



**MEG GROUP OF COMPANIES
ONLINE SHOP TERMS & CONDITIONS**

1. DEFINITIONS

"ACL" means the Australian Consumer Law;

"Agreement" means these terms and conditions as amended from time to time and includes the Schedule;

"Commencement Date" means the date this Agreement was provided to You, being the date of purchase or order of a Product, or completion of the Transaction, whichever is earlier;

"Company" shall mean the company of the Group to which these conditions relate and shall mean and include any and all companies within the Group that the Customer contracts with from time to time;

"Consequential Damage" includes loss of use, lost production, lost income or profits (or anticipated income or profits), loss of opportunity, lost savings, loss of business, increased or wasted expenses, delay or lost time, loss of or damage to goodwill, increased operating costs, wasted or increased financing costs, loss of or damage to data or records, loss of or unavailability of or damage to tangible or intangible property, claims made against you by others, losses or costs or expenses associated with identification, investigation, assessment, repair, replacement or servicing and any other economic loss or damage and any other special, indirect or consequential loss or damage;

"Costs" means any costs associated with this Agreement;

"Customer" means the customer detailed herein, the ultimate recipient of the Products and / or includes the Third Party Customer as the context requires;

"Customer Agent" shall mean any person acting on behalf of and with the authority of the Customer, or purporting to act with authority of the Customer, such as employees, contractors, agents and / or assigns;

"Delivery" means the collection of the Products from Us by You or your agent (including your appointed courier) or the delivery by Us or our appointed delivery agent to Your address as stated in Your Order;

"Group" means the MEG Group of companies and includes Mechanical Equipment Group Pty Ltd (ACN 617 309 896) and its related entities and subsidiaries, being:

- (a) Mechanical Equipment Group Pty Ltd ACN 617 309 896;
- (b) Inquip Pty Ltd ACN 130 794 151;
- (c) Automation & Control Pty Ltd ACN 619 578 595;
- (d) Techquip Pty Ltd ACN 617 270 354;
- (e) Chain & Drives Australia Pty Ltd ACN 121 105 173;
- (f) Chain & Drives NSW Pty Ltd ACN 167 147 882;
- (g) Tank Environmental Systems Pty Ltd ACN 608 685 703;
- (h) Parts Book Pty Ltd ACN 163 940 243;
- (i) Automation & Control NSW Pty Ltd CAN 645 267 116 and
- (j) Any other company noted on Our Corporate Profile.

"Invoice" means a tax invoice issued by Us to You for the supply of the Products, as required from time to time;

"Manufacturer's Specifications" means the information provided with each Product and Quote detailing technical and other information regarding the relevant Product, noting its authorized uses, limits and specifications;

"Merchant" means the provider of online shop / payment gateway facilities on our Website as may vary from time to time;

"Order" means an order for Products placed at Your request;

"Price" shall mean the cost of the Transaction as agreed between the Company and the Customer subject to this agreement;

"Privacy Policy" means the Group's privacy policy, located at www.megggroup.com.au/privacy

"Products" shall mean Products supplied by the Company to the Customer

"Standards" means any applicable Australian Standards that may apply to the manufacture or installation of Products;

"Third Party Customer" means the ultimate recipient of the Products, who does not contract or order directly with Us and includes, but is not limited to, any head contractors or Your related entities;

"Transaction" means each individual retail purchase transaction completed between You and the Company;

"Us" / "Our" / "We" means the Company and / or the Group and its employees, authorized representatives and assigns;

"Website" means any website operated by the Company / Group where You place an Order via that Website's online shop;

"You" means the person who contracts with Us or engages Us to quote or provide any Products.

2. TERM

2.1 This Agreement will commence on the Commencement Date and will apply to the Transaction only.

2.2 This Agreement will terminate upon finalization of the Transaction.

2.3 Your obligation to pay the amount of the Invoice in accordance with this Agreement will survive the termination of this Agreement.

2.4 Any Orders that remain unfulfilled at the date of any termination of this Agreement shall be paid in full by You and We will complete any Orders paid in full.

3. PRODUCTS

3.1 The Company will provide the Products to the Customer in accordance with these conditions.

3.2 The Company, only when requested, will supply general arrangement drawings / Manufacturer Specification or information to allow you to consider if the Products are suitable, prior to the Transaction. Detailed manufacturer drawings will not under any circumstances be provided to You.

3.3 Any advice provided by us will be of a general nature only, in accordance with the Manufacturer's Specifications. The advice provided by Us (if any) does not substitute certified structural, electrical or mechanical advice. Any such advice would not take into account Your project needs or the use of the Products and You should consider the appropriateness of any information provided by Us and the Manufacturer's Specifications before acting on the same and purchasing any products from Us. The Customer must ensure any Products are signed off by certified structural, electrical or mechanical engineers as required.

