

# TERMS AND CONDITIONS

## 1. TERMS AND CONDITIONS OF USE

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## 2. ACCEPTANCE OF CONDITIONS OF USE

By accessing, viewing or otherwise using this website, including purchasing goods or services through the website, you acknowledge and agree to be bound by these Conditions of Use. If you do not agree with any of the Conditions of Use, do not use this website.

Goroncy Pty Limited reserves the right to amend the Conditions of Use at any time with or without notice to you. The amended terms of Conditions of Use will be effective immediately. Continued use of the site following any change to these Conditions of Use will be deemed acceptance of those changes.

## 3. RESTRICTIONS OF USE

You must not use this website in any manner or for any purpose which is:

- a) unlawful or in any manner which violates any right of Sota Australia or third party; or
- b) is prohibited by the Conditions of Use.

## 4. ORDERING PROCEDURE

### 4.1 General Ordering Procedures

You may offer to purchase goods or services described on this website for the price specified on this website.

Your email order must contain your name, email address, payment option and any other ordering information specified on this website.

We give no undertaking as to the availability of products listed or advertised on this website.

Within seven days of receipt of your order, we will at our discretion accept or reject your offer to purchase.

If we do not accept your offer to purchase the goods or services for any reason (for example, if the product is unavailable), neither of us will be under any further liability to the other arising out of your original offer or our non-acceptance of that offer. We are not required to give reasons for rejecting your offer to purchase. If we have not responded to you within seven days, your offer will be deemed to be rejected.

Delivery of the goods or supply of the services to you will be affected in the manner described on this website or by a means as seen fit by Sota Australia. We will endeavour to deliver the goods within the time periods described on this website but accept no liability for failure to do so.

Payment must be affected in the manner described on the website. All prices are in Australian dollars. Prices are inclusive of goods and services tax where applicable. In all other respects, the price is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of goods or services.

The goods and services are offered for sale only to persons who can make legally binding contracts for the purchase of the goods or services offered.

Any purchase of goods for delivery outside of Australia will require to be paid via Paypal Transfer in AUD for the full amount as stated on the invoice issued Sota Australia will not be responsible for any bank charges made to the purchasers account for the transfer of payment for the purchased goods. It will be the responsibility of the purchaser for all bank charges (if applicable).

### 4.2 Special Offers and/or Promotions

Sota Australia may offer consumers the opportunity to purchase products by way of a Special Offer or Promotion through our website, for example at a reduced price, increased quantity, or other similar offer. All such offers apply to a single product and may be used only once UNLESS OTHERWISE SPECIFIED. All offers expire 6 months from the date of initial publication UNLESS OTHERWISE SPECIFIED.

## 5. CANCELLATION DUE TO ERROR

You acknowledge that despite our reasonable precautions, products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. We reserve this right up until the time of delivery of goods or supply of the services to you. If a cancellation of this nature occurs after your credit card has been charged for the purchase, we will issue a credit to your credit card account for the amount in question at our earliest opportunity.

## **6. CHANGED YOUR MIND**

If you have changed your mind about your purchase, we MAY decide to refund you under the following conditions:

- i) You have clear proof of purchase (typically a receipt);
- ii) The product/s and packaging are in its original condition including manuals and accessories;
- iii) The item is in re-saleable condition, for example, it still in its original, unopened packaging, with original tags and labels, and has not been tampered with or used in any way;
- iv) the items are returned within 30 days of purchase (refer to Section 19)

Furthermore, postage and/or freight costs of the returned item/s will be at the cost of the customer, Sota Australia will accept no responsibility for lost or damaged items. Any items damaged in transit will be the responsibility of the purchaser.

This section is to be read in conjunction with Section 19 (RETURNS POLICY) of our Terms and Conditions.

Please contact Sota Australia to discuss return of items

**PLEASE NOTE that no refund can be provided without proof of purchase OR if any returned item is in an unsaleable condition.**

## **7. COPYRIGHT**

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## **8. REPRODUCTION**

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- b) you do not remove or modify any notices of attribution of copyright or, if there are no such notices, you clearly attribute Sota Australia as the copyright owner or licensee of the work.

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## **9. DISCLAIMER**

The Material on this website is intended to provide general information only and may not be accurate or current. Material is provided on an 'as is' and 'as available' basis. Sota Australia does not warrant or make any representations concerning the completeness, timelines, suitability or accuracy of any Material on this website including, without limitation, the prices of products or services, contained on or accessible through this website, or that access to this website will be uninterrupted, timely or secure. To the maximum extent permitted by law, in no event shall Sota Australia be liable for any damage of any kind related to the completeness, timeliness, suitability or accuracy of any Material. The use of the website and content is at your own risk.

We make no warranty that goods or services acquired from us over this website will meet your requirements.

Details contained on this website relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on this website concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction which you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from this website.

The Material is not intended for diagnosing, prescribing or for the treatment of any disease. If you require diagnosing, prescribing or treatment of any disease, you are advised to consult your doctor or a health care professional.

The Material on this web site is provided for product informational purposes only and is not intended as medical advice. In providing this information Sota Australia in no way accepts liability for your decision to purchase any products, nor do we accept responsibility for your use or misuse of such products. Please refer to Section 10 (Limitation of Liability) section below.

