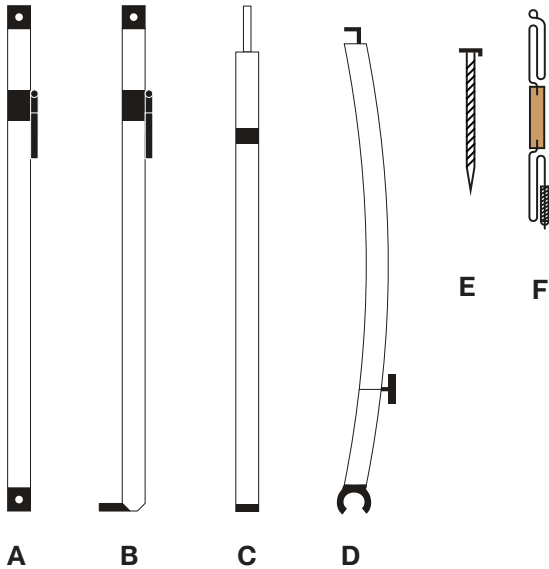


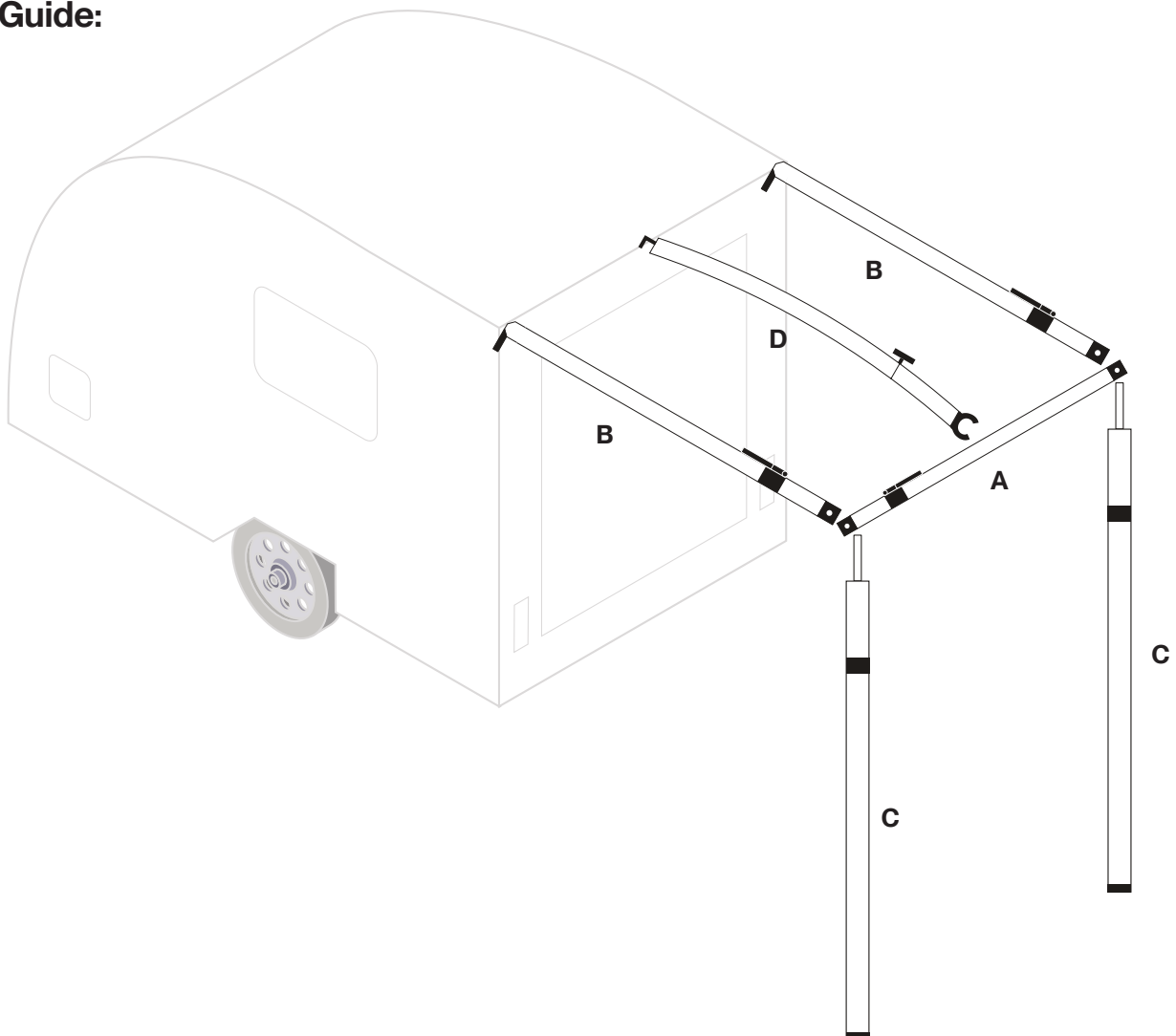
## Kit Inclusions:



