

Galvin Engineering Terms and Conditions of Sale - eCommerce

1.0 ORDERING AND PRICE

- 1.1 The Price of any Products will be the Price displayed on the Website at the time the purchase is submitted to Galvin Engineering by the Customer via the Website.
- 1.2 Title to Products purchased will pass to the Customer on the date the Customer pays the Price for the Products in accordance with these Terms and Conditions.
- 1.3 Prices are displayed in Australian Dollars. Where the delivery address is within Australia, as nominated by the Customer, the Price includes GST (currently 10%). Where a delivery is outside of Australia, as nominated by the Customer, the Price will not include GST and additional Taxes may be payable by you as levied by authorities in the country of delivery upon importation to that country. If Products are over the relevant country's threshold and customs entry is required, Galvin Engineering reserves the right to charge additional administrative charges incurred by its logistics patterns handling the customs clearance.
- 1.4 You will be charged the Price in Australian dollars regardless of your delivery location. Any currency conversion fees, or rates used to determine the amount you pay for the Products is determined by your credit provider, PayPal or Stipe.
- 1.5 The Customer must pay the Price for the Products to Galvin Engineering by using one of the purchase methods stated on the Website in the "check out", such as the "Stripe" payment gateway or "PayPal" or any other payment method detailed on our website.
- 1.6 For the avoidance of doubt, the performance of Galvin Engineering's obligations in relation to any purchase is conditional upon Galvin Engineering receiving payment in full for the Products ordered.
- 1.7 Galvin Engineering reserves the right to vary the prices displayed on the Website from time to time. On occasion, despite Galvin Engineering's best efforts, Prices may be incorrectly displayed on the Website. If a Product's correct Price is lower than the stated Price on the Website, Galvin Engineering will send the Products to the Customer and refund the difference if applicable. If the correct Price of the Product is higher than the displayed Price on the Website, Galvin Engineering will contact the Customer to confirm whether the Customer wishes to purchase the Products at the correct revised price or receive a refund.
- 1.8 Galvin Engineering may refuse any purchase for any reason at any time at its sole absolute discretion, in which case it will notify the Customer that the purchase has been refused and will refund any Price paid for the Products and thereafter shall have no further obligations under these Terms and Conditions in respect of that purchase refusal. Galvin Engineering will not be liable to the Customer or other third party by reason of refusing any purchase.

2.0 DELIVERY AND TITLE

- 2.1 Subject to these Terms and Conditions, legal and equitable title in the Products shall remain vested in Galvin Engineering and shall not pass to the Customer until the Customer has paid the Price and all other moneys owed by the Customer to Galvin Engineering in full.
- 2.2 The Customer acknowledges and agrees that:
- (a) Galvin Engineering cannot guarantee that delivery will occur in the stated delivery time frames;
 - (b) Delivery timeframes may change from time to time due to unforeseen circumstances, however Galvin Engineering will endeavour to dispatch all available Products purchased by a Customer within 72 hours;
 - (c) it is appointing Galvin Engineering as its agent for the sole express purpose of arranging for shipping of the Products in accordance with each purchase;
 - (d) Galvin Engineering does not provide transportation or shipping services directly and will engage third parties to provide those services on behalf of the Customer;
 - (e) the actions of the Galvin Engineering in arranging for the shipping of any Products under these Terms and Conditions will be deemed to be actions taken as agent for the Customer, including engaging any third party to provide shipping or transportation services;
 - (f) to the maximum extent permitted at Law, Galvin Engineering's liability to the Customer as its agent will be limited to liability for compliance with the express terms of these Terms and Conditions only and any implied terms or duties under the common law shall be excluded or limited to the maximum extent permissible if those implied terms or duties cannot be excluded as a whole; and
- 2.3 The Customer acknowledges and agrees that any timeframes for delivery specified on the Website are provided as estimates only and Galvin Engineering makes no warranties about the accuracy of those timeframes for delivery ("**Estimated Delivery Time**").
- 2.4 Galvin Engineering shall have no liability whatsoever to the Customer or any third party in relation to any failure to deliver any Products in accordance with the Estimated Delivery Times stated on the Website or any other timeframes for delivery specified by Galvin Engineering through any other means including but not limited to any Force Majeure Event.
- 2.5 The Customer warrants to Galvin Engineering that any nominated representative receiving the Products on its behalf is duly authorised by the Customer to do so.

3.0 Competition and Consumer Act 2010 (Cth) (CCA)

- 3.1 Where the provisions of the CCA apply, the provisions of these Terms and Conditions will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply.
- 3.2 Nothing in these Terms and Conditions is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.
- 3.3 The Customer agrees that if the Customer buys any Products for the purposes of re-supply, manufacture, or repair of other goods, the CCA will not apply to such supplies.
- 3.4 If the Customer on sells any Products, it agrees that it will not make any representations in relation to the Products which are not:

- (g) contained on the packaging of the Products;
 - (h) contained in any materials supplied by Galvin Engineering;
 - (i) set out in any applicable manufacturer's warranty; or
 - (j) approved in writing by Galvin Engineering.
- 3.5 If the Customer on-sells the Products to consumers who purchase them for the purposes of re-supply, manufacture or repair of other goods, the Customer agrees to contract out of the CCA in writing with those consumers.
- 3.6 The Customer agrees that it will indemnify Galvin Engineering against any claim, liability or cost incurred by Galvin Engineering as a result of any breach by the Customer of its obligations under this clause.

