



## TERMS AND CONDITIONS

### 1. PRELIMINARY

In these Terms & Conditions:

- “Agreement” means this Agreement, including the Contract/Order Form, Specifications, and these Terms & Conditions.
- “Build Date” means the date construction of the Motorhome commences.
- “Customer” or “Client” means the person(s), entity, or any person acting on behalf of and with the authority of the Customer requesting RMH to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:
  - (a) if there is more than one Customer, is a reference to each Customer jointly and severally.
  - (b) if the Customer is a partnership, binds each partner jointly and severally.
  - (c) if the Customer acts as trustee, binds the Customer in that capacity; and
  - (d) includes the Customer’s executors, administrators, successors, and permitted assigns.
- “Custom Modifications” means changes requested by the Customer to the standard Motorhome design, identified as such in the Production Order Form.
- “Estimated Delivery Date” means the date the Motorhome is expected to be ready for handover.
- “Hand Over Date” means the date of delivery of the Motorhome to the Customer and the date the Customer pays the balance of the Price.
- “Motorhome” means the motorhome conversion described in the Specifications.
- “Progressive Milestone Invoice” means any invoice issued following the Vehicle Payment stage for specific progressive fit-out works, including but not limited to fibreglass components, cabinetry works, electrical and plumbing subassemblies, appliances, and integrated fabrication labour.

- “RMH” means Retreat RV Pty Ltd (ABN 14 619 813 044) trading as Revolution Motorhomes.
- “Price” means the total price specified in the Contract/Order Form.
- “Specifications” means the design, layout, inclusions, and detailed description of the chassis-to-motorhome conversion.
- “Termination Charge” means:
  - (a) if termination occurs more than 12 weeks before the Build Date – \$10,000 or as specified;
  - (b) if termination occurs within 12 weeks before the Build Date – the Build Position Deposit;
  - (c) if termination occurs after the Build Date – 20% of the Price or as specified.
- “Vehicle Chassis” means the vehicle provided by the Customer or RMH, including engine, drivetrain, suspension, and tyres.
- “Vehicle Payment Stage Invoice” means the initial milestone invoice issued to the Client for the procurement and transfer of the underlying Vehicle Chassis.
- “Warranty” or “Build Warranty” means the warranty provided by RMH for defects in workmanship and RMH-manufactured materials, subject to this Agreement and the Australian Consumer Law.
- “Warranty Period” means, from the Hand Over Delivery Date:
  - (a) RMH-manufactured Motorhome components – five (5) years;
  - (b) Vehicle chassis – as per chassis manufacturer warranty;
  - (c) Appliances – as per respective manufacturer warranties;
  - (d) Customer-supplied items – excluded.

## **2. PRICE AND PAYMENT**

- 2.1 The Price is fixed except where varied due to:
- (a) Customer-requested variations approved by RMH;
  - (b) increases in taxes, tariffs, or statutory compliance costs;
  - (c) significant increases (12.5%+) in imported material costs due to currency fluctuations beyond RMH’s control;
  - (d) increases in freight costs outside RMH’s control.
- 2.2 The Customer must pay in accordance with the staged payment schedule set out in the Contract/Order Form. Tax invoices will be issued.
- 2.3 Approved variations will be invoiced separately and must be paid as specified.
- 2.4 Payments must be made via cleared funds for both the Vehicle Payment Stage Invoice and all subsequent Progressive Milestone Invoices before work on the corresponding stage will proceed.

## **3. DELIVERY**

- 3.1 RMH will act reasonably and use best commercial endeavours to meet the Estimated Delivery Date but does not guarantee delivery by that date.
- 3.2 RMH will give at least seven (7) days’ notice of the Hand Over Date.
- 3.3 Handover occurs at RMH’s Sunshine Coast facility. At handover:
- (a) the Customer may inspect the Motorhome;

- (b) RMH will provide operational training;
  - (c) the Customer must pay the balance owing;
  - (d) possession transfers to the Customer.
- 3.4 Retention of Possession & Liens: Notwithstanding the progressive transfer of legal title outlined in Section 9, RMH retains full possessory rights, a builder's lien, and physical custody of the vehicle and all integrated components at its workshop facility until all payments under this contract have been paid in full and cleared.