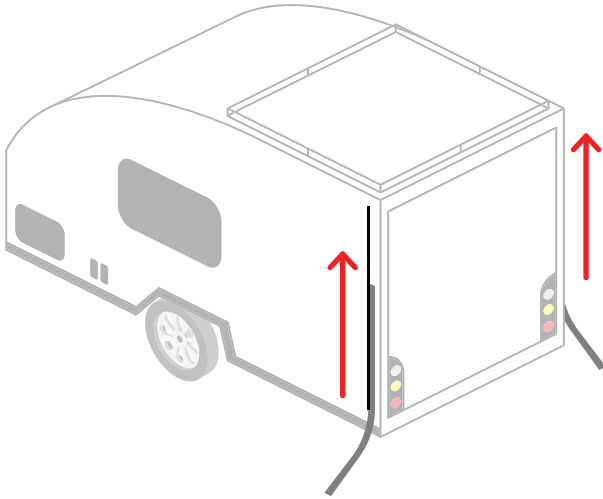
- A:** 1× Spreader Bar
- B:** 2× Spreader Bar Eyelet > Hook
- C:** 2× Twist-lock Pole
- D:** 1× Curved Roof Rafter C-Clip > Hook
- E:** 4× Screw-in Pegs
- F:** 4× Ropes

- 1× Canopy
- 2× Side strips
- 3× Walls
- 1× Floor

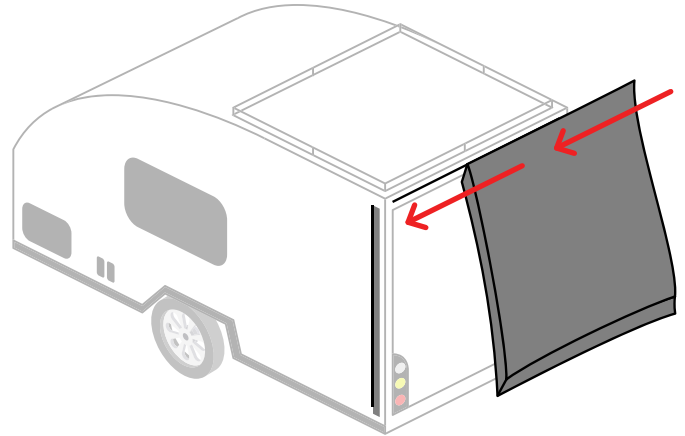
## Pole Guide:



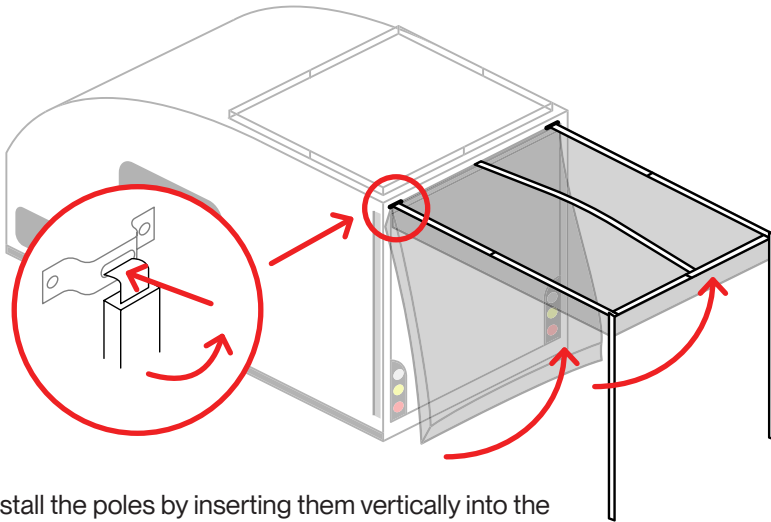
1. Slide the side strips up the sailtrack on each side of the JPod.



