

# TERMS AND CONDITIONS OF SALE

These Terms and Conditions (Terms) apply to all purchases made through our website. They do not apply to training services.

## 1. AUSTRALIAN CONSUMER LAW

Nothing in these Terms excludes, restricts or modifies any rights you may have under the Australian Consumer Law. Goods come with guarantees that cannot be excluded.

## 2. PRODUCTS

All products are supplied for general first aid purposes unless otherwise stated. Product descriptions are provided for general information only.

## 3. MEDICAL DISCLAIMER

Our products are not a substitute for professional medical advice, diagnosis or treatment. Users should seek appropriate training and professional guidance before using any medical or first aid equipment.

## 4. DEFIBRILLATOR (AED) USE

Defibrillators must be used in accordance with manufacturer instructions and applicable training. We are not liable for loss to the extent caused by misuse, improper maintenance, or failure to follow manufacturer instructions, except to the extent liability cannot be excluded or limited by law, including under the Australian Consumer Law.

## 5. PAYMENT

All prices are in Australian Dollars and include GST unless otherwise stated. Payment must be made at the time of purchase.

## 6. OWNERSHIP OF GOODS

Ownership of goods does not pass to you until we have received payment in full for those goods. Until ownership passes, you must:

- (a) keep the goods in your possession and not sell or dispose of them; and
- (b) keep the goods in good condition.

If you fail to pay for the goods, we may take steps to recover them, to the extent permitted by law.

## 7. DELIVERY AND RISK

- (a) We aim to dispatch orders promptly. Delivery timeframes are estimates only and are not guaranteed.
- (b) Risk in the goods passes to you on delivery to your nominated address or when collected.
- (c) We are not responsible for delays caused by events outside our reasonable control. Nothing in these Terms excludes any rights you have under consumer law.
- (d) If you provide incorrect delivery details or fail to accept delivery, we may charge reasonable redelivery or storage fees.

## **8. PAYMENT DEFAULT**

If you do not pay any amount when due, we may:

- (a) charge interest on the overdue amount at a reasonable rate;
- (b) suspend or cancel any outstanding orders; and
- (c) recover from you any reasonable third-party costs properly incurred in collecting the overdue amount, to the extent permitted by law.

We may also require full payment before processing any future orders.

## **9. RETURNS AND REFUNDS**

We comply with our obligations under the Australian Consumer Law. If there is a major failure, you are entitled to a replacement or refund, and to compensation for any other reasonably foreseeable loss or damage.

We do not offer refunds for change of mind unless required by law. Nothing in this policy excludes or limits your rights under the Australian Consumer Law, including any right to a repair, replacement, refund or other remedy available by law.

## **10. CANCELLATION OF ORDERS**

- (a) We may cancel an order at any time before dispatch and provide a full refund.
- (b) You may request to cancel an order before it is dispatched. Once an order has been dispatched, it cannot be cancelled.
- (c) If we agree to a cancellation after processing has begun, we may deduct our reasonable direct costs actually incurred because of the cancellation, provided those costs were reasonably foreseeable and are not more than necessary to cover our loss.

## **11. WARRANTY AND LIABILITY**

- (a) You are responsible for using the products in accordance with any instructions provided.
- (b) You indemnify us for loss directly caused by your misuse of the products or use for unintended purposes, except to the extent that the loss was caused or contributed to by our negligence, breach of contract, breach of law, or a defect in the products.

## **12. GOVERNING LAW**

These Terms are governed by the laws of Western Australia, Australia.

## **13. CONTACT**

For any questions, please contact us at [training@sllswa.com.au](mailto:training@sllswa.com.au) or on 9207 6666.