#### **4. SHAKEDOWN PERIOD**

- 4.1 Due to the complexity of motorhome construction, some issues may only appear after use.
- 4.2 The Customer must undertake a shakedown trip within one (1) month, preferably exceeding 1,000km and two weeks.
- 4.3 Following the shakedown, the Motorhome must be returned to RMH for rectification of identified issues with RMH workmanship under warranty. All other issues must be supplied by way of email with photos (if applicable) of faults for RMH to aid in Warranty claims.
- 4.4 The motorhome's return for rectification does not include time for additional upgrades. All upgrades must be booked in with the Office to fit in with the Build production schedule.

#### **5. VARIATIONS**

- 5.1 Variations may be requested up to ten (10) weeks prior to the Build Date. RMH is not obliged to accept variations.
- 5.2 RMH may substitute components where suppliers are unavailable, provided substitutions are of equivalent or improved quality.
- 5.3 Approved variations will adjust the price and delivery timelines accordingly.
- 5.4 Customer-supplied items must meet RMH specifications. Additional costs caused by non-compliance are payable by the Customer. RMH does not warrant: suitability, compatibility, or performance of customer-supplied products.
- 5.5 Variations will incur administration, re-engineering, and labour costs at \$160/hr.
- 5.6 Design Freeze Upon the earlier of:
  - (a) ten (10) weeks prior to the Build Date; or
  - (b) written approval by the Customer of the final floorplan, specifications and production drawings, the design shall be deemed frozen.Following the Design Freeze, RMH shall have no obligation to accept any further variations. If RMH agrees to a variation after the Design Freeze, RMH may:
  - revise the Contract Price;
  - charge additional design, engineering and administration fees;
  - extend the Estimated Delivery Date;
  - require payment of the variation before work proceeds; and
  - reject any variation that, in RMH's reasonable opinion, would materially affect safety, compliance, engineering integrity or production scheduling.

## **6. CUSTOM MODIFICATIONS**

- 6.1 RMH designs are complex systems, and Custom Modifications may affect performance, safety, compliance, or durability.
- 6.2 The Customer acknowledges Custom Modifications:
  - (a) may not achieve the intended purpose;
  - (b) may impact ADR, VSB6, or regulatory compliance.
- 6.3 The Customer accepts these risks to the extent permitted by law.

## **7. INTELLECTUAL PROPERTY**

- 7.1 All Intellectual Property in designs, layouts, innovations, and manuals remains the property of RMH.
- 7.2 Designs and drawings may not be copied, reproduced, or used without written consent.
- 7.3 The Customer indemnifies RMH against claims arising from Customer-provided designs.
- 7.4 RMH may use images and materials for marketing and competition purposes at no cost.
- 7.5 The Customer acknowledges that certain Intellectual Property, confidential information, trade secrets, proprietary know-how, manufacturing methods, engineering systems, drawings, designs, software, manuals and technical information disclosed by RMH are protected by copyright, patent, design, confidential information and other Intellectual Property rights owned by RMH and/or its licensors.
- 7.6 The Customer must not, without the prior written consent of RMH, directly or indirectly disclose, copy, reproduce, distribute, publish, reverse engineer, provide access to, or otherwise make available any such Intellectual Property or confidential information to any third party.
- 7.7 The Customer acknowledges that any unauthorised disclosure or use of the Intellectual Property or confidential information may cause substantial and irreparable loss to both RMH and the owner of the Intellectual Property. The Customer agrees that both RMH, as exclusive licensee, and the Intellectual Property owner are each entitled to independently enforce their respective rights and to seek all available remedies, including injunctions, damages, an account of profits, legal costs on an indemnity basis where permitted by law, and any other relief available at law or in equity.
- 7.8 The Customer indemnifies and must keep indemnified RMH and the Intellectual Property owner against all loss, damage, liability, costs and expenses arising from or in connection with any breach of this clause by the Customer or any person to whom the Customer has disclosed the Intellectual Property or confidential information.
- 7.9 All confidential information remains confidential indefinitely.

## **8. WARRANTY & AUSTRALIAN CONSUMER LAW**

- 8.1 Australian Consumer Law: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. This Warranty is in addition to your ACL rights.
- 8.2 Build Warranty: RMH warrants that its workmanship and RMH-manufactured components will be free from defects during the Warranty Period.

