

## Website Terms & Conditions

You should read these Terms and Conditions (**T&Cs**) carefully.

In these T&Cs:

**Customer** or **You** means the person or legal entity using the Website or making any purchase of goods or services through the Website.

**Delivery Cost** means the costs associated with delivery as specified in an Order.

**Faulty or Damaged Goods** means purchased Products that are faulty, damaged, do not match the sample or description displayed on the Website, or are otherwise not fit for purpose.

**Forward Order Sale** means Products that are sold in anticipation of being in stock on or near to the dispatch date stated in the Product listing on the Website.

**Goods** means the Products listed in an Order.

**Intellectual Property** means all proprietary and intellectual property rights in content, trade names, logos and images and the like on the Website, including without limitation patent, copyright, trademarks and registered designs.

**Manufacturer's Warranty** means any warrant provided by the manufacturer of a Product.

**Material** means any information (including but not limited to data, source codes, and drawings) or images in any form (whether visible or not) stored on or in use on the Website.

**Order** means an offer by You to purchase a Product through the Website at the Price stated on the Website plus Delivery Costs and subject to these T&Cs.

**Precision** means Precision Management (Aust) Pty Ltd ABN 23 079 598 682 and where necessary includes its employees, directors, servants and agents.

**Privacy Policy** means the privacy policy located at [www.labtech.com.au/privacy-policy](http://www.labtech.com.au/privacy-policy) (as may be amended or replaced by Precision from time to time)

**Product** means any item listed on the Website (for sale or otherwise), including extended warranties.

**Website** means the internet site located at [www.labtech.com.au](http://www.labtech.com.au) which is owned and operated by Precision

These T&Cs may be amended or replaced by Precision from time to time.

### Site Use & Privacy

Your use of the Website is subject to the Privacy Policy.

### Errors and misprints

All care is taken to ensure that pricing and specifications for Products are current and accurate at time of publishing however, Precision takes no responsibility for typographical errors or misprints in this Website or any printed material published by Precision or its suppliers. Any incorrect pricing or specifications will be corrected upon notification to Precision.

Precision reserves the right to cancel the supply of Products to You in the event of a pricing or specification error. In the event of a cancelled Order, any funds paid by You and received by Precision in relation to that Order will be refunded in full as soon as is reasonably practicable.

### Pricing

All prices listed on the Website:

- (a) are in Australian dollars unless otherwise specified;
- (b) include GST unless otherwise specified;

- (c) exclude Delivery Costs, which are shown separately in the Product page but may be recalculated depending on the number of Products You place in an Order.

All prices displayed on the Website are subject to change without notice. Prices for items in an Order are fixed once only your Order has been confirmed. Subsequent price changes either up or down will not be retroactively applied to Orders.

You agree to pay all Delivery Costs as they are calculated and listed in the Order confirmation at the time of purchase.

For multiple purchases on the same order, going to the same delivery address, you pay a discounted delivery fee. This fee will be based on the items purchased and will be displayed during the checkout process.

If a discount code is entered at the checkout, it has the effect of applying a discount equally across the entire Order, including all Goods and associated Delivery Costs.

### **Product specifications**

Features and specifications of Products described or depicted on the Website are subject to change without notice. Precision and its suppliers reserve the right to change these specifications and features at any time without notice. An alteration does not entitle the Customer to return Products, cancel an Order or otherwise avoid its obligations and liabilities pursuant to these T&Cs.

All weights and dimensions indicated are approximate.

Some product images appearing on the Website or in published material from Precision or its suppliers may have been digitally enhanced or manipulated for the purpose of presentation and clarity.

### **Orders**

You may place an Order by following the instructions on the Website. Your Order will be submitted by completing payment details and clicking the 'complete order' button.

Orders will be deemed to have been received by Precision at the time Precision sends an Order confirmation to Your nominated e-mail address. No Order is accepted until you receive an order confirmation from Precision. Precision is not obliged to accept or proceed with any Order.

Precision is an online business and will primarily communicate with Customers via e-mail. It is the Customer's responsibility to ensure the correct contact details are entered and that the nominated e-mail address is regularly checked for correspondence.

If you wish to purchase Products in commercial quantities, please contact Precision by email at: [admin@labtech.com.au](mailto:admin@labtech.com.au)

Precision, at its absolute and sole discretion, may cancel Your Order at any time prior to dispatch of the Goods, including Products that are sold on Forward Order Sale. In the event of a cancelled Order, funds paid in relation to that Order will be refunded in full as soon as is reasonably practicable. You will be provided with e-mail acknowledgement of any cancellation and refund.

Precision accepts no responsibility for Orders that are declined, cancelled or not accepted due to disruptions with internet connections.

### **Order confirmation**

After placing an Order, once it is accepted by Precision, you will automatically be sent an "Order Confirmation" email to the email address you entered during checkout. The subject line will state "Order Confirmation from Precision" and will contain your order number, the items ordered, the total of your order and your delivery details. This email is acknowledgment of your order and your receipt.

If you haven't received an Order Confirmation within 24 hours of placing your order, please contact Precision by phone or email.

