



# OCEANVIEW TECHNOLOGIES

## WEBSITE TERMS OF SALE

### TERMS AND CONDITIONS FOR GOODS SOLD BY OCEANVIEW TECHNOLOGIES PTY LTD

These Terms and Conditions constitute a legally binding contract between the customer ("you") and Oceanview Technologies Pty Ltd (ACN 169 115 459) ("Oceanview Technologies") and apply to the ordering purchase, fulfillment and delivery of goods ("Goods") from Oceanview-technologies.com.au. By placing an order for Goods from Oceanview Technologies you agree to these Terms and Conditions.

Please read the following Terms and Conditions carefully before placing your order. The Terms and Conditions contain important information about the ordering, processing, fulfillment and delivery of Goods.

#### 1. DEFINITIONS

In these Terms and Conditions:

"Account" means a personal account created by you on the Website;

"Additional Delivery Charge" has the meaning given in Section 3.4;

"Delivery Charge" has the meaning given in Section 3.3;

"International Delivery Charges" has the meaning given in Section 3.5;

"Order" means an order for Goods, placed on the Website;

"Password" means the password needed to access your Account;

"Pre-Orders" means an Order placed for a software product or goods prior to the official release date of that product;

"Restricted Goods" means Goods which are only intended to be viewed, played, listened to or otherwise utilised by a person of at least a certain age; and

"Website" means Oceanview-technologies.com.au.

#### 2. YOUR LEGAL RIGHTS

Your purchase of Goods will be subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded, including that the Goods must be of acceptable quality, reasonably fit for the purpose that Oceanview Technologies represents they will be fit for, and that the Goods will correspond with any relevant description. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.



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## 3. PRICING & TAXES

3.1 Prices for Goods are as shown on the Website.

3.2 Oceanview Technologies reserves the right to change the prices of Goods at any time without notice to you. The price displayed at the time that you place your Order will continue to apply to you even if the price changes before your Order is accepted by Oceanview Technologies.

3.3 In addition to the price for the Goods, you will also need to pay the advertised delivery charge (if any) ("Delivery Charge"). Any Delivery Charge will appear in your shopping cart.

3.4 In addition to the price for the Goods and the Delivery Charge (if any) you may also need to pay any additional delivery charges which are not shown in your shopping cart but which we incur because you live in an area where light aircraft or barge transport is required, or to which our national courier company does not provide a door-to-door service ("Additional Delivery Charge"). These include, without limitation, Christmas Island, Norfolk Island, Roma and Nhulunbuy. Such charges may apply even where the item is shown on the Website as having "free delivery", "free freight" or something similar. If you live in an area to which an Additional Delivery Charge will apply Oceanview Technologies will contact you before accepting your Order and provide you with a quote for the Additional Delivery Charge. If, within the timescale specified, you do not agree to accept the Additional Delivery Charge, Oceanview Technologies will cancel your Order. Oceanview Technologies will not take payment for your Order until you have confirmed your acceptance of the Additional Delivery Charge.

3.5 If Oceanview Technologies agrees to deliver Goods outside of Australia, international delivery charges will apply ("International Delivery Charges"). International Delivery Charges, applicable to your relevant country, will appear in your shopping cart.

3.6 By placing an Order you agree to pay the price for the Goods, any Delivery Charge, any Additional Delivery Charge and any International Delivery Charge.

3.7 All prices and Delivery Charges, Additional Delivery Charges and International Delivery Charges quoted are in Australian dollars and are inclusive of GST.

## 4. YOUR ACCOUNT

4.1 If you do not already have an Account you will need to create one before placing an Order.

4.2 You may not set up an Account for someone else.

4.3 Please ensure that you enter all information carefully when creating an Account. You warrant to Oceanview Technologies that all information provided by you in relation to your Account is complete, true and accurate

4.4 You must notify Oceanview Technologies immediately if you become aware of any actual or potential unauthorised use of your Password or Account.