- 8.3 Conditions: Warranty applies provided the Motorhome:
- (a) is used on gazetted roads (sealed, dirt, gravel) per vehicle manufacturer guidelines;
  - (b) is used reasonably and maintained appropriately;
  - (c) defects are reported promptly with reasonable evidence;
  - (d) is not modified without approval.
- 8.4 Repairs: Due to the nature of RMH innovations, repairs must be carried out by RMH or an approved repairer who has been authorised and/or trained by RMH to carry out such works.
- 8.5 Exclusions: To the extent permitted by law, the warranty excludes damage from:
- (a) Fair wear and tear.
  - (b) Commercial/rental use without RMH approval.
  - (c) Off-road misuse.
  - (d) Accidents, impacts, water crossings.
  - (e) Overloading or misuse.
  - (f) Unauthorised modifications.
  - (g) Third-party appliances or chassis components.
- 8.6 Repair Location: Except where the Australian Consumer Law requires otherwise, transport costs to and from RMH or an authorised repairer are the responsibility of the Customer
- 8.7 Transfer: Warranty transfers to subsequent owners if RMH is notified within 30 days of sale.
- 8.8 Third-Party Warranties: RMH is not an authorised warranty agent for chassis or appliances, but may assist with claims.
- 8.9 Limitation of Liability: To the extent permitted by law, RMH is not liable for indirect or consequential loss. This does not limit ACL rights.

## **9. TITLE AND RISK**

- 9.1 Chassis Title Transfer: Absolute legal title and ownership of the underlying Vehicle Chassis shall transfer directly from RMH to the Client immediately upon receipt of cleared funds for the 'Vehicle Payment' stage invoice.
- 9.2 Progressive Fit-Out Title: Following the transfer of the chassis title, legal title and ownership of all custom conversion works—including fibreglass components, cabinetry works, electrical and plumbing subassemblies, appliances, and integrated fabrication labour—shall pass directly to the Client step-by-step upon receipt of cleared funds for each respective progressive milestone invoice.
- 9.3 The Principle of Accession: The parties agree that upon payment of each build stage, all allocated materials, fabricated parts, and assemblies become legally affixed to, and part of, the Client's vehicle asset on the workshop floor.
- 9.4 Insurance & Risk:
- (a) Chassis: If purchased by the Customer, risk remains with the Customer during conversion. If the chassis is procured via RMH, physical damage and storage risks within the factory are managed by RMH, but risk transfers completely to the Customer at handover.
  - (b) Motorhome: Risk transfers to the Customer at handover.

## **10. CANCELLATION, DEFAULT AND TERMINATION**

10.1 Customer Cancellation. The Customer may request cancellation of this Agreement at any time by providing written notice to RMH. A cancellation shall not become effective until acknowledged in writing by RMH.

10.2 Bespoke Nature of the Motorhome. The Customer acknowledges and agrees that each Revolution Motorhome is individually designed, engineered and manufactured to the Customer's specific requirements and is not a standard production vehicle.

The Customer further acknowledges that following commencement of production, the Motorhome may incorporate customer-specific engineering, structural modifications, accessibility equipment, cabinetry, plumbing, electrical systems, furniture, finishes, layouts and other bespoke features which may substantially reduce or eliminate the Motorhome's immediate resale value.

The Customer acknowledges that, upon cancellation of this Agreement after production has commenced, RMH may be required to redesign, dismantle, remove, reconstruct or replace customer-specific components in order to convert the Motorhome into a commercially saleable product.

10.3 Recoverable Costs. Where this Agreement is cancelled after the Build Date, RMH shall be entitled to recover all reasonable costs and expenses actually incurred up to the date of cancellation, including but not limited to:

- (a) design, engineering and drafting costs;
- (b) project management and administration;
- (c) labour and manufacturing costs;
- (d) fibreglass, composite and fabrication works;
- (e) cabinetry and joinery;
- (f) plumbing and electrical works;
- (g) appliances, accessories and materials purchased or ordered specifically for the Customer;
- (h) imported goods, freight and supplier cancellation charges;
- (i) compliance, certification and testing costs;
- (j) storage and insurance costs;
- (k) legal and debt recovery costs reasonably incurred;
- (l) marketing and resale costs;
- (m) the reasonable costs of dismantling, redesigning, reconstructing, refurbishing or reconfiguring the Motorhome into a commercially saleable configuration; and
- (n) any other reasonable costs directly resulting from the Customer's cancellation.

10.4 Reconfiguration Following Cancellation. Where RMH reasonably determines that the Motorhome cannot be sold in its existing customised configuration, RMH may redesign, re-engineer, dismantle, reconstruct, replace, remove or modify any customer-specific design, engineering, structural works, cabinetry, accessibility equipment, plumbing, electrical systems, fixtures, fittings, finishes or layouts necessary to convert the Motorhome into a commercially saleable product.

All reasonable costs associated with such work shall form part of RMH's Recoverable Costs.

