



Terms and Conditions of Sale

These Terms and Conditions apply to all sales of goods by Miko Portabuilds (referred to as “we”, “us”, or “**Seller**”) to the customer (referred to as “you”, “**Buyer**”). By placing an order or paying a deposit, you confirm that you have read, understood, and agree to these Terms and Conditions.

1. Scope

1.1. Scope

These Terms and Conditions of Sale apply only to the sale of portable building units and related products. They do not apply to any hire, lease, or rental arrangements.

1.2. Standard Products

Pre-designed portable building units from our catalogue (e.g. standard toilets, showers, container homes, etc.) with no or only minor custom modifications.

1.3. Custom Orders

Any order where the product is made-to-order or significantly modified to your specifications (including bespoke designs or alterations to standard products). Custom Orders are identified as such on your invoice or order confirmation.

1.4. Goods/Products

The portable building units and any associated accessories or components sold to you under your order (“**Goods**”).

1.5. Services

Any services we agree to provide in connection with a sale (e.g. delivery or on-site installation assistance).

1.6. Consumer Law

Refers to the Australian Consumer Law (ACL) as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). These Terms are intended to comply with and be interpreted in accordance with the ACL and other applicable Australian laws.

2. Orders and Acceptance

2.1. Quotations

- 2.2.** Any written quote we provide (including price and estimated lead time) is valid for the period stated on the quote. If no period is stated, quotes are valid for 30 days from the quote date. We reserve the right to revise or withdraw a quote after its validity period or if our costs change. All quotes and prices are in Australian Dollars and inclusive/exclusive of GST as specified (our list prices are typically plus GST).

2.3. Placing Orders

To place an order, you must provide all information we request (product selection, any custom specifications, delivery address, etc.) and pay the required deposit (see Section 3 below). We may issue an order confirmation or invoice detailing the Goods, prices, any delivery charges, deposit, and balance payment terms. Please review this document carefully – by paying your deposit or otherwise confirming the order, you indicate your acceptance of the order details and these Terms.

2.4. Acceptance of Orders

An order is considered accepted by us once we receive your deposit and confirm acceptance in writing (e.g. via email or invoice). We reserve the right to refuse any order prior to acceptance (for example, due to inability to supply or concerns about payment). If we do not accept an order, we will refund any deposit you have paid.

2.5. Production Scheduling

For Custom Orders or made-to-order items, we will allocate your order into our production schedule only after the required deposit is received. Lead times quoted start from the date of our acceptance of your order and deposit.

3. Pricing, Deposit and Payment Terms

3.1. Pricing

All prices for Goods are as per our current price list or your official quote/invoice. Unless stated otherwise, prices exclude GST and other taxes; applicable GST will be added to the price. Prices generally do not include delivery or installation charges unless explicitly stated. We strive for price accuracy, but if an error is discovered in a price or calculation, we will inform you as soon as possible and give you the option to reconfirm the order with the correct pricing or cancel for a refund.

3.2. Deposit

A deposit payment is required to secure your order. The deposit amount and due date will be specified on your invoice (typically a percentage of the total price, e.g. 30%-50%, depending on the order). Your order is not binding on us until the deposit is paid. By paying the deposit, you acknowledge that you have agreed to these Terms and all details of the order. Deposits are generally non-refundable except as described in Section 10 (Cancellations) or required by law.

3.3. Payment of Balance

You must pay the remaining balance of the purchase price, plus any additional charges (delivery, installation, etc.), by the due dates specified. In most cases for standard orders, full payment of the balance is required before dispatch or delivery of the Goods.

We will notify you when your Goods are ready and issue a final invoice for the balance due. The final payment is typically due prior to delivery or pick-up (we may require clearance of funds before releasing goods). For Custom Orders or high-value orders, a progress payment schedule may apply – for example, a second payment when manufacturing is complete, and a final payment before shipping to you. Any such schedule will be outlined on your invoice or contract.

3.4. Payment Methods

Payments can be made by electronic funds transfer (EFT), credit card (if offered), or other methods as agreed. Any payment processing fees will be disclosed if applicable. All payments must be made in cleared funds without any set-off or deduction.

3.5. Late Payments

- 3.6.** If you fail to pay any amount by the due date, we reserve the right to suspend work or delivery until payment is received. Overdue amounts may incur interest at the rate of the Reserve Bank of Australia cash rate plus 2% per annum, calculated daily from the due date until paid. If you substantially delay or default on payment, it will be considered a breach of contract – we may terminate the order and you may forfeit any money already paid (see Section 10). We shall have no obligation to deliver Goods until full payment has been received, and title to the Goods does not pass to you until such payment (see Section 6).

