
SALES TERMS & CONDITIONS

In these Sales Terms and Conditions (**Sales Terms**) “we”, “us” or “our” mean Australian Parking Solutions Pty Ltd ABN 18 616 877 260, its successors and assignees, (referred to as “we”, “us”, “our” or “**Australian Parking Solutions**”) and you, the person, organisation or entity that purchases products from us (referred to as “**you**” or “**your**”), and collectively the Parties. These Sales Terms apply to all sales made by us to you. These Sales Terms are available at <http://www.australianparkingsolutions.com.au> (**Site**) and we may provide you with a hard copy version, including if you request a copy.

These Sales Terms form the agreement under which we will supply products to you. Please read these Sales Terms carefully. If you have any questions, please contact us using the contact details below, before you purchase products from us.

You accept our Sales Terms by making a purchase from us, including but not limited to if you order with us over the phone or through our Site. Your purchase from us indicates that you have had sufficient opportunity to access these Sales Terms and contact us, that you have read, accepted and will comply with these Sales Terms, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older. You must not order products from us if you are under 18 years of age or do not have the consent of a legal guardian who is 18 years or older. If you do not agree to these Sales Terms, you should not purchase from us.

Our Website Terms of Use set out the terms and conditions for using the Site. Our Privacy Policy sets out how we collect, use and protect your personal information. These are available on the Site.

1. Registration

- (a) In order to purchase many of our products, you must register for an account (**Account**) with Australian Parking Solutions. Registering for an Account will allow you to keep track of your orders and quickly and easily proceed through the checkout process.
- (b) We will provide a confirmation of Account registration when you register on the Site. It is your responsibility to keep your account details confidential. You are liable for all activity on your account, including purchases made using your Account details.

2. Australian Parking Solutions Products and Orders

- (a) You may order from us as set out on the Site. We also accept telephone orders in limited situations. We may at our discretion accept or reject an order depending on factors including availability of products and our ability to validate payment for the products.
- (b) It is your responsibility to check the order details, including product and pricing, before you complete your order on the Site.
- (c) We will provide you with order details, which may include an order number, an order ID, the shipping and billing addresses and a description of what was ordered, when you order and pay on the Site and your payment has been validated.
- (d) A binding agreement comes into existence between you and us once we have given you an order number. No changes to these Sales Terms will be effective unless we both agree to the changes in writing.
- (e) Once you have ordered a product, you are not able to cancel your order. If you need to request a refund, return or a repair, details of how to do so are set out below.

3. Price and Payments

- (a) You agree to pay the purchase price specified on the Site at the time that you place your order for the purchase of a product, plus any applicable delivery and insurance charges based on the delivery options selected by you. All amounts are stated in Australian dollars. All purchase prices include Australian GST (where applicable). Any delivery and insurance charges will be separately shown.

- (b) You must pay for the product or products by one of the methods set out on the Site. Your payment will be processed upon receipt of your order. You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed then your order may be cancelled.
- (c) We may charge interest at the rate of 2% per month on any amounts unpaid. If you do not pay by the due date, we have the right to engage debt collection services for the collection of unpaid and undisputed debt, and the right to commence legal proceedings for any outstanding amounts owed to us.

4. **Availability and Cancellation**

- (a) All purchases made with us are subject to availability. We do our best to keep in stock most products and to keep the Site up to date with availability of products.
- (b) If there is a considerable delay in dispatching your order, or if for any reason we cannot supply a product you have ordered, we will contact you using the contact details provided by you when you placed the order, as soon as practicably possible. You can choose a refund, store credit or to put your order on backorder. If you choose a refund or store credit, any delivery costs you have paid for the product will be refunded to you. If you choose to put your order on backorder, we will contact you to arrange for supply/delivery once the product is available (as the case may be).