10.5 Refund of Remaining Monies. Following cancellation or termination of this Agreement by the Customer, RMH shall prepare a reconciliation setting out:

- (a) all monies received from the Customer;
- (b) RMH's Recoverable Costs under Clause 10.3;

- (c) the estimated costs of any redesign, dismantling, reconstruction, reconfiguration, completion, refurbishment, marketing and resale of the Motorhome; and
- (d) any estimated balance that may become payable to the Customer.

The Customer acknowledges that, due to the bespoke nature of the Motorhome, the final Recoverable Costs and any amount payable to the Customer cannot reasonably be determined until:

- (i) the Motorhome has been reconfigured into a commercially saleable configuration (where required); and
- (ii) the Motorhome has been sold to a replacement purchaser.

Accordingly, any balance remaining after deduction of RMH's Recoverable Costs shall become payable within seven (7) days after settlement of the resale of the Motorhome. RMH shall use reasonable commercial endeavours to complete any necessary redesign, reconfiguration or refurbishment works and to market and sell the Motorhome as soon as reasonably practicable.

Where the Motorhome has not been sold within twelve (12) months of the date of cancellation, RMH shall provide the Customer with an updated reconciliation and the parties shall meet and negotiate in good faith regarding the outstanding balance, taking into account the market value of the Motorhome, the work undertaken and the reasonable costs incurred by RMH.

10.6 RMH Default. If the Customer fails to make any payment required under this Agreement within seven (7) days after written notice from RMH, RMH may, without prejudice to any other rights available at law:

- (a) suspend all work;
- (b) retain possession of the Motorhome;
- (c) exercise any lien or other security interest available at law;
- (d) recover interest in accordance with this Agreement;
- (e) terminate this Agreement; and
- (f) recover all losses suffered as a consequence of the Customer's default.

10.7 Mutual Termination. Nothing in this Agreement prevents the parties from entering into a written Deed of Mutual Termination or Settlement Agreement varying the operation of this Clause.

10.8 Nothing in this Agreement excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.

10.9 All confidential information remains confidential indefinitely.

## **11. GOVERNING LAW**

This Agreement is governed by Queensland law. Proceedings must be commenced in Queensland courts.



## **Revolution Motorhomes 5-year Build Warranty**

Revolution Motorhomes Build Warranty covers all workmanship and materials.

Revolution Motorhomes' Build Warranty includes the vehicle being driven on any gazetted road including dirt/gravel roads as per vehicle manufacturer's guidelines.

This warranty period commences upon completion of the converted vehicle's delivery date as listed in Item 4 of Revolution Motorhomes' Terms and Conditions.

All warranty and repairs must be undertaken as per the Terms and Conditions of this Agreement. Unless the owner has prior written consent from Revolution Motorhomes, under the Warranty, Revolution Motorhomes will not reimburse the owner for any repairs undertaken by an unauthorised repairer.

Unlike a house that is stationary, the motorhome is a vehicle that constantly torsion and beams/flexes and twists - causing natural wear and tear. RMH advise that the Owner perform annual maintenance checks - screws of cabinetry/sealant around windows-fan hatches-air conditioners-hatch doors-exterior fittings etc to prevent damage to their vehicle.

The Warranty will not apply in certain circumstances –

- Used for commercial (unless by prior arrangement with Revolution Motorhomes) or rental purposes
- Driving the vehicle in off-road conditions beyond the designed or intended use of the vehicle.
- General wear and tear
- Any defects from an accident, impact, fire or illegal use or malicious or accidental damage (including damage by a third party).
- Damage, defects or failures caused by after-market alterations, modifications or installations not performed by Revolution Motorhomes. This includes dismantling & reassembling of any Revolution Motorhomes' installations, innovations, patented or patent-pending technology.
- Overloading or misuse of the motorhome.

\*Water damage due to; open windows, roof vents, doors, entrance into flooded areas or water crossings at or above the vehicle's front axle

## **Appliance Warranty**

The customer must register their respective Manufacturer's appliances for warranty. Their respective Manufacturer's Warranty covers all appliances purchased and installed by RMH. RMH will help facilitate the owner with making the warranty claim.

Any appliances provided by the Customer are deemed to be the responsibility of the Customer and all Warranty claims are to be treated as such.

**Revolution Motorhomes' innovative designs & layouts are protected by Patents Trade Secrets, Registered Designs, Trademarks and Copyright.**

**WARNING - Mirroring or copying any part or all of these Layouts is/are not an innovative step and remains Revolution Motorhomes' Intellectual Property**