



## TERMS & CONDITIONS

*Last updated: 13 December 2017*

### 1. INTRODUCTION

Thanks for choosing Burratronics. By applying for a trading account, using our website or otherwise using our services or purchasing products from Burratronics you are entering into a binding contract with our business. Your agreement with us includes these Terms and Conditions and our Privacy Policy (referred to together as the "Agreements"). You acknowledge that you have read and understood the agreements, accept these agreements, and agree to be bound by them.

The Burratronics website may contain links to third party websites maintained by other companies and organisations. Burratronics is not accountable for the accuracy of the information contained on such websites and will not accept any responsibility for the accuracy, ownership or any other aspect of the information on such websites.

### 2. DEFINITIONS

"Burratronics," "we," "us" or "our" means Burratronics Pty Ltd, an Australian Private company, active from 27 June 2017.

"You" or "your" refers to you as the customer of Burratronics Pty Ltd.

### 3. CHANGES TO AGREEMENTS

Occasionally we may, in our discretion, make changes to the agreements. When we make material and substantial changes to the agreements that affect you, we will provide you with notice as appropriate under the circumstances. Notice may be given by way of email, letter, as an announcement on our website and media platforms or some combination of the options. In some cases where express agreement is not required in writing and notice is not required, your continued use of our services and purchase of our products after changes have been made will constitute your agreement and acceptance of these changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using our services or purchase our products under any changes to agreements, please contact us to terminate your account or any service contracts.

### 4. CUSTOMER SUPPORT

For customer support with account-related and payment-related questions please contact [sales@burratronics.com.au](mailto:sales@burratronics.com.au). We will use reasonable endeavours to respond to all Customer Support enquiries within an acceptable time frame but make no guarantees or warranties of any kind that any queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer or resolve any such queries within a set time frame.

## 5. ACCOUNT TERMS AND TERMS OF TRADE

### 5.1 Pricing & Quotes

Burratronics reserves the right to alter prices without prior notice. Payment made to Burratronics and the submission of an account application constitutes your agreement to pay GST and any other government duties, levies and taxes (if applicable) on services or products provided by Burratronics. Quotes supplied in writing by Burratronics are valid for seven (7) days from date of issue. Freight costs are not included (if applicable) and will be applied to the final invoice. Any pictures included in quotes are for illustrative purposes only. Quotes are subject to change based on software or product availability and the value of the Australian Dollar.

### 5.2 Account application

An account application form can be obtained from the "Account Application" page under the "Business" section of our website. Application forms can be completed online or by downloading the form (PDF) and returning it to [sales@burratronics.com.au](mailto:sales@burratronics.com.au) or returned in store. Approval of account applications is at the option of Burratronics and a response is given within 1-2 business days. Upon approval of an account application you will be issued an individual account number, included in the response. This account number is to be used as reference for future payments on your account. Submitting an account application form to Burratronics constitutes agreement of the Terms and Conditions and Privacy Policy of Burratronics. The application form establishes that "the applicant" includes all directors of a company and in the cases of non-incorporated businesses, all partners, trustees and officers of the business. Applicants are required to inform Burratronics of any changes to their business details supplied in the application form within 7 days of change to ensure efficient account trading.

### 5.3 Payment and Payment Terms

Accounts are strictly 7 days net. Burratronics accepts payments made by direct debit, cheque, credit card payments authorised in store or over the phone and cash and EFTPOS payments made in store. Failure to make payment will result in your account being suspended until payment is made. At Burratronics option, your account will be resumed once payment has been made. Burratronics is at absolute discretion as to whether a customer is or is not in default of their account terms and has the right to terminate an account completely.

## 6. RETURNS AND REFUNDS

### 6.1 Product Returns and Refunds Policy

In most cases, Burratronics will accept product returns subject to the terms outlined in this Section 6.1 and will replace the product or refund your money at your option. To facilitate processing of returned product(s):

- Please contact Burratronics staff to obtain an RA (Return Authorisation) number prior to returning a Product(s).
- For all returns not relating to manufacturers' warranties, returns must be made within 30 days of date of invoice, be accompanied by the original invoice number, include a brief explanation of the reason for the return, and be in the original packaging and in resalable condition.
- Return freight charge must be prepaid. C.O.D. returns cannot be accepted.
- Products returned solely due to customer error may be subject to a restocking charge.

- To the extent that Burratronics purchases a product from a vendor/manufacturer specifically for you, such products may be non-cancellable/non-returnable.
- Returns relating to manufacturers' warranties are subject to the terms and conditions of the applicable manufacturer's warranty and the applicable manufacturer's return policies for the product (e.g., some products may require return directly to the manufacturer). A Burratronics staff member can assist with these matters.

By returning any product to Burratronics, you represent and warrant that the returned product was purchased from Burratronics and is not counterfeit or otherwise non-conforming. You also agree that Burratronics may test any returned product to determine whether such product is counterfeit, non-conforming, or otherwise violates the above returns and refund policy. In the event Burratronics determines, in its sole discretion, that any returned product is counterfeit, non-conforming, or otherwise violates the above returns and refund policy, Burratronics may (i) report such problem to any applicable governmental or regulatory agency or any other applicable third party; (ii) quarantine such product for further testing or other analysis; and/or (iii) take such other actions as may be required or permitted under applicable law.

