



TERMS & CONDITIONS

1. Contract

The goods on this website are offered for sale by DMC Group ABN 72 459 657 479 of 11/21 Huntingdale Road Burwood, VIC 3125. By entering your details to make a purchase, you enter into a contract to purchase goods from us on the terms and conditions set out below. Please read these carefully. This contract is deemed to be made at our registered premises.

Your order must contain your name, postal address, phone number, e-mail address, credit card details and any other ordering information specified on this website.

DMC Group Aust. must receive payment for the whole price of your ordered goods before your order can be processed. Once your payment has been received, we will confirm your order by contacting you at the email address provided in your order form.

2. Pricing

The price payable for the goods that you order is set out in our website. Prices are in \$AUD and are exclusive of GST and delivery charges. Delivery charges are set out in our website; although there are some places to which it may not be possible for us to deliver. GST & delivery charges will be included in our final invoice to you.

3. Cancellation

Once paid for, your contract for the purchase of goods cannot be cancelled, exchanged or refunded, except as specified in this contract.

DMC Group Aust. reserves the right to cancel the contract between us if:

- a) we have insufficient stock;
- b) we do not deliver to your area; or
- c) one or more of the goods you ordered was listed at an incorrect price.

If DMC Group Aust. cancels your order, you will be notified by email and the payment amount will be re-credited to your account as soon as possible, but within 30 days from the date of cancellation.

4. Delivery

We will deliver your order to the address provided in your order form.

You should expect to receive your goods within 21 days from placing your order (unless otherwise advertised/advised), this is an indicative timeframe and not a guarantee. You will receive ownership of the goods upon their delivery to you.

5. Liability

If the goods we deliver are not what you ordered or are damaged or defective, or if the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 15 business days of the delivery date.

If you do not receive the goods ordered by you within 28 days from the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address within 40 days from the date on which you ordered the goods.



Should you notify DMC of a problem under the above conditions, our only obligation, at our option, will be to either:

- a) make good on any shortage or non-delivery; b) replace or repair any goods which are damaged or defective; or,
- c) refund the amount paid for any damaged or defective goods upon their return to us.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising from any problem under this contract, and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid for any damaged or defective goods.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Nothing in this contract is to be interpreted as having the effect of excluding, restricting or modifying any condition, warranty, right or liability implied by any applicable legislation if such exclusion, restriction or modification would be void or prohibited by law.

Subject to the foregoing, DMC Group Aust. is not liable to you (or to any third party claiming through you) for, and you release DMC Group Aust. from, any loss, liability, damage, expense or cost whatsoever, including (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property caused by any act or omission of DMC Group Aust., its employees or agents, and whether based on negligence or other tort, contract or otherwise.

6. Notices and Returns

Unless otherwise expressly stated in these terms and conditions, all notices from you to DMC must be in writing and sent via dmc@dmcoutsourcing.com.au or to our registered address at:

DMC Group Aust
11/21 Huntingdale Road
Burwood, VICTORIA, 3125

DMC Group Aust. may post notices to our customers on our website from time to time.

The information contained in our website may contain typographical mistakes or technical inaccuracies. Information may be changed or updated without notice and any queries relating to that information should be addressed to dmc@dmcg.com.au

Any goods you return to us should be accompanied with a letter stating your name, address, the purchase details and an explanation for the return. This should be sent to our address as stated above.

7. Events Beyond Our Control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so, or for any damage or defect to goods delivered, which is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial



disputes, breakdown of systems or network access, flood, fire, explosion or accident or events deemed to be forces majeures.

8. Invalidation

If any provision of this contract is unenforceable or void either in whole or in part for any reason then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this contract.

9. Governing Law

This contract shall be governed by and interpreted in accordance with the laws of Victoria and the Victorian courts shall have jurisdiction to resolve any disputes between us.

10. Entire Agreement

These terms and conditions together with our current prices as listed on our website, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the provision of goods by DMC Group Aust. to you. Nothing said by any sales person or authorised representative about the nature and/or quality of any of the goods offered for sale by us is a variation of these terms and conditions. We shall have no responsibility for any such representation being untrue or misleading.

If DMC Group Aust. waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

11. Payment and Credit Card Use

Payment must be affected by credit card using the ordering facility on this website. DMC Group Aust. only accepts Visa & MasterCard for online purchases.

Orders that exceed your credit limit will not be processed.

12. Amendments

DMC Group Aust. may vary these terms and conditions. Any variations become effective on posting. By making a purchase through this website after the terms and conditions have been varied you agree to be bound by that variation.

13. Security

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card details, is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.