

Perisale

A U S T R A L I A

**Ecommerce Store Terms and
Conditions Of Use**

Terms and Conditions

Perisale Australia Pty Ltd
ACN: 611 838 530

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Service Suitability: Australia

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Silverwater, NSW.
Australia. 2128

1. Introduction

This is a terms and conditions of use document for our ecommerce store located at <https://www.perisale.com.au/shop> or <https://perisale.com.au/shop> .

1.1 Purpose of document

The purpose of this document is to provide information to our end customers, wholesale bulk purchase customers, resellers, agents, staff and contractors.

1.2 Distribution

This document is for public distribution on the company web site <https://www.perisale.com.au>

1.3 Document Owner and Contact Details

Please use the following for all communications regarding this document:

www:	http://www.perisale.com.au
Email	campbell@perisale.com.au
Title:	General manager
Address:	Unit 12 71-83 Asquith St Silverwater, NSW. Australia. 2128

2. Ecommerce Store Terms & Condition

In General Perisale Australia Pty Ltd ("Perisale") ACN 611 838 530 of URL <https://www.perisale.com.au> and <https://perisale.com.au> owns and operate this Website. This document governs your relationship with <https://www.perisale.com.au> and <https://perisale.com.au> ("Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this document regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by Perisale. Perisale has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

2.1 Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found in our Privacy Policy document also published on the Perisale Website. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

2.2 Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Perisale will report any such breach to relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

2.3 Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Perisale or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Perisale and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

2.4 Terms of Sale

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Perisale you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us, make a payment via PayPal, remit full payment by Electronic Funds Transfer or have a credit terms agreement in place with Perisale. Perisale retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and we will confirm the validity of the payment transaction, payee identity and we or our partner service providers may process various fraud checks. During this time the Website will report your order as "Processing". Where a contract is made with a third party Perisale is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are in Australian Dollars and are subject to such change.

2.4.1 Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. Your online order status will change to "Completed" at this time.

2.4.2 Pricing and Availability

Unless otherwise stated all pricing and currency is in Australian Dollars as represented by currency code AUD, sign \$ or AUD\$.

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

2.4.3 Payment

Upon receiving your order where you have nominated to make a payment by credit or debit card we carry out a standard authorization checks on your payment card to ensure there are sufficient funds to fulfil the transaction and your card will be debited upon authorisation being received. Where you have nominated to make payment by Electronic Funds Transfer the monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Where you have nominated to make payment by PayPal the monies once received after transfer to our PayPal Business Account (accounts@perisale.com.au) shall be treated as a deposit against the value of the goods you wish to purchase. In all three scenarios once the goods have been despatched and you and we have sent a confirmation email the

monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

2.4.4 Shipping and Handling

We guarantee to ship all orders within 48 hours from confirmation of payment as per section 2.4.3

If we are unable to ship within the guarantee window we will contact you by your supplied email and/or phone and provide for a full refund, substitute items or agree to an extended shipping date at your discretion.

Generally, orders placed and paid by 1pm Monday through Friday will ship same day. Orders placed and paid after 1pm Monday through Thursday will ship next day. Orders placed after 1pm Friday inclusive of Saturday and Sunday will ship Monday. For Public Holidays items will ship next business day. In addition to Public Holidays Perisale Australia does not open on 24th or 31st December and orders placed on these days will ship next business day.

We ship orders Australia Wide using Australia's fastest and most trusted express delivery networks. All orders that weigh 3Kg or less will be sent Express Post or by our nominated courier service partner at our discretion and all orders over 3Kg will be sent by Regular Registered Post or by our nominated courier service partner at our discretion. On order shipment you will be advised the shipping method and tracking references to your supplied email address.

If your shipment is sent via Australia Post their tracking facility may be accessed via the URL : <http://post.com.au/track>

If your shipment is sent by a partner service provider their tracking link will be provided to you by email.

For security all orders will require signature on delivery. If you choose to update Australia Post or our service partner with a "No signature required" instruction, then Perisale Australia will not be liable for non-delivery or loss of goods.

We can ship goods with insurance at your request and pass this additional cost on to you. To obtain an insurance quotation prior to shipment contact us by telephone or email on order placement.

2.4.5 Returns and Refunds

We will accept returns if a product is faulty or is significantly different from what is described in the item Product Description, Short Description or Attributes detail.

Consideration for returned items will be given as a full refund of the purchase price (minus freight) or as a credit, at the discretion of Perisale Australia Pty Ltd. Postage and handling costs will not be refunded and the cost of return shipping for an items return must be covered by you. We will cover the cost of any return replacement to you.

If an item is to be returned it must be returned in its original, sealed package and must be unused.

Any opened goods that are not in an unused condition will not be refunded, unless there is a problem with product quality. In these circumstances when we can identify a problem we will give a full refund and pay return shipping costs.

Please be aware that Video Surveillance Equipment is not always compatible and significant technical acumen is sometimes required. In particular, we in no way warrant compatibility with

other vendors' products or software. If you wish to ensure compatibility with another vendor's product or software, please contact us prior to purchase and seek our warranty or guarantee. We may request that you ship your item(s) to us for testing. If this is required all cost of shipping in both directions, insurance requirement and ownership remains with you. We encourage you to select pre-grouped bundles if unsure or confirm with us prior to ordering. We will endeavor to contact you if items within one order are not compatible for confirmation but if we are unable to obtain confirmation from you we will ship the items as per this policy section 2.4.4. If incompatible items are purchased on one order and compatibility was not confirmed by us or you did not respond to requests for confirmation prior to shipping we will accept items for return for exchange only to items of equivalent value or greater.

2.4.6 Damaged and/or Incorrect Items

We do our best to package your product(s) so they will arrive to you in excellent condition. Unfortunately, once the package leaves our warehouse it goes through many hands and products may shift causing unintentional damage. Should you receive a product that has been damaged in transit, please contact us immediately, for further instructions.

Please do not discard the damaged product(s) and retain the original box and packaging as inspection is often required by the carriers. Please take digital photos on receipt of damaged product of the product and packaging.

In the case of our error in shipping incorrect items or goods damaged in transit we will cover all transport charges for return and replacement.

2.4.7 Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Perisale and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Perisale's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

2.4.8 Linking to this Website

You may link to the Website pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website which displays only partial content of the Website page. We reserve the right to withdraw linking permission without notice.

2.4.9 Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Perisale and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Perisale.

2.4.10 Indemnity

You agree to indemnify, defend and hold harmless Perisale, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

2.4.11 Variation

Perisale shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

2.4.12 Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

2.4.13 Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please inform us if you have any complaints or comments.

2.4.14 Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

2.4.15 Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Perisale. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Perisale.