

**Significant Holdings Pty Ltd ACN 123 949 815 trading as Findlay Import and Trade ABN 80 428 598 184 ("Findlay Import and Trade")** is the proprietor of the website at [www.findlay.world](http://www.findlay.world) (the "Website"). On the Website you can browse, select, order and purchase products from Findlay Import and Trade. Except as otherwise required by law the following terms and conditions ("Terms") govern your use of the Website and/or the purchase of products from us. By using the Website and/or purchasing products from us, you agree to be bound by the Terms.

## **1. USE OF THE WEBSITE**

### **1.1. Definitions**

In these Terms:

- a. "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of State Fair Trading legislation;
- b. "Business Day" means a day other than a weekend or public holiday in the place where the product is shipped to;
- c. "GST" means the goods and services tax as imposed by the GST Law;
- d. "GST Law" has the meaning given to it by *A New System (Goods and Services) Act 1999* (Cth), or if that Act no longer exists for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;
- e. "product" includes the plural "products" and means the individual and collective items you order and purchase through the Website;
- f. "Tax Invoice" has the meaning given to it by the GST Law;
- g. "we", "our" and "us" means Findlay Import and Trade; and
- h. "you" and "your" means you, the user or customer of the Website, or the customer of Findlay Import and Trade.

### **1.2. Disclaimer**

The use of the website is entirely at your risk. We do not accept any responsibility or liability in relation to any detriment you incur by relying on this Website or its contents.

### **1.3. Changes To Terms**

We reserve the right to make changes to these Terms at any time. Any variation to these Terms will not apply to a contract made prior to the variation.

### **1.4. Changes To Products**

We may make changes to the products described and to any other content of the Website at any time without notice.

### **1.5. Product Prices**

Unless otherwise expressly set out on the Website, product prices on the Website represent the full price (including GST) in Australian Dollars for the product itself but does not include shipping charges. We reserve the right to change product prices on the Website at any time.

### **1.6. Age Restriction**

When you order and purchase product through the Website you warrant you are at least eighteen (18) years of age.

### **1.7. Internet Communications**

By using the Website, you consent to receiving communications electronically via email. We are expressly not responsible for any communications that may contain or be susceptible to data corruption, interception or delay.

### **1.8. Online Purchasing Account**

To purchase from us you must establish an account with us through the Website. We reserve our rights to:

- a. refuse to establish your account;
- b. to terminate your account;
- c. suspend your account; or
- d. to remove or edit your account details.

You warrant to:

- a. provide an accurate email address, delivery address(s), billing address(s) and telephone number and to keep these details up to date;
- b. be responsible for the confidentiality of your account password; and
- c. only have one active account.

### **1.9. Security**

When you establish an account with us, your customer information is stored on a secured server.

### **1.10. Intellectual Property**

We reserve our moral and economic rights in respect of any of our intellectual property that is displayed on the Website. The Website and the products, technology and processes contained in the Website, may be the subject of other intellectual property rights owned by third parties. You agree that no licence is granted to you in respect of those intellectual property rights, other than as set out in these Terms. You warrant:

- a. not to use, copy, distribute, transmit, store or publish any material on the Website without obtaining our prior written consent; and
- b. not to use or modify in any way any registered trade mark without obtaining the prior written consent of the owner of the trade mark.

### **1.11. Governing Law**

The Website, these Terms, and any contract including the Terms is governed by the laws of Queensland and you submit to the non-exclusive jurisdiction of the Courts of Queensland. Any contract which includes the Terms is deemed to be formed in Queensland.

### **1.12. Entire Agreement**

These Terms together with your order constitute the entire contract between you and us for the supply of products. No other terms will apply except where terms may be implied by law. The contract cannot be varied unless we agree in writing to vary it.

### **1.13. Unlawful Terms**

If any provision of these Terms is void, unenforceable or illegal it is severed. Despite the severance, the remainder of these Terms have full force and effect.

## **2. ORDERING PROCESS**

### **2.1. Nominating Product**

You nominate product for ordering when you select the product, enter the quantity, and click the "Add to Cart" button.

### **2.2. Ordering Product**

You order product and offer to purchase it when you click the “Checkout” button.

### **2.3. Shipping**

Shipping charges are calculated based on the type of product you order and there may be some instances where we do not provide shipping. If we have a shipping option available we may display a shipping cost calculator at completion of your order, or may provide the option to email us for shipping details. Once shipping charges are calculated, the charges will be added to your total order cost.