2. Slide the canopy into the sailtrack above the tailgate.

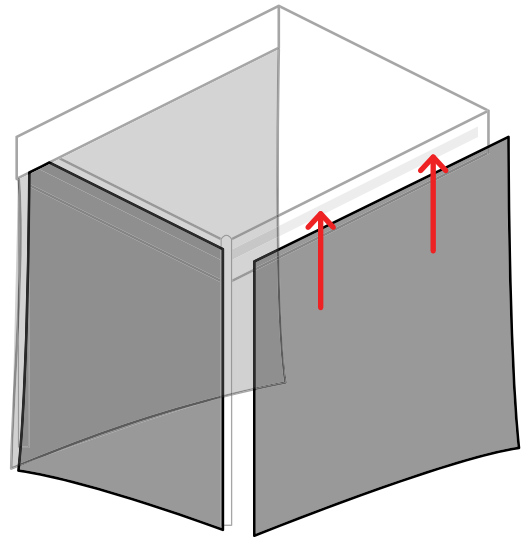


3. Install the 6 poles under the canopy, and raise the canopy up to its final position.

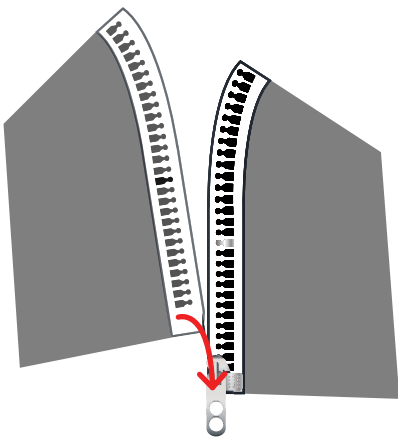


Install the poles by inserting them vertically into the bracket and then raise them horizontally.

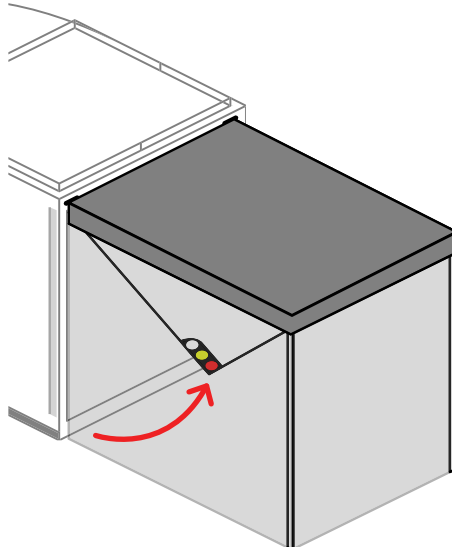
4. Install the walls by attaching them to the velcro inside the canopy.



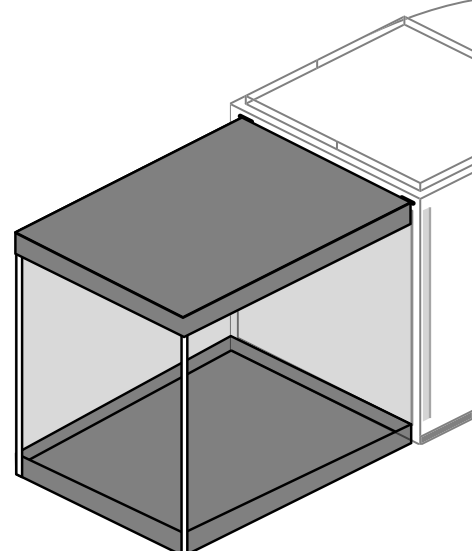
5. Zip the three walls together.



6. Raise the tailgate.



7. Install the floor by attaching it with the velcro inside the walls.



# Terms & Conditions

## 1. Scope

- These terms and conditions (Terms) apply to the ordering, supply delivery and/or installation of Products and the provision of Services by Xtend Outdoors to the Customer.
- In the event that there is any conflict between these Terms and any special condition expressly set out in an Order, the special condition set out in the Order will prevail only to the extent of such inconsistency.

## 2. No other representations

- No brochure, product catalogue, pricelist or other communication, whether published on the Website or forwarded by Xtend Outdoors to the Customer, is intended to form part of these Terms or incorporate any warranty or representations to the Products or Services to be provided to the Customer.
- Xtend Outdoors makes no representations to the Customer that the Products detailed in an Order will be available to the Customer at all times. The Customer acknowledges that all Products will be subject to availability and supplied only pursuant to the terms of an agreed Order.

