

Air Purifiers Australia Pty Ltd

ACN 653 879 406

Terms and Conditions of Sale

In these Terms and Conditions of Sale –

“we”, “us” and “our” refer to Air Purifiers Australia Pty Ltd ACN 653 879 406

“you” and “your” refer to the person purchasing or who or which has purchased a product from us.

These Terms and Conditions of Sale, together with the details set out in the website order form, constitute the terms of the agreement between you and us for the sale of a product, to the exclusion of any other term or condition to which we have not specifically agreed in writing.

1. Orders

- (a) You may place an order with us for a product by completing and submitting to us an online order form on our website. Subject to paragraph (b), an order becomes binding on you and us when it is submitted.
- (b) If for any reason we are not able to supply a product which you have ordered or if, in our opinion, the supply of a product will be unreasonably delayed, or if our costs of acquiring the product have increased beyond those which we had in contemplation when fixing the sale price, we may cancel the sale by written notice to you.

2. Price and Payment

- (a) The price payable for a product is the price shown for the product on our website at the time at which you submit the order. All prices are inclusive of GST.
- (b) Payment for a product must be made at the time of submission of the order, by one of the means notified on the website.
- (c) If it is notified on the website that a surcharge is payable in respect of the means of payment adopted by you, you must pay that fee in addition to any other required payment.
- (d) We use a third party contractor to encrypt and otherwise manage the payment processes, and you agree that we will have no liability for any direct or indirect loss or damage which you may suffer as a consequence of fraudulent or otherwise unauthorised application of your details, including payment related details arising out of or in connection with your submission of those details via our website.

- (e) We will send a tax invoice to you at the email address notified by you in the course of submitting your order. It is your responsibility to ensure the accuracy of the email address and all other details which you provide to us.

3. Delivery

- (a) We will arrange for delivery by Australia Post to the address nominated by you in your order. You agree that risk of loss, damage or deterioration will pass to you at the time at which the Australia Post takes possession of the ordered product from us and that, except to the extent that loss or damage arises from an error made by us in passing on your delivery address details to Australia Post, we will have no liability in respect of any loss or damage which arises at or after that time.
- (b) In addition to any other required payment, you will pay the delivery charge specified on our website.
- (c) All deliveries must be signed for. You will be responsible for any failed delivery charges raised by Australia Post, including any charges for the return of undelivered product and, if any such charge is raised against us, you authorise us to pass on the amount of the charge to you via the payment method nominated by you when submitting your order.

4. Title and Risk

- (a) Title in any product which you purchase from us will pass to you at the later of –
 - (i) the time at which we receive unconditional payment of all monies payable by you in connection with the order, and
 - (ii) the time at which the delivery contractor takes delivery of the product from us.
- (b) If for any reason we do not receive payment in full or, having received payment, the payment is wholly or partly reversed, we may reclaim possession and or control of the product notwithstanding that it may be in transit or have been delivered to you, or dealt with by you and, if title has passed, at our election title will revert to us.
- (c) You agree that paragraph 4(a) creates a purchase money security interest in any product which you purchase, and that we are entitled to register that interest under the Personal Property Securities Act 2009 (Cth). To the extent permitted under that Act, the provisions listed in section 115 of the Act will not apply. You waive your right to be provided with verification statements under section 157 of the Act. We each agree not to disclose information referred to in section 275(1) of the Act to a third party, and that this clause is a confidentiality agreement for the purposes of section 275(6) of the Act.

5. Warranties and Limitation of Liabilities

- (a) Nothing in these Terms and Conditions of Sale limits or excludes any, or any liability under, any guarantees, warranties, representations or conditions implied or imposed by law, including by the Australian Consumer Law ("ACL"), which by law may not be limited or excluded. If you are a "consumer" under the ACL, the following notice applies to you, but not otherwise –

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.

- (b) A product which you purchase 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 guarantee imposed by the ACL ("Consumer Guarantee"). However, you should check the manufacturer's warranty carefully as some manufacturers' warranties may not apply in a business or commercial setting or in the circumstances.

