

WEBSITE TERMS AND CONDITIONS

General Terms and Conditions

These Terms and Conditions constitute a contract between the customer (you) and AMI Sales ABN 88 569 498 390 known as ("AMI Sales") registered in Australia.

These terms and conditions apply to the ordering, purchase, fulfillment and delivery of Products from www.amisales.com.au website

Please read the following Terms and Conditions carefully before placing your Order. These Terms and Conditions contain important information about the ordering, processing, fulfillment and delivery of goods, including limitations of liability.

Some Products You Order on the Website are offered and supplied by AMI Sales Australia, and some Products You Order are offered and supplied by a third party manufacturer. The website Product listing states the offer or/and supplier of each Product. Products which are offered and supplied by AMI Sales are those Products which carry the following brands, but are not limited to, "Sleipner", "Tecma", "OceanLED", "McMurdo", "Oceanair", "Scanstrut", "Raritan", "Hepworth", "Polyform", "Banten", "Ismart", "KNS", "Den Haan", "Inmarsat", "Sanshin", and associated ancillary items. ("Other Products").

If you do not understand these Terms and Conditions or if you have any questions, then please email our team at wa@amisales.com.au, and a representative will be happy to help you.

1. Agreement

1.1 In these Terms and Conditions "We", "Our" or "Us" means AMI Sales; and "You" or "Your" means the person who accepts these Terms and Conditions, by using this Website and associated software, networks and processes, including the purchase of Products or services through the Website.

1.2. By browsing the Website, or placing an Order, You agree to these Terms and Conditions as set out below, which constitutes a legally binding Agreement between Us and You for the supply of Products.

1.3. The Agreement together with your Order constitute the entire agreement between Us and You for the supply of Products. The Agreement cannot be varied unless we agree to vary it in writing or by email.

2. Legal capacity

2.1 If you are under the age eighteen (18) years you cannot place Orders with AMI Sales. By accepting this Agreement, you acknowledge that you are over the age of eighteen (18) years.

3. Website Use

3.1. The Website may contain links to other web sites. Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked web sites.

3.2. You must ensure that your access to, or use of the Website is not illegal or prohibited by laws which apply to You.

3.3. You must take Your own precautions to ensure that Your process for accessing the Website does not expose You to risk of viruses, malicious computer code or other forms of interference which may damage Your computer system. We take no responsibility for any such damage which may arise in connection with Your use of the Website.

4. Pricing

4.1 All prices displayed on the Website are subject to change at any time without notice.

4.2 All prices listed on the Website exclude Delivery Costs. Delivery Costs are shown separately on an Order.

5. Product Specifications

5.1 Features and specifications of Products described or depicted on the Website are subject to change without notice.

5.2 All weights and dimensions of Products described in the Website are approximate.

6. Orders

6.1 You may place an Order by following the instructions on the Website.

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6.2 Orders will be deemed to have been received by (as the case may be) sends an Order confirmation to Your nominated e-mail address.

6.3 AMI Sales is an online business and will primarily communicate with Customers via e-mail. It is the Customer's responsibility to ensure the correct contact details are entered and that the nominated e-mail address is regularly checked for correspondence.

6.4 AMI Sales (as the case may be) may cancel Your Order at any time prior to dispatch of the Products.

6.5 In the event of a cancelled Order, funds paid in relation to that Order will be refunded in full. You will be provided with e-mail confirmation of the cancellation and refund.

6.6 AMI Sales does not accept any responsibility for Orders that are declined, delayed or not accepted due to disruptions with internet connections.

6.7 AMI Sales will not be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of AMI Sales (or their affiliates), and AMI Sales will be entitled to a reasonable extension of time for the performance of such obligations.

7. Payment

7.1 You may provide your nominated credit card during the purchase process described on the Website.

7.2 Payment for Orders will be processed immediately upon confirmation of Your Order.

7.3 If Your nominated payment method triggers Our fraud prevention protocols, We may contact You to confirm additional details, or rescind the transaction. In this case, until your Order has passed Our fraud prevention protocols Your Order will not be fulfilled. If you do not provide the requested information within up to 7 days, your Order will be cancelled and Your payment will be refunded back to the method in which you paid. These information requests are sent to help protect credit card holders from online fraud.

8. Delivery and ownership of the goods

8.1 We try to ensure that all Products are delivered in a prompt and timely manner. However, from time to time, it is possible that shipping and other factors outside of Our control may result in delays. AMI Sales does not accept any liability for loss or damage suffered by anyone as a result of any such delays.

