

## ABC 2000 - CONSUMER TERMS OF SALE

### 1. Format of the Contract

1.1 These terms of sale apply to Badge Making Equipment supplied by ABC 2000 (the "Supplier").

1.2 No contract exists between you and the Supplier for the sale of Badge Making Machines until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.

1.3 By way of clarification, an acknowledgment of your order will be sent to you via e-mail or fax, but acceptance of your offer to buy the goods will not take place until after your payment is taken. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.

1.4 The contract is subject to your right of cancellation (see below).

1.5 The Supplier may change these terms of sale without notice to you in relation to future sales.

### 2. Description and price of the goods

2.1 The description and price of the goods you order will be as shown on the Supplier's website or written quotation at the time you place your order.

2.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible and goods will be placed on back order.

2.3 Every effort is made to ensure that prices shown on the Supplier's website or written quotation are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or canceling your order. If the Supplier does not receive an order confirmation within 7 days of informing you of the error, the order will be cancelled automatically. If you cancel, the Supplier will refund or re-credit you for any sum that has been paid by you for the goods.

2.4 In addition to the price, you may be required to pay a delivery charge for the goods.

### 3. Payment

3.1 Payment for the goods and delivery charges can be made by any method shown on the Supplier's website or written quotation at the time you place your order. Payment shall be due before the delivery date and time for payment shall be of the essence.

3.2 There will be no delivery until cleared funds are received.

3.3 Payments shall be made by you without any deduction or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

### 4. Delivery

4.1 The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the Australia.

4.2 If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for delivery.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

4.5 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

4.6 Time for delivery shall not be of the essence. The goods may be delivered by the Supplier in advance of the quoted delivery date.

4.7 Upon receipt of your order you will be asked to sign for the goods "received in good condition". Consignments must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify the Company within 48 hours of delivery, such notification to be confirmed in writing within the following five days.

4.8 In the absence of notification under Clause 4.7 above the Buyer shall be deemed to have accepted the goods.

4.9 If you are unable to check the contents of the package at that moment in time please sign for the parcel as "UNCHECKED/DAMAGED". Failure to do so may affect any warranty claims that you make thereafter.

4.10 All items sent are insured for loss or damage for your peace of mind. Insurance charges are in-built with the postage charges. All items sent have a tracking number to easily locate the parcel at anytime within its journey!! We ship by courier, hence a physical address (No PO Boxes) is needed.

### 5. Risk/Title

5.1 The goods are at your risk from the time of delivery

5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier.

### 6. Title for Business Customers

6.1 If you are a business customer until ownership of the goods has passed to you, you must:

6.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

6.1.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and

condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and

6.1.3 hold the proceeds of the insurance referred to in condition 6.1.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.2 If you are a business customer your right to possession of the goods shall terminate immediately if: you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

### 7. Your right of cancellation

7.1 Consumers have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods (see below). This option is not available for business to business transactions.

7.2 To exercise your right of cancellation, you must give written notice to the Supplier by letter or fax, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

7.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. Goods must be returned in a new and unused condition.

7.4 Once you have notified the Supplier that you are canceling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods, we reserve the right to subtract any shipping and insurance fees from the refund.

### 8. Warranty

8.1 All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated).

8.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, willful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

8.3 If the goods supplied to you are damaged on delivery, you should notify the Supplier in writing by fax or letter within 48 hours of delivery. Notification by phone is not sufficient.

8.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing by letter or fax number shown below, as soon as possible, but in any event within 48 hours of the date you discovered or ought to have discovered the damage, defect or complaint. You must return accurate description of any fault found with the goods.

8.5 You will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

8.6 If the goods are determined to be defective, (the "Supplier") will repair or replace the item, at it's option, at no charge. After the Warranty Period, all charges are the responsibility of the consumer.

8.7 Warranty and support is NOT transferable

### 9. Limitation of Liability

9.1 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.

9.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

9.3 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

9.4 It is the customers responsibility to ensure the have purchased adequate insurance for their goods.

### 10. Applicable Law

These terms of sale and the supply of the goods will be subject to Australian law and the Australian courts will have jurisdiction in respect of any dispute arising from the contract.

### 11. Images

Product images are for illustrative purposes only.

### 13. Return Policy

13.1 Items must be in original packaging, in all original boxes, packing materials, manuals and documentation provided by the manufacturer, used equipment cannot be returned under any circumstances except for warranty claims.

13.3 We strongly recommend that you fully insure your package that you are returning. We suggest the use of a carrier that can provide you a "proof of delivery". ABC2000 will not be liable for items lost or damaged in transit.

13.4 All shipping back to and from (the "Supplier") is paid for by the customer.

13.5 Any equipment returned found not to be defective may incur a return freight charge, this will be charged to the credit card last charged on your order.

13.6 All items returned to the vendor by prearrangement and found to contain no fault, will be subject to a 20% restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.

13.7 The vendor will not accept goods for credit or rectification unless such return has been authorised by a director, and the goods are received by the vendor in stock condition, with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition. 13.8 The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.

13.9 Shipping and insurance charges, and other fees or charges are not refundable.

If you have simply changed your mind about your order and you wish to return your goods, you can do so provided you inform us of this decision within 3 days from receipt. The goods must not be opened nor used and must be 'as new' when returned to us. Once you've informed us of your decision to return goods, you have 7 days to do so at your own expense. Once goods are received at ABC2000, we'll issue a refund for the cost of the goods to your original payment method, we reserve the right to subtract any shipping and insurance fees from the refund. Please note this policy does have some limitations and does not apply to business customers or equipment.

### 14. Types of Products and Conditions of the Return

Discontinued or end of life products can only be returned for repair. No refunds or exchanges will be made.

When returning any goods for an exchange or refund it is recommended that you obtain a proof of posting certificate from the Post Office as we cannot accept responsibility for parcels lost in the post.