4.5 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Oceanview Technologies will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect



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result of: (i) your Account information being incomplete or inaccurate; or (ii) any unauthorised use of your Password or Account which takes place before you notify Oceanview Technologies, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

4.6 If Oceanview Technologies suffers any loss, damage, cost or expense as a result of any unauthorised use of your Password or Account which takes place before you notify Oceanview Technologies then you must pay Oceanview Technologies the amount of that loss, damage, cost or expense if Oceanview Technologies asks you to.

## 5. ORDERS

5.1 You can place an Order by following the instructions on the relevant Oceanview Technologies website.

5.2 An Order submitted by you is an offer by you to purchase the Goods for the price plus the Delivery Charge as shown at the time of submission of your Order and any applicable Additional Delivery Charge or International Delivery Charge. Oceanview Technologies may accept or reject your offer in its absolute discretion. In particular, but without limitation, Oceanview Technologies may reject Orders for commercial quantities of Goods. If you wish to order commercial quantities of Goods please contact [mail@oceanviewtechnologies.com.au](mailto:mail@oceanviewtechnologies.com.au)

5.3 Each Order that you place will, if accepted by Oceanview Technologies, be a separate and binding agreement between you and Oceanview Technologies with respect to the supply of the relevant Goods, in accordance with these Terms and Conditions.

5.4 If you place an Order for someone else to receive the Goods you must obtain their consent before providing Oceanview Technologies with their personal information and, by placing an Order, you confirm to Oceanview Technologies that you have done this.

5.5 Sale of Restricted Goods is subject to various Commonwealth, State and Territory laws. By placing an Order for any Restricted Goods you warrant to Oceanview Technologies that you are:

- (a) 18 years of age or older, where you Order products that are classified R18+;
- (b) 15 years of age or older, where you Order products that are classified MA15+.

When placing an Order for Restricted Goods you warrant that you are not obtaining the Restricted Goods on behalf of a person that is not eligible to purchase the Restricted Goods themselves.

5.6 For "Promo Item" Goods, a limit of one per customer applies.

5.7 Please ensure that you enter all information carefully when placing an Order. You warrant to Oceanview Technologies that all information provided by you in relation to each Order is complete, true and accurate.

5.8 Please check your Order carefully (including the quantities ordered) before submitting it as Orders may not be able to be changed or cancelled once the Order has been accepted by Oceanview Technologies. Oceanview Technologies will use



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reasonable endeavours to cancel or change the Order if it has not already been shipped but makes no representation that it will be able to do this.

5.9 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Oceanview Technologies will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of your Order information being incomplete or inaccurate or as a result of being unable to change or cancel your Order once it has been accepted by Oceanview Technologies, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

5.10 Where you place separate Orders the Goods will be delivered separately and a separate Delivery Charge (and Additional Delivery Charge/ International Delivery Charge if applicable) will apply to each Order. Oceanview Technologies cannot consolidate separate Orders into one delivery.

5.11 Where you order more than one item in one Order, all Goods for which your Order is accepted at the same time will be dispatched together where practicable. However, in some cases Goods may be dispatched separately, for example: in order to ensure that you receive each of the Goods as promptly as possible; where the goods are being dispatched from different locations; or where the Goods are of different types (e.g a mixture of hardware and software).

5.12 You acknowledge that all Goods that you Order are intended for personal, domestic, non-commercial use only.

5.13 The internet can be an unstable, and sometimes insecure, marketplace. At times the facility to place Orders may not be available, your Order might not be received, your Order may be lost or misdirected, or your Order might be delayed.

5.14 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system, and contains appropriate protection to prevent damage to your computer system caused by viruses, malicious computer code or other forms of interference.

5.15 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Oceanview Technologies will not be liable to you, or any other person, for any loss, damage, cost or expense arising out of or in connection with any of the events set out in Section 5.13 or arising out of or in connection with you accessing the Website, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## 6. AFTER YOU HAVE SUBMITTED AN ORDER / PAYMENT

6.1 When you submit an Order you will receive an Order reference number via e-mail.

6.2 Oceanview Technologies will process payment for your Order when, or shortly after, you place your Order (except to the extent set out in clause 3.4). Your Order is deemed to be accepted by Oceanview Technologies when Oceanview Technologies



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does this, however Oceanview Technologies may, in certain circumstances, cancel your Order after acceptance as set out in these Terms & Conditions. In the event that Oceanview Technologies cancels your Order having already processed payment, it will refund payment in accordance with Section 13.1. This Section 6.2 does not apply for Pre-Orders which you are paying for by credit card or direct debit.

