

pre order form

purchaser

Title	_____	
First Name	_____	Middle Initial _____
Last Name	_____	
Street Address	_____	
City / Suburb	_____	
State	_____	Postcode _____
Country	_____	
E-mail Address	_____	
Home Telephone	_____	Mobile Telephone _____

order details

Please supply number of units	_____
Price per unit	\$299 inc GST _____
Total Cost	_____
Freight	Included (introductory offer, limited only, capital city and metro areas only) _____
Order Total	_____

delivery details

Delivery Address same as purchaser's address? Yes No

If Yes, go straight to Payment Details, otherwise complete the delivery address details

House / Unit No	_____
Street Address	_____
City / Suburb	_____
State	_____
Postcode	_____
Country	_____

special delivery instructions

e.g. if out, leave goods at rear door or neighbour's address (please give details)

payment details

Cheque Payment Please include crossed cheque **payable to Global Environment Management Australia Pty Ltd** for the full payment amount from the total above and send together with this form by postal mail – see address below.

Credit Card Type Visa Mastercard Bankcard

Card Number

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Expiry Date

M	M	/	Y	Y
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Signature

Cardholder Name

Name as shown on card

acceptance of terms & conditions

Please supply the goods ordered above.
I hereby confirm my acceptance of the Terms and Conditions of Sale.

Purchaser Signature

Date

___ / ___

sending order form

Please fill in all above details, sign where indicated and return completed form (with remittance, if paying by cheque):

By postal mail to:

Aerobin Sales Dept
Global Environment Management Australia
Pty Ltd
63D Wadham Parade
Mount Waverley VIC 3149
Australia

By fax to:

(03) 9888 2977

contact us

(from within Australia)

Tel – Free Call 1 800 615 445
Fax (03) 9888 2977

(from outside Australia)

Tel +61 3 9807 0056
Fax +61 3 9888 2977
www.aerobin400.com

terms and conditions of sale

Unless otherwise agreed to in writing, all Goods (“Goods”) are sold or offered for sale by Global Environment Management Australia Pty. Ltd. (“Supplier”) subject to the following conditions:

1. This Agreement

This agreement is a legally binding contract between the Buyer and the Supplier. This agreement contains all the terms and conditions between the Supplier and Buyer.

2. Prices

2.1 Australian Domestic Prices:

All prices are quoted in Australian dollars including GST, and any GST applicable will be itemised on a Tax Invoice (as defined in the GST Act).

2.2 Export Prices:

All export prices are quoted in Australian Dollars excluding all Government taxes, charges and/or imposts charged outside Australia including financial institution charges.

When an overseas Buyer purchases a Good from the Supplier and pays by credit card, the Supplier will process the Buyer’s credit card at the quoted price in Australian dollars. The Buyer bears any additional costs charged by the Buyer’s credit card provider, currency fluctuations, or any other related transactional costs.

3. Delivery

Late delivery or non-delivery due to any circumstances or events beyond the Supplier’s control shall not constitute a breach of contract by the Supplier and the Supplier shall not be liable for any loss or damage howsoever arising through such late delivery or non-delivery. The choice of the carrier and method of transport remains with the Supplier. The Good is deemed to be delivered on the Date of Delivery.

4. Warranty

Subject to paragraphs 5 and 6, unless otherwise agreed between the parties in writing, Goods manufactured or sold by the Supplier under any of the Brand Names are warranted against faulty materials and/or workmanship for three years from the Date of Delivery.

5. Conditions of Warranty

The warranty set out in paragraph 4 is subject to compliance with the following conditions:

5.1 The Good must be used and handled with due care, and in compliance with the Instructions for Use.

5.2 The Good must be assembled and located with due care and in accordance with the Instructions for Use.

- 5.3 Where a Buyer believes the Good is faulty, within 30 days of the Date of Delivery, the Buyer must contact the Supplier on 1800 615 445 (if the Buyer is calling within Australia) or on +61 3 9807 0056 (if the Buyer is calling from outside Australia) and report that the Good is faulty. The Supplier will provide the Buyer with a product return number.
- 5.4 The Supplier will arrange collection of the Good for goods that were delivered in Australia from the place of original delivery at the Supplier's cost. The Good must be repackaged in a clean condition, complete with all components and instructions for use as delivered to the Buyer. For goods delivered outside Australia the Buyer must return the goods to Melbourne, Vic, Australia. The Buyer must also include the product return number, invoice number and contact details. The Supplier will not be responsible for lost items as a result of poor repackaging by the Buyer. The Supplier will subsequently inspect the Good and determine whether the Good is faulty. If the Supplier determines that either the Good is not faulty or that the Good was damaged or defaced as a result of the fault of the Buyer, the Supplier reserves the right to charge the Buyer the cost of the return freight.

