

Terms and Conditions

Preamble

- A. Tandem Lawnmowers Australia Pty Ltd ("Tandem") is the owner and operator of the website www.powerequipmentdiscounters.com.au.
- B. These Terms and Conditions are a legal agreement between you, the customer, and Tandem.
- C. By using or accessing the Site you agree to be bound by and become a party to these Terms and Conditions.
- D. If you do not agree with these Terms and Conditions you may not use the Site.

1. Definitions

- 1.1 "Terms and Conditions" means these Terms and Conditions and any amendments hereto agreed in writing between Tandem and the Customer.
- 1.2 "Intellectual Property" includes all copyrights, trademarks, patents, designs, confidential information, trade secrets and other confidential know how included in Tandem's computer programs, software, methods, processes, data, information and any other proprietary rights owned by Tandem from time to time.
- 1.3 "Member's Account" means your password protected account on the Site.
- 1.4 "Officers" include affiliates, directors, agents and employees.
- 1.5 "Privacy Policy" means the Privacy Policy on the Site and any amendments thereto.
- 1.6 "Site" means the websites www.powerequipmentdiscounters.com.au.
- 1.7 "You" means you, the customer, and all of your employees, agents, representatives and any person acting on or behalf of you with respect to use of the Site.

2. Australian Sales Only

- 2.1 Tandem will only sell and ship products within Australia. Tandem will not make deliveries outside of Australia.

3. Your Responsibilities

- 3.1 You agree:
 - (1) not to use the Site for a fraudulent activity or purpose;
 - (2) not to copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without the prior express permission of Tandem;
 - (3) not to interfere or attempt to interfere with the operation of the Site or any transaction conducted on the Site;
 - (4) to comply with Tandem's Privacy Policy; and
 - (5) to receive electronic messages of any kind from Tandem and its Officers in relation to Tandem or your use of the Site.

4. Member's Account

- 4.1 You warrant that you are 18 years of age or older and are able to form a legally binding contract under applicable law.
- 4.2 You warrant that all the information provided for the purposes of establishing and operating your Member Account will be accurate, complete and current.
- 4.3 You are solely responsible for any and all activities which occur under your Member Account and password.
- 4.4 You agree to keep your password confidential and to take all necessary steps to prevent unauthorised access and use of your Member Account.
- 4.5 You agree to notify Tandem promptly if you have any reason to believe that the security of your Member Account has been compromised.
- 4.6 You agree to allow Tandem access to your Member Account as necessary to:
 - (1) notify you regarding your transactions on the Site; and
 - (2) identify and resolve technical problems and respond to complaints about the Site and/or service.
- 4.7 Your Member Account and user identification may not be transferred or sold to another person or company.

5. Ordering and paying for your Product

- 5.1 You may place an Order by adding the item to your shopping cart and filling in the shipping and payment information the Site and clicking the "Confirm Purchase" button.
- 5.2 When you place your Order, we will issue you with an Order Confirmation and Order Code via email.
- 5.3 By placing an Order, you make an offer to us to purchase the product(s) you have selected based on these Terms and Conditions.

- 5.4 If for any reason Tandem cannot process or accept your Order after payment is received, we will contact you.
- 5.5 Tandem only accepts payment for products via PayPal, Visa, Mastercard, payment or direct transfer of funds into our nominated bank account.
- 5.6 Payment can be made on pick up via cash, eftpos, Visa or Mastercard.
- 5.7 No other form of payment will be accepted.
- 5.8 Payment processing will not begin until we receive all the information we need.
- 5.9 Orders placed on a weekend or a Public holiday will not begin payment processing until the next business day.

6. **GST**

- 6.1 All prices on the Site include GST.

7. **Supply and Delivery of your product**

- 7.1 Subject to these Terms and Conditions, we will supply you the product(s) indicated on your Order Confirmation.
- 7.2 When your ordered products have been dispatched, we will email you to confirm shipment of each item including a tracking number for each item.
- 7.3 Tandem will take all reasonable steps to deliver your products to you within ten (10) working days from the date payment is received.
- 7.4 Delivery times for products you order which are out of stock will take longer.
- 7.5 The delivery status of your order will be updated in your Member's Account.
- 7.6 Unless otherwise agreed by Tandem, we will deliver your product(s) to the address indicated on your Order Confirmation. Please ensure someone is available to accept delivery of the goods on the date specified in the order confirmation during the hours of 8am to 5pm. If no-one is available to take delivery of your product(s), our courier will leave a card requesting you to telephone them to arrange a suitable time and date for delivery.
- 7.7 You will be liable for any charges our courier imposes for the costs of re-delivery and any storage costs.
- 7.8 Our couriers will not delivery goods to a post office box
- 7.9 Title and risk of loss to all products will pass to you on delivery.

8. **Product Returns**

- 8.1 No refunds, credits or replacements are offered if you have changed your mind about the product, make an incorrect choice, or failed to verify and accurately provide information when placing an order.

9. **Products Dead on Arrival ("DOA")**

- 9.1 A product is considered to be DOA if it shows symptoms of a failure, or is discovered to be damaged when first taken from its packaging.
- 9.2 Please contact us immediately if you think your product is DOA.
- 9.3 A Tandem Customer Service member will determine whether the product is DOA. Where a product is determined to be DOA, Tandem will arrange to replace the product or provide parts free of charge to repair the damage to the product.
- 9.4 Refunds will only be offered where the product cannot be repaired or a replacement product cannot be provided.
- 9.5 Where Tandem has provisionally determined that a product is DOA, return shipping will be arranged at the expense of Tandem.
- 9.6 If the product is deemed by Tandem not to be DOA, Tandem may in its absolute discretion refuse to replace the product or offer you a refund for the product.
- 9.7 A returned product becomes the property of Tandem.
- 9.8 Tandem reserves the right to test any returned DOA product. If the condition of the product was misrepresented to us by the customer or the damage to the product is deemed by Tandem in its absolute discretion to have been caused by the customer, Tandem will impose a \$50 handling and administration fee.

