
Website Terms of Purchase

The Website Terms of Purchase

The following terms and conditions regulate the business relationship between You (**You** or **Your**) and Body Science International Pty Ltd (ABN 101 197 835) (**Body Science**) for the purchase of goods and/or services through Body Science's website. Body Science's Website Terms and Conditions of Use and Body Science's Privacy Policy also apply to any transaction You may make and Your acceptance of these terms and conditions constitutes an acceptance of these. Any purchase of goods and/or services, acceptance of our quotation or payment of any invoices by You from Body Science shall be regulated by the terms and conditions outlined in this agreement.

1. Definitions

"Agreement" means these terms and conditions.

"Carrier" means any person or business used by Body Science to deliver goods and/or services from Body Science to You, whether all or part of the distance of the delivery.

"Goods" means any goods offered for sale by Body Science.

"Services" means any services offered for sale by Body Science.

"Website" means this website or any other website through which Body Science offers for sale the Goods and/or Services.

"Written Material" means any informational material published by Body Science in any medium from time to time with a view to providing information to any customer or prospective customer of Body Science.

2. Our contract with You

2.1 Body Science shall accept orders placed by electronic transmission through the Website subject to the terms of this Agreement.

2.2 Before an order is placed Body Science will display on the screen a quote confirming the details of Your order including the price of the Goods and/or Services.

2.3 Body Science will notify You by email or phone if any Good/s is unavailable and offer an alternative item or a full refund.

2.4 Subject to clause 2.6, receipt of full payment of Your order by Body Science is evidence of a binding and enforceable agreement between You and Body Science, and this Agreement can only be modified by written agreement between You and Body Science.

2.5 If applicable, any Goods ordered by You from Body Science are at Your own risk from the moment they are picked up by a Carrier to be delivered to You. For the avoidance of any doubt, this means that You assume all costs and risks of loss and/or damage to the Goods from the point in time when the Goods are loaded onto the mode of delivery of the Carrier and up until the point in time when the Goods are delivered to You and are in Your possession. Body Science will retain title of the Goods until it has received payment in full for the Goods.

2.6 All clerical errors are subject to correction and will not bind Body Science.

3. Price and Payment

3.1 The price of any and all Goods contained in any Written Material of Body Science is subject to change from time to time at the sole discretion of Body Science. All our prices are in Australian dollars (AUD) and include GST (Goods and Services Tax).

3.2 Full payment of an order must be made and received by Body Science before the Goods will be provided and/or delivered to You.

3.3 Body Science agrees to pay banking charges by the receiving bank on payments to Body Science. All other charges relating to the payment of an order in a currency other than Australian Dollars will be borne by You.

3.4 You shall pay all sums due to Body Science under this Agreement by the means specified without any set-off, deduction or counterclaim.

3.5 You represent and warrant that if You are purchasing something from Body Science that

- i. any credit card information You supply is true, correct and complete,
- ii. You have express authority from the card holder to use this credit card,
- iii. charges incurred by You will be honoured by Your credit card company, and
- iv. You will pay the charges incurred by You at the posted prices, including any delivery fees and applicable taxes.

3.6 When purchasing from Body Science, Your financial details are passed through a secure server using the latest industry standard SSL (secure sockets layer) encryption technology. If You have any questions regarding our security policy, please contact Body Science using the details in clause 17.1.

4. Information You give Body Science

4.1 You agree that You have provided, and will continue to provide, accurate, up to date and complete information about Yourself to Body Science to enable Body Science to provide You with the Goods and/or Services ordered.

4.2 Body Science agrees to use reasonable endeavours to respond to any point of dissatisfaction by You in relation to any Goods and/or Services purchased.

5. Delivery

5.1 Where applicable, deliveries will be made by the Carrier to the address stipulated in Your order.

5.2 We will deliver to most addresses within Australia. All deliveries are made 8:30am to 5.00pm Monday to Friday by a Body Science chosen carrier. For orders placed before 4.00pm on a weekday, please allow from the confirmation of dispatch:

- i. 2-5 working days for delivery to a capital city in any State;

Website Terms of Purchase

- ii. 5-10 working days for delivery to most large regional towns; and
- iii. 7-14 working days for delivery to other remote locations.

- 5.3 Please note that these delivery times are estimates only, and actual delivery times may vary.
- 5.4 If Body Science is unable to deliver Your Goods for whatever reason within 30 days of the date of Your order, Body Science shall notify You to arrange another date for delivery.
- 5.5 If the Goods ordered are not available to be delivered all at once, Body Science may, at its discretion and on its selected terms and conditions, deliver the Goods ordered in instalments.
- 5.6 Deliveries do not require a signature on receipt. Where possible Delivery should be to an address where someone is available to receive the Goods during business hours. In the event no one is available to receive delivery, the goods will be left on premises in the safest location available at the address You have stipulated on Your order. Body Science shall assume no responsibility for any lost or missing deliveries in this situation.

6. Shipping and Handling Costs

- 6.1 Our shipping and handling is a flat fee of \$9.90 Inc GST, or FREE delivery on orders over \$99.00 Inc GST, we encourage our customers to reach this amount to take advantage of the free delivery offer.

