



Terms & Conditions

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1. Interpretation

1.1 In these Terms:

- “Business” means Hanks Optometry Trust (ABN 15 765 921 432).
- “Customer” means the purchaser of Goods from the Business.
- “Goods” means all goods sold and/or delivered by the Business to the Customer.
- “Terms” means these terms and conditions of sale.

2. Application

2.1 These Terms apply to all contracts for the sale of Goods by the Business.

2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Business unless confirmed by the Business in writing.

2.3 The Customer acknowledges that no employee or agent of the Business has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.

3. Prices

3.1 Prices are determined at the time of order and, prior to payment, are subject to change without notice.

4. Payment

4.1 Payments are to be made to the Business without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

4.2 The invoice price must be paid when placing an order.

4.3 Interest is payable on all overdue accounts calculated on a daily basis at the rate of 1.5% per month as from the date due for payment until payment is received by the Business.

5. Delivery

5.1 The normal expected delivery time for Australian orders is 5 business days.

5.2 The normal expected delivery time for International orders is 10 to 21 days, depending on the location and the delivery infrastructure for the relevant country.

5.3 All expected delivery times are subject to unforeseen delays or back-order situations. In these cases the Customer will be contacted by the Business and advised about the updated delivery time. Payment for the order will not be processed by the business until the Customer’s order is processed.

5.4 The Customer must, within 5 days of being notified of their availability, collect or accept delivery of the Goods and pay any outstanding balance of the invoice price.

5.5 If the Customer fails to collect the Goods or accept delivery within 21 days of being notified of their availability, the Business may terminate this contract, keep the deposit and resell the Goods.

5.6 In addition to clause 4.4, the Business reserves the right to charge the Customer storage on goods not collected or delivered within 5 days of notification of their availability at the rate of \$35.00 per week or part thereof.

5.7 The Business reserves the right to deliver the Goods in whole or in instalments, as well as to deliver prior to the date for delivery and, in such event, the Customer must not refuse to take delivery of the Goods.

5.8 Any failure on the part of the Business to deliver instalments within any specified time does not entitle the Customer to repudiate the contract with regard to the balance remaining undelivered.

6. Title

6.1 Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds.

7. Risk and Insurance

7.1 The Goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or on collection, even though title in the Goods has not passed to the Customer at that time.

7.2 The Customer must, at its own expense, maintain the Goods and insure them for the benefit of the Business against theft, breakdown, fire, water and other risks as from the moment of delivery to the Customer and until title in the Goods has passed to the Customer.

8. Inspection

8.1 Unless the Customer has inspected the Goods and given written notice to the Business within 2 days after collection or delivery that the Goods do not comply with the relevant specifications or descriptions, the Goods are deemed to have been accepted in good order and condition.

9. Cancellations

9.1 No order may be cancelled, modified or deferred without the prior written consent of the Business (which is at the Business's sole discretion). If such consent is given it is, at the Business's election, subject to the Business being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 20% of the invoice price of the Goods).

10. Limited Liability

10.1 These Terms do not affect the rights, entitlements and remedies conferred by the Trade Practices Act 1974.

10.2 The Business is not subject to, and the Customer releases the Business from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Business is not:

- (a) responsible if the Goods do not comply with any applicable safety standard or similar regulation; and
- (b) liable for any claim, damage or demand resulting from such non-compliance.

10.3 If any statutory provisions under the Trade Practices Act 1974 or any other statute apply to the contract between the Business and the Customer (Contract) then, to the extent to which the Business is entitled to do so, the Business's liability under the statutory provisions is limited, at the Business's option, to: (a) replacement or repair of the Goods or the supply of equivalent Goods; or (b) payment of the

cost of replacing or repairing the Goods or of acquiring equivalent goods; and in either case, the Business will not be liable for any consequential loss or damage or other direct or indirect loss or damage.

11. Warranty

11.1 All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.

11.2 On discovery of any defect in the Goods, the Customer must immediately notify the Business in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of the Business to do so.

11.3 The provisions of any act or law (including but not limited to the Trade Practices Act 1974) implying terms, conditions and warranties, or any other terms, conditions and warranties which might otherwise apply to or arise out of the Contract are hereby expressly negated and excluded to the full extent permitted by law.

11.4 The Customer expressly acknowledges and agrees that it has not relied upon, and the Business is not liable for any advice given by the Business, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

12. Returns & Refunds

12.1 Satisfaction is guaranteed by a 7 day return policy, with a full refund less the delivery charges.

12.2 You can return an item to us for a refund or exchange if you have a change of mind (no products are excluded) within 7 days of purchase and the item is unused; or you received a damaged and/or faulty item; or you received an incorrect item.

12.3 The number of your receipt or tax invoice is required upon return or exchange.

12.4 Please allow 3 – 5 business days for your refund to process and appear back in the same account used to place your Order.

12.5 Please note, delivery and service fees are non-refundable.

12.6 Our Returns policy is in addition to your rights under the Australian Consumer Law because we want you to be happy with your purchase. Please read the above carefully to ensure you are fully aware of your rights under this policy and our obligations to you.

13. Display and Samples

13.1 Any display product or sample inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample.

14. Contract

14.1 The terms of the Contract are wholly contained in these Terms and any other writing signed by both parties. The Contract is deemed to have been made at the Business's place of business where an order was placed and any cause of action is deemed to have arisen there.

15. Force Majeure

15.1 The Business will not be liable for any breach of contract due to any matter or thing beyond the Business's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident.

16. Waiver of Breach

16.1 No failure by the Business to insist on strict performance of any of these Terms is a waiver of any right or remedy which the Business may have, and is not a waiver of any subsequent breach or default by the Customer.

17. No Assignment

17.1 Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Business, which is at the Business's absolute discretion.

18. Severability

18.1 If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

19. Governing Law

19.1 These Terms and the Contract shall be governed by the law of New South Wales and the parties submit to the courts of New South Wales in respect of any dispute arising.