3.7. Taxes

GST (Goods and Services Tax) at the applicable rate will be added to all taxable supplies. Our invoices will be GST-compliant. You are responsible for any other taxes, duties or government charges applicable to the sale or delivery of the Goods (if any).

4. Lead Times and Delivery Scheduling

4.1. Lead Times

Any production or delivery lead time we provide is an estimate only for your convenience. While we make every effort to meet estimated dates, actual delivery dates may vary due to factory scheduling, supply chain delays, or other unforeseen factors. We will keep you updated of any material changes to the timeline. Time is not of the essence in our agreement, meaning that a delay in delivery – provided it is within a reasonable tolerance – will not by itself entitle you to cancel the order or claim compensation. In the case of extended delays, we will work with you in good faith to resolve any issues.

4.2. Unforeseen Delays

You acknowledge that delays can occur due to circumstances beyond our control (examples include but are not limited to raw material shortages, transport or shipping delays, industrial action, natural disasters, or government restrictions). We are not liable for any loss or damage caused by such delays. In an extreme case of delay due to a Force Majeure event (an event beyond our reasonable control), we reserve the right to extend the delivery date or cancel the order without liability, in which case any deposit or payments you've made for undelivered items would be refunded.

4.3. Scheduling Delivery

Once your Goods are ready and any required payments have been received, we will schedule delivery with you. We will give you an estimated delivery week or date. If

delivery is to a location outside our local area or involves third-party freight, transit times may add to the lead time. We aim to deliver within any timeframe agreed, but we do not guarantee an exact delivery date. However, if delivery is delayed significantly beyond any date we initially estimated (e.g. more than 60 days past the original estimate) due solely to our fault, you may have rights to remedies under consumer law or as otherwise agreed. We will endeavour to mitigate delays and inform you promptly of any expected longer delays.

5. Delivery of Goods

5.1. Delivery Service

We can arrange delivery of the Goods to your specified site for an additional cost, which will either be quoted upfront or billed at cost. Delivery charges vary based on distance, size/weight of the unit, and any special equipment needed (such as crane hire). Alternatively, you may arrange to collect the Goods from our facility by prior arrangement (in which case Section 5.4 below applies to transfer of risk at pick-up).

5.2. Delivery Conditions

It is your responsibility to ensure that the delivery location is ready and accessible on the agreed date.

5.3. Access requirements

The site must have sufficient clearance and a stable route for a large truck (and trailer, if applicable) to access and unload the unit. This includes adequate roadway/driveway width, height clearance (no low power lines or overhanging trees), and a relatively level area to place the unit. If you have any doubt about site access, please discuss with us in advance. We may request that you provide measurements or photos, or we may do a site check if feasible (additional fees may apply for site inspections).

5.4. Equipment for Unloading

Our portable units are heavy (often several hundred kilograms or more). If a crane truck is required to unload or position the unit (e.g. for larger buildings or difficult sites), you must inform us when ordering (our Contact form asks if you require a crane truck). We can arrange a crane-equipped delivery vehicle or separate crane hire at your cost, or you can arrange appropriate lifting equipment yourself. If you have your own forklift or other lifting facilities on site that can handle the weight safely, let us know. By default, our delivery service does not include specialised lifting equipment unless specified.

5.5. Site Preparation

Prior to delivery, you must prepare the site where the unit will be placed. This includes obtaining any required council approvals or permits for placing the structure, preparing a firm and level foundation or base as recommended (e.g. compacted ground, concrete pads, footings or piers), and ensuring the area is clear of obstacles. We can provide generic footing or support recommendations for our units upon request, but it is your responsibility to have the site ready. If the site is not properly prepared or accessible when the delivery arrives, we reserve the right to either place the unit at the nearest safe accessible location or abort the delivery. Additional costs may apply for any waiting time, extra handling, return of the unit to our depot, or a second delivery attempt.

5.6. Risk of Loss

Risk in the Goods passes to you upon delivery to your site (i.e. when the unit is unloaded from our truck and placed on the ground at the delivery location), except as follows. If you are arranging your own pick-up or transport, risk passes to you once the Goods are loaded onto your (or your carrier's) vehicle at our premises. After risk has passed, you are responsible for any loss or damage to the Goods. You should consider obtaining insurance coverage for the unit from that point if the value is significant. We will take reasonable care during transit and unloading; we insure the Goods during transit until delivery for our own risk. If any damage or loss occurs to the Goods before risk passes to you, we will arrange for repair or replacement at our cost (unless such loss is caused or contributed to by your actions or instructions).