## 3. Order Acceptance

- By placing an Order on the Website or directly to Xtend Outdoors verbally or through email, the Customer is making an offer to enter into an agreement to purchase the Product(s) and/or Services in that Order. Orders will be deemed received by Xtend Outdoors at the time.
- No Order shall be binding on Xtend Outdoors until accepted by Xtend Outdoors in writing. An individual contract for the supply of Products, on these Terms, is formed on acceptance by Xtend Outdoors of an Order from the Customer.
- Xtend Outdoors reserves the right to accept any Order in whole or in part. Where Xtend Outdoors makes a part delivery of any Order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by Xtend Outdoors unless otherwise agreed in writing by the parties.

## 4. Price and Payment Terms

### Wholesale Credit Account Customers:

- The Customer agrees to pay the purchase price for the Products and/or Services as set out in the Order. Prices are exclusive of GST and the Customer must pay to Xtend Outdoors in addition to the price all GST on the price, which it must pay at the same time the price is payable.
- Unless the Customer has obtained credit approval, the Customer must pay for the Products in full upon acceptance of an Order and receipt of an invoice.
- If the Customer has a credit account with Xtend Outdoors, all Orders made on credit shall be governed by Xtend Outdoors credit terms and conditions in force at the time of the Order placement, as agreed to with the Customer. Where credit has been granted, payment for the Products or Services is to be made on the terms of payment previously advised to the Customer in the credit application or as stated on the invoice.
- Payment of the price must be made in full without set-off or deduction. Xtend Outdoors will investigate any disputed amounts, and if resolved in favour of the Customer, a credit will be issued to the Customer.

### Retail Customers:

- The Customer agrees to pay the purchase price for the Products and/or Services as set out in the Order. Prices displayed on the website or quoted to the customer will be inclusive of GST.
- For "Custom Made Product including Annexes & Awnings"
  - A \$400 deposit is required for all "Annexe" orders at time of order.
  - The \$400 deposit is fully refundable up to which time the "Measure & Track" is completed on the customer's Caravan. Once this task is completed by Xtend Outdoors the \$400 deposit will become forfeited if the customer chooses to cancel their order.
  - The customer may cancel their order up to 10 days prior to the order with only \$400 forfeit as mentioned in "Point 2 (II)". If the customer is within 10 (Ten) days of the installation date of their order, the order may have started in production and will require 100% payment.
  - 10 (Ten) days prior to the installation of the Annexe by Xtend Outdoors the customer must make final payment for the balance of any monies owed in relation to the order. Failure to make payment may delay the shipment and installation of the Annexe.
  - Xtend Outdoors will make reasonable efforts to contact the customer through email and phone at this stage to collect payment.
  - No Annexe or custom product will be dispatched without 100% payment on order.
  - Disputed goods on arrival (not fit for purpose, faulty or incorrect) will be managed under our standard terms and conditions of this agreement. This could mean replacement or refund of the order and will comply with Australian Consumer Law.

- For all standard products outside of "Custom Made Products" payment must be made 100% before goods will be dispatched or given to the customer.

## 5. Title to Products

- Ownership in and title to the Products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Products or otherwise to, Xtend Outdoors.
- Risk in the Products will pass on delivery to the Customer. The Customer may not refuse delivery. The Customer grants to Xtend Outdoors, its agents, and servants, leave and licence to enter at anytime on and into any premises occupied by the Customer to inspect, search for or remove any of the Products where title has not passed to the Products.
- If the Products are sold by the Customer, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of Xtend Outdoors, to hold the proceeds of sale on trust for Xtend Outdoors in, an account in the name of Xtend Outdoors, until payment in full for the Products is made to Xtend Outdoors.

## 6. Delivery and Shipping

- Xtend Outdoors will use all reasonable endeavours to deliver the Products to the destination specified in the Order on or before the delivery date set out in the Order. Delivery of Products is complete upon their arrival at the location specified in the Order.
- Xtend Outdoors reserves the right to charge for delivery of the Products at anytime, as set out in an Order or otherwise as displayed on the Website. Administrative fees may also be imposed for orders under certain dollar values at the discretion of Xtend Outdoors. Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by Xtend Outdoors.
- A handling fee may be charged on all orders.
- At Xtend Outdoors discretion, and in the Customer's best interests, Xtend Outdoors may choose to send small or delicate items by Express Post rather than via a freight company.
- Please refer to: [www.xtendoutdoors.com.au/pages/shipping-returns](http://www.xtendoutdoors.com.au/pages/shipping-returns).