### **2.4. Accepting Orders**

We accept your order upon receiving payment in full for your total order cost.

### **2.5. Order Confirmation**

We will notify you when we accept your order by emailing you an order confirmation and Tax Invoice.

### **2.6. Cancelling Orders**

We reserve the right to cancel your order if we detect fraud or if we have any other legitimate reason. Unless otherwise agreed in writing you cannot cancel your order if we accept it.

## **3. PAYMENT**

### **3.1. Payment Process**

We process payments when you checkout from the product order screen but will not process payment until we have received all information required for payment to be effected.

### **3.2. Types of Payment**

We accept payment by Bank-hosted facilities including but not limited to ANZ eGate or Electronic Funds Transfer (EFT).

### **3.3. Electronic Funds Transfer**

Payment by EFT must be made in full within two (2) Business Days from when you complete the checkout of your order. If we do not receive your EFT into our bank account within that time, we reserve our rights to cancel your order.

## **4. SHIPPING**

### **4.1. Shipping of Product**

We only ship to Australian addresses. We ship your order from our warehouse within two (2) Business Days of us receiving payment in full for the total order cost.

### **4.2. Shipping Rates, Handling Charges and Delivery Time**

Shipping and handling rates and delivery times are calculated based upon your location in Australia and the size and weight of your order. Delivery times are estimates only and we do not guarantee a particular date or time for delivery.

### **4.3. Shipping Partners**

Our shipping partners are Australia Post and Simon National Carriers. Depending on the shipping requirements, we reserve the right to use other shipping carriers. If your order or part of your order cannot be shipped you will be notified promptly.

### **4.4. Shipping Restrictions**

Shipping restrictions apply to certain products. Should a shipping restriction apply, we will not ship to post office boxes.

## **5. FINDLAY IMPORT AND TRADE WARRANTIES AND LIABILITY**

### **5.1. Defective Product**

You must immediately notify us in writing of any defect in product supplied by us to you. You must not carry out any remedial work to the allegedly defective product without first obtaining our written consent to do so. This clause does not constitute a warranty in relation to the quality or fitness of the product, or require us to repair or replace product, or offer a refund in relation to product, in circumstances other than those set out in the Australian Consumer Law (to the extent that the Australian Consumer Law applies to the product).

### **5.2. Australian Consumer Law**

Nothing in these Terms modify or exclude the conditions, warranties, guarantees, undertakings and other legal rights under the Australian Consumer Law and other laws which cannot be modified or excluded. Except as expressly set out in these Terms and the Australian Consumer Law, we make no warranties or other representations under these Terms or on the Website. Our liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by law. To the extent permitted by statute, our liability, if any, arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of product other than product of a kind ordinarily acquired for personal, domestic or household use or consumption, is at our option limited to:

- a. the replacement of the product or resupply of the product by us;
- b. the cost of replacement or resupply of the product;
- c. the repair of the product; or
- d. the cost of repair of the product.

### **5.3. Findlay Import and Trade Warranty**

We make no express warranty in relation to the suitability for any purpose of product supplied by us to you. To the extent permitted by statute, all warranties, conditions and guarantees (whether express, implied or applied, and whether given by us, the manufacturer or a third party) and our obligation to repair or replace any products are void in respect of any products which you tamper with or alter.

### **5.4. Manufacturers' Warranties**

Manufacturers of products may, from time to time, provide a voluntary warranty directly to you in relation to a product. You must address issues relating to a manufacturer's warranty with the manufacturer on the terms of that warranty.

### **5.5. Force Majeure**

If the performance or observance of any of our obligations is prevented, restricted or affected by reason of a force majeure event including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond our reasonable control, we may, in our absolute discretion give prompt notice of that cause to you. On delivery of that notice we are excused from such performance or observance to the extent of the relevant prevention, restriction or effect.

## **6. CUSTOMER WARRANTIES AND INDEMNITY**

### **6.1. Customer Warranties**

In relation to product we supply to you, you warrant to:

- a. comply with the service information and specifications for the product;
- b. only use the product in accordance with the product specifications;
- c. not tamper with the product in a way that would cause the product to not be fit for purpose;
- d. comply with all applicable laws, regulations and by-laws in your use of the product; and
- e. employ safe practices in using the product.

**6.2. Customer Indemnity**

You indemnify us in respect of any loss, damage or expense incurred by us as a result of your breach of these Terms and/or the warranties you give at clauses 1.6, 1.8, 1.10 and 6.1.