

Terms and Conditions



RugGear[®]

FOR GOODS SOLD BY
EXTREME PRODUCTS PTY LTD
FROM

www.ruggear.com.au

www.ruggear.co.nz

These Terms and Conditions constitute a legally binding contract between the customer (“you”) and Extreme Products Pty Ltd (ABN 50 151 918 357) (“Ruggear”) and apply to the ordering purchase, fulfilment and delivery of goods (“Goods”) from www.ruggear.com.au or www.ruggear.co.nz by placing an order for Goods from Ruggear you agree to these Terms and Conditions.

Please read the following Terms and Conditions carefully before placing your order. The Terms and Conditions contain important information about the ordering, processing, fulfilment and delivery of Goods.

1. Definitions
2. Your Legal Rights
3. Prices & Taxes
4. Your Account
5. Orders
6. After You Have Submitted an Order / Payment
7. Cancellation of Orders
8. Availability of Goods
9. Delivery
10. Delay in availability or delivery of goods
11. Refunds of Your Money
12. Returns/Faulty or Damaged Goods
13. More Information About Ruggear Liability to You
14. Privacy
15. Website Terms
16. General

1. DEFINITIONS

In these Terms and Conditions:

“Account” means a personal account created by you on the Website;

“Additional Delivery Charge” has the meaning given in Section 3.4;

“Delivery Charge” has the meaning given in Section 3.3;

“International Delivery Charge” has the meaning given in Section 3.5;

“Order” means an order for Goods, placed on the Website;

“Password” means the password needed to access your Account;

“Restricted Goods” means Goods which are only intended to be viewed, played, listened to or otherwise utilised by a person of at least a certain age; and

“Website” means www.ruggear.com.au or www.ruggear.co.nz

2. YOUR LEGAL RIGHTS

Your purchase of Goods will be subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded, including that the Goods must be of acceptable quality, reasonably fit for the purpose that Ruggear represents they will be fit for and that the Goods will correspond with any description. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

3. PRICING & TAXES

3.1 Prices for Goods are as shown on the Website.

3.2 Ruggear reserves the right to change the prices of Goods at any time without notice to you. The price displayed at the time that you place your Order will continue to apply to you even if the price changes before your Order is accepted by Ruggear.

3.3 In addition to the price for the Goods, you will also need to pay the advertised delivery charge (if any) (“Delivery Charge”). Any Delivery Charge will appear in your shopping cart.

- 3.4 In addition to the price for the Goods and the Delivery Charge (if any) you may also need to pay any additional delivery charges which are not shown in your shopping cart but which we incur because you live in an area where light aircraft or barge transport is required, or to which our national courier company does not provide a door-to-door service ("Additional Delivery Charge"). Such charges may apply even where the item is shown on the Website as having "free delivery", "free freight" or something similar. If you believe that you might live in such an area, you can email Customer Service via www.ruggear.com.au or www.ruggear.co.nz for more information
- 3.5 If Ruggear agrees to deliver Goods outside of Australia, international delivery charges will apply ("International Delivery Charges"). International Delivery Charges, applicable to your relevant country, will appear in your shopping cart.
- 3.6 By placing an Order you agree to pay the price for the Goods, any Delivery Charge, any Additional Delivery Charge and any International Delivery Charge.
- 3.7 All prices and Delivery Charges, Additional Delivery Charges and International Delivery Charges quoted are in Australian dollars and are inclusive of GST on www.ruggear.com.au and in New Zealand dollars on www.ruggear.co.nz

4. YOUR ACCOUNT

- 4.1 If you do not already have an Account you will need to create one before placing an Order.
- 4.2 You may not set up an Account for someone else.
- 4.3 Please ensure that you enter all information carefully when creating an Account. You warrant to Ruggear that all information provided by you in relation to your Account is complete, true and accurate
- 4.4 You must notify Ruggear immediately if you become aware of any actual or potential unauthorised use of your Password or Account.
- 4.5 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Ruggear will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of: (i) your Account information being incomplete or inaccurate; or (ii) any unauthorised use of your Password or Account which takes place before you notify Ruggear, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.
- 4.6 If Ruggear suffers any loss, damage, cost or expense as a result of any unauthorised use of your Password or Account which takes place before you notify Ruggear then you must pay Ruggear the amount of that loss, damage, cost or expense if Ruggear asks you to.