## 7. Customer Specific Stock

- Where Xtend Outdoors has agreed to procure and/or warehouse and/or distribute Products specifically for the Customer, the Customer must, within 30 days of the request, purchase all stock then warehoused and held at the then prevailing supply price. Where the Customer does not do so, Xtend Outdoors may dispose of the affected Products without liability for any loss or damage suffered by the Customer as result.

## 8. Intellectual property

- The Intellectual Property Rights in any of the Products and the Services, and all documentation and specifications of the Products supplied under this Agreement are and shall remain the property of Xtend Outdoors.
- The Customer must do all things that Xtend Outdoors reasonably requires to perfect Xtend Outdoors right, title and interest in and to the Products.
- The Customer shall use reasonable endeavours to prevent any infringement of Xtend Outdoors Intellectual Property Rights in relation to the supply of the Products or the Services and shall promptly report to Xtend Outdoors any such infringement that comes to its attention.
- The Customer indemnifies Xtend Outdoors against all claims, demands, loss, costs, and expenses incurred by or made against Xtend Outdoors, arising out of any actual or alleged infringement of patents, copyright, trademarks, design rights or other intellectual property rights, by any logo, design, copyright, or other material that Xtend Outdoors may use, print, or reproduce at the Customer's request.

## 9. Limitation of liability

- Subject to clause 2, Xtend Outdoors gives no express warranty in relation to Products and Service supplied to the Customer, and the Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of Xtend Outdoors. Certain legislation may imply conditions and warranties in to these Terms. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded.
- If the Australian Consumer Law applies to the supply of Products, Xtend Outdoors acknowledges and agrees that its goods and services also come with a guarantee that cannot be excluded under the Australian Consumer Law, and that the following mandatory notice under section 102 (1) of the Australian Consumer Law that must be provided to the Customer will apply: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
  - to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does

# Terms & Conditions

not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- Except to the extent the law provides that liability is notable to be excluded, Xtend Outdoors shall have no liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any Service supplied by Xtend Outdoors or the failure of Xtend Outdoors to comply with these Terms.

## 10. Returns

- Any Products which are damaged or defective, or which the law provides may otherwise be returned to Xtend Outdoors, or which are not otherwise in accordance with the Customer's Order, may be returned to Xtend Outdoors within 7 days of receipt of the Products, at no cost to the Customer.
- The Customer may otherwise return Products to Xtend Outdoors and obtain a credit:
  - provided that it does so within 7 days of delivery and return authorisation is obtained from Xtend Outdoors;
  - provided that the Products are in their original packaging, unopened, of a current make and model, and otherwise as new and in a saleable condition;
  - at the Customer's own expense, or to the Customer's account; and
  - on the basis that risk in the Products remains with the Customer until the Products are received by Xtend Outdoors, and that a restocking or return fee may be charged.
  - only when the product is not "custom made" and specifically built for the customers' needs and specifications.
- To the extent permitted by law, the Customer is not entitled to return the Products and obtain a credit for Products specifically tailored to the Customer's requirements, unless otherwise agreed between the parties.
- To be eligible for a return, the Product must be in the same condition that the Customer received it, unused, with any tags and in its original packaging. The Customer also need the receipt or proof of purchase.
- To start a return, the Customer can contact Xtend Outdoors at the details below. If the return is accepted, Xtend Outdoors will send the Customer a return shipping label, as well as instructions on how and where to send the package.  
**Items sent back to Xtend Outdoors without first requesting a return will not be accepted.**
- Notwithstanding the provisions of this clause 10, Xtend Outdoors will not accept a returned Product:
  - for hazardous materials, flammable liquids, or gases;
  - or where the Customer has caused the Product to become unmerchantable or failed to take steps to prevent the Product from becoming unmerchantable or the Product has become damaged by abnormal use whilst in the possession of the Customer.
- Xtend Outdoors will not accept returns on sale items or giftcards.
- Xtend Outdoors will notify the Customer once Xtend Outdoors has received and inspected a return. If approved, the Customer will be automatically refunded on the Customer's original payment method.
- Further information on Xtend Outdoors refund policy is set out here: [www.xtendoutdoors.com.au/pages/shipping-returns](http://www.xtendoutdoors.com.au/pages/shipping-returns)

