops)
- Bundle Packs
- Custom Products
- Product Installation Services

These Terms and Conditions apply to all goods displayed on our Site at the time you access it, including products listed as out of stock. While we strive to provide accurate information, descriptions, and images of our goods, we cannot guarantee complete accuracy. Therefore, we are not legally bound by such information, and you agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject, or cancel any order if necessary. If your order is cancelled after payment has been processed, we will issue a refund for the full amount paid. You are responsible for monitoring your payment method to confirm receipt of any refunds.

Occasionally, our Site may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, shipping charges, transit times, and availability. We reserve the right to correct such errors and update or cancel orders if any information on our Site is found to be inaccurate, even after an order has been placed.

We are not obligated to update or amend information on our Site, including pricing details, except as required by law. The absence of a specified update or refresh date should not be interpreted as an indication that all information on our Site has been modified or remains current.

5. Products

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

6. Payments

We accept the following payment methods on our Site:

- Credit Card
- PayPal
- Apple Pay
- Google Pay

By providing us with your payment information, you authorize us to charge the amount due to your selected payment method. You also grant us permission to access and use this payment instrument as necessary to complete the transaction.

If we determine that your payment violates any law or these Terms and Conditions, we reserve the right to cancel, reverse, or suspend the transaction at our discretion. In the case of suspected fraud or a payment dispute, we may also temporarily hold or cancel your order until the issue is resolved.

7. Shipping and Delivery

When you purchase products from our Site, the products will be delivered through one of the following methods:

- Freight Delivery
- Pickup from the warehouse (Kentville 4341)

Delivery will take place as soon as reasonably possible, depending on the selected delivery method. Delivery times may vary due to unforeseen circumstances, peak periods, or carrier delays. Please note that delivery times do not include weekends or public holidays.

You will be required to pay delivery charges in addition to the product price unless stated otherwise.

7.1 International Shipping

If you purchase goods for delivery outside Australia, your order may be subject to import duties and taxes imposed by the destination country. You are responsible for paying any such duties or taxes. Please check with your local customs office before placing an order. Ezi Reach Australia is not responsible for any import duties, taxes, or customs clearance delays, nor are we liable if you fail to pay these charges.

7.2 Delivery Issues

You must provide a complete and accurate delivery address, including the recipient's name. We are not liable for delays, lost shipments, or failed deliveries caused by incorrect or incomplete shipping details provided by the customer.

Please note that if your order cannot be delivered and is redirected back to the shipping depot, the customer will be responsible for any re-delivery fees incurred.

7.3 Freight Tracking

Tracking information will be sent to the customer using the email address provided at the time of purchase, as soon as it becomes available. This tracking information is generated and managed by the freight company, not by Ezi Reach Australia. Please note that tracking updates may take 24 to 48 hours to appear after being issued by the freight company.

7.4 Pickup from Warehouse

Pickup is available for all products by appointment only and must be arranged in advance by contacting Ezi Reach Australia. Pickup must occur within 7 business days of purchase. Customers must not visit the warehouse without a confirmed appointment.

By entering the premises of Ezi Reach Australia, customers acknowledge and accept all risks associated with their presence on the property. Customers waive and release Ezi Reach Australia, its employees, agents, and affiliates from any liability for personal injury, property damage, or other losses occurring on the premises, except in cases of gross negligence or wilful misconduct. Customers agree to exercise caution while on-site.

By continuing to access or remain on the property, customers explicitly agree to these terms.

8. Refunds

8.1 Refunds for Goods

Refund requests must be made within 30 days of receiving your goods.

We accept refund requests for goods purchased on our Site under the following circumstances:

- **Damaged or Defective Products** – If an item arrives damaged (excluding damage sustained during freight) or has a manufacturing defect, you may return it for a refund or replacement.
- **Incorrect Item Sent** – If you receive an incorrect item (e.g., wrong size or model), we will accept the return and correct the order at no cost to the customer.