3.4 None of the Company's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Company in writing nor is the Company bound by any such unauthorised statements. If You wish to ensure the Company statements are binding, they must be made by and signed by a director of the Company.

3.5 Any Products provided by Us will be provided with Manufacturer's Specifications and You agree and acknowledge that You should obtain Your own independent technical advice regarding whether the Product is suitable for the purpose for which You intend to Use it.

3.6 We do not give any warranty that the Products are fit for Your specific purpose at any time.

3.7 We will make best endeavours to only sell Products on the Website that are in stock at the time of the Order. As We also operate retail and wholesale stores, the quantity available online is changing constantly. We will notify you as soon as we are aware Your Order cannot be fulfilled and will offer you a refund, the chance to place

the item on back-order and / or a substitute where possible and agreed to by You.

4. PRICE AND PAYMENT

- 4.1 You must pay for the Transaction and relevant Invoice at the retail point of sale, together with any Delivery costs and credit card fees as charged by the Merchant.
- 4.2 The Company may withhold Delivery until the Customer has paid the Invoice.
- 4.3 Payment may be made by cash or debit or credit card only.
- 4.4 You may be liable for credit card fees, as charged by our bankers from time to time, if you choose to pay by credit card.
- 4.5 You agree and acknowledge you have no right to set off any payments due to Us, should You have any dispute relating to any matters the subject of this Agreement.

5. QUOTES AND ESTIMATIONS

If We provide a Quote prior to the Commencement Date, it will be valid for 30 days only.

6. DELIVERY OF PRODUCTS

- 6.1 Delivery of the Products will be made as agreed at the time of the sale only.
- 6.2 We may freight the costs to You or your nominee at Your expense and if so, We will insure the goods whilst in transit and provide you with tracking information. We will only use shipping methods that include tracking information.
- 6.3 We do not guarantee any particular delivery date.
- 6.4 It will be up to You to elect if you wish for the Products to be delivered to your nominated address in your presence or if an authority to leave is to be noted. Our delivery agents may use their discretion to not leave goods (regardless of whether you authorize the same) if they determine the location is unsafe for any reason.
- 6.5 You will be liable for any redelivery costs if a courier charges us additional fees to attempt redelivery of an item.
- 6.6 If You make your own arrangements for delivery, this will be at Your expense and at Your risk. Delivery will be considered as have taken place at the time Your agent collects the Products from Us.

7. RISK AND TITLE

- 7.1. The Company retains property and title in the Products until it has received payment of the Invoice, but regardless, all risk for the Products passes to the Customer on delivery.
- 7.2. The Customer acknowledges that they are liable for any loss or damage to the Products from the time of delivery.

8. CUSTOMER'S DISCLAIMER

- 8.1 The Customer hereby disclaims any right to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by any servant or agent of the Company.
- 8.2 The Customer agrees and acknowledges they purchase the Products as a result of their own enquiries and the Company and / or Group give no undertaking or make any representations that the Products are fit for purpose. The Company will provide Manufacturer's Specifications to the Customer as noted in this Agreement for the Customer to complete their own due diligence regarding the Products and the Customer must seek independent engineer's advice prior to purchasing the Products.
- 8.3 The Customer agrees and acknowledges that any advice provided by Us is general in nature and You should seek your own expert advice on the suitability of any Products provided to by Us to You.

9. WARRANTY

- 9.1 Where the Company is the manufacturer of Products, the Company warrants that the Products supplied shall be of merchantable quality, free from defects in workmanship and materials. This

warranty is valid for 12 months from the date the Products are received by the Customer. This warranty is personal to You and is not transferable to a subsequent buyer of the Products from You, unless expressly agreed in writing.

