

Schweigen Pro Forma Portal

Terms & Conditions

Definitions

- "User" means the person or entity using the website.
- "Owner" means the company that owns the website, Schweigen Pty Ltd
- "Service Provider" means the company providing the website content management system and hosting services to the Owner for the website.
- "Website" means <https://proforma.schweigen.com.au/>

Agreement to be bound by the Terms & Conditions of Sale

It is a condition of use of this site that Users agree to these Terms and Conditions, including the following:

- Deposits to a minimum amount of 20% of the total sale value are accepted, and you agree to pay the balance in a timely fashion.
- You agree to pay a \$100 cancellation/administration fee if you cancel this order within 5 days.
- You agree that you cannot cancel or change this order beyond the 5th day from the date of this order.
- You agree to forfeit all monies paid if you cancel this order after the 5th day from the date of this order.
- You accept the quoted delivery period on this order is only approximate and that delays of up to 4 weeks may occur.
- You understand that we will not hold goods ordered for longer than 3 months past the quoted delivery period.
- You must accept goods or forfeit the sale including deposits paid.
- You understand that in the event of the goods being damaged in transit, that this model may not be a stocked item and the original delivery process and ETA will recommence should the goods need to be reordered.

Identification

The User warrants that they are either the person, or in the case of a corporation, an authorised representative of the corporation, that is named as the User in the registration form. It is a breach of this User agreement and also a misrepresentation with both potential civil and criminal consequences for a person to register as a User that they are not authorised to represent for this purpose. The Owner reserves the right at any stage to contact a User to confirm both the validity of the account and also the currency and security of the passwords used.

Unavailability

- From time to time information that would normally be available through the site (including supplier's catalogues) may not be able to be accessed online because of technical or other problems. The Owner, and the Service Provider expressly excludes liability to any User of this site in respect of the unavailability of content regardless of whether or not this unavailability is caused by the negligence of the Owner or the Service Provider.

Privacy & Storage of your Personal Information

It is necessary for the Owner to capture information about you in order to provide the services offered through this website. The use of the information and your rights in respect of it is set out in the Privacy Statement on this Website.

Pricing

Whilst all effort is made to keep pricing on this website up to date it is possible at times it may be out of date. As such prices on this website should only be considered as an "invitation to treat" rather than as an offer to provide these products at these prices. Your order and payment of goods will be deemed to be an offer and acceptance only happens when we accept the order. The website automatically sends you an order confirmation email. This email merely acknowledges that we have received your order but does not commit us to supply at the prices contained in the offer. Acceptance of your offer will be communicated manually.

Indemnity

The User agrees to indemnify the Owner and the Service Provider against any claim for loss or damage of any kind by any third party arising out of, or in relation to, the use of the Website by the User.

Copyright

Material on this site is all the copyright of the Owner or the Service Provider and the copying or use of this information is not permitted unless prior written permission is received from the site owner.

SSL Compliance

This website is SSL compliant, meaning all website traffic including Credit Card transactions are secured by:

- TLS 1.2 (a strong protocol)
- ECDHE_RSA with P-256 (a strong key exchange)
- AES_128_GCM (a strong cipher)