6.3 If you are paying for a Pre-Order by credit card, Oceanview Technologies will take a \$1 pre-authorisation from your card when, or shortly after, you place your Order. However, actual payment is not taken at this time and is made in accordance with clause 6.4 below.

6.4 If you are paying for a Pre-Order by credit card, Oceanview Technologies will take payment for your Order immediately before dispatch of the Goods to you. Your Order is deemed to be accepted by Oceanview Technologies when Oceanview Technologies does this.

6.5 In the event that the price of a Pre-Order is permanently reduced between the time that payment is taken pursuant to Section 6.2 above and the time of the dispatch of the Pre-Order, the amount of the price reduction will be refunded to you. For PayPal account payment the time that it takes for the refund to take effect is likely to be between 1 and 10 days and will depend upon how quickly PayPal processes the cancellation.

6.6 When Oceanview Technologies accepts an Order it represents an agreement by Oceanview Technologies to supply the Goods to you in accordance with your Order subject to receiving payment from you and subject to these Terms and Conditions.

6.7 You must pay for Goods by credit card (Visa or Mastercard), certain prepaid payment cards or PayPal account. If the name on the credit card/payment card/account does not match the name on the Order, Oceanview Technologies may ask you to provide additional information (for example, proof of identity documents) in accordance with its fraud detection processes. By providing your credit card/payment card/gift card you authorise Oceanview Technologies to deduct the price and the applicable delivery charge(s) from such card.

6.8 Oceanview Technologies reserves the right to change the payment methods that can be used for Orders at any time in its absolute discretion.

6.9 Oceanview Technologies may not be able to, or may decline to, accept payment from you by your nominated payment method at any time for any reason including, without limitation: (a) where our fraud detection systems detect possible irregularities; (b) because your financial institution has declined payment; or (c) because your payment card has expired. Where this is the case, your Order will be placed on hold and Oceanview Technologies will contact you to ask you to provide additional information (for example, proof of identity documents) or arrange payment by another method. If you are unable to comply with Oceanview Technologies requests within the timescale specified, Oceanview Technologies may cancel your Order.

6.10 Goods that you have ordered will not be dispatched to you until your payment for the Goods has cleared. If your payment cannot be processed, your Order will be rejected and we will notify you by email.



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## 7. CANCELLATION OF ORDERS

7.1 Oceanview Technologies reserves the right to cancel, at any time before delivery and for whatever reason, an Order that it has previously accepted. Oceanview Technologies may do this for example, but without limitation, where:

- (a) Oceanview Technologies suppliers are unable to supply Goods that they have previously promised to supply;
- (b) an event beyond Oceanview Technologies control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike or failure of computer systems, means that Oceanview Technologies is unable to supply the Goods within a reasonable time;
- (c) Goods ordered were subject to an error on the Website, for example, in relation to a description, price or image, which was not discovered prior to the Order being accepted;
- (d) you ask Oceanview Technologies to cancel your Order in accordance with section 5.8; or
- (e) in the circumstances set out in Sections 3.4 or 6.9.

7.2 You may cancel your Order where Oceanview Technologies:

- (a) has breached a material term of this Agreement;
- (b) is not able to deliver your Order within a reasonable time of the estimated delivery time advertised on the Website or as set out in these Terms and Conditions, other than a result of any delay for which you are wholly or partly responsible such as a failure to provide the correct delivery address or to pay for the Goods.

7.3 Where Oceanview Technologies cancels your Order after acceptance it will send you an e-mail notifying you of cancellation..

7.4 In the event of Oceanview Technologies or you cancelling your Order after payment has been processed, Oceanview Technologies will refund any money paid in respect of that Order. Section 13 of these Terms and Conditions sets out further information about refunds.