5. **Delivery**

- (a) **Location:** Currently, we deliver Australia wide. If you are not located in Australia, please contact us to discuss delivery options.
- (b) **Timing:** We will normally dispatch the product within 3 to 5 business days from the receipt of your order, unless otherwise noted on the Site. Any delivery periods displayed on the Site are estimates only, based on the information provided by the delivery company. We will deliver the product to the place of delivery you specify when making your order.
- (c) **Change:** If you need to change a delivery date or the delivery address, please contact us as soon as possible to see if this is possible. If you are not available to take delivery on the agreed delivery date, you may be charged a delivery fee for each additional attempt for delivery.
- (d) **Method:** We may deliver the products via a range of delivery methods. All deliveries must be signed for. If neither you nor your authorised representative is at the delivery address to accept delivery you will be notified, generally by the delivery company leaving a card with contact details, so that you can arrange another delivery time and date.
- (e) **Title and Risk:** Title in the products will not pass to you until the later of delivery, or your payment has been processed or otherwise received by us. If your payment is declined for any reason we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products. Risk of loss, damage or deterioration to any products will pass to you once the product is delivered to the address you provide.

6. **Discount Codes and Promotions**

We may from time to time offer promotional discount codes, which may be applicable to products on the Site, and must be entered at the time of submitting your order. The conditions of use relating to any discount code will be specified at the time that it is issued.

7. **Intellectual Property Rights**

- (a) Intellectual Property Rights mean all present and future rights in or to any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not, including all

renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights (**Intellectual Property Rights**).

- (b) We own all Intellectual Property Rights in the Site, business, products and branding, as between us and you. The products contain material which is owned by or licensed to us and is protected by Australian and international laws (**Materials**). We own the copyright which subsists in all creative and literary works incorporated into our Materials.
- (c) You must not breach our Intellectual Property Rights by, including but not limited to altering or modifying any of the Materials, creating derivative works from the Materials or using our Materials for commercial purposes such as onsale to third parties

8. **Dispute**

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our products, please contact us. If there is a dispute between the Parties in relation to these Sale Terms, the Parties agree to the following dispute resolution procedure:

- (a) The complainant must tell the respondent in writing the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
- (b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Sales Terms, by law or in equity.

9. **Consumer Law, Return, Refund and Exchange Policy**

- (a) **ACL:** Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of products by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) **Consumers:** If you are a consumer as defined in the ACL, the following notice applies to you: "Our goods come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (**Consumer Guarantees**). You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. You are also entitled to have services remedied if they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure."
- (c) **Your Statutory Rights:** Nothing in these Sales Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for goods provided to a person or entity defined as a "consumer" under the ACL is governed solely by the ACL and these Sales Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.
- (d) **Seller Warranty:** Except for your Statutory Rights, all material and work is provided to you without warranties of any kind, either express or implied, and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- (e) **Manufacturer Warranty:** Products may come with a manufacturer's warranty. The manufacturer's warranty is in addition to but may overlap with any rights and remedies you may have under applicable law, including any Consumer Guarantees. If you are not

considered a "consumer" within the meaning of the ACL, the manufacturer's warranty may be your sole remedy. You should check the manufacturer's warranty, as many manufacturers' warranties do not apply in a business or commercial setting. Please contact the manufacturer if you would like to make a claim under the manufacturer's warranty.

- (f) **Incorrect Installation:** Many of our products come with installation instructions. This guidance must be followed. If we provide you with any installation instructions and you fail to install the product in accordance with the installation instructions provided, you are not entitled to a refund for incorrect installation and we are not liable for damage due to incorrect installation. Subject to this clause, we will not accept or return any product that has been incorrectly connected, installed, attempted to be connected or installed, or if your product is a custom-made product.
- (g) **Incorrect or inappropriate use:** Many of our products come with usage guidance. This guidance must be followed. If we provide you with any usage guidance and you fail to use the product in accordance with the usage guidance provided, you are not entitled to a refund for incorrect use and we are not liable for damage due to incorrect use. Subject to this clause, we will not accept or return any product that has been incorrectly used.
- (h) **Insufficient care and maintenance:** We are not liable for accelerated decay of the product caused by poor care or maintenance. Subject to this clause, we will not accept or return any product for accelerated decay caused by poor care or maintenance.
- (i) **Repair, replacement or a refund:** If you wish to seek repair, resupply, replacement or a refund for a product, please contact us and we will explain the requirements to you. This may include you providing proof of purchase and evidence of the faulty product to us.
- (j) **Refund procedure:** If you are entitled to a refund, we will only give you the refund once evidence of faulty product is received by us, or we have received the product at our warehouse and inspected it and assessed whether it is eligible for a refund under these Sales Terms. Any refund we make will be by the same payment method used to purchase the product.
- (k) **Packaging:** You must adequately package any product you are returning for our collection to ensure that it is not damaged during return delivery to our warehouse. You are responsible for arranging for the return of any product, subject to law.
- (l) **Duty of care:** You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.
- (m) **Change of mind:** We do not accept returns or provide refunds for change of mind.

