

## Terms of Trade [1]

### **TERMS OF TRADE**

#### **Acceptance**

The Reclink Australia website ("website") is owned and operated by Reclink Australia trading as Reclink Australia A.B.N. 53 046 843 443). Your use of the website and purchase of any Goods/Merchandise ("Products") is conditional upon your acceptance and compliance with the terms, conditions, policies, safety instructions & guidelines, notices and disclaimers ("Terms & Conditions") set out in this website or as supplied with the Products. You should read them immediately. Your use of the website or purchase of the Products constitutes your agreement to the Terms & Conditions. ?The website is designed so that you cannot proceed to checkout and purchase items on this website without accepting these Terms and Conditions of Sale. To proceed to our checkout area you must first acknowledge your acceptance of our Terms and Conditions by ticking a checkbox on our Shopping Cart Summary page, there is no other means on the website to proceed to checkout without completing this action first.? Reclink Australia reserves the right to amend the Terms & Conditions at any time and without notice to you. Your continued use of the website after any amendment becomes effective constitutes an agreement by you to be bound by the Terms & Conditions, as so amended.

#### **Capacity**

The Products on this website are only available for sale to individuals who can make legally binding contracts. The Products are not available to persons under the age of 18?years and to any other person who are legally prohibited from entering into binding contracts. ?By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years.

#### **Strict Compliance - Terms & Conditions**

It is a condition of purchase that customers maintain responsibility for the usage of the items they purchase. Reclink Australia shall not in any way be liable for any injury or loss incurred by the use of any product purchased from this website.

#### **Prices?**

Prices of Products and any service, handling, delivery and other charges displayed on this website are current at the time of issue, but may change at any time and without? notice and the Products are subject to availability. All prices quoted on this site are in Australian Dollars (AUD) and include the Goods and Services Tax (GST).

## **Purchasing from our website**

We reserve the right to accept, refuse or limit your order for any reason, including, but not limited to the unavailability of Products. Any acknowledgement of your order by us does not constitute an acceptance of your order, but is only a record of your offer to purchase a particular item at a particular price. We will process and ship your order once payment has been verified and received in full and that Reclink Australia is satisfied with the integrity of the order. Orders placed on a weekend or a Public Holiday will not begin payment processing until the next business day. Acceptance of your offer to purchase will only occur once you receive an email from us confirming shipment of the goods you have ordered. The email will have a subject title of: Order Confirmation.

## **Shipping and Delivery Policy**

Products are normally shipped via Australia Post. Delivery can take up to 10 business days (Monday to Friday excluding Victorian Public Holidays).

We will use all reasonable efforts to deliver your Products to you within the estimated delivery time indicated on your Order Confirmation; however, we do not guarantee that we will deliver within this time frame.

## **Customers in Australia**

For shipping to delivery addresses within Australia, we offer two options; Regular or Fast. Charges are based on weight, size and location. Regular shipments are sent via Australia Post Parcel Post. The Fast method uses Australia Post Express Post. In whichever case, the customer will be responsible for the cost of shipping and/or handling. Orders cannot be shipped to a Post Office Box.

## **International Customers**

We ship our Products to anywhere in the world. For International delivery addresses, we also offer two basic alternatives: Regular or Fast. Regular Shipments are sent via Australia Post Airmail. The faster method uses Australia Post's EMS International Courier Service. Charges are based on weight, size and delivery location. Orders from International customers cannot be shipped to a Post Office Box or similar address.

International Customers should be aware and are responsible for the following:

any import requirements or restrictions, licences, duties, taxes and/or government charges that may apply to the Products in your country; and

any additional freight, postal or other charges that may be imposed over and above what would normally be incurred (For example, Redelivery charges (if any) if no one is available at the delivery address to accept the Products when first delivered).

## **Handling of Orders**

Orders are usually dispatched within 10 days of receipt of confirmation of payment of your order. From time to time some Products may run out of stock. If one or more items are delayed (due to no stock) for more than 10 business days from when you place your order, we will contact you via email asking you for instructions on how we should proceed with your order. It may take up to 30 days or more for some items not in stock to arrive, depending on when we placed our order with our suppliers and depending on our supplier having the item in stock. Under such circumstances, we can ship the "in stock" items (if any) to you first and the balance when it arrives in stock.

### **Lost in transit**

Lost in transit goods cannot be replaced until an investigation has been completed by Australia Post or the courier service used to deliver those goods.

### **Title, Insurance & Risk**

Ownership of the Products shall remain with Reclink Australia until payment is received in full. The risk in the Products purchased will, unless otherwise agreed by Reclink Australia in writing, pass to you upon delivery to a carrier commissioned by Reclink Australia to deliver the Products to you. Reclink Australia also does not accept responsibility for any damages, losses or liability for whatever reason arising from the following:?

