

# apaiser™

## Terms and Conditions

These terms and conditions relate to and in their description govern the purchases of any goods or services from "apaiser" (a trading name of Apaiser Pty Ltd – ABN 86 016 790 618).

### **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

By payment of a deposit you agree to purchase and agree to these terms, conditions and disclaimers as amended from time to time ("Terms and Conditions") and acknowledge that you have read and understood these Terms and Conditions. By purchasing any goods, you expressly agree to be bound by these Terms and Conditions. "apaiser" reserves the right to amend the Terms and Conditions at any time. Any amendment will be effective immediately. Your continued purchase after any amendment constitutes an agreement by you to comply with and be bound by the amended Terms and Conditions.

#### **1. USER INFORMATION**

All information provided by you when you place an order with us is referred to in these Terms and Conditions as "Purchaser Information". When you provide any Purchaser Information you are representing and warranting that all of the information provided is true and correct and you agree to indemnify "apaiser" for any losses, costs, expenses or damages that apaiser may suffer if any of this information is not correct. The goods offered for sale by "apaiser" are only available to individuals who can make legally binding contracts. The goods are not available to persons under the age of 18 years old and any other persons who are legally prohibited from entering into binding contacts.

#### **2. ORDERING GOODS**

Any order and deposit placed by you is an offer by you to purchase a particular good for the price (including the delivery and other charges specified) at the time you placed your order. "apaiser" reserves the right to accept or reject your offer for any reason, including without limitation, the unavailability of any goods, an error in the price or of the goods description. There may be reasons why "apaiser" cannot fulfil your order. Therefore, your contract with "apaiser" only comes into existence when "apaiser" advises that it has accepted your order and receipt of your payment has been confirmed. Once you place your order and full payment is made, you agree that you are not entitled to withdraw or modify your commitment made for the purchase of any goods for any reason, including without limitation, due to any delay in delivery.

#### **3. PRICING**

Prices of all "apaiser" goods, delivery and other charges are in Australian dollars and are current at the time of issue, but may change at any time and are subject to availability. The availability of goods may change from time to time. You are responsible for any taxes, duties or other liabilities imposed by any government or agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any goods acquired or ordered by you including the amount, if applicable to you, of the Australian Goods and Services Tax.

#### **4. TITLE AND RISK**

"apaiser" will retain title to the goods you order until you have made payment in full for those goods, but all risk in the goods will pass to you on dispatch from "apaiser" at 4 Claremont Avenue, Malvern VIC 3144 Australia.

#### **5. DELIVERY and STORAGE**

We can assist you with the arrangement of delivery of your goods to the kerbside at the agreed destination once payment has been made in full. For credit card purchases, payment in full will occur once authorisation of your credit card details is received by us. For purchases made by cheque, payment

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in full will occur once the cheque is cleared. Apaiser will store your items for no longer than 21 days free of charge after you have been notified of their arrival in store by email or phone. Apaiser reserves the right to charge commercial storage charges after that period has elapsed.

## **6. DISCLAIMER AND LIMITATION OF LIABILITY**

The Trade Practices Act 1974 (Cwlth) and similar State and Territory Legislation in Australia may confer rights and remedies on you in relation to the provision of goods or services by "apaiser" which cannot be excluded, restricted or modified ("non-excludable rights"). "apaiser" does not exclude any of these non-excludable rights, but does exclude all other conditions and warranties implied by custom, law or statute. Except as provided by the non-excludable rights, "apaiser" itself, nor any of its directors, employees, agents or representatives makes any representation or warranty as to the reliability, accuracy or completeness of any information provided and none of them accept any responsibility arising in any way (including negligence) for errors in, or omissions from such information. "apaiser" makes no warranty that any goods advertised will meet your requirements. Information relating to goods and services has been prepared in accordance with Australian law for the supply of goods and services in Australia only. You agree to indemnify "apaiser" for any losses, costs, expenses or damages "apaiser" may suffer as a consequence. "apaiser" will in no way be liable for any indirect, incidental, special or consequential damages, resulting from your use of any "apaiser" product or goods. To the fullest extent permitted by law, "apaiser's" liability for breach of any implied warranty or condition, which cannot be excluded, is limited at the option of "apaiser".

## **7. RELEASE AND INDEMNITY**

You waive, release, forgive, discharge and relinquish any or all claims that you now have or may have against "apaiser", its directors, employees, agents and representatives, which are connected with, arise out of, relate to, or are incidental to any transaction. You agree to indemnify "apaiser", its directors, employees, agents and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by "apaiser", its directors, employees, agents and representatives arising out of or in connection with the performance of its duty as described in the Terms and Conditions including any legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. You further agree to indemnify "apaiser", its directors, employees, agents and representatives from any claim or demand.

## **8. MISCELLANEOUS**

These Terms and Conditions are governed by and are to be construed in accordance with the laws of Victoria, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Victoria. If any provision of these Terms and Conditions are found to be invalid or unenforceable by a Court of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions, which will continue in full force and effect. All rights not expressly granted in these Terms and Conditions are reserved. All products are made of natural and reconstituted stone and as such, natural variations in shade and colour must be anticipated. If there is any doubt relating to the colour or durability of the product, the purchaser should contact the Company for information prior to the goods being fixed in location. In any event, the Company will not be liable for any claim whatsoever arising from or in relation to the goods once, they have been fixed into place. No guarantee is given against crazing or scratching and no claim will be recognized after the products are fixed in location. All products are handmade by expert craftsmen from carefully selected materials. Markings and irregularities may be apparent, are natural characteristics and should not be considered imperfections. Upon receipt you have 48 hours to refer any defects or damage to apaiser, in writing. This may be either by fax to 03 9421 5733 or by email to [info@apaiser.com.au](mailto:info@apaiser.com.au) . Any claims made after that time will not be considered unless they relate to defects in manufacturing or the performance of the product for which apaiser provides a full guarantee.

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