

Terms and Conditions – richardmilitaryparts.com.au

Information and Acceptance

Use of this website is governed by the following terms and conditions, which when accepted, constitute an agreement between you the Customer and the Seller richardmilitaryparts.com.au. Use of this website indicates acceptance of the following terms and conditions. If you do not agree to these terms and conditions you should not use this site. We may amend the terms and conditions at any time.

Using this site

You agree that you are solely responsible for the accuracy and completeness of all the information and documentation you provide us while using this website.

Security

Notwithstanding our efforts to ensure that this site is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others.

Warranty

You acknowledge that access to the website may not be continuous, uninterrupted or secure at all times and that access may be subject to factors or circumstances outside of our control. You acknowledge that the website is not error free and electronic information provided by you or us may be lost or corrupted. We do not warrant the accuracy, adequacy or completeness of any material on this website.

Liability

Subject to any responsibilities implied by law that cannot be excluded, we are not liable to you for any loss, damage, claims, liabilities, expenses (including without limitation legal costs and settlement costs) whatsoever arising out of or attributable to any content. This also applies to other material or loss, corruption of documents or information provided by us or by you using the website whether in contract, tort (including negligence), statute or otherwise.

Indemnity

You agree to indemnify and to hold us harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions or your infringement of any rights of a third party.

General

You acknowledge that all information contained in this website is subject to change without notice. Prices are indicative and must be confirmed due to the quantity and frequency of the production runs. The headings in these terms and conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these terms and conditions. These terms and conditions comprise the entire understanding and agreement between you the Customer and us the Seller.

Terms and Conditions – Quotation or Sale Interpretation

Unless otherwise inconsistent with the context the following words will have the following meanings:

Customer means the person, firm or entity making a purchase, quotation or requesting information.

Price means the amount in respect of the relevant goods.

Goods means those goods, the subject matter of and particularised in the relevant quotation or invoice, as the case may be.

Seller means richardmilitaryparts.com.au

Payment

Unless otherwise agreed in writing, the customer must pay the price to the Seller prior to dispatch or commencement of production.

Payment shall be deemed to have been made when

In case of Visa or Mastercard – on the date upon it is cleared or confirmed by banker.

In case of PayPal – on the date upon it is cleared or confirmed by banker.

Price

The price is exclusive of all and any valued added tax or duty which may be imposed in relation to the supply of the Goods by the Seller. All such taxes and duties will be paid and borne by the Customer and will be notified when applicable.

Delivery

Goods will be delivered by the most economical means as determined by the Seller or negotiated with the Customer. All freight charges and other delivery costs including insurance premiums shall be at the cost of the Customer, unless the parties shall otherwise agree.

Risk

The risk in the goods passes to the Customer upon delivery to the carrier commissioned by the Seller. The Customer must ensure that adequate insurance protection is obtained.

Claims

Richardmilitaryparts.com.au shall not be obliged to recognise, and otherwise shall have no legal responsibility for any claims unless the Customer has given notice within 7 days of the date on which the goods in question were delivered. No refund will be given should the Customer return any such goods after that date, except at the discretion of the Seller.

Should the Customer consider that it has any claim against the Seller it shall:

Immediately upon becoming aware of any problem, send an email to the Seller detailing the nature of the claim and provide supporting evidence. If, after investigation, it is determined that the goods are faulty or incorrectly supplied, a replacement will be sent or refund of payment made. The delivery charges of the return of faulty or incorrectly supplied goods and the resupply of correct goods will be at the cost of the Seller.

All goods returned shall be in their original packaging and should not be misused, modified, used incorrectly or subject to normal wear and tear.

The Customer acknowledges and agrees with the Seller that: the methods and Conditions of application and use of the goods supplied are beyond the control of the Seller, and in particular the Seller takes no responsibility for the installation, repair or maintenance of any goods supplied by the Seller but which is undertaken by a third party.

Title

Title in the goods will remain vested in the Seller and shall not pass to the Customer until payment for the goods has been made in full and until all other sums owing by the Customer to the Seller under any other contract for the sale of goods have been paid to the Seller.

Warranty

All products sold by the Seller are warranted to be free of faults and will perform the job for which they have been designed. This warranty does not cover goods which have been misused, modified, abused, used incorrectly, or have been subject to normal wear and tear.