

# **BEST EXHAUST**

THE WORLD'S BEST EXHAUST SYSTEMS

## **TERMS AND CONDITIONS**

### **About These Terms And Conditions**

In these Terms and Conditions "we" and "us" mean Best Exhaust Pty Limited ABN 70 136 483 460 of Suite 174, Endeavour House, 2 Captain Cook Crescent, MANUKA, ACT 2603 Australia, and "you" means you the customer.

These Terms and Conditions together with your Order constitute the entire Contract between us and you for the supply of Products. No other Terms and Conditions will apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

### **Legal Capacity To Transact**

If you are under the age eighteen (18) years you can not place orders with Best Exhaust.

By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years.

Should Best Exhaust suffer any damage or other losses as a result of a transaction entered into by a minor, Best Exhaust reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order(s) to be placed with Best Exhaust.

### **Placing Your Order**

You may place an Order by filling in the Order Form on the Best Exhaust Web Sites and clicking the "Submit My Order" button.

When you place your Order, we will issue you with an Order Number. We will do this by email.

By placing an Order, you make an offer to us to purchase the Products you have selected based on these Terms and Conditions. Information contained on the Best Exhaust website constitutes an invitation to treat. No information on our website constitutes or should be deemed as an offer by us to supply any Products, however Best Exhaust will make every effort to supply Products to you. We will notify you that your order is being processed by sending you an Order Confirmation and tax invoice via email, however, we do not formally accept your offer until your order has passed our internal validation procedures for verifying the bona fides of each order placed, for the purpose of preventing credit card or payment fraud. Best Exhaust and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. We will confirm acceptance of your order when we send you an email confirming shipment of the goods you have ordered. If we cannot process or accept your Order after payment is received we will contact you by email or telephone.

### **Payment Methods And Processing**

Best Exhaust currently accepts Credit Cards (including Mastercard, Visa, American Express), PayPal, Bank Deposit / Transfer and cheque only. Best Exhaust reserve the right to surcharge for payment methods that incur a cost to Best Exhaust.

Order processing will not begin until we receive all the information we need.

Orders placed on a weekend or a Public holiday may not begin processing until the next business day.

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Business days are Monday through Friday (Canberra, ACT, Australia time), excluding ACT Public holidays.

We process credit card payments up to 48 hours after you click the "Submit My Order" button, and all payments will be charged in Australian dollars.

Where you pay by Bank Deposit / Transfer you must pay the price payable in Australian dollars as indicated on your Order Confirmation within 7 days from the date that you receive your Order Confirmation.

If a Bank Deposit / Transfer payment is not received within 10 days from the date that you receive your Order Confirmation, Best Exhaust reserves the right to cancel the transaction.

For credit card payments we will email a tax invoice to you with your Order Confirmation. Where you pay by Bank Deposit / Transfer a tax invoice will be sent to you via email after your payment has been confirmed. Your tax invoice is your proof of purchase.

Please Note:

- Debit cards and cheque cards have daily spending limits that may substantially delay the processing of your order.
- You may be required to provide further identification for additional security reference checks.

### **GST**

Best Exhaust purchases include GST unless otherwise stated on a Product listing.

### **Prices**

Best Exhaust always seeks to list Products with the most competitive prices.

Best Exhaust reserves the right to change prices for Products displayed at Best Exhaust at any time.

Published prices include Australian import fees and duties as well as delivery to you. For deliveries outside Australia, published prices may not include taxes, duties or import fees. Best Exhaust is not responsible for taxes and customs fees and duties outside of Australia.

Trade prices on application. Please apply by clicking on PARTNER in the website's top menu. Only legitimate registered businesses in the Automotive industry are eligible for trade pricing.

### **Supply Of Your Products**

Subject to these Terms and Conditions, we will supply to you the Products indicated on your Order Confirmation.

When your Order items have been dispatched, we will email you to confirm shipment of each item including a tracking number for each item.

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### **Delivery Of Your Products**

Delivery time takes up to 10 working days from the date your payment is received. Please note that Bank Deposit / Transfer payments take 1-2 business days to process. Express delivery is available at additional cost.

Product listings will indicate whether the item is "In Stock" in Australia or "Not in Stock – Available for Order" where the item is not in stock in Australia, but is available for order from the manufacturer. For availability details and timeframes, please use the "When can I get it?" button on the product page.

