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# Terms and Conditions of Sale

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## 1. Customer Acknowledgement

The Customer acknowledges agreement with these Terms and Conditions of Sale by the placement of an order to purchase products from Veterans Off The Streets Australia – VOTSA Ltd. This contract of sale is between the entity named on the invoice (the “Customer”) and Veterans Off The Streets Australia – VOTSA Ltd (ABN 46 613 632 045).

All goods are supplied on these terms and conditions only and no person in the employment or otherwise as agent for Veterans Off The Streets Australia – VOTSA Ltd has any authority to supply goods on any other terms and conditions or to vary these terms and conditions in any way whatsoever. Previous dealings shall not vary or negate these terms and conditions in any respect.

## 2. Return or Exchange of Goods

Please choose carefully. Veterans Off The Streets Australia – VOTSA Ltd does not normally give refunds if you simply change your mind or make a wrong decision. We will exchange or refund faulty or damaged goods within a reasonable time from the customer accepting delivery.

## 3. Warranty Information

All products sold by Veterans Off The Streets Australia – VOTSA Ltd are covered by the manufacturers’ warranty that accompanies the product unless otherwise stated. Veterans Off The Streets Australia – VOTSA Ltd makes no additional or independent warranty. Veterans Off The Streets Australia – VOTSA Ltd sells the products to the Customer with the end-user warranty that the manufacturers provide with their respective products.

## 4. Delivery of Goods

Veterans Off The Streets Australia – VOTSA Ltd strives to deliver your purchase to you as quickly as possible and is estimated at between 10 to 12 working days from time of acceptance of your order. Please note that delivery times are estimates only and Veterans Off The Streets Australia – VOTSA Ltd shall not be liable for delays. We use Australia Post Regular Parcels for delivery. Our system automatically calculates the cost of freight by the weight and cubic volume of your order as well as the destination by using information provided through the Australia Post on line system.

The goods shall be at the Customers risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to Veterans Off The Streets Australia – VOTSA Ltd of any defect within five (5) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

## **5. Title of Goods**

The goods shall remain the sole and absolute property of Veterans Off The Streets Australia – VOTSA Ltd as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid the full price. The Customer shall be liable to Veterans Off The Streets Australia – VOTSA Ltd in respect of any loss or damage to the goods during such bailment.

## **6. Payment**

The price shall be paid by the Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such set-off or counterclaim on account of any delay on the part of Veterans Off The Streets Australia – VOTSA Ltd in delivering any part of the goods) before the goods are despatched for delivery to the Customer.

## **7. Errors and Omissions**

At Veterans Off The Streets Australia – VOTSA Ltd, we work hard to offer you the most competitive pricing and accurate product information. Because of the dynamic nature of this industry (e.g. supplier price changes, exchange rates and other variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice. Please be assured of our every effort to ensure accuracy; however the documents and graphics published may contain technical inaccuracies or typographical errors.

Veterans Off The Streets Australia – VOTSA Ltd makes no representations about the suitability of this information; it is provided “as is” without warranty of any kind. If an error is made or a product is listed at an incorrect price, Veterans Off The Streets Australia – VOTSA Ltd shall maintain the right to refuse or cancel any orders placed. If the order has been confirmed and charged to your credit card, Veterans Off The Streets Australia – VOTSA Ltd shall immediately issue a refund.

If we are unable to supply / deliver your order we will contact you within five (5) days of receiving your order.

## **8. Limitation of Liability**

Veterans Off The Streets Australia – VOTSA Ltd shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages: the maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product.

If any product ordered by you arrives damaged or is not of acceptable quality you may have:

(a) legal rights and remedies in Australia under the *Australian Consumer Law 2010* (ACL) and other rights under other consumer laws applying in each Australian State and Territory; and/or

(b) the legal right to have the product repaired or replaced or to receive a refund of the price paid by you for the product.

If the defect in the product constitutes a major failure within the meaning of the ACL you are entitled to choose between either a full refund or a replacement product. Any replacement products must be of the same type and value as the product purchased. Your right to a replacement product is also subject to availability. If a replacement product is not available, we will provide you with a full refund.

If the defect in the product is a minor failure within the meaning of the ACL we may, at our absolute discretion, offer you either a full refund, a replacement product or to repair the product.

## **9. All Sales Made in Australian Capital Territory**

All sales shall be deemed made in the Australian Capital Territory regardless of the location of the Customer. The Customer agrees that any dispute with Veterans Off The Streets Australia – VOTSA Ltd shall be brought by the Customer exclusively in the state or federal courts situated in the Australian Capital Territory

## **10. General**

Veterans Off The Streets Australia – VOTSA Ltd warrants that it has good title to all products it sells. In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale, and the remaining terms shall continue in full force and effect.

## **11. Australian Dollars**

All transactions are processed through the website in Australian dollars.