7.5 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law) or as expressly set out in these terms and conditions, Oceanview Technologies will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of cancellation of your Order, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## 8. AVAILABILITY OF GOODS/REFURBISHED STOCK

8.1 As Oceanview Technologies is dependent upon its Suppliers to provide stock, Oceanview Technologies cannot guarantee availability at all times. You acknowledge and agree that, from time to time, certain Goods may be out of stock or unavailable. Oceanview Technologies reserves the right to withdraw or suspend from sale any Goods displayed on the Website, either temporarily or permanently, at any time without notice to you. Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Oceanview Technologies will not be liable to

you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of the unavailability of any Goods at any time, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

8.2 Goods that are shown on the Website as "Refurbished Stock" are Goods which have a cosmetic blemish or imperfection such as a scratch, dent or rub mark, have had a fault that has now been repaired by the manufacturer, or are ex-display models. All Refurbished Stock is in perfect working order and comes with the standard manufacturer's warranty in addition to any statutory rights which apply.

## 9. DELIVERY

9.1 Risk and title in Goods passes to you on the date and time of delivery of the Goods to the delivery address provided in your Order.

9.2 Goods will generally only be delivered to addresses within Australia.

Oceanview Technologies is unable to deliver to certain parts of Australia and where this is the case the Website will reject your Order. Oceanview Technologies may, in its absolute discretion, agree to accept Orders for software products for delivery outside Australia but is under no obligation to do so.

9.3 Where requested, Oceanview Technologies will deliver to PO Boxes in Australia where possible based on the size of the Goods. Where it is not possible to deliver the Goods to a PO Box and you have input a PO Box as the delivery address when placing your Order, Oceanview Technologies will call you to arrange an alternative delivery address

9.4 Following dispatch of your Goods, Oceanview Technologies will email you with confirmation of dispatch and an invoice for your Order.

9.5 On delivery you may be required to sign a proof of delivery document. If you are not available to take delivery, your Goods will be taken to a local depot or post office and a calling card containing the relevant contact details will be left at the delivery address.

9.6 If you require Goods that you have ordered to be re-directed to an address which is not the original Order address Oceanview Technologies may charge you a reasonable fee for doing this.

9.7 For consumer electronics products stock will be labelled on the Website as either: "In Stock" or "Awaiting Stock"

In Stock - Oceanview Technologies aims to have the Goods dispatched to you within 3 business days (some goods will be dispatched significantly quicker than this).

Awaiting Stock – the Goods will need to be ordered from the supplier or transferred from another Oceanview Technologies store. Oceanview Technologies aims to have the Goods dispatched to you within 5-9 business days when are where possible.

Delivery of software products should occur within standard Australian Post delivery times.



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9.8 For all products other than consumer electronics products stock will be labelled on the Website as either: "In Stock", "Awaiting Stock" or "Special Order":

In Stock - Oceanview Technologies aims to have the Goods dispatched to you within 3 business days (some goods will be dispatched significantly quicker than this).

Awaiting Stock – the Goods will need to be ordered from the supplier or transferred from another Oceanview Technologies store. Oceanview Technologies aims to have the Goods dispatched to you within 4-9 business days.

Special Order – the goods will need to be ordered from the supplier. The time that it takes to source such Goods will vary significantly from 1 week to 12 weeks. Oceanview Technologies will contact you in respect of the expected delivery date or you can contact Oceanview Technologies before placing your Order for further information.

9.9 Delivery of software products should occur within standard Australian Post delivery times. For all other products, please allow 2-5 days from dispatch for metro courier delivery and 3-7 days for regional areas. Remote deliveries are subject to local transport schedules and may take longer. Where an Order is to be delivered outside Australia, delivery is likely to take between 2-4 weeks by air mail.

