
KRUZIN BOARDS - SALES TERMS AND CONDITIONS

In these Sale Terms & Conditions (**Sale Terms**), "we" or "us" means Mandy Danvers ABN 18 101 732 098 trading as KRUZIN BOARDS Australia, its successors and assignees. "You" means the person, organisation or entity that purchases products or related services from us. The Sale Terms apply to all sales made by us to consumers through our website www.kruzinboards.com.au (**Site**) or directly to you.

These Sale Terms form the agreement under which we will supply products and services to you. Please read the Sale Terms carefully. Please contact us if you have any questions, before you purchase or related services from us. You can contact us at info@kruzinboards.com.au.

Your purchase from us indicates that you have had sufficient opportunity to access the Sale Terms and contact us, that you have read, accepted and will comply with the Sale Terms, and that you are eighteen (18) years or older. You must not order products or services from us if you are under eighteen (18) years of age. If you do not agree to the Sale Terms, do not purchase from us.

Our Terms of Use set out terms and conditions for using our Site. Our Privacy Policy sets out how we collect, use and protect your personal information. These are available on our Site.

1. Orders:

- (a) You may order with us as set out on the Site. We may at our discretion accept or reject an order depending on factors including availability of products and our ability to validate payment for the products.
- (b) It is your responsibility to check the order details, including product and pricing, before you complete your order on our Site.
- (c) We will provide you with an order number, the shipping and billing addresses and a description of what was ordered, when you order and pay on our Site and your payment has been validated.
- (d) Once you have made payment and your order has been confirmed, you are not able to cancel your order.
- (e) A binding agreement comes into existence between you and us, once we have given you an order number. No changes to the Sale Terms will be effective unless we both agree to the changes in writing.

2. Payments:

- (a) You agree to pay the purchase price specified on the Site at the time that you place your order for the purchase of a product, plus any applicable delivery and insurance charges based on the delivery options selected by you. All amounts are stated in Australian dollars. All purchase prices include Australian GST (where applicable). Delivery and any insurance charges will be separately shown.
- (b) You must pay for the product by PayPal or other methods as set out on the Site. Your payment will be processed upon receipt of your order. You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed then your order may be cancelled.

3. Availability and Cancellation:

- (a) All purchases made with us are subject to availability. We do our best to keep in stock most products that are advertised by us, and to keep our Site up to date with availability of products.
- (b) If there is a considerable delay in dispatching your order, or if for any reason, we cannot supply a product you have ordered, we will contact you using the contact details provided by you when you placed the order. You can choose a refund, store credit, or to put your order on backorder as agreed with you. If you choose a refund or store credit, any delivery costs you have paid for the product will be refunded to you. If you choose to put your order on backorder, we will contact you to arrange for delivery once the product is available.

4. Delivery:

- (a) **Location:** We deliver Australia wide. We do not deliver outside Australia. Please refer to

delivery information on our Site, to check that you are in our delivery area. If you are not in our delivery area please contact us to discuss delivery options.

- (b) **Cost:** Delivery fees are set out on our Site.
- (c) **Timing:** We will normally dispatch the product within 2 business days of the receipt of your order, unless otherwise noted on the Site. Any delivery periods displayed on the Site are estimates only, based on the information provided by the delivery company. We will deliver the product to the place of delivery you specify when making your order.
- (d) **Change:** If you need to change a delivery date or the delivery address, please contact us as soon as possible to see if this is possible. If you are not available to take delivery on the agreed delivery date, you may be charged a delivery fee for each additional attempt for delivery.
- (e) **Method:** We may deliver the products via a range of delivery methods. All deliveries must be signed for. If neither you nor your authorised representative is at the delivery address to take delivery, you will be notified, generally by the delivery company leaving a card with contact details so that you can arrange another delivery time and date.
- (f) **Title:** Title in the products will not pass to you until the later of delivery or your payment has been processed or otherwise received by us. If your payment is declined for any reason we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products.
- (g) **Risk:** Risk of loss, damage or deterioration to any products will pass to you on delivery.

5. **Discount Codes and Promotions:**

We may from time to time offer promotional discount codes, which may be applicable to goods on the Site, and must be entered at the time of submitting your order. The conditions of use relating to any discount code will be specified at the time that it is issued.