8.2 The date of dispatch listed on the Website is the estimated date of dispatch as is reasonably estimated by AMI Sales (as the case may be) and is subject to change without notice. Where scheduled dispatch of a Product is delayed by more than one week, Customers will be notified by e-mail via the e-mail address nominated in their Order.

8.3 AMI Sales will not deliver Products to PO Box addresses.

8.4 Where a Customer gives written authority for Products to be delivered without a signature, any and all included insurance cover will be voided.

8.5 The couriers or postal services nominated by AMI Sales will deliver Products during local business hours (9am to 5pm, Monday to Friday).

8.6 AMI Sales is not responsible for the delivery times of Products. Once Products have been dispatched, it is the Customers responsibility to liaise with the courier nominated by AMI Sales (as notified to the Customer) in relation to date and time of delivery. AMI Sales will not be liable for any inaccuracy of information provided to Customers relating to the date and time of delivery.

9. Faulty or damaged goods

9.1 AMI Sales will repair or replace Faulty or Damaged Products in accordance with these Terms and Conditions and the applicable Standard Warranty.

9.2 Where a Good is a Faulty or Damaged Good within the first 7 days after delivery or is already a Faulty or Damaged Good upon delivery, and the Customer notifies Us of the nature of the fault or damage within the first 7 days after delivery, then AMI Sales (as the case may be) will:

(a) replace the Faulty or Damaged Good with a replacement Good; or

(b) if AMI Sales is not able to provide a replacement Product, We will refund the Customer the purchase price including the Delivery Cost.

9.3 Where a replacement Good is available, and the Customer elects to receive a refund instead of a replacement Good, the refund will be for the amount of the purchase price excluding the Delivery Cost.

9.4 The 7 Day period will commence on the date that the Customer accepts delivery of their Product. Where there is no proof of delivery, this date will be assumed to be 3 business days from the date of dispatch of the Product.

9.5 Outside of this 7 Day period, faults will be dealt with in accordance with the applicable Standard Warranty and/or relevant contractual terms implied by statute.

9.6 Where Products are already Faulty or Damaged Products upon delivery, We require photographic evidence of the damage to be e-mailed to wa@amisales.com.au before authorising return of the Products.

9.7 AMI Sales (as the case may be) reserves sole discretion to determine whether the Products are Faulty or Damaged Products in accordance with this clause 9. AMI Sales reserves the right to have a Good assessed by an authorised repair centre of AMI Australia's choice.

9.8 AMI Sales (as the case may be) may seek reimbursement of any costs incurred when the Product is found to be in good working order.

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10. Refunds and returns

10.1 All refunds under these Terms and Conditions may take up to 10 business days to be processed.

10.2 In order to facilitate a return under these Terms and Conditions, e-mail wa@amisales.com.au

10.3 The Customer must comply with directions from staff to facilitate a return.

10.4 Returned Products must be returned in their original packaging with all accessories, and must be in a re-saleable condition.

10.5 It is the Customer's responsibility to ensure that returned items are returned safely. We take no responsibility for Products lost in transit.

11. Warranties

11.1 Each Product sold on the Website is covered by a 12 month Standard Warranty (The warranty details can be viewed here: [www.amisales.com.au services/support](http://www.amisales.com.au/services/support)).

11.2 To the extent permitted by law, the Standard Warranty is provided in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.

11.3 We will carry spare parts for each Product for the length of the Standard Warranty period (1, 3 or 5 years as the case may be). We do not guarantee the availability of spare parts outside of these periods. Where a Product is outside of warranty, AMI Sales reserves the right to refuse to supply spare parts where limited stock is available.

11.4 Statutory conditions and warranties may apply. Nothing in these Terms and Conditions excludes the application of those statutory conditions and warranties.

12. Liability

12.1 We will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

12.2 Our maximum aggregate liability for any Product supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) in question.

13. Intellectual Property

13.1. All Intellectual Property in any Material on the Website is the property of AMI Sales. Unless expressly authorised under these Terms and Conditions or otherwise, you may not reproduce, adapt, modify, display, perform or distribute any Material or any part of any Material.

14. Privacy

14.1 By placing your Order or otherwise contacting AMI Sales, you agree that We may store, process and use data collected from your Order for the purposes of processing your Order. By placing your Order or otherwise contacting Us, you also agree that we may use such data, other than credit card details, in order to provide you with information from time to time on other AMI Products that may be of interest to you. You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will correct it on your written request. Please refer to our Privacy Policy.



Australian Offices:

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Brisbane (07) 5540 6800

ACN 009 010 422 / ABN 88 569 498 390

Sydney (02) 9816 7100

Adelaide (08) 8249 3200

International Offices:

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Visit us online: www.amisales.com.au