- (c) Subject to this clause 5(a), and to the extent permitted by law –

- (i) all terms, guarantees, warranties, representations and conditions which are not expressly set out in these Terms and Conditions of Sale are excluded,
- (ii) we will not be liable for any wear and tear or any loss or damage arising from or in connection with wear and tear,
- (iii) except where it arises from a failure on our part to meet a Consumer Guarantee, we will not be liable for –
- (1) special, indirect or consequential loss or damage, loss of profit or opportunity,
- (2) damage to goodwill, arising out of or in connection with a product which you have purchased or these Terms and Conditions of Sale (including as a result of not being able to use the product, or delay in the supply of product), whether at common law, under contract, in negligence or another tort, in equity, pursuant to statute or otherwise, and

- (iv) our total liability arising out of or in connection with the sale of a product or these Terms and Conditions of Sale, however arising, including under contract, negligence or another tort, in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of the product.
- (d) Where by law we are unable to exclude terms, guarantees, warranties, representations or conditions but are able to limit them, to the extent permissible by law we limit our liability for any breach, at our election, to the repair or replacement of product, or payment of the cost of repairing or replacing the product.
- (e) To the extent permitted by law, any typographical, clerical or other error or omission in sales literature including our website, a quotation, price list, acceptance or offer, invoice or other document or information issued by us may be corrected by us without any liability on our part.

6. Warranty against defects

- (a) This clause operates subject to clause 5(a).
- (b) We warrant that a product purchased by you will be free from defects in materials and workmanship appearing under reasonable usage conditions in a period of one year from the date on which the delivery contractor takes possession of the product from us for delivery to you.
- (c) In the event that a product purchased by you is not free from defects as provided in paragraph (b), and you notify us and return the product to us at our address for product returns in these Terms and Conditions of Sale as provided in clause 7, we agree to repair or replace the product at our election, within a reasonable time after return.
- (d) Any expenses incurred by you in making a claim under this warranty must be borne by you.
- (e) The benefits given to you by this warranty are in addition to the other rights and remedies available to you under a law in relation to goods to which it relates.
- (f) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

7. Returns and Exchanges

- (a) If you are entitled under a Consumer Guarantee to return a product which you have purchased from us, please contact our Customer Service team on 1300 030 367 to make arrangements for its return.

- (b) If you return a product to us you must take reasonable steps, including by the use of appropriate packaging, to ensure that the product is not damaged in transit.
- (c) You agree that, if you make a claim in respect of a product, you will produce evidence to our reasonable satisfaction to show that you acquired the product from us, and when.
- (d) If you return a product to us and the product is capable of retaining user-generated data, the repair or replacement of the product may result in the loss of that data. You agree that we will not have any liability in respect of any such data loss.

8. Force Majeure

We will not be liable for any delay or failure to perform our obligations under these Terms and Conditions of Sale if it is due to any circumstance beyond our reasonable control.

9. Miscellaneous

- (a) These Terms and Conditions of Sale taken together with the details provided in your order form the entire agreement between you and us in relation to the sale and purchase of a product and, unless expressly agreed to in writing by us, no terms or conditions sought to be proposed by you, including any terms or conditions referred to in an offer to purchase or order, or in correspondence, will be binding on us or have any legal effect.
- (b) We give you notice that facilities for the repair of any product which you purchase from us will not be available, and that parts for the product will not be available.
- (c) We may from time to time change any provision in the Terms and Conditions of Sale without notice, and it is your responsibility on each purchase occasion, to satisfy yourself as to the content of the then current Terms and Conditions of Sale. Any change to the Terms and Conditions of Sale will apply only to orders submitted after the time of the change.
- (c) Subject to its terms, a change to the Terms and Conditions of Sale will be effective only from the time that it is recorded on our website.
- (d) Your rights under any agreement with us for the sale and purchase of a product may not be assigned or transferred without our prior written consent.
- (e) Any notice in connection with the sale of a product will be taken to have been duly given if it is in writing and delivered or sent by email or post –

- (i) in the case of a notice to be given to us, at our physical, postal or email address shown on our website, and
 - (ii) in the case of a notice to be given to you, at your physical, postal or email address as shown in the website purchase order.
- (f) If any provision of these Terms and Conditions of Sale is invalid, illegal or unenforceable, the Terms and Conditions of Sale will take effect, insofar as is possible, as if they did not include that provision.
- (g) You acknowledge that your attention has been drawn to our Privacy Policy on our website, and you agree to our collecting, using and protecting your personal information as set out in the Policy.
- (h) Any failure by a party to insist upon strict performance by the other with a term or condition of an agreement for the sale and purchase of a product will not be taken to waive compliance with it, or any existing or future rights.
- (i) These Terms and Conditions of Sale are governed by the laws of the State of Queensland in Australia and of the Commonwealth of Australia as they apply in that State. The parties each agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland or the Commonwealth.

Our contact details

Business address: Building 10 / 84 Christensen Road, South Stapylton, QLD 4207

Telephone: 1300 030 367

Email address: info@airpurifiersaus.com.au

Address for product returns: Building 10 / 84 Christensen Road, South Stapylton, QLD 4207