

# Terms and Conditions of Sale

*Updated 1<sup>st</sup> June 2023*

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To the extent permitted by law, any condition, warranty or guarantee which would otherwise be implied into these Terms of Use is hereby excluded.

Nothing in these Terms of Use excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which you may have under the Australian Consumer Law or any similar law which cannot be excluded, restricted or modified. To the fullest extent permitted by law, our liability to you for a breach of a non-excludable right is limited, at our sole discretion, to the resupply of the products again or the payment of the cost of having the products supplied again.

### Your use of the website

You agree that you will not engage in any activity that interferes with or disrupts this website or the servers and networks that host this website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this website or features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or the content.

### Privacy Policy

Our Privacy Policy explains how your personal information is collected and managed in accordance with the National Privacy Principles in the *Privacy Act 1988* (Cth).

## **Governing Law**

These Terms of Use are governed by the laws of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## **Contact us**

If you need to contact us for any reason, please do so using the contact details below:

Seating Australia Customer Care Team

Telephone: 1300 064 449 or email: [info@lopital.com.au](mailto:info@lopital.com.au)

## **Terms and Conditions of Sale**

You will be deemed to have accepted the goods unless written notice of rejection is received by us within 7 days of delivery. Shortages or non-delivery of goods must be notified to us within 7 days of delivery.

## **Returns Policy**

### **Australian Consumer Law**

Products sold by Seating Australia Pty Limited ABN 63 165 994 623 come with guarantees that cannot be excluded under Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

A "major failure" as defined in the Australian Consumer Law broadly is one where a reasonable consumer would not have acquired the goods had the consumer been fully aware of the failure, the goods are unsafe, substantially unfit for purpose or departed significantly from the demonstration model or sample. In this regard you should refer to the Australian Consumer Law.

Consumer guarantees cannot be excluded and are in addition to any express warranty (warranty against defects) you are given.

There may be circumstances where you are not entitled to a remedy.

For further information about the Australian Consumer Law and consumer guarantees, visit [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)

## **Warranty**

In addition to all rights and remedies to which consumers may be entitled under Australian Consumer Law and any other relevant legislation, Seating Australia offers a further Warranty for products.

The benefits given to consumers by the Warranty are in addition to other rights and remedies that may be available under a law in relation to the products to which the Warranty relates. This Warranty does not exclude, restrict or modify any such statutory rights or remedies.

Seating Australia warrants the products sold by it are free from defects in material and workmanship for the warranty periods specified.

## **When will goods be accepted for return?**

1. When there is deemed to be a breach of a Guarantee under Australian Consumer Law or other applicable consumer protection laws or regulations; or

2. When there is deemed to be a breach of any express warranty given by Seating Australia or the manufacturer of the goods, and the goods are returned in accordance with the terms of that warranty.

### **No change of mind returns**

Please choose carefully as returns and refunds are not possible where you have changed your mind, made a wrong selection or found the goods cheaper elsewhere. Please carefully review the goods and ask as many questions as possible to decide the goods are appropriate for you before proceeding with your final purchase.

### **Assessment and condition of goods for acceptable return**

Seating Australia reserves the right to assess the eligibility of goods before accepting them for return. This includes reviewing the condition and age of the goods.

All goods that a customer wishes to be assessed for return must be:

(a) accompanied by valid proof of purchase documentation from Seating Australia;

(b) unaltered, unmodified, unmarked, undamaged and complete with instruction manuals, tags, labels and accessories supplied with the goods as part of the purchase;

Please note that it may be necessary for the manufacturer of the goods to inspect the goods in order to assess eligibility for return. Seating Australia will endeavour to procure such assessment within a reasonable time.

While goods are being assessed, Seating Australia will not be deemed to have accepted the goods for return.

### **Non-returnable goods**

Other than any remedies under Australian Consumer Law or other relevant legislation, goods which are used in a way or environment that would create OH&S and hygiene risks may not be returned. This includes any goods that may have been soiled or exposed to biological contamination. This also includes but is not limited to goods used for: bathroom & bathing; toileting; toileting & hygiene slings; stockings & undergarments; pillows, bedding & protectors; continence products; bracing & supports; compression garments; personal kitchen aids; cutlery & crockery.

### **Customised or special orders may not be returned**

Goods that have been customised or modified to suit the specific needs of the customer or user may not be returned.

Goods that have been purchased specifically for the customer or user and would not normally be held in stock by Seating Australia as part of Seating Australia's range may not be returned unless upon request Seating Australia's supplier accepts the return from Seating Australia. Seating Australia will endeavour to procure such acceptance within a reasonable time.

### **Restocking Fee**

Seating Australia reserves the right to apply a restocking fee of 20%. The customer will be contacted after the goods have been assessed to advise if the restocking fee applies.

### **Delivery Charges**

Where upon assessment it is confirmed that goods have breached a consumer guarantee under Australian Consumer Law, any shipping costs to return the goods to Seating Australia will be at Seating Australia's cost. If the goods have not breached a consumer guarantee under Australian Consumer Law, any shipping costs to return the goods to Seating Australia will be paid for by the consumer.

### **What happens when your goods are accepted for return?**

Subject to any obligation of Seating Australia at law to the contrary, when Seating Australia accepts goods for return:

1. For a failure to comply with a consumer guarantee which is not a "major failure", Seating Australia may either:
  - (a) have the goods repaired or provide an identical replacement; or
  - (b) provide a refund of the amount paid for the goods; within a reasonable time.
2. For a failure to comply with a consumer guarantee which is a "major failure" and cannot be remedied, you may either:
  - (a) reject the goods and choose a refund or identical replacement or one of the same type and similar value (if reasonably available);
  - (b) keep the goods and get compensation for any drop in value of the goods caused by the failure; or
  - (c) agree with Seating Australia to a repair of the goods; and
3. Under express warranty, Seating Australia may either repair or replace the goods or offer a refund in accordance with the express warranty. If goods are accepted for repair, Seating Australia will undertake such repairs within a reasonable time. All repairs will be undertaken as prescribed under the ACL.

### **Refunds**

If you are entitled to a refund under the ACL, your refund will be issued by credit card, cheque or EFT depending on your original payment method for the goods. No cash refunds will be provided.