

SCAFFKiT

WEBSITE TERMS & CONDITIONS

Welcome to our website. This website with URL address www.scaffkit.com.au is owned and operated by PMW VENTURES T/A SCAFFKiT (52656933970). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern SCAFFKiT's relationship with you in connection with this website. Should you not agree with any of these website terms and conditions, please do not use our website.

The term 'SCAFFKiT' or 'us' or 'our' or 'we' refers to SCAFFKiT, the owner of the website, whose registered office is 52656933970, Western Australia. The term 'you' or 'your' refers to the website user.

1. Agreement Deemed By Use

- (a) Use of this website ("site") deems your agreement to be bound by the terms and conditions of use ("website terms and conditions") listed below.
- (b) These terms and conditions may be amended from time to time. Your continued use of our site following any such amendments will be deemed to be confirmation that you accept those amendments.
- (c) Your use of this site and any dispute arising out of your use is subject to the laws of Western Australia.

2. Use Of Materials, Graphics & Text From This Site.

- (a) This site is owned and operated by SCAFFKiT. Unless otherwise specified, the materials in this site are presented for the purposes of promoting SCAFFKiT products and providing information about SCAFFKiT to suppliers and the general public.
- (b) This site contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look and graphics of the site. It is prohibited and unlawful to replicate, copy, reproduce, republish, upload, post, transmit or distribute any material from this site in any way without our written consent.
- (c) Use of any material in this site on any other site or networked computer environment is prohibited.
- (d) All trademarks, service marks, and trade names are proprietary SCAFFKiT.
- (e) All other rights are reserved by SCAFFKiT as the copyright owner.

3. Product Information & Prices

- (a) SCAFFKiT endeavours to keep this site up to date. However, prices and content listed on this site and terms and conditions of any kind relating to products displayed on this site may not be current or complete. SCAFFKiT reserves the right to vary or modify the information on the site without notice.
- (b) Despite our best efforts, a small number of the items in our catalogue may be mis-priced. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price. In these circumstances we will, at our discretion, either refund your order in full or notify you of the correct price so you can decide whether or not you wish to proceed with your order of the product at that price.

4. Limitation Of Liability

- (a) You waive and release SCAFFKiT, its servants and agents to the fullest extent permitted by law from any and all claims arising out of or related to the use of material or information made available through this site.
- (b) SCAFFKiT, its servants or agents shall not, under any circumstances be liable for any injury, loss or damage arising out of or related to the use, or the inability to use, the materials in this site. This limitation of liability includes but is not limited to incidental, special or consequential damages, damages for loss of business or other profits.
- (c) Unauthorised use of this site may be a criminal offence and/or give rise to a claim for damages.
- (d) You may only use the site for lawful purposes and in a manner consistent with the nature and purpose of this site.
- (e) You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of this site.
- (f) Every effort is made to keep the site up and running smoothly. However, we take no responsibility for, and will not be liable for, the site being temporarily unavailable due to technical issues beyond our control.
- (g) Your use of any information or materials on this site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this site meet your specific requirements.

5. Severability

If any provision of the "Website Terms and Conditions" is unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining terms and conditions. This is the entire agreement between the parties relating to the subject matter.

6. Security

Credit card details are not stored on SCAFFKiT's servers and processing of payment is done through PayPal.

WARRANTY

7. Returns

You must inspect your package immediately upon receipt for shortages (did not receive all the items listed on the packing slip that showed as shipped), damages or defects. You must notify us within 3 days of receipt of any shortages, damages or defects. If you are not satisfied with any items from this site, then they may be returned within 7 days from receipt by you. All merchandise must be returned in original packing, unused, in new condition and include details of the invoice number, invoice date, reasons for return and contact details should we wish to get in touch with you. All freight charges will be at the expense of the customer.

8. Special Order Returns

The return of goods especially obtained for the customer (goods that we do not usually stock) will depend on whether our supplier will accept the goods as a return from SCAFFKiT. Please note that the supplier may charge restocking and processing fees which will be charged at the expense of the customer. If the supplier does not accept returns, then we will be unable to accept the goods for return or refund.

9. Refunds

- (a) Refunds will be issued if the returned item is substantially not as described or is unfit for the intended purpose and was recommended by our staff. Refund amounts will be made for the initial order total (excluding freight). Return freight costs will be covered by customer, unless the return is a result of our error.
- (b) All returns and refunds are subject to inspection of goods. We will notify you via email of your refund once we have received and processed the returned item.

10. Warranty Repairs

- (a) Goods are covered by manufacturers warranty (timeframe depending on manufacturer).
- (b) If an item is faulty due to manufacturing errors, please email us your repair enquiry & send the item with 'proof of purchase' to SCAFFKiT.
- (c) Neither we nor any third parties provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- (d) These terms and conditions do not relate to your use of any product or service described on our site unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service.

11. Privacy Policy

- (a) ScCAFFKiT prioritises the security of your personal details. We do not give out information about our customers and your personal details are protected by secure servers. The information we collect is used to process orders and to provide a more personalised shopping experience.
- (b) When you order, we need to know your name, e-mail address, mailing address, phone number, credit card number and expiration date in order to process and fulfill your orders.
- (c) Under no circumstances will we sell or give away any information collected as a result of your visit to our site. This includes email address, mailing address or buying history.
- (d) We endeavour to take all reasonable steps to keep any personal information that we hold about you secure, and to keep this information accurate and up- to-date. Your information is stored in secure servers that are protected in secure facilities. However, we are not responsible for events arising from unauthorised access to your personal information.
- (e) If you have any further queries, problems or complaints relating to our privacy policy, please contact us at sales@scaffkit.com.au
- (f) For additional information please refer to “SCAFFKiT Privacy Policy”.

For any questions or notice, please contact us at:

SCAFFKiT ABN: 52656933970

Email: sales@scaffkit.com.au

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