5.7. Payment Security and Retention of Title

Title (ownership) in the Goods will not pass to the Buyer until full payment of all amounts due has been received in cleared funds. This includes the purchase price, delivery charges, crane hire, installation fees (if any), and any other additional costs or amounts payable under these Terms.

Until title passes:

- 5.7.1.** The Goods remain the property of Miko Portabuilds, and the Buyer holds them as a bailee and must keep them safe and secure.
- 5.7.2.** The Buyer must not sell, transfer, encumber, or modify the Goods without Miko Portabuilds' prior written consent.
- 5.7.3.** If the Buyer fails to make payment when due, Miko Portabuilds may retake possession of the Goods, without prejudice to any other rights or remedies available.
- 5.7.4.** Risk in the Goods still passes to the Buyer upon delivery.

5.8. Delivery Acceptance

Someone must be present to accept and sign for the delivery, unless otherwise arranged. You (or your authorised representative) should inspect the Goods upon delivery as described in Section 7 (Inspection and Acceptance). If no one is present, or you have authorised an unattended delivery, we will use our best judgment on placing the unit, but you assume all responsibility for the unit after delivery. We strongly recommend you or your agent is present to direct placement and verify condition.

5.9. Limitation – Site Damage

We will endeavour to deliver the unit safely and without damage to your property. However, you acknowledge that moving a large truck and heavy unit onto your property carries some risk. We are not responsible for damage to lawns, driveways, or other property caused by normal delivery operations, except to the extent caused by our gross negligence. Please inform us of any underground services (pipes, septic, cables) or fragile surfaces beforehand. You agree to hold us harmless for any damage or costs arising from delivering the Goods onto your site at your request, such as cracked paving or disturbed soil, unless we have acted negligently.

5.10. Delivery Failures

If we are unable to complete delivery due to inadequate site access/preparation, wrong address provided, or other issue on your end, we will contact you to attempt re-delivery at a later date. You may be responsible for additional freight or storage charges in this

event. If we cannot deliver the product within a reasonable time due to unresolved access issues, it may be deemed a cancellation by you (see Section 10) at our discretion.

6. Installation and Services Connection

6.1. Standard Deliveries (No Installation Contract)

In a standard sale, our obligation is to supply the portable unit itself. Installation is not included unless specifically agreed. Placement of the unit on your site at delivery time (setting it on your prepared base) is done as a courtesy and is limited to positioning the unit. We do not perform foundation works, anchoring (tie-downs), or site works as part of a standard sale. If you require the unit to be secured (bolted or tied down) to the ground, you must arrange this separately (we can provide guidance or refer you to a contractor). We highly recommend securing the building, especially in high-wind areas.

6.2. Electrical and Plumbing

Unless expressly stated, our sale does not include connection of utilities. For example, if the unit includes electrical wiring and outlets, it will come pre-wired internally, but it is your responsibility to engage a licensed electrician to connect power to the unit on site. Similarly, if the unit is a bathroom or toilet, it may include internal plumbing fittings, but you must arrange for a licensed plumber to connect water supply and waste to existing services. We are not responsible for any plumbing, electrical, gas, or other service connections beyond the internal wiring/plumbing that is part of the manufactured unit. Using qualified trades for installation of services is a requirement for safety and compliance; any damage to the unit caused by improper connection by you or an unqualified person will not be covered by warranty.

6.3. Customer's Contractors

If you hire third-party contractors (electricians, plumbers, builders, crane operators, etc.) to assist with installing or moving the unit, they are solely your responsibility. We are not liable for any acts or omissions of third-party contractors you engage, even if we referred them to you as a courtesy. Any agreements or insurance for such work should be arranged between you and the contractor.

6.4. Compliance and Approvals

You are responsible for ensuring that the installation and use of the Goods comply with all applicable laws, regulations, and local council requirements. This includes (but is not limited to) obtaining any permits or approvals for siting the portable building on your property, compliance with building codes or plumbing/electrical codes for connections, and any required inspections. We do not warrant or represent that the Goods will in all cases meet specific local requirements for occupancy or use – for example, some councils may require development approval or consider the unit a “dwelling” or “structure” that needs permission. Please check with your local authorities about any such requirements before purchase, as we cannot be responsible for securing these approvals. We will provide any available product specifications or engineering information you may need for permit applications. However, any cost or risk of non-compliance is borne by you as the owner/operator of the unit.

6.5. Testing and Certification

If you require any specific certifications (engineering, wind rating, electrical certification etc.), this must be discussed and agreed in the contract. Standard units come with our internal quality checks, but not necessarily third-party engineering certificates unless

mandated or purchased. Any on-site testing, inspections, or certifications required are at your cost unless otherwise agreed.