### **Unfulfilled Orders**

In the unlikely event of Precision not being able to fulfil your Order due to a Product being out of stock or any other unforeseen circumstances, Precision will contact You by telephone or email. You will be offered an alternative product or the option to delay delivery until the next available delivery date for the required Product. Precision will keep You informed in this regard and will allow You the right to cancel the order and receive a full refund of any monies paid.

### **Payment**

Precision accepts payment through the Website via PAYPAL, VISA, MasterCard, American Express and Diners Club.

Payments made using a credit card are authorised using SSL (Secure Socket Layer) secure credit card facility operated by a third party. Precision does not keep your credit card details. Precision's merchant facility provider will process your credit card payment after you click the "Submit Order" button.

Payment for Orders will be processed immediately upon confirmation of Your Order, including for Products that are listed as on Forward Order Sale.

If Your nominated payment method triggers an alert in Precision's internal transaction protocols or those of its merchant facility provider, Precision or its merchant facility provider may contact You to confirm additional details or rescind the transaction.

Payments made by cheque, money order or direct deposit will incur a delay in shipment until payments received have cleared the banking process.

### **Delivery and ownership of the goods**

Precision is unable to supply goods via the Website to any regions, states or countries beyond the boundaries of Australia. If you are outside of this area and need to purchase a product from us, please contact us directly by email at: [admin@labtech.com.au](mailto:admin@labtech.com.au)

Precision ships by various carriers to most regions throughout Australia. From time to time, Precision also uses Australia Post and other courier companies to deliver shipments.

Precision online orders are dispatched Monday to Friday only, excluding public holidays. Precision aims to deliver in a prompt and timely manner and normally dispatches orders from its distribution centre within 2 working days from acceptance of an Order. Factors outside of Precision's control may result in delays in delivery.

Whilst every care is taken to ensure accurate and safe delivery, unforeseen circumstances can arise, such as theft or damage or a parcel not arriving at a certain time or place. Precision does not accept any liability for loss or damage suffered as a result of any delay in delivery.

The date of dispatch listed on the Website is the estimated date of dispatch as is reasonably estimated by Precision and is subject to change without notice. Where scheduled dispatch of a Product is delayed by more than one week, Customers will be notified by e-mail via the e-mail address nominated in their Order.

Precision cannot deliver any chemical product to PO Box addresses.

All deliveries must be signed for, Precision strongly recommends that your Delivery / Shipping Address is an address where someone will be available for delivery during business hours, 9am to 5pm, Monday to Friday.

Precision recommends that you consider having delivery made to your work address (if your employer allows this) if you are not able to be present at your normal delivery address (for example, your residence).

Title and risk in the Products passes to the Customer on signing for delivery of the Goods however, where a Customer gives authority for Products to be delivered without a signature, any and all included insurance cover will be voided and risk passes on delivery. Where there is no proof of delivery, this date will be assumed to be 4 business days from the date of dispatch of the Product.

Details of any Products as recorded by Precision upon dispatch will be conclusive evidence of the Products and their quantity received by You on delivery unless You provide evidence reasonably satisfactory to Precision proving the contrary within 7 days of delivery. You waive any claims regarding shortage of any Products delivered unless notice of claimed short delivery is provided to Precision within those 7 days.

### **Assembly, installation and setup**

Precision does not provide assembly, installation or Product set up services nor are these services included in the price of any Product sold through the Website.

If you need assistance to set up, assemble or install one of Precision's Products, please contact Precision to advise you of a service provider in your area.

You must act reasonably, lawfully and take all steps reasonably available to You to protect your own interests, including managing all safety risks associated with the operation or use of the Products, having them properly installed, properly reading and following any instructions or manuals.

### **Faulty or Damaged Goods**

Precision will facilitate the repair or replacement of Faulty or Damaged Goods in accordance with terms and conditions of the manufacturer's warranty.

Where a Good is a Faulty or Damaged Good within the first 7 days after delivery or is already a Faulty or Damaged Good upon delivery, and the Customer notifies Precision of the nature of the fault or damage within the first 7 days after delivery, then Precision will:

- (a) replace the Faulty or Damaged Good with a replacement Product; or
- (b) if Precision is unable to provide a replacement Product, Precision will refund the Customer the purchase price including the Delivery Cost however,
- (c) where a replacement Product is available, and the Customer would prefer to receive a refund instead of the replacement Product, the refund will be for the amount of the price paid excluding the Delivery Cost.

Outside of this 7 Day period, faults will be dealt with in accordance with the applicable manufacturer's warranty and / or relevant contractual terms implied by statute.

Where Products are already Faulty or Damaged Goods upon delivery, Precision requires photographic evidence of the damage to be e-mailed to [admin@labtech.com.au](mailto:admin@labtech.com.au) before authorizing return of the Products.

Precision's suppliers reserve sole discretion to determine whether the Products are in fact Faulty or Damaged Goods. Precision's suppliers also reserve the right to have a Product assessed by an authorized repair centre of their choice.