6. Limitation of Liability

- 6.1 The Supplier will not be liable for any loss or damage incurred by the Buyer or End User whether for damage to the Good or otherwise, as a result of negligence, alteration, accident or use of the Good in a way which is not in compliance with the Instructions for Use, or use of the Good in any way for which the Good was not designed or approved by the Supplier or as a result of improper assembly, location or application.
- 6.2 The liability of the Supplier in respect of faulty materials or workmanship shall, at the option of the Supplier, be limited to one of the following:
- (a) the replacement of the Good;
 - (b) the supply of an equivalent Good;
 - (c) the repair of the Good; or
 - (d) the payment of the cost of having the Good repaired.
- 6.3 The Supplier will not be liable for any special indirect or consequential damage arising out of the supply of the Good.
- 6.4 If a claim is made by a Buyer or End User under the warranty set out in paragraph 4, the Supplier will not accept any claim for costs, charges or expenses incurred by the Buyer or End User in relation to replacement, supply or repair of the Good.
- 6.5 If a claim is made by an End User under the warranty set out in paragraph 4, the terms of paragraph 5 shall apply to such a claim.
- 6.6 Except for any warranties and conditions which cannot be excluded under any Act, all warranties and conditions with regard to the Good sold which are implied by common law, statute or trade usage are excluded to the full extent legally permissible.

7. Payments

Unless otherwise agreed to in writing, the Good is to be paid in full prior to despatch by the Supplier to the Buyer's nominated delivery address.

8. Location of Contract (Legal Domicile)

Any contract with the Supplier will be deemed to have been executed and entered into in the State of Victoria, Australia and the same shall be construed enforced and performed in accordance with the laws thereof. Any proceedings shall be brought and heard in the courts of the State of Victoria.

9. Title and Risk

The Supplier supplies the Good on condition that property in the Good does not pass to the Buyer until they have been paid in full and the Supplier has been paid for all other moneys then owing to the Supplier by the Buyer.

10. Variation

A variation of these Terms and Conditions of Sale shall be ineffective unless it is in writing and signed by the Supplier.

11. Severability

If a Court determines that a condition or part of these conditions is unenforceable, illegal or void then it shall be severed and the remainder of these Terms and Conditions of Sale shall remain operative.

12. Definitions

In these Terms and Conditions of Sale the following terms shall have the following meanings:

- (a) **“Brand Names”** means “Aerobin”, “Aerobin 400”, and “Global Environment Management”.
- (b) **“Buyer”** means the buyer of a Good;
- (c) **“Date of Delivery”** means :
 - I. in the case of a Good sold in Australia, [] days after which the Good is delivered up by the Supplier to the carrier of the Good; or
 - II. in the case of a Good sold outside Australia, [] days after which the Good is delivered up by the Supplier to the carrier of the Good.
- (d) **“End User”** means a person or business which purchases or uses a Good supplied directly or indirectly by the Buyer;
- (e) **“Goods and Services Tax”** or **“GST”** has the same meaning as given in the GST Act;
- (f) **“GST Act”** means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth);
- (i) **“Instructions for Use”** means the instructions packaged with the Good, any other labelling marked or imprinted on the Good and any other information contained on the Supplier’s website at **www.aerobin400.com**

your privacy

Global Environment Management Australia Pty Ltd (GEMAPL) does not require you to provide any personally identifiable information when you visit its website.

We do not use cookies, nor do we track or record your IP address.

However, should you wish to place an order, receive delivery of goods, receive free e-mail newsletters or event information from GEMAPL, you may be asked to provide certain information which we require in order to be able to serve your needs effectively.

This means you will need to provide personal details, such as your e-mail address, so we may send information to you, your address, so we can deliver items you have purchased, and your credit card information, if you decide to pay by credit card.

We ask for these essential facts in order to be able to serve your needs. If you choose to do so, your information will only be used by GEMAPL for the purpose of providing the products, services or information you ordered or in which you indicated an interest, or, occasionally, to contact you for feedback about GEMAPL's information and professional services.

We will never share your information with others, and any newsletter e-mail we send will contain a link to allow you to access any information you may have provided, and which allows you to update that information. Each e-mail also contains an unsubscribe link. You may unsubscribe at any time. The unsubscribe process is free, simple, effective and in the very near future will be automated and immediate.

Global Environment Management Australia Pty Ltd is currently undertaking a review of its privacy policy and procedures with the aim of confirming and maintaining GEMAPL's high standard of compliance with the Privacy Act 1988 [Commonwealth of Australia and as amended by the Privacy Amendment (Private Sector) Act 2000].

If you have any queries please contact the Privacy Officer at Global Environment Management Australia Pty Ltd by e-mail at privacy@aerobin.com.au, or by contacting GEMAPL at:

By postal mail to:

Aerobin Sales Dept
Global Environment Management Australia
Pty Ltd
63D Wadham Parade
Mount Waverley VIC 3149
Australia

By fax to:

(03) 9888 2977

(from within Australia)

Tel – Free Call 1 800 615 445
Fax (03) 9888 2977

(from outside Australia)

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