Where you have purchased a Product that is dispatched from the manufacturer, delivery time after payment processing may take up to 3 weeks in addition to delivery time.

In all instances estimated delivery times will be displayed at the check out for your Product.

Best Exhaust makes every effort to deliver your Product according to the estimated delivery times provided by Best Exhaust at checkout. The estimated delivery times are in business days (Monday through Friday) excluding Public holidays.

Although every effort is made to ship your Order according to the estimated delivery times provided, estimated ship times may change due to changes in supply or circumstances beyond our control. If your Product has not arrived after the estimated delivery time, please contact us [here](#)

We encourage you to visit the "My Account" section on our website to view the delivery status of your Products.

Unless otherwise agreed by us, we will deliver your Products to the address indicated on your Order Confirmation or if paying by PayPal, to the registered PayPal address. If no-one is available to take delivery of your Products, our carriers (FedEx, UPS, TNT or DHL Express) will leave a card so you can arrange alternative delivery or pickup from the local depot.

We will use our reasonable efforts to deliver your Products to you within the estimated delivery time indicated on your Order Confirmation; however, we do not guarantee that we will deliver within this time frame.

Title and risk of loss to all Products will pass to you on delivery. All orders are insured for loss or damage during delivery.

### **Returns and Refunds**

If you wish to return the goods due to change of mind or due to unsubstantiated fault, a 25% or \$750 restocking fee (whichever is more) will be charged against the refunded purchase price. Any refund will only be given after the goods are returned and assessed to be in resalable condition. Any damage or wear that is found will be debited from the balance of the refunded amount.

Returns due to Warranty will be handled as per the manufacturer warranties' terms and conditions. Best Exhaust will attempt to act for you in this situation, but is not responsible for fulfilling the manufacturers' warranty obligations.

### **"Your Account" – Coupons and Vouchers**

Best Exhaust in its absolute discretion may from time to time provide discount Coupons and vouchers to existing and/or new customers.

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These can only be used towards the payment of Products on our website.

Coupons and Vouchers can only be used in accordance with the Terms and Conditions under which they are issued. Any Terms and Conditions governing the use of a coupon or voucher will accompany that Coupon or Voucher. Best Exhaust will determine the content of Terms and Conditions governing Coupons and Vouchers in its absolute discretion.

Where a Coupon or Voucher is used towards the payment of a Product (or Products) there may be an outstanding balance due. Coupons or Vouchers are not refundable or transferrable.

### **Your Data - Use And Protection**

By placing your Order, you agree that we may store, process and use data collected from your Order Form for the purposes of processing your Order. If you so indicate on the appropriate section of your Order Form, by placing your Order you also agree that we may use such data, other than credit card details, in order to provide you with information from time to time on other Best Exhaust Products that may be of interest to you. If you do not agree to our using such data in order to provide you with information on other Best Exhaust Products, you should indicate your non-agreement on the appropriate section of your Order Form. You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will correct it on your written request. Please refer to our [Privacy Statement](#).

### **Credit Card Fraud**

Best Exhaust utilises eWay and PayPal payment gateways for Credit Card payments. Whilst eWay and PayPal employ the latest in Secure Sockets Layer (SSL) technology and security software for its transactions with our customers, Best Exhaust will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner due to failure of external payment gateway security measures.

Best Exhaust does not store card details, and destroys any details upon completion of payment processing.

Best Exhaust utilises Commonwealth Bank and PayPal credit card payment processing, with American Express integration, and Best Exhaust will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner due to failure of Commonwealth Bank, PayPal or American Express system security measures, or any other occurrence outside the control of Best Exhaust.

### **General**

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of Best Exhaust. Any unauthorized assignment shall be deemed null and void.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, any liability in Best Exhaust for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at the option Best Exhaust, to

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the replacement of the Product(s) or the re-supply of the same Product(s); the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s).

Neither our failure nor your failure to enforce any Term or Condition constitutes a waiver of such Term or Condition. Such failure shall in no way affect the right to later enforce such Term or Condition.

Best Exhaust reserves the right to change the Terms and Conditions of sale at any time.

No Best Exhaust employee or agent has the authority to vary any of the Terms and Conditions governing any sale.

### **Force Majeure**

Best Exhaust shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of Best Exhaust, and Best Exhaust shall be entitled to a reasonable extension of time for the performance of such obligations.

### **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Australian Capital Territory and shall be subject to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.