8.2 Refund Timeline:

1. The customer must contact Ezi Reach Australia to request a refund.
2. Ezi Reach will assess the request and communicate with the customer to determine the appropriate course of action.
3. If a return is required, Ezi Reach will arrange return freight or schedule a drop-off time at the Ezi Reach warehouse.
4. The customer is responsible for preparing the product for return shipping, ensuring it is securely packaged.
5. Once Ezi Reach receives the returned product, an inspection will be conducted.
6. If the product is found to be damaged, defective, or incorrect as per our policy, a refund will be approved.
7. Refunds may take up to 30 days to be processed and reflected in the customer's account, depending on the payment provider.

Refunds are issued at the sole discretion of Ezi Reach Australia and are not guaranteed. We assess refund requests on a case-by-case basis, in accordance with our Refund Policy and applicable consumer protection laws.

Return freight costs will be covered by Ezi Reach in the

9. Returns

Returns can be made in person at the following locations:

- Kentville Warehouse
- The approved distributor where the original purchase was made.

9.1 Returns by freight.

To return an item by freight, please follow these steps:

1. Repackage the item in its original packaging.
2. Attach the provided return shipping label in a visible location.
3. Ensure the package is ready for collection by the arranged freight company.

Once Ezi Reach receives the returned goods, we will inspect them.

- If the product is found to be faulty or defective (excluding damage caused by the customer), a refund will be processed.
- If the product has been intentionally damaged or shows signs of misuse, no refund will be issued, and the customer will be responsible for the return freight costs. An invoice for these costs will be provided.

10. Warranties & Guarantees

10.1 Ezi Reach Australia Guarantee

Ezi Reach Australia guarantees all products sold on our Site for 12 months from the date of purchase. This guarantee covers manufacturing defects and faults under normal use conditions.

Exclusions

10.2 Ezi Reach Australia 3-Year Limited Warranty

Ezi Reach Australia provides a 3-year limited repair warranty on eligible products, starting from the date of purchase.

10.3 Eligible Products:

- Cargo Trays
- Side Boxes

10.4 Warranty Coverage

This warranty applies to eligible brand-new products purchased from Ezi Reach Australia or an authorised reseller/distributor. It covers the specific product fitted to the vehicle stated on the tax receipt.

If a product has a manufacturing defect or a fault in the materials used, Ezi Reach Australia will cover the cost of:

1. Labour – The work performed by technicians to repair the defect.
2. Materials – Any replacement parts or materials required for the repair.

However, this does not cover:

- Shipping costs for warranty claims (customers are responsible for all freight charges).
- Full product replacement, except where required under Australian Consumer Law.

10.5 Warranty Exclusions

This warranty does not cover:

- Freight costs between the customer and Ezi Reach Australia for warranty claims (customers are responsible for shipping costs).
- Damage caused by accident, misuse, neglect, abuse, improper maintenance, or shipping damage.
- Normal wear and tear, including scratches, fading, or cosmetic imperfections.
- Issues and damage caused by improper installation
- Damage caused by modifications made by the customer.
- Damage caused by extreme weather conditions, chemicals, or corrosive substances.
- Damage due to use outside the product's intended purpose, as specified in the instruction manual.
- Damage caused by non-approved accessories or attachments.
- Fair wear and tear consistent with a product of its age under normal use.
- Excessive wear or damage beyond normal use within the 3-year period.
- Repairs performed by unauthorised technicians or modifications made by third parties.

10.6 Making a Warranty Claim

To make a warranty claim, customers must:

1. Contact Ezi Reach Australia to begin the warranty process.
2. Provide proof of purchase (tax receipt showing purchase date, product details, place of purchase, and vehicle make & model).
3. Cover the cost of shipping the product to an authorised Ezi Reach Australia location or distributor for inspection.

10.7 Claim Results

If a warranty claim is approved, Ezi Reach Australia will, at its sole discretion, determine whether the product will be repaired or replaced. The decision will be based on the nature of the defect, availability of replacement parts, and overall feasibility of repair.

If a product is deemed to have a manufacturing defect, Ezi Reach Australia will repair or replace the product at no cost to the customer. Replacements will be provided with a comparable product in a condition equivalent to that of the original item. However, return shipping costs remain the customer's responsibility.

10.8 Dispute Resolution

10.8.1 Good Faith Negotiation

Ezi Reach Australia is committed to resolving disputes fairly and efficiently. If you have a concern or dispute regarding our products or services, you agree to first contact us in good faith to attempt to resolve the issue. Please submit your dispute in writing to info@ezireach.com.au, providing relevant details and supporting documentation.