- 9.2 During the warranty period the Company guarantees that the repair or replacement will be made from its Company address or from another address indicated by it. Repairs or replacements of faulty components are authorised at the Company's discretion. The warranty covers the Company's labour costs and the material used in order to repair the Products. The warranty does not cover other expenses such as transport costs of the Products, travel and accommodation costs of the Company's personnel when carrying out repairs on site or the cost of the Customer's employees.
 - 9.3 The warranty does not cover Products which have been damaged due to the following: negligence or improper use, misuse or abuse; damage caused by water; damage caused in transit; damage caused by an unsuitable application; damage caused by repairs carried out by the Customer; damage caused by unsuitable environmental conditions; damage caused by components subject to standard wear and tear; modifications to the Products not approved by the Company; damage or defects caused by incorrect cleaning or maintenance; specifications and regulations relating to the machine on which the Company's Products are installed are not respected, and / or the uses are outside of the Manufacturer's Specifications.
 - 9.4 Unauthorised and unspecified uses will void all warranties.
 - 9.5 We are not liable for and You do not rely on being able to claim against us for, any loss or damage or Consequential Damage under or in relation to this Agreement or anything done or omitted in that regard or for that purpose, or in relation to any representation or conduct before, under or in respect of any Transaction, and whether or not the possibility or potential extent of the loss or damage or Consequential Damage was known or foreseeable and whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty (if any) and whether or not the act or conduct was authorized or required.
 - 9.6 The payment of compensation for any failure or abnormal operation of a Product is excluded unless payable at law.
 - 9.7 You and the Customer agree and acknowledge that any losses suffered by the Customer, being direct losses, shall include the costs to repair or replace the Product warranted under this clause 11 and other direct losses arising from the usual course of use of the Product and such costs and / or losses shall be capped at any amount the Company is insured for at the relevant time of a claim being made by the Customer.
 - 9.8 The Company does not warrant that the Products are fit for a particular purpose and, except or unless otherwise stated in these terms and conditions, warranties relating to title, defects or conformity of the Products are expressly excluded. Any costs associated with the return of the Products for the purpose of a warranty claim shall be the responsibility of the Customer.
 - 9.9 This warranty does not affect Your consumer rights pursuant to the ACL, if any.
- #### **10. DEFECTS**
- 10.1 The Customer shall inspect the Products upon delivery and notify the Company in writing within 24 hours of any defects, short deliveries or any failure to fulfill any quotation or order. Where goods have been manufactured to specific Customer requirements on drawings approved by the Customer, the Customer shall have 14 days to notify the Company in writing of any defects, faults or performance issues.

- 10.2 In the event that no written notification is received by the Company from the Customer within 24 hours of Delivery, the Products are taken to be fit for their purpose and accepted by the Customer.
- 10.3 Where it may be alleged a Product or Service is defective, the Company may engage a party to test the Product or provide independent advice or review relating to the same. Such evidence shall be prima facie evidence as to the defects (if any) in relation to the Products.
- 10.4 Where a Third Party Customer alleges a Product is defective or not fit for purpose, You indemnify Us from any action from the said customer provided that We have not acted negligently.
- 11. FAIR TRADING ACTS AND ACL**
- 11.1 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth *Trade Practices Act 1974*, the *Competition and Consumer Act 2010* (Cth), the ACL or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 11.2 This Agreement shall be varied so far as is necessary to comply with any relevant legislation, to the extent required to comply with the law only and the remainder of this Agreement shall remain.
- 12. RETURN POLICY**
- 12.1 Products may only be returned pursuant to relevant Commonwealth Legislation, including the ACL (if applicable).
- 12.2 The Company will in its absolute discretion (unless otherwise required by law) either:
- (a) Provide a refund;
 - (b) Arrange testing or other independent review of the Product or Service to assist in determining liability for any fault;
 - (c) replace the Products; or
 - (d) grant You credit against future purchases in an amount equal to the purchase price of the Products.
- 12.3 Returned products (excluding those faulty under ACL) may be accepted within 30 days of purchase on approval by the Company. The customer bears return shipping costs. The Company may levy reasonable charges for handling, inspection, and reconditioning, payable in accordance with this Agreement.
- 12.4 Notwithstanding all the above, Products returned for credit (due to change of mind) and approved will be subject to a 25% re-stocking fee.
- 13. GENERAL**
- 13.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.2 The laws of the state of Western Australia shall apply to this agreement and any disputes arising from the product or its delivery and the parties consent to the exclusive jurisdiction of the West Australian Courts & Tribunals.
- 13.3 You must not set off, deduct or reduce any amounts due by You to the Company.
- 14. INDEMNITY**
- 14.1 We do not guarantee, represent, or warrant that the Products, the Merchant or the Website will be uninterrupted or error-free.
- 14.2 You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Us to You, the Third Party Customer, the Owner or any other person under or in connection with this Agreement, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts.
- 14.3 Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, general and special damages and consequential and incidental loss.
- 15. PRIVACY**
- We may use Your address, contact and email account details as provided in this Agreement to provide You with Invoices, and receipts from Us. Otherwise, Your information will be stored and used in accordance with Our Privacy Policy.
- 16. NOTICES**
- All Notices must be in writing and addressed to the party at their address nominated in this Agreement, or as amended in writing from time to time. We may provide You with service of a Notice by email to Your email address as advised to Us by You from time to time.
- 17. ELECTRONIC COMMUNICATION**
- We will communicate with You via electronic means to the email address provided by You from time to time. For contractual purposes, You:
- (a) Consent to receive communications from Us in an electronic form; and
 - (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing.
- 18. WAIVER**
- Subject to any express consent in writing of any of the parties no waiver by any party or any default in the strict and literal performance of, or compliance with, any provision, condition, or requirement of this Agreement shall be deemed to be a waiver of strict and literal performance of, and compliance with, any other provision, condition or requirement, nor to be a waiver of, or in any manner release of, any other party from strict compliance with any provision or requirement in the future or in any manner impair the exercise of any such rights accruing to it.