7. Inspection and Acceptance of Goods

7.1. Inspection on Delivery

You (or your representative) should inspect the Goods immediately upon delivery or collection. Please check for any visible damage, defects, or shortages (e.g. missing parts or accessories). Any issues must be reported to us in writing within 5 days of delivery (or pick-up) for us to address them. In the case of damage in transit or a significant defect, note the details on the delivery docket if possible and notify us as soon as practicable. We may ask for photos to assess the condition. If you do not notify us of any problem within a reasonable time (5 days for obvious issues), the Goods will be deemed to be accepted in good condition and in accordance with your order.

7.2. Acceptance Tests

If we have agreed to any specific tests or commissioning on site (this is not typical for standard sales), such tests will be conducted promptly after delivery. Otherwise, your acceptance of the Goods is based on the initial inspection as above. Minor cosmetic imperfections (e.g. small scratches, minor dents or paint blemishes) that do not affect structural integrity or functionality of the unit are not considered defects for the purpose of rejection, especially if they are within industry standards or were disclosed (our products may exhibit minor cosmetic imperfections as a normal condition of manufacturing or transport). We will, however, address any material defects or damage as required by law or warranty.

7.3. Rejection of Goods

If you believe the Goods delivered are not in conformity with your contract (wrong model, major damage, etc.), you must promptly notify us and you have the right to reject them. We will work with you to either repair or replace defective Goods or to arrange a return if justified. However, if you retain the Goods without notifying any issues within the acceptance period, or if you make use of the Goods, this will count as acceptance, and thereafter any remedies will be handled as a warranty claim (for defects) or under consumer guarantees, not as an outright rejection.

7.4. Installation/Assembly

Some of our products may be delivered in a partially assembled state for transport efficiency. You may be required to perform or arrange some assembly (for example, attaching pre-fabricated modules, installing stairs/ramps, etc.). We will provide instructions or guidance for any required assembly. Your acceptance of the Goods includes acknowledgment that minor assembly may be required to achieve the final intended form of the product. If you have any questions during assembly, please contact us for support. Assembly must be done according to our guidelines; improper assembly can affect your warranty (see Section 8).

8. Warranty and Australian Consumer Law

8.1. Statutory Consumer Guarantees

Our Goods 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. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable

quality and the failure does not amount to a major failure. This clause is mandated by Australian Consumer Law and is included in these terms to ensure you are aware of your rights. Nothing in these Terms limits or excludes the consumer guarantees and other rights you have under law.

8.2. General Warranty

We warrant that all parts of the Goods supplied by us will be free from defects in materials and workmanship for a period of 90 days from the date of delivery. If a defect arises in that time under normal use and service, we will, at our option, repair the defect, replace the defective part/unit, or provide an appropriate remedy in line with ACL requirements.

8.3. Post-Warranty Liability

Except as required under the Australian Consumer Law, Miko Portabuilds will not be liable for any defects, maintenance, or issues with the Goods after the expiry of the 90-day warranty period. All ongoing maintenance or repairs will be the responsibility of the Buyer.

8.4. Third-Party Components

Any ancillary equipment or components not manufactured by Miko Portabuilds (for example: appliances, hot water systems, air conditioners, pumps, etc., if provided with the unit) are covered by the original manufacturer's warranty of those items, if any. We will pass on the benefit of any such warranties to you to the extent permissible, but we do not provide an independent warranty on those third-party items. For instance, if an electrical fitting or plumbing fixture is supplied as part of the unit, and it fails, we will assist you in making a warranty claim against the manufacturer/supplier of that part.

8.5. Warranty Conditions

Our warranties are subject to the following conditions:

8.5.1. Proper Use and Maintenance

You must use, maintain, and (if applicable) assemble the Goods according to our instructions and intended purpose. The warranty covers defects arising from normal use; it does not cover damage or problems caused by misuse, abuse, neglect, or improper maintenance. For example, damage caused by using the unit for an unintended purpose or exceeding load specifications, or failing to keep the unit reasonably protected from harsh environmental factors, would not be covered.

8.5.2. Location and Relocation

The warranty is valid for Goods located at the original delivery site (or other agreed installation site). Moving the unit to a new location must be done carefully. Damage caused by improperly relocating the unit (e.g. without using appropriate transport methods) is not covered. We recommend using professional movers for any relocation.

8.5.3. Exclusions (Acts of God, etc.)

Our warranty does not cover damage due to external events outside our control ("Acts of God" or force majeure) such as fire, flood, cyclone, extreme storms, hail, or other natural disasters. It also does not cover damage caused by vandalism, accidents (e.g. vehicle impact), or other external forces. Similarly, cosmetic wear

and tear or minor corrosion over time (e.g. paint fading, surface rust spots) may not be covered unless it reflects a manufacturing defect.