10.8.2 Mediation

If the dispute cannot be resolved through good faith negotiation within 30 days both parties agree to attempt mediation before pursuing legal action. Mediation will be conducted by an independent third party mutually agreed upon by both parties. Each party will bear its costs associated with the mediation unless otherwise agreed.

10.8.3 Legal Proceedings

If mediation is unsuccessful or not pursued, either party may seek resolution through legal proceedings. Any legal action must be brought in the courts of Queensland, Australia, and will be governed by the laws of that jurisdiction.

10.8.4 Exceptions

This dispute resolution process does not apply where either party seeks urgent injunctive relief or where Australian Consumer Law provides an alternative resolution process.

10.8.5 Statutory Consumer Rights

Our products come with guarantees that cannot be excluded under Australian Consumer Law (ACL).

You are entitled to:

- A replacement or refund if the product has a major failure.
- Compensation for any other loss or damage reasonably foreseeable due to a major failure.
- Repair or replacement if the product is not of acceptable quality, and the failure is not considered a major failure.

If there is any conflict between these Terms and mandatory consumer protection laws, the relevant consumer protection laws will apply.

11. Limitation of Liability

To the fullest extent permitted by law, Ezi Reach Australia, including our directors, officers, employees, agents, subsidiaries, and affiliates, shall not be liable for any:

- Direct, indirect, incidental, punitive, special, or consequential damages of any kind, including but not limited to: lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages.
- Claims, losses, liabilities, damages, or expenses, including legal fees, arising from:
 - Your use of the Site or any services or products obtained through the Site.
 - Any errors, omissions, or interruptions in the Site's content.
 - Any failure of performance, technical issues, or unauthorized access to your personal information.

Because some states or jurisdictions do not allow exclusions or limitations of liability for consequential or incidental damages, in such cases, our liability shall be limited to the maximum extent permitted by law.

In no event shall Ezi Reach Australia's total liability exceed the amount paid by you for the specific product or service giving rise to the claim.

11.1 Indemnity

Except where prohibited by law, by using this Site, you agree to indemnify and hold harmless Ezi Reach Australia, including our directors, officers, employees, agents, subsidiaries, and affiliates, from any claims, damages, losses, liabilities, and expenses, including legal fees, arising from:

- Your use of our Site, products, or services.
- Your violation of these Terms and Conditions.

11.2 Explicit Disclaimer of Warranties

Ezi Reach Australia makes no warranties, express or implied, regarding the operation of this Site or the products and services offered, except as expressly stated in our warranty policy or required by law.

11.3 Third-Party Links and Content Disclaimer

Our Site may contain links to third-party websites that are not affiliated with or controlled by Ezi Reach Australia. We are not responsible for the content, policies, or practices of these external sites and disclaim any liability arising from their use. Ezi Reach Australia does not endorse or assume responsibility for the accuracy, legality, or content of any third-party websites.

11.4 User Responsibility

It is the customer's responsibility to ensure that products are installed and used according to the provided instructions and safety guidelines. Ezi Reach Australia is not liable for damages or injuries resulting from improper use, incorrect installation, or failure to follow instructions.

11.5 Force Majeure

Ezi Reach Australia shall not be held liable for any delay or failure to fulfil obligations due to circumstances beyond our reasonable control, including but not limited to natural disasters, acts of government, supply chain disruptions, or other unforeseen events.

11.6 Governing Law

These Terms and Conditions are governed by the laws of the State of Queensland, Australia.

11.7 Severability

If any provision in these Terms and Conditions is found to be invalid, unenforceable, or inconsistent with applicable laws, that provision shall be deemed void and removed. However, the remaining provisions will continue to be fully enforceable.

12. Proper Use, Care, and Maintenance

12.1 Intended Use

The Ezi Reach Cargo Tray is designed to assist in the safe and efficient loading and unloading of cargo from a vehicle.

12.2 Loading Capacity

The stated loading capacity applies when the tray is fully retracted, with cargo evenly distributed across the cargo area. When fully extended, the Cargo Tray has a maximum load capacity of 250kg. Exceeding this capacity or failing to evenly distribute the load may impact the functionality of the Cargo Tray, cause damage, and void the product

warranty. The cargo carrying capacity of each side box is 25kg per side (evenly distributed), which should be considered when loading the tray.