- Late delivery of an order;?
- Cancellation of or inability to fulfil an order.

All products sent through Reclink Australia are automatically sent with up to \$100 insurance coverage with Australia Post.

### **Refund/Return Policy**

Any Products returned for a refund or exchange must be returned within 20 days of purchase. You must email our customer service staff at Reclink Australia to obtain a Return Authority Number (RAN). We will then email or fax to you a Return (RAN) Form that must be completed by you. This completed Form must be returned to us, along with the Products being returned (in its original packaging and in a resaleable condition). It is suggested that the returned Products be shipped by Australia Post and insured for your protection. The return shipping cost will be at your expense as will the original shipping cost of the order (you are responsible for shipping & handling costs both ways).

Defective Products: In respect to defective Products and/or manufacturer's defects, please include a brief note describing the defect together with your Return (RAN) Form. We reserve the right to investigate, and test the Products (if at all possible) to establish the reason for the Products being defective. Defective Products will be replaced or refunded within 14 days of receipt of the returned Products. For Products that are deemed not defective, you will be charged a restocking fee equal to your original orders shipping & handling cost, plus 15% of that cost. You must include with your exchange/return your Return (RAN) Form or we will not process your return. Products, defective or not, that have been installed, used or operated in breach of our Terms & Conditions or have been altered in any way, subject to misuse are not eligible for a refund or exchange.

### **Credit Card Payments - PayPal**

PayPal is our payment gateway. We use safe and secure methods of processing credit card transactions directly linked to the banks/credit card companies systems. If a credit card fraud has been committed please contact your bank/credit card provider immediately. Due to fraudulent behaviour we request you do not email us directly your credit card details as this is not a secure mode of communication. Please use our secure online Order Form. Alternatively, you can use our pay by cheque/money order option on the website and print out an Order Form and

either post or fax it to us at Reclink Australia directly. Our fax number and our postal address are listed below. Please also note, we will not send you an email requesting your credit card, bank account or any password or user name details. Do not give these details out unless you can verify whom you are corresponding or communicating with. This website takes precautions to protect our users' information. When you submit sensitive information via the website, we endeavour to protect your information both online and off-line. When our registration/order form asks you to enter sensitive information (such as credit card number), that information is encrypted and is protected with encryption software known as 128-bit Secure Sockets Layer (SSL) on the PayPal website. See our Privacy Policy for further details. We do not store any credit card details.

### **Company Contact Details**

Postal: PO BOX 201, South Melbourne VIC 3205

Fax: (03) 9419 6672

Email: [reclink@reclink.org.au](mailto:reclink@reclink.org.au) [2]

### **Goods/Merchandise/Product Descriptions**

Reclink Australia, its dealers, agents, representatives and/or its employees attempt to be as accurate as possible. However, Reclink Australia does not warrant that Product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a Product offered by Reclink Australia itself is not as described, your sole remedy is to return it in unused condition for a refund.

### **Disclaimer Of Warranties And Limitation Of Liability**

This site is provided by Reclink Australia on an "as is" and "as available" basis. Reclink Australia makes no representations or warranties of any kind express or implied, as to the operation of this site or the information, content, materials, or Products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by law, Reclink Australia disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Reclink Australia does not warrant that this website, its servers, or e-mail sent from Reclink Australia are free of viruses or other harmful components. Reclink Australia will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain state or other country laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

### **Export Restrictions**

Currently, at the time of publishing these conditions, there are no known export restrictions. However, Reclink Australia reserves the right to refuse, without liability or giving reason, any order for delivery to any country or location as it deems fit.

### **Limits Of Responsibility**

We accept no responsibility for any liability, loss, damage, death or injury whatsoever in connection with the use of the Products or this website howsoever caused. 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.

### **Disputes & Applicable Law**

Reclink Australia shall use its best endeavours to quickly and effectively resolve any dispute in relation to your visit to this website, purchase of any Reclink Australia ' Products or these Terms & Conditions, and by visiting Reclink Australia website, you agree that the laws of the State of Victoria, Australia will govern any such dispute that might arise between you and Reclink Australia or its dealers, agents, representatives and/or its employees.

*(Terms of Trading last updated:)*

## RETURNS POLICY

### Returns

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You must include with your exchange/return your Return (RAN) Form or we will not process your return. Products, defective or not, that have been installed, used or operated in breach of our Terms of Trading or have been altered in any way, subject to misuse are not eligible for a refund or exchange.

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**Source URL:** <https://www.reclink.org/terms-trade>

### Links

[1] <https://www.reclink.org/terms-trade>

[2] <mailto:reclink@reclink.org.au>