8.5.4. Modifications

Any modifications or alterations to the Goods by you or third parties without our written consent may void the warranty to the extent the issue is linked to the modification. This includes structural changes, cutting or drilling into panels in a way that causes damage, or using unapproved accessories. (Adding minor fixtures or applying paint/sealant in a proper manner generally won't void the structural warranty, but please check with us if unsure.)

8.5.5. Ancillary Works

We do not warrant any installation work or connections performed by others. Problems arising from incorrect installation of services (e.g. water damage from a plumbing hookup done incorrectly, or electrical issues from improper connection) are not covered by our warranty.

8.5.6. Claim Procedure

To make a claim under our warranty, you should notify us in writing as soon as you become aware of a defect, and within the applicable warranty period. Provide details of the issue and any evidence (photos, etc.). We may require inspection of the Goods, or ask you to fill out a warranty claim form, and we may troubleshoot via phone/email first. If the item is portable, we might ask you to return it to us or an authorised repairer for assessment (at our expense if the claim is valid). For large units, we will arrange an on-site assessment if needed.

8.5.7. Remedies

If a valid warranty claim is received, we will at our option repair the Goods (on-site or at our facility), replace the Goods (or part thereof) with the same or equivalent item, or provide a refund of the purchase price if repair or replacement is impracticable or fails. The choice of remedy is at our discretion, subject to your rights under ACL. Any repaired or replaced item continues to be warranted for the remainder of the original warranty period or 3 months from the repair, whichever is longer.

8.5.8. Costs

We will bear the reasonable costs of a valid warranty claim, such as parts, labour, and freight for sending replacement parts. However, if no defect is found or the issue is caused by a non-warranted matter (e.g. user error), you may be responsible for the cost of inspection or transport. Routine maintenance and consumable replacements (e.g. light bulbs, seals) are your responsibility.

8.6. Warranty Against Defects Statement

The benefits given by manufacturer's warranties are in addition to other rights and remedies you have under law, including the ACL. Our goods come with guarantees that cannot be excluded under Australian Consumer Law, as stated above. This warranty is provided by Miko Portabuilds (Address: 118 Tolley Road, St Agnes SA 5097, Phone: 0418 626 995, Email: sales@mikoportabuilds.com.au). You can contact us to make a warranty claim or enquire about your product. (No additional fee is charged for processing warranty claims).

9. Limitation of Liability

To the fullest extent permitted by law, the following limitations apply:

9.1. Indirect/Consequential Loss

We are not liable for any indirect or consequential losses in connection with your purchase or use of the Goods. This includes (but is not limited to) any loss of profit, loss of business, loss of use, loss of income, loss of opportunity, or inconvenience suffered by you or others. For example, if the delivery of your unit is delayed, we will not be responsible for any costs or losses arising from that delay (apart from refunding any delivery fees if appropriate), as per the terms in Section 4. Similarly, if the unit is not usable for a period due to repairs, we are not liable for any business disruption or alternative arrangement costs you incur.

9.2. Limit of Liability

Our total liability for any claim arising out of or relating to the sale, delivery, or use of the Goods will be limited, at our election, to: (a) the resupply of the Goods or equivalent goods; (b) the repair of the Goods; or (c) the cost of such resupply or repair. In any event, our liability will not exceed the price you paid for the Goods in question. This limitation does not apply to the extent it is inconsistent with any non-excludable rights you have (in which case the remedies under ACL apply).

9.3. No Other Warranties

We do not make any promise, representation or warranty other than those expressly set out in these Terms or required by law. To the extent allowed by law, we exclude any warranties implied by custom or law (except those that cannot be excluded). You acknowledge that you have chosen the product based on your own judgment for its intended purpose. Any advice or information provided by us (or on our website or advertising) is general in nature and provided in good faith, but we will not be liable if it turns out to be inaccurate or unsuitable – it is your responsibility to ensure the product meets your needs.

9.4. Liability for Personal Injury or Damage

We do not exclude or restrict liability for death, personal injury, or property damage caused by our negligence to the extent such liability cannot be excluded under law. However, to the extent permitted, our liability for any such claims will be limited in accordance with the above provisions. For example, if a defect in the unit causes damage, we will address the defect per warranty/ACL, but we may not cover secondary damage to other property unless required by law. We strongly advise that you ensure proper installation and usage of the unit to avoid hazards (e.g. ensure electrical connections are done by licensed electricians to prevent risk of fire or electrocution).