Cargo Tray fully retracted: 400kg (evenly distributed)

Cargo Tray fully extended: 300kg (evenly distributed)

Side Boxes: 25kg per side (evenly distributed)

12.3 Modifications

Modifications to the product should only be made with prior approval from Ezi Reach Australia. Unapproved modifications may void the warranty. The use of non-Ezi Reach accessories may also void the warranty.

12.4 Safe Use Guidelines

12.4.1 Tray operation

To safely operate the Cargo Tray:

1. Stand at the front of the tray and grip the handle.
2. Squeeze the handle with one hand and pull the tray towards yourself.
3. To stop the tray from sliding simply release the handle and the tray will stop in the next locking position.
4. To retract the Cargo Tray back into the vehicle, squeeze the handle and push the tray away from yourself until it locks into place inside the vehicle.

12.4.2 Uneven Ground Operation

If the vehicle is parked on a slope and the Cargo Tray is carrying a heavy load, take extra care when operating the locking handle. If the Tray begins to slide uncontrollably, release the handle, and the tray will lock at the next position.

12.4.3 Safety Tips:

- Keep hands away from moving parts to prevent crushing injuries.
- Never place hands underneath the tray during operation.
- The handle should only be used as recommended to prevent crushing injuries.
- Never secure or disengage the handle in any way that would hinder the locking mechanism.
- Heavy loads should be evenly distributed across the tray floor.
- Only adults should operate the Cargo Tray. Children should be supervised whilst operating the tray.
- The Cargo Tray must only be used for its intended purpose: loading and unloading cargo.
- Always fully retract the Cargo Tray before moving the vehicle. Never drive with the Cargo Tray extended.

- Ensure cargo remains within the designated tray area and does not obstruct the sliding bearings.

12.5 Care and Maintenance

To ensure the longevity and optimal performance of the Cargo Tray, follow these care instructions:

- Keep the tray clean and free from clutter, dust, and debris.
- Lubricate the bearings every 6 months, or as recommended.

12.5.1 Cleaning The Tray:

1. Wash the Tray using mild soap, water, and a non-abrasive sponge or cloth.
2. Rinse thoroughly with a hose to remove soap and debris.
3. Allow the Cargo Tray to fully dry.
4. Once dry, lubricate the bearings with a silicone-based lubricant, such as WD-40.

12.5.2 Operation & Adjustment

Regularly check the locking system for even operation. If it becomes uneven, the locking cable adjusting screws may need adjustment. These screws are located under the tray at the handle end and can be accessed by extending the tray beyond the tailgate.

To Adjust the Locking Cable

There are two Locking Plungers. Each locking plunger has an individual cable and adjustment screw.

1. Loosen the two locking nuts on each cable before making adjustments
2. Adjust the screws
3. Retighten the two locking nuts on each cable

The tray should not rattle when locked in place. If rattling occurs, adjust the locking cables accordingly. If the tray movement feels gritty or stiff, clean the bearings following the cleaning steps above.

13. Definitions

- "Company," "We," "Us," or "Our" refers to Ezi Reach Australia, including its directors, officers, employees, agents, subsidiaries, and affiliates.

- "Customer," "You," or "Your" refers to any individual or entity purchasing or using products or services from Ezi Reach Australia.
- "Buyer" means the company or individual purchasing the goods from the seller.
- "Seller" means the company or individual selling the goods to the buyer.
- "Terms" Terms and Conditions
- "Site" refers to the Ezi Reach Australia website, accessible at www.ezireach.com.au, including all its content, features, and services.
- "Product" refers to any item, including cargo trays and accessories, sold by Ezi Reach Australia.
- "Warranty" refers to the limited warranty provided by Ezi Reach Australia for eligible products, as outlined in the Warranty Policy.
- "Warranty Claim" refers to a request submitted by a customer for repair or replacement of a defective product under the terms of the warranty.
- "Freight Company" refers to any third-party logistics provider responsible for delivering or returning products.
- "Order" refers to a purchase made by a customer through the Site or an authorized reseller.
- **"Business Days"** refers to Monday through Friday, excluding public holidays in Queensland, Australia.