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We make no warranties or representations that use of Material on third party websites to which this website is linked does not infringe the intellectual property rights of any person anywhere in the world.

We are not, and must not be taken to be, authorising infringement of any intellectual property rights contained in material on third party websites by linking to such Material or allowing such Material to link to this website.

## **10. LIMITATION OF LIABILITY**

10.1. To the maximum extent permitted by law, and except as otherwise stipulated in these Conditions of Use, Sota Australia will not accept liability to you for damages for loss of earnings or loss of profit, or for any indirect, special, or consequential loss or damage which may be suffered or incurred by you or which may arise directly or indirectly including in respect of:

- a) the accessing, downloading, using or relying on any Material on this website or any material on a third party website;
- b) personal injury (including sickness and death);
- c) goods or services supplied pursuant to an order placed on this website; or
- d) any failure or omission on our part to comply with our obligations as set out in these Conditions of Use, whether caused by negligence of Sota Australia or otherwise.

10.2. The liability of Sota Australia for a breach of a condition or warranty implied by law and to which cannot be excluded, is limited, to the extent possible, at Sota Australia option to:

- a) the supply of the goods or services again; or
- b) the repair of the goods; or
- c) the payment of the cost of having the goods or services supplied again or repaired.

## **11. SHIPPING**

11.1. Any and all items purchased from Sota Australia may attract custom duties and/or other fees in transit/upon reaching the final delivery address in that country of destination. Any taxes, duties or other fees imposed in the destination country will be the responsibility of the purchaser. Delays in shipping and/or receiving the purchased goods due to formalities in that country or due to unpaid duties, fees etc will NOT be the responsibility of Sota Australia.

11.2. A request for Express Post delivery may be considered by arrangement, on the understanding that we accept no responsibility for any breakage, leakage or other damage that may occur during transit or on delivery; nor can we guarantee delivery will occur within the timeframe as described by the postal service.

11.3. Due to ongoing incidents of theft and fraud, we are UNABLE to allow special instructions for delivery (including but not limited to "Please leave at door if nobody home"). Accordingly, ALL parcels MUST be signed for.

## **12. VIRUS WARNING**

Sota Australia does not represent or warrant that any files or other Material obtained from or through this website are free from computer viruses or other defects, including trojan horses and worms. Any such files are provided, and may only be used, on the basis that the user of such files assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files.

## **13. INDEMNITY**

You agree to defend, indemnify and hold Sota Australia, its directors, officers and employees, harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any breach of these Conditions of Use by you, or (to the extent permitted by law) in connection with your use of this website or the placement or transmission of any Material on this website by you.

#### **14. SECURITY OF INFORMATION**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

#### **15. TERMINATION**

Sota Australia may, in its sole discretion, terminate or suspend your access to all or part of this website for any reason at any time without notice. In the event of termination, you are no longer authorised to access the website. All restrictions imposed by you, disclaimers and limitations or liability set out in the Conditions of Use will survive termination.

#### **16. GOVERNING LAW**

The Conditions of Use are governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### **17. SEVERABILITY**

If any provision of the Conditions of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Conditions of Use which will continue in full force and effect.

#### **18. CONSENT**

You consent to using and disclosing your personal information for the purpose of contacting you, including but not limited to by telephone, email, SMS and MMS, for the purpose of offering you products and services or for other marketing purposes. Such consent is provided for an indefinite period and may only be revoked by you contacting Sota Australia and informing it that you no longer wish to receive such communications. Sota Australia will not sell or provide your contact details to any other person/organisation except where such disclosure is necessary or required as we deem appropriate.

#### **19. RETURNS POLICY**

BEFORE READING THIS POLICY, please be sure that your product was purchased directly from Sota Australia.

##### **19.1. Your rights under Australian Consumer Law**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable, foreseeable loss or damage. You 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.

##### **19.2. Returning Products to Us**

**ALL claims must be made within 5 days of receipt of delivery preferably in writing.** Notification of the claim MUST be made to Sota Australia via [sotaaustralia1@gmail.com](mailto:sotaaustralia1@gmail.com) or alternatively you can contact us 0427103744.

For **damaged** and **faulty** goods, we may require photographs of the damage to be forwarded to [sotaaustralia1@gmail.com](mailto:sotaaustralia1@gmail.com).

Products have a **conditional** 30 day money back guarantee.

For a full refund:

- on faulty goods, products are to be returned within 30 days of purchase. All returns must be accompanied by proof of purchase.
- if you've simply changed your mind or have made a wrong decision, goods are to be returned in their original and re-saleable condition (i.e. unopened and unused) within 30 days of purchase (Refer to Section 6).

Goods or Services will not be accepted for refund outside the 30 day period. All refunds will be credited by way of initial payment type (e.g. credit card) and refunds will be for the cost of goods only. Refunds for delivery expense will be offered should the product be faulty and you do not want the goods to be replaced. Any products that are not faulty and have been returned opened or used will be returned to the customer at their expense.

Products can be returned after an authorisation has been given.

To obtain a return authorisation or if you have any questions regarding this policy please call 0427103744 or email us.

This guarantee is in addition to your statutory rights. Subject to change.