5. ORDERS

- 5.1 You can place an Order by following the instructions on the relevant Ruggear website.
- 5.2 An Order submitted by you is an offer by you to purchase the Goods for the price plus the Delivery Charge as shown at the time of submission of your Order and any applicable Additional Delivery Charge or International Delivery Charge. Ruggear may accept or reject your offer in its absolute discretion. In particular, but without limitation, Ruggear may reject Orders for commercial quantities of Goods. If you wish to order commercial quantities of Goods please contact tough-phones@ruggear.com.au
- 5.3 Each Order that you place will, if accepted by Ruggear, be a separate and binding agreement between you and Ruggear with respect to the supply of the relevant Goods, in accordance with these Terms and Conditions.
- 5.4 If you place an Order for someone else to receive the Goods you must obtain their consent before providing Ruggear with their personal information and, by placing an Order, you confirm to Ruggear that you have done this.
- 5.5 Please ensure that you enter all information carefully when placing an Order. You warrant to Ruggear that all information provided by you in relation to each Order is complete, true and accurate.
- 5.6 Please check your Order carefully (including the quantities ordered) before submitting it as Orders may not be able to be changed or cancelled once the Order has been accepted by Ruggear. Ruggear will use reasonable endeavours to cancel or change the Order if it has not already been shipped but makes no representation that it will be able to do this.
- 5.7 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Ruggear will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of your Order information being incomplete or inaccurate or as a result of being unable to change or cancel your Order once it has been accepted by Ruggear, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all .

- 5.8 Where you place separate Orders the Goods will be delivered separately and a separate Delivery Charge (and Additional Delivery Charge/ International Delivery Charge if applicable) will apply to each Order. Ruggear cannot consolidate separate Orders into one delivery.
- 5.9 Where you order more than one item in one Order, all Goods for which your Order is accepted at the same time will be dispatched together where practicable. However, in some cases Goods may be dispatched separately, for example: in order to ensure that you receive each of the Goods as promptly as possible; where the goods are being dispatched from different locations; or where the Goods are of different types (e.g a mixture of hardware and software). Please note that for CD, DVD, games, "Factory Scoop" and "Appcessories", Delivery Charges, Additional Delivery Charges and International Delivery Charges are weight based and consequently you will be required to pay a separate Delivery Charge and any applicable Additional Delivery Charge and International Delivery Charge for each of the Goods ordered, regardless of whether they are delivered to you separately or in one delivery.
- 5.10 You acknowledge that all Goods that you Order are intended for personal, domestic, non-commercial use only.
- 5.11 The internet can be an unstable, and sometimes insecure, marketplace. At times the facility to place Orders may not be available, your Order might not be received, your Order may be lost or misdirected, or your Order might be delayed.
- 5.12 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system and contains appropriate protection to prevent damage to your computer system caused by viruses, malicious computer code or other forms of interference.
- 5.13 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Ruggear will not be liable to you, or any other person, for any loss, damage, cost or expense arising out of or in connection with of any of the events set out in Section 5.11 or arising out of or in connection with you accessing the Website, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