## 11. Indemnity

- The Customer indemnifies, defends and holds harmless Xtend Outdoors, its employees, officers, authorised representatives and agents (Indemnified Parties) against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including reasonable legal costs on a solicitor and own client basis) that the Indemnified Parties may incur or suffer as a direct or indirect result of:
  - the Customer's non-payment of the product price or any additional service fees;
  - any use of the Products which is inconsistent with the documentation and manuals provided;
  - the Customer's negligent acts or omissions; or
  - any claims brought by or on behalf of a third party relating to any act or omission by the Customer.

## 12. Conflicts

- These Terms will apply to the exclusion of all other terms and conditions contained in the Customer's order and the Customer expressly waives any rights under those terms. In the event of any inconsistency, Xtend Outdoors will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these Terms, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. Xtend Outdoors reserves the right to change these Terms at anytime.

## 13. GST

- Xtend Outdoors reserves the right to recover from the Customer all goods and services tax ("GST") payable in respect of the supply of goods and services to the Customer.

## 14. Privacy

- By agreeing to these Terms, the Customer acknowledges the existence of the terms contained in Xtend Outdoors privacy policy: [www.xtendoutdoors.com.au/pages/privacy-policy](http://www.xtendoutdoors.com.au/pages/privacy-policy)
- Any personal information Xtend Outdoors collects about the Customer via the Website will only be used and disclosed by Xtend Outdoors in accordance with its privacy policy.

## 15. Force Majeure

- Xtend Outdoors will not be liable for any loss or damage suffered by the Customer due to any delay or any breach or default under these Terms in circumstances where such delay, breach or default results from causes beyond Xtend Outdoors reasonable control including but not limited to any (a) breach or default under these Terms by the Customer, (b) compliance with any laws, regulations, orders, acts, instructions or priority requests of governments, (c) acts of God, fires, floods, strikes, lockouts, factory shutdown or alterations, embargoes, wars or riots (d) epidemics or pandemics (including COVID-19) and the effects thereof and (e) any delays or shortages in transportation or inability to obtain labour, supply parts, other materials from third party suppliers.

## 16. Jurisdiction

- These terms and conditions are governed by and will be construed in accordance with the laws of Queensland and the parties agree to submit to the jurisdiction of the courts of that state.

## 17. No Waiver

- The failure by Xtend Outdoors to exercise, or any delay in exercising, any right, power, or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.

## 18. Set-off

- All payments required to be made by the Customer under these Terms will be made free of any set-off or counterclaim and without deduction or withholding. Any amount due to Xtend Outdoors from time to time may be deducted from any monies which may be or may become payable to the Customer by Xtend Outdoors.

## 19. Notices

- If any condition in these Terms requires the Customer to give notice in writing, the Customer can send this to Xtend Outdoors by post at: *19 Palmetto St, Chevallum, Queensland Australia 4555* or email at [online@xtendoutdoors.com](mailto:online@xtendoutdoors.com)
- Xtend Outdoors will confirm receipt of this by contacting the Customer in writing, normally by email.

## 20. Definitions

- In these Terms:
  - **Australian Consumer Law** means schedule 2 of the Competition and Consumer Act 2010 (Cth).
  - **Customer** means the Customer named on the Order and includes the Customer's agents and permitted assigns.
  - **Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, whether registered, unregistered or unregistrable, including all copyrights, patents, trademarks, service marks, designs, confidential information, trade secrets, know how, data and databases, systems and domain names.
  - **Price** means the price payable for the Products and/or Services as set out in an Order.
  - **Products** means any products provided by Xtend Outdoors to a Customer as set out in an accepted Order.
  - **Order** means a written quotation or purchase order (including an online order made by a Customer via the Website) which sets out the agreed terms of the supply of Products and/or Services.
  - **Services** means any services provided by Xtend Outdoors to a Customer as set out in an accepted Order.
  - **Website** means Xtend Outdoors' website located at: <https://xtendoutdoors.com.au/> or such other website owned or controlled by Xtend Outdoors.

## Contact

1800 122 422

### Sunshine Coast Showroom & Factory:

19 Palmetto St, Chevallum, Queensland 4555

### Email:

[info@xtendoutdoors.com.au](mailto:info@xtendoutdoors.com.au)