7. Cancellation of order, Return of Goods and/or Services

- 7.1 Once Body Science has received full payment of your order, then subject to your statutory rights under the Australian Consumer Law, you have no right and are unable to cancel, refund and/or modify your order. Body Science does not offer refunds simply in the event you change your mind or make the wrong decision. Body Science will accept exchanges for incorrect size and fit. Our freight policy for size exchange is You pay the cost of freight to us, we pay the cost of freight to You.
- 7.2 Notwithstanding clause 7.1, Body Science agrees to replace any Goods purchased from Body Science that are not of acceptable quality, have been wrongly described or do not otherwise meet the consumer guarantees contained in the Australian Consumer Law. You agree to contact Body Science promptly after becoming aware of this. Should this occur, Body Science may request proof of this alleged fault and/or defect as a condition of any refund.
- 7.3 Should You wish to make a claim relating to your product for (1) damaged in transport or (2) incorrect Goods received, this must be done within 24 hours of receiving your Goods by telephone or email. After confirming claims when receiving the returned Goods at our warehouse, we shall then promptly (a) re-supply the item(s) or (b) credit or refund the relevant invoice appropriately. Importantly it is always the customers responsibility to review the Goods received prior to their opening. Goods received, even in the event of incorrect supply, shall only be accepted back for re-supply or credit, if the Goods are unopened & in their original condition.

8. Compression Garment Guarantee, Warranty and Repair

- 8.1 Body Science compression garments come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Body Science International is a proud manufacturer of Australian made compression wear and has comprehensive quality control systems. If You are concerned about the quality of Your garment, please contact us.
- 8.2 All Body Science Compression garments have a six (6) month warranty against manufacturer defects, which covers material and stitched seams. This warranty does not cover friction or contact tears, other accidents or incidents, or natural wear and tear. This is a totally synthetic material which with regular use and ageing may have a slow loss of compression. Rinse with cool fresh water and drip dry out of direct sunlight before first use. Avoid contact with chlorine, bleach and any other solvents, naked flame, extreme heat, hot water washing, machine washing and washing detergent. WARNING: Cleansing skin after wearing garment is advisable.
- 8.3 Garments returned under warranty will either be replaced or repaired at our discretion. The cost of repairing a damaged garment will be evaluated on a case-by-case basis. Our freight policy for warranty is You pay the cost of freight to us, we pay the cost of freight to You. If garment is in need of repair outside of warranty, all freight is at the owner's responsibility. Before returning garments for warranty or repair please contact us by phone or email to obtain a Return Authorization number and return address. Return Authorizations are valid for a period of 14 days. Garments should be returned to us at the nominated address, with a copy of the Return Authorization form detailing the proof of purchase and reason for return.

9. Disclaimers

- 9.1 Body Science may at any time and without any advance notice to You or any other person make improvements or changes to its Written Material or to any of the Goods.
- 9.2 You may have statutory rights under the Australian Consumer Law that do not permit Body Science to limit its liability to You in relation to any Goods it may supply to You. However, to the fullest extent permitted by law, in circumstances where Body Science is able to limit its liability, the maximum liability of Body Science for breach of those statutory rights is limited at Body Science's option to:
- i. replacement of the Goods or the supply of equivalent Goods;
 - ii. the repair of the Goods; or
 - iii. the payment of the cost of replacing the Goods or acquiring equivalent Goods, or having the Goods repaired;

Website Terms of Purchase

- 9.3 In all other circumstances, and to the fullest extent permitted by law, Body Science's liability for a breach of this Agreement or any claim or loss (whether arising in negligence or otherwise) incurred or suffered by You in relation to, or arising out of, Your purchase of Goods through the Website, is limited to the amount of the transaction that gave rise to the loss or claim.
- 9.4 Except as expressly set out in this Agreement, and to the fullest extent permitted by law, in no event will Body Science be liable to You for any special, consequential or indirect losses, any loss of profits, loss of opportunity, loss of data, loss of goodwill or loss arising from business interruption, whether in contract, negligence or otherwise, which You suffer or incur as a result of, or in connection with, any conduct or omission by Body Science, or Your use of the Website, the purchase of any Goods and their use.\
- 10. Indemnity**
- 10.1 You indemnify and hold Body Science harmless in respect of any and all loss or damage suffered by Body Science, and any claims or demands that may arise against Body Science relating to or in connection with Your wrongful or negligent use of any Goods purchased from Body Science using the Website.
- 11. Severability**
- 11.1 If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of these terms and conditions shall remain in full force and effect.
- 12. No Waiver**
- 12.1 The failure by Body Science to insist upon or enforce strict performance of any part of this Agreement will not be construed as a waiver of any right or remedy of Body Science in respect of any existing or subsequent breach of this Agreement.
- 13. Dispute Resolution**
- 13.1 In the event of a dispute arising out of or in connection with these terms or any contract between You and Body Science, then You agree to attempt to settle the dispute by engaging in good faith with Body Science in a process of mediation before commencing any arbitration or litigation.
- 14. Force majeure**
- 14.1 Body Science is not liable and is hereby released by You from any claim, liability or responsibility pursuant to this Agreement concerning any failure by Body Science to perform any obligation under this Agreement where such a failure is due to strike, lock-out, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of Body Science and no such failure shall entitle You to terminate this Agreement.
- 15. Entire agreement**
- 15.1 This Agreement constitutes the entire agreement between You and Body Science for the purchase of the Goods and/or Services using the Website, and they replace all prior or contemporaneous undertakings or agreements, written or oral, regarding such purchase.
- 16. Variation**
- 16.1 Any variation to this Agreement shall be effective only if accepted in writing by Body Science.
- 17. Governing Law and Jurisdiction**
- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland.
- 18. Customer Service**
- 18.1 You can contact Body Science by calling 1300 BODYSCIENCE [1300 263 972] or +617 55 860 700 between 8am and 4pm EST Monday to Friday, or by sending an email to customerservice@bodyscience.com.au