10. **Limitation of Liability and Disclaimers:**

- (a) While the information and material contained on the Site is believed to be accurate and current, it is provided by us in good faith on an "as is" basis, and we and our directors, officers, employees, contractors and agents accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site.
- (b) Certain legislation including the ACL and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of goods to you by us via the Site which cannot be excluded, restricted or modified. Our liability is governed solely by the ACL and these Sales Terms.
- (c) To the extent permitted by law, we exclude all conditions and warranties, except for your Statutory Rights including but not limited to:
 - i. we expressly disclaim any implied or express guarantees, representations or conditions of any kind, which are not stated in these Sales Terms;
 - ii. we take no responsibility for, and will not be liable for the Site or the products being unavailable;

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- iii. we take no responsibility for, and will not be liable for incorrect installation, incorrect or inappropriate use, insufficient care and maintenance or normal wear and tear of the product, including for property damage or personal injury or losses due to incorrect installation, incorrect or inappropriate use, insufficient care and maintenance or normal wear and tear of the product;
 - iv. we will not be liable for any loss, damage, injury, death, costs including legal costs, or expense whether indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the Site, inability to access or use the Site, the products, the late supply of products, or these Sales Terms, even if we were expressly advised of the likelihood of such loss or damage.
- (d) To the extent permitted by law, our total liability arising out of or in connection with the products or these Sales Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products under these Sales Terms.
 - (e) This clause will survive termination of these Sales Terms.
11. **Amendment:** These Sales Terms may be amended from time to time; we will provide you with 14 days' notice of the varied Sales Terms. Your purchase from us following any such amendments will be deemed to be confirmation that you accept those amendments. If you have reasonable grounds to believe that the varied Sales Terms will be detrimental to your rights, you may terminate these Sales Terms without penalty within 14 days of receiving notice of the varied Sales Terms. We recommend that you check the current Sales Terms before purchasing a product. Our agents, employees and third parties do not have authority to change these Sales Terms.
12. **Indemnity:** You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of these Sales Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Sales Terms.
13. **General:**
- (a) **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
 - (b) **Accuracy:** While we endeavour to keep information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
 - (c) **Termination:** We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content on the Site at our sole discretion, without incurring any liability to you. We may terminate your account and our contract with you, in our sole discretion, without incurring any liability to you, if:

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- i. you commit a non-remediable breach of these Sales Terms;
 - ii. you commit a remediable breach of these Sales Terms and do not remedy the breach within 14 days after receiving notice of the breach.
- (d) **GST:** If and when applicable, GST payable on our products will be set out in our invoices. By accepting these Sales Terms you agree to pay us an amount equivalent to the GST imposed on these charges.
- (e) **Relationship of Parties:** These Sales Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.
- (f) **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Sales Terms if such delay is due to any circumstance beyond our reasonable control.
- (g) **Notice:** Any notice in connection with these Sales Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the Party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other Party.
- (h) **Waiver:** Any failure by a Party to insist upon strict performance by the other of any provision in these Sales Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of these Sales Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.
- (i) **Assignment:** You must not assign any rights and obligations under these Sales Terms, whether in whole or in part, without our prior written consent.
- (j) **Severability:** If any of these Sales Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (k) **Jurisdiction and Applicable Law:** Your use of the Site and any dispute arising out of your use of it is subject to the laws of New South Wales and the Commonwealth of Australia. These Sales Terms are governed by the laws of New South Wales and the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts operating in New South Wales. The Site may be accessed throughout Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.
- (l) **Entire Agreement:** These Sales Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

For any questions or notice, please contact us at:

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