6. AFTER YOU HAVE SUBMITTED AN ORDER / PAYMENT

- 6.1 When you submit an Order you will receive an email which includes an Order reference number. Please note that this is not a confirmation that your Order has been accepted. Ruggear will process payment for your Order immediately the order is placed.
- 6.2 If Ruggear is unable to fulfil your Order it will send you an email cancelling your Order as soon as practicable.
- 6.3 In the event that your Order is cancelled following the process of your payment, the process of your payment will be reversed and credited to your account. The time that it takes for the refund to be processed is likely to be between 1 and 10 days and will depend upon how quickly your financial institution/payment provider processes the refund.
- 6.4 Immediately upon dispatch of the Goods to you Ruggear will send you an email confirming that the Goods have been dispatched. This email represents confirmation that your Order has been accepted and processed.
- 6.5 When Ruggear accepts an Order it represents an agreement by Ruggear to supply the Goods to you in accordance with your Order subject to receiving payment from you and subject to these Terms and Conditions.
- 6.6 You must pay for Goods by credit card (Visa or Mastercard), certain prepaid payment cards, or Pay Pal account. The name on the credit card/payment card must match the name on the Order. By providing your credit card/payment card you authorise Ruggear to deduct the price and the applicable delivery charge(s) from such card.
- 6.7 Ruggear reserves the right to change the payment methods that can be used for Orders at any time in its absolute discretion.
- 6.8 Ruggear may not be able to, or may decline to, accept payment from you by your nominated payment method at any time for any reason including, without limitation: (a) where our fraud detection systems detect possible irregularities; (b) because your financial institution has declined payment; or (c) because your payment card has expired. Where this is the case, your Order will be placed on hold and Ruggear will contact you to ask you to provide additional information (for example, proof of identity documents) or arrange payment by another method. If you are unable to comply with Ruggear's requests within the timescale specified, Ruggear may cancel your Order.
- 6.9 Goods that you have ordered will not be dispatched to you until your payment for the Goods has cleared. If your payment cannot be processed, your Order will be rejected and we will notify you by email.

7. CANCELLATION OF ORDERS

- 7.1 Ruggear reserves the right to cancel, at any time before delivery and for whatever reason, an Order that it has previously accepted. Ruggear may do this for example, but without limitation, where:
- (a) Ruggear's suppliers are unable to supply Goods that they have previously promised to supply;
 - (b) an event beyond Ruggear's control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike or failure of computer systems, means that Ruggear is unable to supply the Goods within a reasonable time;
 - (c) Goods ordered were subject to an error on the Website, for example, in relation to a description, price or image, which was not discovered prior to the Order being accepted;
 - (d) you ask Ruggear to cancel your Order in accordance with section 5.6; or
 - (e) in the circumstances set out in Section 6.8.
- 7.2 You may cancel your Order where Ruggear:
- (a) has breached a material term of this Agreement;
 - (b) is not able to deliver your Order within a reasonable time of the estimated delivery time advertised on the Website or as set out in these Terms and Conditions, other than a result of any delay: (i) for which you are wholly or partly responsible such as a failure to provide the correct delivery address or to pay for the Goods; (ii) which was outside Ruggear's control including the situations set out in Sections 7.1(a) and (b) above;
- 7.3 In the unlikely event of Ruggear or you cancelling your Order after payment has been processed, Ruggear will refund any money paid in respect of that Order. Section 11 of these Terms and Conditions sets out further information about refunds.
- 7.4 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law) or as expressly set out in these terms and conditions, Ruggear will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of cancellation of your Order, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

8. AVAILABILITY OF GOODS

- 8.1 As Ruggear is dependent upon its Suppliers to provide stock, Ruggear cannot guarantee availability at all times. You acknowledge and agree that, from time to time, certain Goods may be out of stock or unavailable. Ruggear reserves the right to withdraw or suspend from sale any Goods displayed on the Website, either temporarily or permanently, at any time without notice to you. Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Ruggear will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of the unavailability of any Goods at any time, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

