

EMR Shielding Solutions Web Site – Trade Terms and Conditions

Customer Services: Tel: 03 5988 6238 Email: contact@EMR Shielding Solutions.com.au Post: EMR SHIELDING SOLUTIONS P.O. Box 3128, Auburn, Victoria 3123

All transactions made with EMR SHIELDING SOLUTIONS are made within these terms:

Product specifications

EMR SHIELDING SOLUTIONS warrants that the goods will at the time of delivery correspond to the description given by EMR Shielding Solutions. It is the responsibility of the customer to check the suitability of goods for any particular purpose before ordering.

Payment

EMR SHIELDING SOLUTIONS normal terms of business are for all payments to be completed before the dispatch of goods. When payment is by cheque, dispatch of goods will occur when the cheque has been cleared. All final prices include goods and services tax (where applicable) unless otherwise stated. Delivery charges will be added to the final order cost based on postal information provided upon ordering. EMR SHIELDING SOLUTIONS at its absolute discretion may accept or reject any order for any reason whatsoever.

Delivery

Whilst every reasonable effort shall be made to keep to any delivery date, EMR SHIELDING SOLUTIONS shall not be liable for any losses, costs, damages or expenses incurred by the customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

Refund/ Returns Policy

If EMR SHIELDING SOLUTIONS are informed within 3 days of purchase that an item that has been purchased is faulty and the item is returned within 14 days of purchase a full refund or replacement item/s will be given. You are advised to package the product adequately as we cannot accept liability for any damage incurred during delivery back to EMR SHIELDING SOLUTIONS. Customer tailored products such as shielding material sold by the meter, and opened paint bins are not returnable. No product (such as unopened paint) can be refunded if it is not returned in good condition within 14 days from purchase. Before sending back product, the customer is required to contact EMR SHIELDING SOLUTIONS via email or telephone. EMR SHIELDING SOLUTIONS will then decide how to proceed and inform the customer accordingly. The costs of the return have to be borne by the customer. The customer shall report any short delivery to EMR SHIELDING SOLUTIONS in writing within 3 days of delivery (for instrument hire, see below). The missing item will be sent free of further charge to the customer. EMR SHIELDING SOLUTIONS will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when goods were purchased and full payment received.

Shipping

The shipping weight of all goods is shown on the Pricelist. The cost of shipping will be added to the final invoice and at all times remains the customers' responsibility. The customer has the right to collect his goods by appointment for no cost. When ordering goods from EMR SHIELDING SOLUTIONS for delivery overseas you may be subject to import duties and taxes. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. When ordering from EMR

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SHIELDING SOLUTIONS, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

Ownership and Risk

The risk in the goods shall pass from EMR SHIELDING SOLUTIONS to the customer upon delivery of such goods to the customer. Goods remain the property of EMR SHIELDING SOLUTIONS until payment, has been received in full, including cleared cheques.

Product misuse and safety

Should any product malfunction as a result of abnormal environmental factors (including without prejudice to the generality of the foregoing, electromagnetic interference, extremes of humidity, vibration, electro-static damage, temperature or pressure or chemical corrosion) then all costs incurred by EMR SHIELDING SOLUTIONS in repairing such products and investigating the causes of the malfunction shall be payable to EMR SHIELDING SOLUTIONS. The customer is responsible for handling and processing EMR SHIELDING SOLUTIONS products in a safe manner. The customer is also responsible for the observation of all applicable safety procedures, especially for the prevention of electrical accidents. It is mandatory for the customer to follow the instructions on applicable "Handling and Processing" instruction sheets (available from EMR SHIELDING SOLUTIONS).

All EMR-Shielding paints (and other relevant shielding products) must be properly grounded in order not to present a potential safety hazard for occupants. The customer is responsible for the proper grounding of products. Grounding has to be designed and installed in such a manner that it cannot be removed or damaged and should be visually inspected regularly, to maintain grounding installation and repaired, if necessary. In Australia this must be carried out by a licensed electrician. The customer is responsible to follow all applicable laws and standards.

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EMR SHIELDING SOLUTIONS disclaims all responsibility for material damage, personal injury and death due to improper handling of EMR SHIELDING SOLUTIONS products. To this date we have not been informed of a single case of an electrical accident with EMR shielding material.

However, if by mistake or accident shielding material is connected to a source of electrical energy, the shielding material will conduct electricity and be a possible source of electric shock. The customer will not hold EMR SHIELDING SOLUTIONS responsible for any such incident.

Force Majeure

EMR SHIELDING SOLUTIONS will not be liable for any breach of agreement, for delay or failure to perform if the delay or failure is due to acts of God, civil commotion, terrorism, floods, droughts, riots, fire, legislation or other cause beyond EMR SHIELDING SOLUTIONS' reasonable control. This does not affect your statutory rights. If EMR SHIELDING SOLUTIONS choose not to enforce a right under this agreement, that decision will not prevent the enforcement of other rights, or the same right on a later occasion.

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Warranty

12 Months warranty is applicable for all EMR SHIELDING SOLUTIONS products. This warranty does not limit other warranties as prescribed by law. Instruments to hire

Terms and conditions for instrument hire contracts will be the same as for items purchased, with the following amendments:-

We require a deposit, the value of which will be listed on our current price list. This deposit will be returned, in full when the instruments are received back in complete working order. The customer shall report any damage to EMR SHIELDING SOLUTIONS by email within 24 hours of delivery of the instrument. If the customer damages the instruments through misuse, they are liable for repair costs. The risk in the goods shall pass from EMR SHIELDING SOLUTIONS to the customer upon delivery of such goods to the customer for the duration of the hire contract, and until delivery of the returned instruments to EMR SHIELDING SOLUTIONS.

Title and property in the goods, including full legal and beneficial ownership, will remain with EMR SHIELDING SOLUTIONS at all times. Non-return of the instruments under a hire contract will result in the payment of the full price of the instruments by the customer to EMR SHIELDING SOLUTIONS. Late return of the instruments will result in a daily late return payment being due to EMR SHIELDING SOLUTIONS by the customer under the terms of the hire letter accompanying the instrument on its dispatch to the customer.

Liability

EMR SHIELDING SOLUTIONS does not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services. If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. In the event that you order an item and the price published on the site is incorrect for any reason, we will contact you to let you know the correct price and ask you whether you still wish us to fulfil your order at this price. We shall be under no obligation to fulfil an order for a product which was advertised at an incorrect price. We shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. If you cancel and have already paid for the goods in the circumstances described in this clause, we shall refund the full amount in accordance with these Terms. EMR SHIELDING SOLUTIONS will do its best to correct errors and omissions as quickly as practicable after being notified of them. EMR SHIELDING SOLUTIONS does not accept liability for any indirect loss, consequential loss, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising out of the use of any products or services purchased from EMR SHIELDING SOLUTIONS. These Terms supercede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between EMR SHIELDING SOLUTIONS and you relating to your purchase. You are advised to read (and are responsible for reading) fully all information on this website. If any provision of these Terms shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms and the remainder of the affected provision shall be unaffected. At all times EMR SHIELDING SOLUTIONS, in extraordinary circumstances, reserve the right to withdraw their services and charge the client reasonable costs.