

GENERAL TERMS & CONDITIONS OF SALE TO CONSUMERS

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE MAKING YOUR DECISION TO PURCHASE.

1. General

This Web Site is intended only for consumers wishing to order POWERCARE products online for delivery in AUSTRALIA. POWERCARE does not accept orders for delivery outside AUSTRALIA. The terms and conditions under which such products are offered for sale on this Web Site are set forth herein. By clicking the **–proceed to checkout–** link/icon on the order form and submitting the order, you accept and agree to be bound by these terms and conditions. POWERCARE reserves the right to change these terms and conditions at any time, without prior notice. Such change however will have no effect on orders that were submitted before posting of such revised terms and conditions.

2. Order and Acceptance; Payments

Orders submitted by you are binding on you and cannot be cancelled after order submission. No orders submitted through the Web Site are binding on POWERCARE unless explicitly accepted by POWERCARE. Acceptance will be effective upon transmission of POWERCARE ' e-mail confirmation of acceptance of your order. POWERCARE has no obligation to accept orders placed through this Web Site. POWERCARE reserves the right to restrict ordered quantities when accepting orders. Payment shall be made by PayPal or credit card via PayPal, switch card or such other means as may be specified on the Web Site. If you pay by credit card, your account will be debited at the time of POWERCARE ' acceptance of your order and e-mail confirmation thereof to you. If you use another method of payment as offered on the Web Site, your payment must be received POWERCARE prior to shipment. Please note that the on-screen display of the products may differ from the actual appearance or size of products offered on the Web Site.

3. Pricing Policy

All prices are in Australian Dollars AUD and are calculated weekly based on current USD & AUD exchange rate. Prices shall be those prices published on this Web Site at the time you submit your order. The prices published on the Web Site are inclusive of applicable taxes but exclusive of shipping and handling costs and duties, which are for your account and will be calculated

separately as applicable, specified as such on the order form and added to the total price of the order. The total price stated on the order form shall be the total amount payable by you for the products ordered including all taxes, levies, handling and shipping charges.

4. Delivery

POWERCARE will deliver the products to the delivery address you have specified in the order form and in accordance with the delivery option you have chosen. In the event you want to order various products to be delivered to different addresses, you will need to submit a separate order form for each delivery address. Any delivery or shipment dates given by POWERCARE are best estimates only and POWERCARE shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given. Delivery of all products ordered in one order submission will take place in one delivery. In the event any of the products ordered is out of stock, this may mean the whole order is delayed.

5. Warranty

POWERCARE warrants the products supplied by POWERCARE hereunder as set forth on the warranty card supplied with the product and/or may also be stated on the Web Site. Specific warranties may apply to certain products as specified on the Web Site. Please Refer to **Warranty Terms and Conditions** stated on the Web Site

6. Return of Products

If you are not satisfied with your purchase for any reason, you may return the product within: **7 days** after delivery to the return address printed on the invoice accompanying the product delivery. You must return the product in its original condition and unopened packaging together with all warranty cards, manuals and accessories, shipping charges pre-paid. A refund will be given following POWERCARE ' receipt of the product returned in accordance with POWERCARE return instructions.

After **7 days** from delivery to the delivery address you will be deemed to have accepted the product. **The return option is not available if you have opened the packaging, filled with any liquids, used or intend to use products in any substance.** Refunds are limited to your purchase price of the returned product(s) (exclusive of shipping and handling costs).

7. Product Availability

POWERCARE may modify any product offered on this Web Site at any time or may discontinue delivery of any product offered on this Web Site at any time.

8. Limitation of Liability

In the event you are not a consumer or you are using the product ordered for business purposes, POWERCARE liability hereunder shall not exceed the purchase price paid for the product. To the fullest extent permitted by law POWERCARE hereby disclaims any and all liability for any consequential, special or indirect damage, loss of profits, business opportunity or goodwill or a claim of a third party even if POWERCARE has been advised of the possibility of such damage.

9. Transaction Data

POWERCARE's records relating to the transaction shall be deemed correct and conclusive unless proven otherwise. Your transaction records are accessible to you if you are a registered customer by entering your order number(s) so that you may check the status of your order(s).

10. Governing Law; Competent Court

Your purchase of (a) product(s) from this Web Site and these terms and conditions shall be governed by the substantive laws of Commonwealth Jurisdiction. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. Any claim or dispute hereunder shall be submitted to the exclusive jurisdiction of the courts of Australia.

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