Precision may seek reimbursement of any costs incurred by Precision in relation to a claim of Faulty or Damaged Goods when the Product is found not to be Faulty or Damaged Goods.

Alterations or repairs to products purchased from Precision are not permitted without express permission from the manufacturer. Unauthorized repairs or alterations to products purchased from Precision will void the manufacturer's warranty and the Product will be deemed to not be Faulty or Damaged Goods.

### **Refunds and returns**

Other than in accordance with Precision's 7 Day Satisfaction Guarantee, refunds are strictly limited to those available under clauses implied by statute.

Other than in relation to Faulty or Damaged Goods, Precision will only accept the return of Goods that have been supplied incorrectly.

In order to facilitate a return under these T&Cs, e-mail [admin@labtech.com.au](mailto:admin@labtech.com.au)

The Customer must comply with directions from Precision staff to facilitate a return. Returned Products must be returned in their original packaging and in the same condition as when supplied, with all accessories and must be in a re-saleable condition.

Delivery and Handling fees (both ways) are non-refundable unless the Product is Faulty or Damaged Goods.

It is the Customer's responsibility to ensure that returned Products are returned safely. Precision takes no responsibility for Products lost in transit on return to Precision.

### **Warranties**

Precision does not provide any warranty in relation to the Products. All Products sold on the Website are covered by their respective Manufacturer's Warranty only. (The warranty details for each product can be viewed on the product category pages).

To the extent permitted by law, any express or implied warranty or condition (including, but not limited to, merchantability, suitability or fitness for purpose, quality, design, assembly, installation, operation or otherwise) is expressly negated.

Precision will carry spare parts for each Product for the length of the standard Manufacturer's Warranty period. Precision does not guarantee the availability of spare parts outside of these periods. Where a Product is outside of warranty, Precision reserves the right to refuse to supply spare parts where limited stock is available.

Certain legislation may imply warranties or conditions or impose obligations upon Precision which cannot be excluded, restricted or modified. If those statutory provisions apply, to the extent to which Precision is able to do so, its liability will be limited, at its option to the replacement of the Products or resupply of equivalent Products; repair of the Products; payment of the cost of replacing the Products or acquiring equivalent Products; or the payment of the cost of having the Products repaired.

Alterations or repairs to Products purchased from Precision are not permitted without express permission from the manufacturer. Unauthorized repairs or alterations to Products purchased from Precision will void the Manufacturer's Warranty.

### **Intellectual Property**

All Intellectual Property in any Material on the Website is the property of Precision. Unless expressly authorized under these T&Cs or otherwise, you may not reproduce adapt, modify, display, perform or distribute any Material or any part of any Material. Nothing in these T&Cs give You any interest in the Intellectual Property or the Materials.

### **Indemnity**

You waive, release, discharge and relinquish any and all claims that you have now or may have against Precision which are connected with, arise out of, relate to or are incidental to the use of the Website or the Products.

You indemnify and will keep indemnified Precision and hold harmless from and against any and all claims, loss, damage, taxes, liability and/or expense that may be incurred by Precision arising out of or in connection with the your use of the Website and the use of any Products outside the manufacturer's specifications (as specified in Product manuals and as notified to you from time to time).

### **Liability**

To the extent permitted by law, all conditions or warranties expressed or implied by law are excluded and the liability of Precision (in contract, negligence or otherwise) is limited (at the option of Precision) to the resupply of the Products, repair of the Products, or the cost of having the Products repaired or supplied again. You agree that Precision shall not be held liable for any indirect, special or consequential loss.

To the extent permitted by law, all conditions or warranties expressed or implied by law are excluded and the liability of Precision (in contract, negligence or otherwise) is limited (at the

option of Precision) to these Terms and Conditions and those listed in related Precision warranties.

### **General**

Precision reserves the right to make changes to the Website and these T&Cs without notice.

These T&Cs contain the entire agreement as between the parties in relation to its subject matter.

Any provision of these T&Cs which is void or unenforceable may be severed without affecting the enforceability of other provisions.

A failure or delay by Precision to exercise a power or right under these T&Cs does not operate as a waiver of that power or right, and the exercise of a power or right by That's Living does not preclude its future ability to exercise that or any other power or right.

These T&Cs are governed by and must be construed according to the law of the State of New South Wales, Australia and the parties submit to the jurisdiction of the courts in that State.

You warrant that You have obtained or have had adequate opportunity to obtain independent legal advice as to the meaning and effect of these T&CS before they were accepted by You.

The agreement contained in these T&Cs cannot be varied except as agreed in writing by Precision.

### **Complaints**

If You have a complaint, comment or feedback to offer Precision in relation to your shopping experience, Product, Website error or a transaction difficulty, please contact Precision by using the "Contact Us" facility on this Website.

Precision aims to respond to Your request in the shortest time possible.

### **Customer service hours**

Precision's customer service hours are 9am to 4pm (AEST), Monday to Friday except public holidays. Precision can be contacted by telephone on (02) 8064 2333 or by email at [admin@labtech.com.au](mailto:admin@labtech.com.au)