9.5. Indemnity

You agree to indemnify and hold harmless Miko Portabuilds, its directors, employees, and agents from and against all claims, losses, damages, liabilities, costs, or expenses (including legal fees on a full indemnity basis) arising out of or in connection with:

9.5.1. Misuse or Negligence

Your misuse, neglect, or improper handling of the Goods, including any use outside the intended purpose or failure to follow our instructions for installation, maintenance, or operation.

9.5.2. Third-Party Claims

Any claims, demands, or proceedings brought by a third party resulting from your use, resale, modification, or relocation of the Goods, except to the extent caused by our negligence or breach of law.

9.5.3. Misrepresentation

Any misrepresentation you make regarding the Goods to a third party, including incorrect claims about compliance, warranties, or performance.

9.5.4. Compliance Breaches

Your failure to obtain required permits, approvals, or ensure compliance with local council regulations, building codes, or other applicable laws for the installation or use of the Goods.

This indemnity does not limit your rights under the Australian Consumer Law but operates to protect Miko Portabuilds from liability arising from circumstances outside its control or not caused by its own negligence.

9.6. Third Party Claims

We will not be liable for any claims or penalties imposed by councils, governments or other third parties related to your use of the Goods (for example, fines for having an unapproved structure). Compliance with regulatory requirements is your responsibility, as noted.

9.7. Acknowledgment

You acknowledge that the allocation of risk and liability in these Terms is reflected in the pricing of the Goods, and that we would not be able to offer the products at these prices without such limitations. If you require a higher level of responsibility from us, we can discuss a different agreement at an adjusted cost.

10. Cancellations and Variations by Customer

10.1. Cancellation Before Delivery (Standard Products)

If you wish to cancel an order for a Standard Product (one that is not custom-made) before it has been delivered, you must notify us in writing as soon as possible. We may, at our discretion, allow cancellation of standard orders but we reserve the right to charge a cancellation/restocking fee to cover our costs. Typically, if you cancel a standard stock order after paying the deposit, we will retain an amount equal to 5% of the total order value as a cancellation fee. This fee may be deducted from your deposit or other payments, and any balance of money you've paid would be refunded. If we have already incurred higher costs (for example, special freight arrangements or modifications at your request), we may charge a higher cancellation fee to cover those specific costs (we will provide evidence of any such costs). We will attempt to minimise losses and be fair in assessing any cancellation fee.

10.2. Cancellation of Custom Orders

Custom Orders cannot be cancelled once production has begun. Due to the bespoke nature of custom builds, your deposit (and any progress payments) cover design work, materials and scheduling that cannot be recovered once underway. Therefore, if you

cancel a custom or made-to-order product at any time after paying the deposit, the entire deposit is forfeited as liquidated damages to cover our costs

- 10.3.** In some cases, work on custom orders may start immediately after order confirmation. If you request a cancellation very early and we have not commenced any work or incurred costs, we may consider a partial refund of the deposit at our discretion, but we are not obligated to do so. Once manufacturing of a custom build is substantially complete, cancellation will typically not be accepted at all. (Note: "Custom" in this context also includes standard products that have been specially modified, painted, or configured per your request, since those may not be resalable.)

10.4. How to Cancel

Any cancellation request must be made in writing (email is acceptable) and is only effective once we confirm in writing that we have received your request. We will then inform you of any applicable cancellation fees and net refund (if any) due back to you. Refunds will be processed in accordance with Section 11 below. If we do not agree to an attempted cancellation (for example, because the product is custom and already finished), you remain obligated to proceed with the purchase. Failure to take delivery or pay the balance may be treated as a breach of contract.

10.5. Variations to Order

If you wish to make a change (variation) to your order (whether it's changing the design, adding features, or altering the quantity), you must request this in writing as soon as possible. *No variations are effective unless we agree in writing* to the new terms. We will try to accommodate minor change requests, but substantial changes may not be possible or may require a new quote. If a variation is agreed, it may result in changes to price and/or delivery time, which will be communicated to you. For example, adding a custom feature could increase cost and extend lead time. We will issue a written variation confirmation or updated invoice reflecting any agreed changes. You may be asked to pay an additional deposit or progress payment for significant variations before we implement them.

10.6. Changes to Custom Designs

For custom build projects, we typically allow a limited number of design revisions during the planning stage. Once the design and specifications are finalised and production has started, further changes might not be feasible. If you request changes after production start, and if we exceptionally agree to make them, you will be responsible for any extra costs incurred (e.g. re-work, wasted materials) and any delay that results. We reserve the right to decline variations that are not practical or which would compromise the structural integrity or quality of the final product.