9. DELIVERY

- 9.1 Risk and title in Goods passes to you on the date and time of delivery of the Goods to the delivery address provided in your Order.
- 9.2 Goods will generally only be delivered to addresses within Australia. Ruggear will at its discretion deliver to PO Boxes in Australia where possible based on the size of the Goods.
- 9.3 Ruggear may, in its absolute discretion, agree to accept Orders for delivery outside Australia, PNG or New Zealand but is under no obligation to do so.
- 9.4 Following dispatch of your Goods, Ruggear will email you with confirmation of dispatch and an invoice for your Order.
- 9.5 On delivery you may be required to sign a proof of delivery document. If you are not available to take delivery your Goods will be taken to a local depot or post office and a calling card containing the relevant contact details will be left at the delivery address.
- 9.6 If you require Goods that you have ordered to be re-directed to an address which is not the original Order address Ruggear may charge you a reasonable fee for doing this.
- 9.9 Where an Order is to be delivered outside Australia, delivery is likely to take between 2-4 weeks by air mail.

10. DELAY IN AVAILABILITY OR DELIVERY OF GOODS

10.1 You agree and acknowledge that:

- (a) Ruggear does not guarantee the delivery or availability of Goods within the timeframes set out in section 9 above or otherwise specified by Ruggear or any of its staff;
- (b) events outside Ruggear's control may cause delays, or in some circumstances, prevent your Goods from being delivered;
- (c) delays are particularly likely to occur around Christmas, Easter and public holidays; and
- (d) except to the extent expressly set out in these Terms and Conditions or otherwise required by law (including, without limitation, the Australian Consumer Law), neither Ruggear nor any of its agents will be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in delivery of the Goods to you or delay in the availability of Goods for pick up in store, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all .

11. REFUNDS OF YOUR MONEY

11.1 Where Ruggear is obliged to refund your payment pursuant to these Terms and Conditions, Ruggear aims to initiate your refund within 2 business days (Monday - Friday 9 a.m to 5 p.m Melbourne time). The additional time that it takes for you to actually receive your refund will depend upon how quickly your financial institution processes the refund.

11.2 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), Ruggear will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in you receiving any refund due to you ,whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

12. RETURNS/FAULTY OR DAMAGED GOODS

12.1 You should check your Goods as soon as they are delivered to you in order to ensure that: (i) they are what you ordered; and (ii) they are not damaged or faulty. If this is not the case you should contact Ruggear via www.ruggear.com.au or www.ruggear.co.nz as soon as possible.

12.2 If you have a problem with any Goods or otherwise wish to return them please refer to Ruggear's Returns Policy which forms part of these Terms and Conditions . Please note that, you can contact www.ruggear.com.au or www.ruggear.co.nz

12.3 WHEN RETURNING GOODS:

- (a) please provide Ruggear with your proof of purchase;
- (b) it is a requirement for the fulfilment of refunds, exchanges and warranties that Customers use their best endeavours to return all out-of-the-box accessories (such as power cords and batteries) supplied at the time of original purchase.

Customers are also encouraged to use the original packaging where possible in order to avoid damage in transit.

12.4 You are not entitled to any refund or exchange just because any packaging is damaged in transit. The packaging exists to protect the Goods themselves.

13. MORE INFORMATION ABOUT RUGGEAR LIABILITY TO YOU

13.1 To the full extent permitted at law, Ruggear is not liable for any loss of profit, loss of revenue, loss of business, loss of bargain, loss of savings, loss of data, loss or goodwill, loss of reputation, the cost of obtaining replacement or alternative goods or the cost of other remedial measures, or for any indirect or consequential loss arising in connection with any Order or Account.

14. PRIVACY

14.1 Ruggear policy on the collection, use and disclosure of customers' personal information is set out in its Privacy Statement which forms part of these Terms and Conditions.

15. WEBSITE TERMS

15.1 Your use of the Website is governed by the Website Terms of Use.

16. GENERAL

- 16.1 Ruggear reserves the right to amend these Terms and Conditions at any time. Any amendment will take effect from the time that it appears on the Website. The Terms and Conditions which apply at the time that you place your Order are the Terms and Conditions which will apply to your Order.
- 16.2 Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.
- 16.3 These Terms and Conditions are governed by the laws of Western Australia, Australia.