10. **Product Problems after Delivery**

- 10.1 Should your product fail within the stipulated warranty period and after 30 days from the dispatch date, you must contact Tandem and submit a valid warranty claim which we will provide.
- 10.2 Tandem will in its absolute discretion choose to:
 - (1) refund the purchase price;
 - (2) replace the product; or
 - (3) repair the product.

- 10.3 Should Tandem agree to replace or repair the product or refund you the purchase price of the product, you must first return the defective product to Tandem. You will be liable to pay the freight costs for the return of the product if the item is sent after 30 days from the dispatch date.
- 10.4 Replacement products are provided with the same warranty as the returned product. A new warranty will not be provided with replacement products.

11. Refunds:

- 11.1 Refunds for DOA products include all shipping and associated costs for the DOA product.
- 11.2 No refund will be given to you until Tandem has received the DOA product from you.
- 11.3 Refunds only will be issued by cheque or via direct transfer into your nominated bank account.

12. Intellectual Property

- 12.1 You agree that Tandem is the sole and exclusive owner of all Intellectual Property with respect to the Site and its operation.
- 12.2 Tandem does not grant you any right or licence, express or implied, in relation to its Intellectual Property.

13. No Warranties

- 13.1 Tandem does not guarantee continuous, uninterrupted, error-free or secure access to the Site.
- 13.2 Tandem provides the Site on an "as is" basis without, to the extent permitted by law, any warranty whatsoever, express, implied or statutory including but not limited to freedom from computer viruses, worms and other operating problems.
- 13.3 Tandem's communications sent to you regarding your Member Account and transactions on the Site do not represent an endorsement, guarantee or legitimisation of your transactions.
- 13.4 Tandem makes no representations and warranties whatsoever, express or implied, with respect to products including but not limited to warranties of title, merchantability, non-infringement and fitness for purpose.
- 13.5 Tandem disclaims any responsibility for the content of any third party information or materials provided on or through the Site.
- 13.6 The Site may include links to other sites on the internet which are owned or operated by third parties. You agree that Tandem and its Officers are not responsible for the availability of, or the content located on any third party site.

14. Limitation of Liability

- 14.1 In no event shall Tandem or its Officers be held responsible or liable for:
 - (1) any actions taken based on the information, services, or products on the Site; and/or
 - (2) any loss, cost, expense, injury (including personal injury and death) and/or special, consequential, incidental or indirect damages arising out of or in connection with:
 - (a) the products offered by Tandem; and/or
 - (b) any wilful or negligent acts or omissions of Tandem or its Officers; and/or
 - (c) the breach of any obligation under these Terms and Conditions whatsoever, whether foreseeable or not.
- 14.2 Without limiting the above clauses, Tandem or its Officers shall have no liability whatsoever by reason of any failure or delay in the performance of its obligations on account of strikes, riots, acts of terrorism, fire, flood, storm, explosions, earthquakes, internet outages, computer virus, acts of God, acts of war or any other cause that is beyond Tandem's reasonable control.
- 14.3 Tandem's 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.
- 14.4 Notwithstanding the above clauses, nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of Tandem or its Officers where such exclusion and/or limitation are prohibited by law.

15. Amendments

- 15.1 Tandem can amend these Terms and Conditions by posting the amended terms on the Site.
- 15.2 The amended terms shall automatically be effective thirty (30) days after they are initially posted on the Site.
- 15.3 These Terms and Conditions may not otherwise be amended except in writing signed by you and Tandem.

16. Termination

- 16.1 Notwithstanding anything contained in these Terms and Conditions to the contrary and without limiting any other remedies available to Tandem at law, in equity or under these Terms and Conditions, Tandem

may, in its sole discretion terminate your Member Account immediately and/or discontinue your participation in the Site if you commit any one of the following acts:

- (1) engage in conduct which is harmful to other users;
- (2) engage in fraudulent activity in connection with the Site;
- (3) fail to pay for products purchased;
- (4) fail to comply with relevant common law and statutory obligations;
- (5) breach a term of the Privacy Policy;
- (6) provide untrue, inaccurate or incomplete information with regard to the establishment and/or operation of your Member Account; and/or
- (7) breach any of these Terms and Conditions.

17. General

- 17.1 These Terms and Conditions are governed by and construed in accordance with the laws of Queensland.
- 17.2 These Terms and Conditions constitute all the Terms and Conditions between the parties with respect to the subject matter contained herein and supersedes all previous agreements, proposals and communications, written or oral between You and Tandem.
- 17.3 The provisions of these Terms and Conditions are severable and if any provision is held to be invalid or unenforceable for any reason, such provision may be removed and the remaining provisions enforced.
- 17.4 These Terms and Conditions are not intended to benefit, nor shall they be deemed to give rise to any rights in any third party.
- 17.5 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of each clause.
- 17.6 You agree that these Terms and Conditions may not be construed adversely against Tandem because Tandem prepared them.
- 17.7 You and Tandem are independent contactors and no agency, partnership, joint-venture or employee-employer relationship is intended or created by these Terms and Conditions.