10.7. Seller's Cancellation

Note: This clause is about us cancelling) We reserve the right to cancel your order (with a full refund of any amount paid) if:

- a. you materially breach these Terms (for example, fail to pay by required dates) and do not remedy it within 7 days of notice; or
- b. we are unable to supply the product due to circumstances beyond our control (such as supplier failure, loss of manufacturing capacity, etc.). We will not cancel for trivial reasons. If we cancel due to your breach (e.g. non-payment), we may retain all or part of your payments as set out elsewhere in these Terms and seek compensation for any additional loss if your payments don't

cover it. If we cancel due to our inability to supply, we will refund your payments and that will be the extent of our liability (we will not be liable for any consequential loss arising from not being able to supply).

11. Returns and Refunds

11.1. No Change of Mind Returns

Because our units are large and often made-to-order, we do not offer returns or refunds for change of mind or if you simply decide the product is not needed, once it has been delivered (or once you have taken possession in the case of pickup). Please choose carefully and double-check the specifications before ordering. Our sales team is happy to answer questions prior to purchase to ensure you select the right product for your needs.

11.2. Refunds for Cancellations (Pre-Delivery)

If you cancel an order before taking delivery (and we accept that cancellation per Section 10), any refund due (for example, refund of balance after deducting cancellation fees) will be processed after we have resold the product to another customer or otherwise recovered our costs. Standard stock units can often be resold quickly; custom units may take longer to sell. We aim to process due refunds within 15 business days after the triggering event (such as the resale of the item or our agreement to a refund). Refunds will be made using your original payment method where possible or via bank transfer. We will not withhold an agreed refund unreasonably, but we appreciate your understanding that a custom build refund may require us to find an alternative buyer first.

11.3. Returns After Delivery (Defective Goods)

If a delivered product is found to have a defect or damage that makes it unacceptable, you should notify us as outlined in Section 7.

Depending on the situation, we may instruct you to either:

- a. allow us to repair the item on-site;
- b. return the item to us or a repair agent for fixing; or
- c. we might agree to replace it. These will be handled case-by-case under warranty or ACL rules. If a return is authorised due to a major defect, we will bear the return shipping cost or arrange pick-up at our cost.

11.4. Returns After Delivery (By Discretion)

In certain special cases, we may agree (at our sole discretion) to accept a return of Goods that are not defective – for example, if you ordered a standard unit and then immediately realised it's the wrong size and wish to return it. If we agree to such a return for refund, the following conditions apply:

- 11.4.1.** You must notify us within 7 days of delivery and obtain our written approval for the return.
- 11.4.2.** The Goods must be unused and in the same condition as delivered. They must not have been installed, altered, or damaged in any way. We will inspect the returned unit; if it is not in saleable as-new condition, we may reject the return or deduct costs for restoration.

11.4.3. Return Freight

You are responsible for all costs of returning the product to us. This includes any disassembly, loading, transport, and unloading costs. Given the size of our products, return freight can be substantial – please consider this before requesting a return. We can assist in arranging transport at your cost if needed.

11.4.4. Restocking Fee

We reserve the right to charge a restocking fee for a discretionary return. Typically, this would be similar to the cancellation fee (around 5% to 15% of the product price, depending on the circumstances). The fee would be deducted from your refund.

11.4.5. Refund Timing

Once we receive the returned Goods, we will inspect them. If all is in order, we will process the refund (minus any fees) within approximately 15 business days of the return arriving at our facility. If the inspection finds that the item is damaged or not in original condition, we will notify you that the return is rejected or that additional deductions will apply if you still want to proceed. In such case, you can choose to take back the item (at your cost) rather than accept a reduced refund.

Please note that discretionary returns are an exception, not a standard policy. Custom-made products cannot be returned for change of mind or if they don't suit your requirements, except as required under ACL for faults – since a custom item was built specifically for you, we cannot resell it easily.

11.5. Procedure for Refunds

Where a refund is approved (whether due to cancellation, return, or warranty refund scenario), we will refund via the original payment method if possible. For large amounts paid by bank transfer, we will EFT the refund to your nominated bank account. Credit card refunds will be applied back to the same card if within the card processing timeframes. We will provide a receipt or confirmation of any refund.

11.6. Consumer Law Remedies

The above policies are in addition to your ACL rights. If your product has a major failure or is not as described, you are entitled to reject it and seek a refund or replacement under ACL. Our returns and refund procedures are designed to align with these rights. We will not refuse a legitimate refund or replacement request for a major problem as defined under consumer law.

