

CONDITIONS OF SALE

Interpretation

1. In these conditions:
 - (1) "ARKIPAK" means Arkipak Pty Ltd ACN 137 635 084 of Level 2, 280 Pacific Highway, Lindfield NSW 2070 which is seller of the Products purchased.
 - (2) "you" and "your" refers to a purchaser of Products from ARKIPAK.
 - (3) "Products" means the goods and, if any, services the subject of an order by a purchaser in accordance with these conditions.
 - (4) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

Terms of sale

2. These conditions, together with the order placed by you in accordance with clause 3, constitute the entire agreement between ARKIPAK and you for the sale of the Products.

Placing an Order

3. You may place an order only by:
 - (1) selecting the Products that you would like to purchase in the relevant pages on ARKIPAK's web site at <http://www.levitch.com.au/> ("the Web Site"),
 - (2) filling in all required information in fields in the relevant pages on the Web Site following your selection of Products; and
 - (3) clicking the "Submit order" button when this appears on the Web Site.
4. By placing an order, you make an offer to ARKIPAK to purchase the Products you have selected, on and subject to these conditions of sale.
5. Information contained on the Web Site constitutes an invitation to treat. No information on the Web Site constitutes or should be deemed as an offer by ARKIPAK to supply any Products, however ARKIPAK will make reasonable efforts to supply the Products you order, subject to availability. ARKIPAK will notify you that your order is being processed by sending you an order confirmation form and tax invoice via email, however, ARKIPAK does not formally accept your offer until your order has passed ARKIPAK's internal validation procedures for verifying the bona fides of each order placed, for the purpose of checking for credit card or payment fraud. ARKIPAK reserves the right to refuse to supply goods or services, terminate accounts, remove or edit content, or cancel orders in its sole discretion.
6. ARKIPAK will confirm acceptance of your order by sending you an email confirming shipment of the Products you have ordered.
7. If ARKIPAK cannot process or accept your order after payment is received ARKIPAK will contact you by email or telephone and you will have the option to cancel your order and obtain a refund.

Drawings descriptions, etc

8. All specifications, drawings, and particulars of weights and dimensions used by ARKIPAK to describe Products are approximate only and any deviation from any of these things does not vitiate any contract with ARKIPAK or form grounds for any claim against ARKIPAK.
9. The descriptions, illustrations and characteristics contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the Products or of the description applied to the Products.

Delivery

10. The delivery times indicated by ARKIPAK are estimates only and ARKIPAK will not be liable for late delivery or non-delivery.
11. ARKIPAK will not be liable for any loss, damage or delay occasioned to you or any third parties arising from late or non-delivery or late installation of the Products.

Loss or damage in transit

12. ARKIPAK is not responsible or liable to you or any person claiming through you for any loss or damage to Products in transit caused by any event of any kind by any person (whether or not ARKIPAK is legally responsible for the person who caused or contributed to that loss or damage).
13. ARKIPAK will provide you with such reasonable assistance as may be necessary for you to make a claim against carriers for loss or damage so long as you:
 - (1) have notified ARKIPAK and the carriers in writing immediately after loss or damage is discovered on receipt of Products; and
 - (2) serve a claim for compensation on the carrier within five (5) days of the date of receipt of the Products or in the case of non-delivery, within five (5) days of notifying the carrier of non-delivery.

Liability

14. ARKIPAK's liability for Products manufactured or supplied by it is limited to making good any defects by repairing the defects or at ARKIPAK's option by replacing the goods, provided that ARKIPAK will not be liable where:
 - (1) defects have arisen other than as a result of faulty materials or workmanship;
 - (2) the Products have been damaged as a result of maltreatment, inattention or interference;
 - (3) accessories of any kind not approved by ARKIPAK or used by you with the Products;
 - (4) the seals of any kind on the Products are broken; or
 - (5) the defective Products are not returned to ARKIPAK (at your cost) within 12 months of the date of purchase, together with proof of purchase.
15. If the Products are not manufactured by ARKIPAK the guarantee of the manufacturer of those Products is accepted by you and is the only guarantee given to you in respect of the Products. ARKIPAK agrees to provide you with details of the manufacturer and to assign to you on request made by you the benefit of any warranty or entitlement to the Products that the manufacturer has granted to ARKIPAK under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

16. ARKIPAK's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) is limited to:
- (1) in the case of goods, any one or more of the following:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (d) the payment of the cost of having the goods repaired; or
 - (2) in the case of services:
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
17. ARKIPAK's liability under s 74H of the Trade Practices Act 1974 is expressly limited to a liability to pay to the purchaser an amount equal to:
- (1) the cost of replacing the Products;
 - (2) the cost of obtaining equivalent Products; or
 - (3) the cost of having the Products repaired, whichever is the lowest amount.
18. Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Products for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. ARKIPAK is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Products or arising out of ARKIPAK's negligence or in any way whatsoever.

Prices

19. ARKIPAK reserves the right to make alterations to the price of the Products before acceptance of your order but will notify you if it does so that you will have the opportunity to withdraw your order.

Payment

20. Payment of the purchase price in relation to Products must be received by ARKIPAK before Products will be shipped.

Buyer's property

21. Any of your property in ARKIPAK's possession, custody or control is at your risk as regards loss or damage caused to the property or by it.

Storage

22. ARKIPAK reserves the right to make a reasonable charge for storage if delivery instructions provided by you are incorrect. You agree that ARKIPAK may charge for storage from the first day after ARKIPAK requests you to provide corrected delivery instructions.

Returned Products

23. Except as provided in this agreement, ARKIPAK is not be under any duty to accept Products returned by you and will do so only on terms to be agreed in writing in each individual case.
24. If ARKIPAK agrees to accept returned Products under clause 24, you must return the Products to ARKIPAK at Level 2, 280 Pacific Hwy, Lindfield NSW 2070.

Cancellation

25. After you place an order you may not cancel it except with ARKIPAK's consent in writing and on terms which will indemnify ARKIPAK against all losses.

Place of contract

26. The contract for sale of the Products is made in the state of New South Wales, Australia. The parties submit all disputes arising between them to the courts of that state and any court competent to hear appeals from those courts of first instance.