9.10 Oceanview Technologies arrangements with its suppliers means that Oceanview Technologies is only permitted to dispatch online Pre-Orders no earlier than one day prior to the official release date of the Goods offered for Pre-Order. Goods ordered up to 7 days prior to the official release date are (unless otherwise advised) guaranteed to be dispatched from our warehouse no later than one day prior to the official release date via standard post, and may therefore arrive at designated addresses within Australia up to five working days after dispatch. Delivery outside Australia or to locations covered by clause 3.4 above is likely to take longer. Goods ordered within 7 days prior to the official release date may not be dispatched until after the official release date.

## 10. DELAY IN AVAILABILITY OR DELIVERY OF GOODS

10.1 You agree and acknowledge that:

- (a) Oceanview Technologies does not guarantee the delivery or availability of Goods within the timeframes set out in Sections 9.7 - 9.10 above or otherwise specified by Oceanview Technologies or any of its staff;
- (b) events outside Oceanview Technologies's control may cause delays, or in some circumstances, prevent your Goods from being delivered or available for pick-up in store;
- (c) delays are particularly likely to occur around Christmas, Easter and public holidays; and
- (d) except to the extent expressly set out in these Terms and Conditions or otherwise required by law (including, without limitation, the Australian Consumer Law), neither Oceanview Technologies nor any of its agents will be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in delivery of the Goods to you or delay in the availability of Goods for pick



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up in store, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## 11. REFUNDS OF YOUR MONEY

11.1 Where Oceanview Technologies is obliged to refund your payment pursuant to these Terms and Conditions, Oceanview Technologies aims to initiate your refund within 2 business days (Monday – Friday 9 a.m to 5 p.m Melbourne time). The additional time that it takes for you to actually receive your refund will depend upon how quickly your financial institution processes the refund.

11.2 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Oceanview Technologies will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in you receiving any refund due to you, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## 12. RETURNS/FAULTY OR DAMAGED GOODS

12.1 You should check your Goods as soon as they are delivered to you in order to ensure that: (i) they are what you ordered; and (ii) they are not damaged or faulty. If this is not the case you should contact Oceanview Technologies on [mail@oceanviewtechnologies.com.au](mailto:mail@oceanviewtechnologies.com.au) as soon as possible.

12.2 If you have a problem with any Goods or otherwise wish to return them please refer to Oceanview Technologies Returns Policy which forms part of these Terms and Conditions. Please note that, in addition to contacting the manufacturer or Oceanview Technologies, you can also contact us on [mail@oceanviewtechnologies.com.au](mailto:mail@oceanviewtechnologies.com.au)

12.3 When returning Goods:

- (a) please provide Oceanview Technologies with your proof of purchase;
- (b) it is a requirement for the fulfillment of refunds, exchanges and warranties that Customers use their best endeavours to return all out-of-the-box accessories (such as power cords and batteries) supplied at the time of original purchase.

Customers are also encouraged to use the original packaging where possible in order to avoid damage in transit.

12.4 You are not entitled to any refund or exchange just because any packaging is damaged in transit. The packaging exists to protect the Goods themselves.

## 13. MORE INFORMATION ABOUT Oceanview TECHNOLOGIES LIABILITY TO YOU

13.1 To the full extent permitted at law, Oceanview Technologies is not liable for any loss of profit, loss of revenue, loss of business, loss of bargain, loss of savings, loss of data, loss of goodwill, loss of reputation, the cost of obtaining replacement or alternative goods or the cost of other remedial measures, or for any indirect, special, economic or consequential loss, arising in connection with any Order or Account.



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### 14. PRIVACY

14.1 Oceanview Technologies policy on the collection, use and disclosure of customers' personal information is set out in its Privacy Policy which forms part of these Terms and Conditions.

### 15. WEBSITE TERMS

15.1 Your use of the Website is governed by the Website Terms of Use.

### 16. GENERAL

16.1 Oceanview Technologies reserves the right to amend these Terms and Conditions at any time. Any amendment will take effect from the time that it appears on the Website. The Terms and Conditions which apply at the time that you place your Order are the Terms and Conditions which will apply to your Order.

16.2 Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

16.3 These Terms and Conditions are governed by the laws of Western Australia, Australia.

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Oceanview Technologies Pty Ltd

ABN 47 169 115 459

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