#### **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of www.snowsafety.com.au (the "Site"). This Site is owned and operated by Snow Safety Australia. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

# **Intellectual Property**

All content published and made available on our Site is the property of Snow Safety Australia and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

# **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Scientific Equipment.

The following services are available on our Site:

- Training.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

#### **Payments**

We accept the following payment methods on our Site:

- Credit Card.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Australia Post.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside Australia your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

## **Consumer Protection Law**

Where the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Website Terms and Conditions Page 2 of 3 ©2002-2023 LawDepot.com® Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

**Limitation of Liability** 

Snow Safety Australia and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees

from your use of the Site.

**Indemnity** 

Except where prohibited by law, by using this Site you indemnify and hold harmless Snow Safety Australia and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions,

claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site

or your violation of these Terms and Conditions.

**Applicable Law** 

These Terms and Conditions are governed by the laws of the State of New South Wales.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be

removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes** 

These Terms and Conditions may be amended from time to time in order to maintain compliance

with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post

a notice on our Site.

**Contact Details** 

Please contact us if you have any questions or concerns. Our contact details are as follows:

0402 785 464

info@snowsafety.com.au

PO Box 101 Jindabyne NSW 2627

Effective Date: 1st day of July, 2020