



## 1. Contract

The goods on this website are offered for sale by DMC Licensing Pty Ltd ABN 94 153 251 793 of 11/21 Huntingdale Road Burwood, VIC 3125 ("We" or "DMC"). By entering your details to make a purchase you enter into a contract to purchase goods from us on the terms and conditions set out below, please read these carefully.

This contract is deemed to be made at our registered premises.

Your order must contain your name, postal address, phone number, e-mail address, credit card details and any other ordering information specified on this website.

DMC must receive payment for the whole price of your ordered goods before your order can be processed. Once your payment has been received, we will confirm your order by contacting you at the email address provided in your order form.

## 2. Pricing

The prices payable for the goods are set out in this website. Prices are in \$AUD and are exclusive of GST and delivery charges. Delivery charges are set out in this website; although there are some places to which it may not be possible for us to deliver. GST & delivery charges will be included in our final invoice to you.

## 3. Cancellation

Once paid for, you cannot cancel your contract for the purchase of goods. DMC reserves the right to cancel the contract if:

- a) we have insufficient stock; or
- b) we do not deliver to your area.

If DMC cancels your order, you will be notified by email and the payment amount will be re-credited to your account as soon as possible, but within 30 days from the date of cancellation.

## 4. Delivery

We will deliver your order to the address provided in your order form. You should expect to receive your goods within 30 days from placing your order; this is an indicative timeframe and not a guarantee. You will receive ownership of the goods upon their delivery to you.

## 5. Returns

We will not give refunds on goods simply if you change your mind or make a wrong decision.

If goods are faulty, damaged during delivery, wrongly described or different from a sample shown, we will refund the price of the goods and the delivery charges incurred in sending the goods to you and the return delivery costs.

Goods must be returned together with a copy of the relevant tax invoice to our contact address. Goods must be in original condition with all labels attached and in original packaging and must include a copy of the tax invoice. Any goods you return to us should be accompanied with a letter stating your name, address, the purchase details and an explanation for the return.

We do not accept liability for goods damaged during return transit.

Refunds will be re-credited to your account as soon as possible.

## 6. Undelivered goods

If you do not receive the goods ordered by you within 30 days from the date on which you ordered them, please notify us in writing at our contact address.

## 7. Liability

Subject to the foregoing and except to the extent provided under the Competition and Consumer Act 2010 or otherwise at law, DMC is not liable to you (or to any third party claiming through you) for, and you release DMC from, any loss, liability, damage, expense or cost whatsoever, including (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property caused by any act or omission of DMC, its employees or agents, and whether based on negligence, tort or otherwise.

Nothing in this contract is to be interpreted as having the effect of excluding, restricting or modifying any condition, warranty, right or liability implied by any applicable legislation if such exclusion, restriction or modification would be void or prohibited by law.

## **8. Exports**

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from this site. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

## **9. Contact Details**

Unless otherwise expressly stated in these terms and conditions, all notices from you to DMC must be in writing and sent via email to: [enquiries@dmcsport.com.au](mailto:enquiries@dmcsport.com.au) or, to our registered address at:

DMC Sport  
Unit 5, 83-87 Dover Street  
Cremorne, Victoria, 3121

## **10. Website**

DMC may post notices to its customers on this website from time to time. Information contained in this website may contain typographical mistakes or technical inaccuracies. Information may be changed or updated without notice and any queries relating to that information should be addressed to [enquiries@dmcsport.com.au](mailto:enquiries@dmcsport.com.au)

## **11. Events Beyond Our Control**

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so, or for any damage to goods delivered, which is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident or event deemed to be a force majeure.

## **12. Invalidity**

If any provision of this contract is unenforceable or void either in whole or in part for any reason, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this contract.

## **13. Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of Victoria and the Victorian courts shall have jurisdiction to resolve any disputes between us.

## **14. Entire Agreement**

These terms and conditions together with our current prices as listed on this website, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the provision of goods by DMC to you. Nothing said by any sales person or authorised representative about the nature and/or quality of any of the goods offered for sale by us is a variation of these terms and conditions. We shall have no responsibility for any such representation being untrue or misleading.

## **15. Waiver**

A waiver by DMC of any right, does not amount to a waiver of that right on any future occasion.

## **16. Payment and Credit Card Use**

Payment must be affected by credit card using the ordering facility on this website. DMC only accepts Visa & MasterCard for online purchases.

Orders that exceed your credit limit will not be processed.

## **17. Amendments**

DMC may vary these terms and conditions. Any variations become effective on posting. By making a purchase through this website after the terms and conditions have been varied you agree to be bound by that variation.

## **18. Security**

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, including your credit card details, is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## **19. Privacy**

We are committed to protecting your privacy. Any personal information obtained from you for the purposes of performing any obligation under this contract will be handled in accordance with our privacy policy.