



Online Ordering Terms and Conditions

INTRODUCTION

By visiting, viewing or ordering from our website you agree to acknowledge and be bound by the Terms and Conditions outlined in this agreement.

This Agreement outlines the trading Terms and Conditions bound to all Art Hanging Systems Pty Ltd transactions incorporating but not limited to online, fax, phone and email ordering. Furthermore, this agreement outlines specific terms of use applicable to all aspects of our website.

The words we, us, our, AHS mean Art Hanging Systems Pty Ltd of P.O Box 954 FIVE DOCK NSW 2046. The words you and your, refer to registered users, customers, resellers, associates, suppliers or general public visitors to our Web Site.

We may amend this Agreement at any time in our discretion by posting the amended terms on our Site. Any amendments to this document will be posted in the online News facility and welcome page. Except as stated below, all amended terms shall automatically be effective immediately after they are posted in the online News facility. This Agreement may not be otherwise amended except through a written request from you (signed) and agreed by us (signed). This agreement is effective on 1 July 2008. All trading Terms and Conditions are outlined in the following sections:

1. GOVERNING LAW
2. INTENDED USE
3. DISCLAIMER AND LIMITATION OF LIABILITY
4. METHODS OF ORDERING
5. PRICING
6. ORDER PROCESS
7. METHODS OF PAYMENT
8. DELIVERY
9. RETURNS

1. GOVERNING LAW

- a. The Terms and Conditions of this agreement are governed by the applicable statutory rules and regulations enforced by the Federal Government of Australia and the applicable State Government of the user purchasing the goods.

2. INTENDED USE

- a. All material including but not limited to text, images, multimedia, advertisements and downloadable content is published by us and made available to worldwide audiences. If you access this website outside of Australia, you do so at your own risk and you must comply with the rules and regulations enforced by your respective jurisdiction.
- b. You agree differing terms and conditions exist between local (Australian) and international customers.



- c. The general public of all ages may view all publicly available material and only copy it for personal use. You may only use material for commercial purposes when you have prior written consent from Art Hanging Systems Pty Ltd.
- d. Registered users may be but not limited to general public, employees or representatives of companies, associations, governments or any other corporate entity.

3. DISCLAIMER AND LIMITATION OF LIABILITY

- a. All material on our website is provided to you "as is" and "as available". We do not warrant or guarantee the accuracy, adequacy or completeness of this material, and expressly disclaim liability for mistakes, misleading or absent information.
- b. To the maximum extent permissible by law and unless otherwise specified, we do not warrant, guarantee or make any representations and warranties of any kind, whether express, implied or statutory.
- c. Whilst we promise to actively combat malicious activities, we do not warrant, guarantee or make any representations our website will be safe from such behaviour including but not limited to viruses, hackers or denial of service attacks. Furthermore, we do not warrant, guarantee or make any representations that our website will be fully accessible at all times and disclaim any loss or damages as a result of it being unavailable.
- d. To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of this site, or the inability to use this site by any party; or (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

4. METHODS OF ORDERING

a. Internet

Ordering over the Internet enables customers to access real time pricing and information of our entire product range, It also allows you to view order history, create regularly ordered product templates and many other features to save time and effort.

- i. All online orders are treated as an express intention to purchase the nominated goods (Purchase Order) for the agreed online prices.
- ii. You accept that other than Freight on Board (FOB) all other freight charges will not be included with your online purchase order. See Terms and Conditions of Delivery below.
- iii. We reserve the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.



b. By phone

Our customer service operators are ready to take orders and enquiries from:

9am to 5pm Australian Eastern Standard Time
Monday to Friday

Telephone In Australia: 1800 278 4264 (freecall)
International: +612 409 166 980 or, 61 (0) 409 166 980

Fax In Australia: 02 8569 1866
International: +612 8569 1866

Email info@arthangingsystems.com.au

Address: Art Hanging Systems
P.O. Box 954
FIVE DOCK NSW
AUSTRALIA 2046

All fax, phone or email orders are treated as an express intention to purchase the nominated goods (Purchase Order) for a previously quoted price.

5. PRICING

- a. Unless otherwise specified, all prices on our website are quoted in Australian Dollars (AUD).
- b. Listed prices are displayed including GST or other taxes where applicable.

6. ORDER PROCESS

- a. Unless previously quoted, you accept that any extra freight charges will be added to your order.
- b. Once payment has been accepted, your order will be processed within 48 hours and dispatched unless otherwise advised.
- c. Customers will be notified via email or phone if delays in shipping occur.

7. METHODS OF PAYMENT

For ordering online we accept the following methods of payment:

- i. Secure credit card transactions with Dialect using Secure Socket Layer+ technology for VISA, Master Card.

A payment is considered complete when the funds have been cleared.



8. DELIVERY

We use Australia Post and TNT for delivery ensuring your products are delivered in a timely manner and ready for immediate use.

All orders are securely packaged so all products should arrive as they left – in perfect condition. Delivery costs are determined by size and weight and are calculated when going through the checkout process.

Longer items that exceed TNT maximum sizing are assessed and priced according to their actual or cubic weight equivalent, whichever is greater, and then sent via courier.

If you have any delivery queries, please email us info@arthangingsystems.com.au

- a. Inside Australia: Satchels will be delivered by Australia Post; longer items will be delivered by TNT.

Cost of delivery is as listed below in \$AUD.

Small parcels under 500 grams: \$10.00
Parcels over 500 grams and under 3 kgs: \$15.00

Rail orders under 10 kgs: \$39.00 - \$82.00 based on TNT postcode zones throughout Australia.

Rail orders over 10 kgs: From \$41.10 based on TNT postcode zones throughout Australia.

* Oversized freight charge for rail orders included in prices listed.

International: Orders sent internationally will be delivered through Fed Ex or Australia Post. Extra costs apply for longer items.

Cost of delivery is upon request.

- b. Documentation: An itemised Tax Invoice containing a description of goods purchased and freight charged accompanies all orders.
- c. Final Delivery: All orders both domestic and international will only be delivered to residential or business addresses, and will require a signature upon receipt or a signed authority to leave card. Deliveries to apartments must be received by the apartment resident and cannot be left with other parties or in the common areas of the building.



9. RETURNS

Ensuring our customers are 100% satisfied is of the utmost importance to us. If you are in any way dissatisfied with the products you have received, we will happily organise a refund or an exchange for you, so long as the products are returned to us within 14 (fourteen) days of you receiving them, undamaged and in original packaging.

Postage will be the responsibility of the returning party. If there is something about the product you are unhappy with, please let us know, so we can try to improve our services.

10. REFUNDS

In accordance with the Australian Competition and Consumer Commission and under the *Trade Practices Act 1974* you may seek a refund if goods:

- are or become faulty through no fault of your own
- are not fit for a stated purpose or a purpose you made known to our sales staff
- don't match our description or sample
- have defects that were not obvious or we did not bring to your attention.

However, the goods must be returned within a reasonable period (14 days) and you may be asked for proof of purchase. You may also be asked to demonstrate that the problem with the goods was not your fault.

If you prefer an alternative to a refund, we can arrange for goods to be exchanged or repaired. A store credit may be offered at our discretion.

Please choose carefully as you are not entitled to a refund if you simply change your mind. Keep your receipt as proof of purchase.

Please contact us if you require any further information on 1800 278 4264 or email us at info@arthangingsystems.com.au.

CONTACT US

Please feel free to contact us if you require further information or a clarification of any statements above.

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