## 6.2 Service Refund Policy

In most cases, Burratronics will enable service refunds subject to the terms outlined in this Section 6.2 and will offer further services to remedy the issue, free of charge within a reasonable timeframe, or refund your money at your option. To facilitate processing of service cancellation or refund(s):

- Please contact Burratronics to obtain an RA (Return Authorisation) number prior to requesting a refund(s).
- All refunds must be requested within 30 days of date of invoice, and must be accompanied by the original invoice number and include a brief explanation of the reason for the service contract cancellation.
- Issues with service that result from customer error or from events beyond Burratronics' control that happened after the service was provided will not be entitled for a refund.

By requesting cancellation of a service contract and seeking a refund, you represent and warrant that the service in issue was provided by Burratronics. You also agree that Burratronics may test any serviced items/objects to determine whether the issue has arisen from customer error or events beyond the control of Burratronics, or if there was in fact an issue with the service. In the event that Burratronics determines, in its sole discretion, that any service issue has arisen from customer error, events beyond the control of Burratronics, or otherwise violates this policy, Burratronics is entitled to reject your refund request and may (i) report such problem to any applicable governmental or regulatory agency or any other applicable third party; (ii) quarantine the item/object for further testing or other analysis; and/or (iii) take such other actions as may be required or permitted under applicable law.

## 7. TERM AND TERMINATION

The Terms & Condition will continue to apply until your account is terminated by either you or Burratronics. Burratronics may terminate or suspend your accounts at any time in the event of your non-compliance to the Terms & Conditions.

## 8. LIMITED LIABILITY AND WARRANTY DISCLAIMER

- (a) Burratronics will transfer to you any transferable warranties or indemnities that the manufacturer of the product or the third-party vendor/service provider provides to Burratronics. BURRATRONICS WILL HAVE NO LIABILITY TOWARDS YOU BEYOND THE EXPRESS TERMS OF SUCH MANUFACTURER PRODUCT WARRANTIES. BURRATRONICS ASSUMES NO RESPONSIBILITY FOR THE QUALITY OF THE WORK PERFORMED OR SERVICES RENDERED BY THIRD-PARTY VENDORS OR SERVICE PROVIDERS. IT IS YOUR OBLIGATION TO REQUEST COPIES OF ANY APPLICABLE MANUFACTURER WARRANTIES AND YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH WARRANTIES UPON ACCEPTANCE OF THE PRODUCTS AND/OR SERVICES.
- (b) BURRATRONICS MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY APPLICATIONS (OR THE CONTENT THEREOF), OR ANY OTHER PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD-PARTY ON OR THROUGH BURRATRONICS' WEBSITE, PRODUCTS OR SERVICES, OR ANY HYPERLINKED WEBSITE.
- (c) YOU SHALL NOT IN ANY EVENT BE ENTITLED TO, AND BURRATRONICS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF BURRATRONICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR RECOVERY FROM BURRATRONICS FOR ANY CLAIM SHALL NOT EXCEED YOUR PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BURRATRONICS SHALL NOT BE LIABLE FOR AND YOU SHALL INDEMNIFY, DEFEND AND HOLD BURRATRONICS HARMLESS FROM ANY CLAIMS BASED ON BURRATRONICS' COMPLIANCE WITH YOUR DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN BURRATRONICS, OR USE IN COMBINATION WITH OTHER PRODUCTS. IF, FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY AN ARBITRATION PANEL OR COURT OF COMPETENT JURISDICTION TO BE INVALID OR INAPPLICABLE UNDER ANY APPLICABLE STATE OR PROVINCIAL LAW, YOU AGREE THAT BURRATRONICS' TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY SUCH APPLICABLE LAW.
- (d) Burratronics' exclusive obligations with respect to a non-conforming product or service shall be, at Burratronics' option, to repair or replace the product if it is determined to be defective, or to re-perform the service, or to refund customers the purchase price paid for the product or service. Notwithstanding anything herein to the contrary, the liability of Burratronics for all claims shall not exceed the sum of the customer's payments for the products or services which are the subject of the dispute and the foregoing is the customer's sole and exclusive remedy for all claims under this Section 8(d). THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY BURRATRONICS IN CONNECTION WITH THE PRODUCTS AND SERVICES, AND BURRATRONICS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY,

## FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

As with any purchase of a product or service through any medium or in any environment, you should use your judgement and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Burratronics shall create any warranty on behalf of Burratronics.

### 9. FORCE MAJEURE

Burratronics shall not be liable for its inability to secure sufficient quantities of any product or failure to deliver due to causes beyond Burratronics' reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or products through its regular sources, which shall be considered as an event of force majeure excusing Burratronics from performance and barring remedies for non-performance. In an event of force majeure condition, Burratronics' time for performance shall be extended by the period of such delay or Burratronics may, at its option, cancel any order or remaining part thereof, without liability, by giving you notice.

### 10. LIMITATION PERIOD

Subject to any of the limitations expressed in the applicable manufacturer's warranty, no action by a customer may be brought at any time for any reason against Burratronics more than twelve (12) months after the facts occurred upon which the cause of action arose.

### 11. PERSONAL DATA AND PRIVACY

The use of any personal data collected or exchanged relating to any product purchases or order, services provided, or account applications shall be governed by Burratronics' Privacy Policy. A copy of Burratronics' Privacy Policy can be obtained from our website.

### 12. CONTACT US

If you have any questions concerning the agreements, or your account, or relationship with Burratronics, please visit our store or contact us during normal business hours via the methods listed on the "Contact Us" page of our website.

Thank you for reading our Terms and Conditions. We hope you enjoy the products and services offered by Burratronics Pty Ltd.