



# 1 Web Site and Conditions of Use

## 1. General

By accessing this web site, you are agreeing to be bound by these web site and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

## 2. Disclaimer

The content on the Vision Supply website are provided "as is". Vision Supply makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Whilst Vision supply does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the products on its Internet web site or otherwise relating to such products or on any sites linked to this site.

## 3. Limitations

In no event shall Vision supply or its mentioned suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Vision supply Internet site, even if Vision supply or authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## 4. Revisions

The content & products appearing on the Vision supply web site could include technical, typographical, or photographic errors. Vision Supply does not warrant that any of this information is accurate, complete, or current. Vision Supply may make changes to the content contained on its web site at any time without notice. Vision supply does not, however, make any commitment to update the content. Vision Supply encourages visitors to confirm stated content by checking directly with the product suppliers.

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## 5. Links

Vision Supply has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Vision Supply of the site. Use of any such linked web site is at the user's own risk.

## 6. Site of Use Modifications

Vision Supply may revise these of use for its web site at any time without notice. By using this web site, you are agreeing to be bound by the then current version of these and Terms & Conditions of Use.

## 7. Governing Law

Any claim relating to Vision Supply web site shall be governed by the laws of the State of Western, Australia without regard to its conflict of law provisions.

General and Conditions applicable to Use of a Web Site.

## 8. Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy. Vision Supply does not generally ask for visitor personal information, however should visitor information be provided to Vision Supply then the following applies;

Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

We will only retain personal information as long as necessary for the fulfilment of those purposes.

We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

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Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

## 2 Terms & Conditions

### 1. Returns

You have the right to cancel your order either before delivery, or within 7 days of delivery. This does not affect your statutory rights.

In case you change your mind and would like a refund, there is a restocking fee of 20%. The goods must be returned in its original packaging, delivery to our nominated facility at your cost.

If goods are agreed to be returned, all items must be returned to us in a saleable condition and we reserve the right to make any reasonable deductions from the amount refunded to you if there are signs of wear and/or damage to the goods.

All returned Goods must be returned smartly and securely repacked within their original packaging.

Assembled & self-assembly products must be returned unused and in their original packaging and cannot be returned once assembled or part assembled unless confirmed as defective or damaged in transit.

Vision Supply does not accept responsibility for covering return transportation cost of the Goods and cannot be held responsible for any damage/loss occurring in return transit.

Goods must be returned to an agreed address supplied by Vision Supply

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Refunds will only be issued once the goods have been received back to Vision Supply and checked.

Refunds will only be made to the original payment card/PayPal account used for purchase.

Your statutory rights are not affected.

## 2. Delivery

Delivered items are assumed to have been *received in good condition*, when the delivery paperwork is signed. It is the sole responsibility of the customer to check the goods before signing the delivery paperwork. An item signed for, cannot be subject to a claim if the damage is not noted on the delivery paperwork.

Any damages or missing boxes/parts must be logged with us via email within 48 hours of receiving the delivery. We require photographs wherever possible, a full and detailed description of the issue, your order number and your proof of delivery receipt information.

The sooner we are alerted to a problem the sooner we can resolve it for you. If we do not hear from you within the first 48 hours we may not be able to assist.

Please note – it is your responsibility to check the packages upon delivery. Signing for items as 'Received unchecked' or 'Unseen' will prevent us from being able to accept a return.

If in the unusual event that a parcel is delivered damaged, please make a clear note of this on the delivery note or refuse the delivery.

All delivery prices assume that the delivery is achievable by normal means of access into a customer's home and that this is safely possible for the delivery person(s).

We will not accept returns on the basis of a product not fitting into property or if the product proportions have not been fully considered.

It is the customer's responsibility to measure for both the exterior access and the final internal location. If you have concerns or would like advice please contact us, however please note – though all guidance is given in good faith, we cannot take any accountability for a product not fitting.

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Customers must always be present during deliveries; our delivery drivers are not authorized to enter a customer's home without the customer or a representative present.

### 3. Payment

Vision Supply requires payment in full unless a monthly credit account has been approved by Vision supply before goods will be dispatched, without exception.

Vision Supply will not be liable for any direct or indirect financial loss or damage suffered by you through any reasonable delay or delay due to unforeseen circumstances outside of the reasonable control of Vision Supply or delay due to any reasonable rescheduling of delivery.

We do not store credit card details, nor do we share customer details with any 3rd parties.

All pricing are in Australian Dollars and subject to Goods and Services Tax.

### 4. Product

The products must only be used in accordance with the applicable specification. The customer agrees and acknowledges that the color of the products as pictured on the website may vary to final print,

Vision supply is not liable for any consequential Loss however caused (including by negligence of Vision supply), suffered or incurred by the Customer in connection with the product.

1. Subject to clauses 4(3) and 4(4), any liability of Vision supply for any loss or damage, however caused (including by the negligence of Vision Supply), suffered by the Customer in connection with a Product is limited to the lesser of:

(i) the Purchase Price for that Product; and

(ii) \$100.

(2) The limitation set out in clause 4(1) is an aggregate limit for all claims, whenever made.

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(3) Subject to clause 4(4), Vision Supply is not liable for any Consequential Loss however caused (including by the negligence of Vision Supply), suffered or incurred by the Customer in connection with a Product.

(4) If the Competition and Consumer Act 2010 (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by Vision supply in connection with these terms and conditions and Vision supply liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 4(1), 4(3) and Indemnity do not apply to that liability and instead Vision Supplies liability for such failure is limited to, in the case of a supply of goods, Vision supply replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Vision supply supplying the services again or paying the cost of having the services supplied again.

**Consequential Loss** means consequential loss, indirect loss, loss of revenues, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain, lost opportunities (including opportunities to enter into arrangements with third parties) and loss or damage in connection with claims against the Customer by third parties.