

Buyer Agreement (Updated January 2016)

- 1.1. Please read the following Terms and Conditions carefully before placing your order. These Terms and Conditions contain important information about the ordering, processing, fulfilment and delivery of goods, including limitations of liability.
 - 1.2. These Terms and Conditions constitute a contract between the customer (yourself) and Modern Power Solutions PTY LTD hereon referred to as "MPS PTY LTD"
 - 1.3. By browsing the website, or placing an order, you agree to these Terms and Conditions as set out below, which constitutes a legally binding agreement between us and you for the supply of products.
 - 1.4. The agreement together with your order constitutes the entire agreement between us and you for the supply of Products. The agreement cannot be varied unless we agree to vary it in writing or by email.
 - 1.5. You must take your own precautions to ensure that your process 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. We take no responsibility for any such damage, which may arise in connection with your use of the Website.
 - 1.6. Orders will be deemed to have been received by Modern Power Solutions PTY LTD at the time Modern Power Solutions PTY LTD sends an order confirmation to your nominated e-mail address.
 - 1.7. MPS PTY LTD reserves the right to decline to enter into a purchase contract with you and may cancel your order at any time prior to dispatch of the product(s).
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- 2.1 All refunds may take up to 10 business days to be processed.
 - 2.3 To the extent permitted by law we will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; and our maximum aggregate liability for any product supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the product(s) in question
 - 2.4. For the avoidance of doubt, nothing in this clause limits or restricts your ability to make a claim that may be available to you for our failure to comply with a guarantee under the Australian Consumer Law.

- 3.1. Most Ordered items will be dispatched directly from our Sydney warehouse, however will originate from global manufacturers, and may be sent directly from these manufactures in such circumstances where we are low on stock, or you require a custom order
- 3.2. Stock is limited and may become unavailable at short notice, despite being displayed online otherwise. However, if you do purchase a product that has an expected handing-time delay beyond 3 days, you will be notified via email, and offered a full refund. You may also choose to be notified when the product becomes available again.
- 3.3. Modern Power Solutions PTY LTD uses Third Party Logistics companies and postal services including (but not limited to) Australia Post, Toll Express, DHL, FEDEX and Couriers Please. This makes it often difficult to maintain consistency in postal times. However it is expected that you receive your product within 3-5 days of ordering, unless otherwise specified, such as Express postage options or 24hour RUSH.
- 3.4. If your product has been damaged in transit, we will review the damage with the courier providing the complain is genuine, we will then provide you with a brand new replacement after the product has been returned to us, The return postage cost of the product is levied onto the customer in this instance.
- 3.5. Tracking information is always available, however not often provided to the customer. If you would like tracking information, please request it after you have placed your order and one will be provided along with the courier services used to deliver your item.
- 3.6. Pickup is only available for larger orders for certain products, and contact must be made prior to purchase, to organise suitable times between the customer and our warehouse.
- 3.7. Currently we accept payment in the form of Bank Deposit, Cheque, Cash on Pickup (limited availability) and PayPal. However for orders over \$1000, a 2% credit fee may apply to purchases paid via credit card [PayPal].
- 3.8. International shipping costs may apply, please contact us first to confirm correct cost, and postage times, this will vary depending on the size and value of your order.
- 3.9 We are here to help; feel free to contact us at any time either via phone, email or text. We provide Sales support throughout every purchase experience to all our customers free of charge, with an average email response time under 24 hours.
- 4.1. Products sold by our business must be used at your own risk. For our electrical products these risks include fire, electrical shock in extreme circumstances, death.

4.2. All Modern Power Solutions PTY LTD electrical sockets cannot be used on circuits without sufficient RCD protection, Failure to follow such instructions voids warranty and liability completely.

4.3. We appreciate customer feedback, please feel free to share with us your opinion on our quality of product and service.

4.4. After purchase, your provided email address will automatically be added to the Modern Power Solutions PTY LTD mailing list. You can unsubscribe at any time.

5.1. For orders with a value of over \$1000AUD:

5.1.1. A change-of-mind return fee of 5.6% applies to customers.

5.1.2. Full refunds will be provided to faulty items, however generally we test and report all products in orders over \$1000 to ensure they are in working condition. If we test and provide a working certificate, and you still receive a faulty product, then the fault is brought upon the courier company, and a higher 8.9% refund fee applies.

5.3. For orders with a handling time of 10 days or more, customers may choose to pay 50% of the total invoice amount at the time of order, and the further 50% 2 days before the product is received. Business address details must be provided including client contact details and ABN information in such instances.