

# Terms and Conditions – Solar Battery Warehouse

## 1. Introduction

You have entered the site of SOLAR BATTERY WAREHOUSE (hereafter called The Business) Online Shop dedicated to bringing our whole product range for renewable energy related goods and services to your computer screen.

Before you register to use or access our web site's great facilities you are required to read, agree and accept all the Terms and Conditions contained in these user guidelines.

We encourage you to check these guidelines each time you access or use the Online Shop to ensure you are aware of the latest amendments to our Policies. All amended terms will be effective 30 days after their initial posting. Amendments are made at the sole discretion of The Business.

Should you wish to have an amendment made please put your request in writing. If you do not agree to these changes please terminate your membership.

The User Guidelines regulate all of our trading in goods and services through the The Business's web site.

## 2. Explanation of terms

Site - the current site of <http://www.solarbatterywarehouse.com.au> is the internet web site through which our Online Shop operates.

Online Shop - the goods and services offered by The Business to allow a person to buy those goods services electronically.

User Guidelines - refers to the Terms and Conditions located below. The Business - refers to solar battery warehouse

## 3. Purchases

If you have completed your transaction, you are bound by the sale conditions. Purchases cannot be withdrawn unless in our opinion, and within our sole discretion, you have made a clear error, and you have promptly advised us of the problem.

## 4. Use of the Service

Your right to use the Service is personal to you.

You agree not to do any of the following:

- a) Upload, transmit, distribute, copy or modify or in any way exploit, any material obtained through our Online Shop, including and not limited to our web pages for any inappropriate commercial purpose whatsoever.
- b) Send unsolicited offers to purchase goods.
- c) Use the Service for broad-based mailing or spamming.
- d) Allow others to falsely identify your account as the origin of such communication.
- e) Transmit any unlawful, libellous, threatening material of any kind through the site.
- f) Take any action that would impose a large load on our site or adversely affect the performance of our site.

## 5. Additional Policies

You are solely responsible for the contents of your transmissions through the Online Shop and your use is subject to all applicable laws, regulations and industry standards.

The Business retains the right to determine whether or not your conduct is consistent with the letter and spirit of these Terms & Conditions and may, at its sole discretion, immediately terminate your use of the Online Shop if your conduct is found to be inconsistent with these Terms & Conditions.

## **6. Privacy Policy**

We do not sell or rent your personal information to third parties for marketing purposes without your consent. We view protection of our Online Shop users' privacy as a highly significant ethical principle. We are aware that you and your information is one of our most important assets.

## **7. Goods And Services Tax (GST)**

GST means GST as defined in the New Tax System (Goods and Services Tax) Act 1999, Commonwealth, Australia and will be levied on all Australian based purchases conducted with our Online Shop. Your transaction statement in the My Account section of the Online Shop website contains the necessary information in the appropriate format to serve as a tax invoice.

## **8. Obligations And Acknowledgements**

You acknowledge and agree that:

1. The Business cannot guarantee the preservation of any record and retains the right to delete information at its discretion and without notice, if necessary.
2. The Business may at its discretion refuse service to anyone at any time.
3. The Business is not responsible for any loss or damage to goods during transit.

## **9. Release and Indemnification**

You hereby release and discharge all claims that you now have or may have against The Company, its shareholders, directors, agents and representatives connected with or arising out of and incidental to any transaction arising from goods and services provided.

You hereby agree to indemnify, defend and hold The business, its employees, its related agents and representatives harmless from and against any and all claims, loss, damage, tax including GST, liability and/or expense that may be incurred by The Business, its employees, agents and representatives arising out of or in connection with the performance of its duties as described in Conditions of Use agreement (except as caused by its gross neglect or wilful misconduct) including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

You further agree to indemnify and hold The Business, its employees, agents and representatives harmless from any claim or demand, including reasonable legal fees, made by any third party arising out of your use of our Online Shop website, the breach of these Terms & Conditions by you, or other user of the Service using your login.

The provisions of this section and the preceding paragraph will survive any termination of this agreement.

## **10. Laws**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Queensland. You and The Business agree to submit to the exclusive jurisdiction of the courts of Queensland.

If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

The Business failure to exercise or enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by The Business in writing.

You and The Business agree that any action arising out of or related to our Online Shop website must commence within one (1) year after the action arose; otherwise, such cause of action is permanently barred and you and The Company forever waive any such cause of action.

## **11. Registration**

**11.1** Registration is required to purchase goods through The Business's Online Shop. You need a valid email address to register.

**11.2** Each registration is for a single user only. The Business does not permit you to share your username/password with any other person.

**11.3** Responsibility for the security of any passwords issued rests with you. You can change your password in the user area once you logged in.

## **12. Additional Terms**

Set out below are lists of various offences for which we may within our discretion remove your name from our register and disqualify you from using our Online Shop website either temporarily or permanently. This list is not intended to be an exhaustive list and may be varied from time to time at the discretion of The Business.

### **12.1** Registration information offences

- representing yourself as another Online Shop user or registering by using the identity of someone else.
- falsifying or omitting your name, address, telephone/fax number, email details (including the use of disconnected numbers).

### **12.2** Miscellaneous offences

- using any routine or activity to interfere or attempt to interfere with any of The Company operations.
- use of profanity or patently vulgar language of a threatening, racist, hateful, sexual, or obscene nature in a public or electronic arena.

## **13. Product Images**

While we do endeavour to provide photographs of all our product items in the Online Shop, they are to be taken as a representation of the product for sale. The photograph may not be exactly the same as the current product.

## **14. Transactions**

All transaction data will be "STRIPE" online processing.