12. Dispute Resolution

We are committed to customer satisfaction and will work in good faith to resolve any issues that arise. If you have a dispute or concern regarding our products or these Terms, please notify us and attempt to discuss it with us first. You can contact our management via email or phone, and we will make a sincere effort to resolve the matter promptly and amicably.

12.1. Escalation

If we cannot reach a mutually acceptable solution through direct discussion, both you and we agree to consider alternative dispute resolution before pursuing legal action.

This may include:

12.1.1. Mediation

Either party may propose mediation through an independent mediator. If both parties agree, a mediation session will be arranged in a neutral location (or via an online meeting) in an attempt to resolve the dispute. The costs of mediation services would typically be shared equally.

12.1.2. Consumer Affairs

If you are a consumer, you may also seek assistance from your state's consumer affairs/fair trading office (e.g. Consumer and Business Services in SA) which can offer dispute resolution services for consumer disputes. We will cooperate with any such process in good faith.

12.2. Litigation

Nothing in these Terms prevents either party from exercising their legal rights or filing a claim in an appropriate court or tribunal. However, we encourage attempting resolution via the above methods first, as court proceedings can be time-consuming and costly for both sides. If a dispute does proceed to litigation, the prevailing party may be entitled to recover its legal fees if awarded by the court, subject to any court or tribunal rules.

12.3. Continued Obligations

During a dispute, both parties should continue to perform any undisputed obligations. For example, if there is a dispute about a minor defect, you should not unilaterally withhold any remaining payment for other units that are not in dispute. Likewise, we will not withhold warranty service for an issue just because there is a separate payment dispute, as long as the issue at hand is unrelated. Keeping communications open is key.

13. General Provisions

13.1. Governing Law

These Terms and any contract between us shall be governed by the laws of South Australia, Australia. The parties agree that the courts of South Australia (and any courts which can hear appeals from them) will have jurisdiction in the event of any litigation. If you are located in another state or territory, you can still rely on any mandatory consumer protections of that jurisdiction, but the contract law aspects are governed by SA law.

13.2. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (if possible), or severed if not possible, and the remainder of the Terms shall remain in full force and effect.

13.3. No Waiver

If we do not strictly enforce any part of these Terms at any time, this does not mean we waive our right to enforce it later. For example, if we accept a late payment one time, it does not mean we must accept late payments in the future. Any waiver of rights must be in writing and signed by us to be effective.

13.4. Entire Agreement

These Terms, together with your order invoice/confirmation and any agreed specifications, constitute the entire agreement between you and Miko Portabuilds regarding the sale of the Goods. Any prior understandings, negotiations, or representations (unless made fraudulently) are superseded by this written agreement. No oral agreement or modification is binding unless confirmed by Miko Portabuilds in writing.

13.5. Amendments

We may update or amend our standard Terms and Conditions from time to time. However, the Terms that will apply to your purchase are the ones in effect at the time of your order (or as otherwise agreed). We will not change the Terms for an existing order without your consent.

13.6. Assignment

You may not assign or transfer your rights or obligations under the sales contract without our prior written consent (which won't be unreasonably withheld). We may subcontract parts of the work (e.g. delivery) but will remain responsible to you for those obligations. We may also assign the contract to a successor or related entity in the event of a business reorganisation, by providing notice to you.

13.7. Notices

Any formal notices under this contract should be in writing. Emails are acceptable if sent to the designated contact addresses (for us: sales@mikoportabuilds.com.au; for you: the email you provided with your order, or any updated address you give us). Notices are deemed received on the business day of successful transmission (if sent during working hours) or the next business day if sent after hours. Postal mail notices can be sent to our business address, but email is much faster for most purposes.

13.8. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations (except for payment obligations already due) under these Terms where such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, storm, earthquake, explosion, pandemic or epidemic, government restrictions or regulations, industrial disputes, strikes, lockouts, war, terrorism, power failure, supply chain disruptions, material shortages, or transport delays ("Force Majeure Event").

If a Force Majeure Event occurs:

- 13.8.1.** The affected party must promptly notify the other party in writing, stating the nature of the event and the expected duration of the delay.
- 13.8.2.** The performance of the affected obligations shall be suspended for the duration of the Force Majeure Event, except for payment obligations already due before the event occurred.
- 13.8.3.** The affected party must take all reasonable steps to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.

13.8.4. If the delay extends beyond 60 days, either party may terminate the affected order by written notice, with any deposit or payments for undelivered Goods refunded (less any reasonable costs incurred up to the date of termination).

13.9. Privacy

Any personal information you provide to us in the course of the transaction will be handled in accordance with our Privacy Policy and applicable privacy laws. We will use your details only as needed to process and deliver your order, and for any warranty or compliance follow-up.