4.0 Warranty Claims

- 4.1 Except to the extent required by Law, all consumer guarantees, representations, terms and conditions in relation to the Products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by Law. The Customer agrees that if it is aware (or should be aware) that the Products, the subject of any order, are for any particular purpose (including, but not limited to, use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will clearly identify and disclose that purpose or those characteristics in any order for the Products.
- 4.2 To the maximum extent permitted by Law:
- (k) Galvin Engineering shall have no liability whatsoever, for which, after delivery the Products:
 - (i) are not intact and in original condition;
 - (ii) have been altered, improperly stored or handled or suffered damage or deterioration; or
 - (iii) have been affixed, used or applied in any way;
 - (l) except as stated in these Terms and Conditions, Galvin Engineering shall not be liable for any losses or damages incurred by the Customer or any third party in relation to the Products or these Terms including any damage to property;
 - (m) except as set out in these Terms and Conditions, no other term, condition, representation and/or understanding, whether express or implied, in any way extending to, or otherwise relating to or binding upon Galvin Engineering, is made or given by or on behalf of Galvin Engineering in respect of the Products;
 - (n) Galvin Engineering's liability to the Customer (and any party claiming through the Customer against Galvin Engineering) for any claim for loss or damage (including legal expenses) made in connection with the Terms and Conditions for breach of contract, tort (including negligence), under statute, in equity, at common law or otherwise shall be limited at Galvin Engineering's discretion, to replacement of the Products or supply of equivalent Products, or repairing the Products, or crediting the Customer for the Price of the Products as at the date of delivery, or paying the Customer the cost of repairing of the Products (with such cost having prior approval by Galvin Engineering).
 - (o) Galvin Engineering will not be liable for any loss or damage caused by the negligence of the Customer or any third party acting on behalf of the Customer. This includes any loss or damage caused by the supply by the Customer or third party acting on behalf of the Customer of incorrect manufacturing

instructions, drawings or material specifications, and faulty installation or misuse of the Product by the Customer or a third party.

- (p) Galvin Engineering will not be liable for any contingent, consequential, direct, indirect, special or punitive damages, whether due to negligence or otherwise, and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly. Where it eventuates that the fault to be serviced by our staff arises from an initial faulty installation or Products from another brand, a service charge of \$150.00 per hour, including travelling time, and a minimum fee of \$180.00 will apply. Proof of purchase may be required before work commences, and a "Service Call Agreement Form" needs to be completed, signed and returned to Galvin Engineering prior to the service call being made.

5.0 Exclusions

5.1 Except if and to the extent applicable Law requires otherwise the Customer agrees that:

- (q) without limiting or affecting clause 4.2(m), no dealing between Galvin Engineering and the Customer shall be or deemed to be a sale by sample;
- (r) it shall rely on its own knowledge and expertise in selecting Products for any purpose and any advice or assistance given by or on behalf of Galvin Engineering shall be accepted at the Customer's risk and shall not be deemed to have been given as expert or adviser nor to have been relied upon;
- (s) Galvin Engineering shall not be liable under these Terms and Conditions in respect of any Products to the extent that any third-party manufacturer is liable under a manufacturer's warranty for such Products (the benefit of which Galvin Engineering will, to the extent possible, extend to the Customer); and
- (t) Galvin Engineering shall not be liable nor responsible for any failure to comply with any requirements of the Customer or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any Products and/or otherwise) which are not precisely and accurately communicated in writing directly to the appropriate personnel at Galvin Engineering and accepted in writing by Galvin Engineering prior to delivery of the Products under these Terms and Conditions.

6.0 Returns

- 6.1 Galvin Engineering will always endeavour to accept returns to offer the best service, however, except in the case of defective Products, standard stocked items will only be accepted for return with our prior agreement, and only if the Products and packaging are in original condition, and free from damage and blemishes, and no more than 3 weeks have passed since the delivery date.
- 6.2 To process any claims or returns relating to standard stocked items, Galvin Engineering needs to be advised of the original invoice number and the reason for the credit request, within 30 days from the date of invoice. Products ordered in error by the Customer will be subject to a minimum handling charge of 20% of the value of the Products, or \$100.00, whichever is the greater.
- 6.3 Despite any other provisions of these Terms and Conditions (and except in the case of defective Products),

Products "Made to Order" or "Specials" not listed in our standard price list are not returnable

7.0 Waiver

- 7.1 No failure or delay by Galvin Engineering in exercising any right, power or privilege to which it is entitled shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise. These Terms and Conditions and obligations and acknowledgments hereunder may only be waived or modified by Galvin Engineering by an agreement in writing between the parties hereto.

8.0 Severance

- 8.1 In the event of any part of these Terms and Conditions become void or unenforceable, then that part shall be severed from the remaining terms and provisions hereof shall remain in full force and effect.

9.0 Jurisdiction

- 9.1 These Terms and Conditions will be governed by and construed and interpreted in accordance with the Laws of Western Australia.

10.0 Entire Agreement

- 10.1 These Terms and Conditions is the entire agreement between the parties and supersedes all and any communications, negotiations, arrangements, and amendments, whether oral or written, between the Parties in respect of the matters that are subject to these Terms and Conditions.