6. **Consumer Guarantees, Return, Refund and Exchange Policy**

- (a) Seller's goods come with guarantees that cannot be excluded under the Australian Consumer Law (**ACL**). Nothing in the Sale Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the ACL or any liability under the ACL, which by law may not be limited or excluded.
- (b) If you are a consumer as defined in the ACL, the following notice applies to you: "Our goods come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (**Consumer Guarantees**). You are entitled to a replacement or a refund for a major failure and for 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."
- (c) Your product may come with a manufacturer's warranty. The manufacturer's warranty is in addition to but may overlap with any rights and remedies you may have under applicable law, including any Consumer Guarantees. If you are not considered a "consumer" within the meaning of the ACL, the manufacturer's warranty may be your sole remedy. You should check the manufacturer's warranty, as many manufacturers' warranties do not apply in a business or commercial setting. Please contact the manufacturer if you would like to make a claim under the manufacturer's warranty.
- (d) If you wish to seek repair, replacement or a refund for a product, we will explain the requirements to you. We will not provide a refund for change of mind, but may provide a refund for a faulty product. This may include you providing evidence of the faulty product to us.
- (e) If you are entitled to a refund, we will only give you the refund once evidence of faulty product is received by us, or we have received the product at our warehouse and inspected it and assessed whether it is eligible for a refund under the Sale Terms. Any refund we

make will be by the same payment method used to purchase the product.

- (f) Subject to this clause, we will not accept for return any product that has been used, connected, installed, attempted to be connected or installed, or if your product is custom-made or is a special buy product.
- (g) You must adequately package any product you are returning to ensure that it is not damaged during return delivery. It is your responsibility to arrange and pay for the return of the product/s purchased.
- (h) You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.

7. Intellectual Property

- (a) Intellectual Property includes but is not limited to:
 - i. all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trade marks), patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction;
 - ii. all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and
 - iii. all work product developed in whole or in part by us.
- (b) We own all Intellectual Property rights in the products and company branding, as between us and you.

8. Limitation of Liability:

- (a) While the information and material contained on the Site is believed to be accurate and current, it is provided by us in good faith on an "as is" basis, and we and our directors, officers and employees accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site.
- (b) Certain legislation including the ACL, *Consumer and Competition Act 2010* (Cth), similar State or Territory legislation in Australia and similar consumer protection laws and regulations in other countries may confer you with rights and remedies relating to the provision of goods or services to you by us via the Site which cannot be excluded, restricted or modified (**Rights**).
- (c) We exclude all implied conditions and warranties except for your Rights, to the extent permitted by law, including but not limited to:
 - i. we expressly disclaim any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Sale Terms;
 - ii. we do not warrant that the Site or your access to the Site will be error free, that any defects will be corrected or that the Site or the server which stores and transmits material to you are free of viruses or any other harmful components;
 - iii. we take no responsibility for, and will not be liable for, the Site or the products being unavailable;
 - iv. we will not be liable for any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the Site, inability to access

or use the Site, the products, the services, the late supply of products, or the Sale Terms, even if we were expressly advised of the likelihood of such loss or damage.

- (d) Our total liability arising out of or in connection with the products, the services or the Sale Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products under the Sale Terms.

9. **Disclaimers:**

- (a) You acknowledge and agree that in using our products:
- i. you do so at your own risk;
 - ii. that there are known and unanticipated risks including, but not limited to, serious injury or even death from various causes;
 - iii. there are risks which could result in severe physical or emotional injury, including overexertion, dehydration, paralysis, death or damage to yourself, to property or to third parties;
 - iv. that it is your responsibility to ensure that you are physically fit to use our products and that you have not been advised otherwise;
 - v. that if you become aware of any medical conditions, injuries or impairments, which may be detrimental to your health and safety, or the health and safety of others, you are recommended to cease use of our products; and
 - vi. that you have insurance to cover any injury or damage that you might cause or suffer from using our products, or else you agree to bear the costs of such injury or damage to yourself or others.
- (b) You are fully aware of the risks associated with using our products, and to the fullest extent permissible by law, we will not accept responsibility nor be liable for any harm or damage which occurs to you or any third party, directly or indirectly caused by the use of our products.
- (c) You understand and accept all the risks identified in sub-clause (a), and you hereby indemnify, forever discharge, and voluntarily release us, and any of our agents, affiliates, employees, members, sponsors, promoters and any related corporate body, against all liability, claims, demands, and proceedings, arising out of or connected with your use or our products.

10. **Amendment:** These Terms may be amended from time to time, without prior notice. Your purchase from us following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Sale Terms, before purchase. Our agents, employees and third parties do not have authority to change the Sale Terms.

11. **Indemnity:** You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Sale Terms.

12. **General:**

- (a) **Accuracy:** While we endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law
- (b) **Termination:** We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content on our Site at our sole discretion, without incurring any liability to you.
- (c) **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under the Sale Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a

period of at least two (2) months, we may terminate our agreement with you by giving you 5 business days' notice in writing.

- (d) **Notice:** Any notice in connection with the Sale Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.
- (e) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Sale Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Sale Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.
- (f) **Assignment:** You must not assign any rights and obligations under the Sale Terms whether in whole or in part without our prior written consent.
- (g) **Severability:** If any of the Sale Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (h) **Jurisdiction and Applicable Law:** Your use of this Site and any dispute arising out of your use of it is subject to the laws of New South Wales and the Commonwealth of Australia. These Terms are governed by the laws of New South Wales and the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts operating in New South Wales. The Site may be accessed throughout Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.
- (i) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

For any questions or notice, please contact us at:

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