

## Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY BECAUSE IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Contract contains the current terms and conditions that apply to your purchase from us on orders for personal products. You acknowledge that you are fully aware of the contents of these terms and conditions and, on placing any purchase order for the Products, you agree to be bound by and accept these terms and conditions.

### 1. Definitions:

- a. "Rugby Aspects" means Better Aspects Pty. Ltd. trading as Rugby Aspects.
- b. "Product(s)" means Rugby Aspects' product(s) sold under the trademark "Rugby Aspects" listed as shopping items on this web site, and forming the subject matter of this contract as identified by the Customer in the order form.
- c. "Customer" means a person who orders goods via this site.
- d. "Contract" means a contract containing these terms and conditions agreed upon between Rugby Aspects and the Customer for sale by Rugby Aspects and purchase by the Customer of the Products.

### 2. Sale and Purchase:

Rugby Aspects shall sell and the Customer shall purchase the Products in compliance with the Contract.

### 3. Order/Formation of Contract

- a. All orders of the Products placed by the Customer shall be subject to acceptance by Rugby Aspects.
- b. These terms and conditions shall become the Contract when notice of acceptance by Rugby Aspects of an order by the Customer is sent to the Customer. Acceptance is at the discretion of Rugby Aspects.
- c. Rugby Aspects will only accept orders for delivery of the Products to the street address of the Customer in Australia from the Customer who is a resident of Australia and has attained the age of 18 years.
- d. Rugby Aspects reserves the right to limit quantities of the Products purchased in any order.

### 4. Price and Payment

- a. Pricing of the Products shall be as stipulated in the site's price lists available from time to time at the date of placement of orders by the Customer.
- b. Prices include all Australian taxes, which may be imposed under legislation on the transaction under the Contract.
- c. The Customer will be responsible for payment of all transport charges in association with the purchases on this site.
- d. The Customer shall pay for the Products by way of payment by:
  - (i) Credit card – The Customer shall input his or her valid credit card details when the Customer orders the Products (Visa, Mastercard or Bank Card is accepted). Rugby Aspects will verify the validity of the credit card with its issuer and may then send the notice of acceptance as stated in subsection (2) of Section 3 if the credit card is acceptable. The Customer will be charged when the notice of acceptance is sent to the Customer.
  - (ii) Cheque or money order - The Customer shall address the cheque or money order to Better Aspects Pty. Ltd.

### 5. Delivery:

- a. Rugby Aspects shall endeavour to arrange to deliver the Products to the delivery point in Australia designated by the Customer on the order form. Rugby Aspects will use its discretion in selecting a reputable carrier and appropriate means of shipment.
- b. Any dates quoted by Rugby Aspects for delivery of the Products are estimates only and shall not form part of the Contract. In no event shall Rugby Aspects be liable for increased cost, loss of profits or goodwill or any other special, incidental, direct or indirect or consequential damages due to late delivery or non-delivery of the Products.
- c. Rugby Aspects may deliver the Products by instalments in any sequence. Where the Products are so delivered by instalments, each instalment shall be deemed to be the subject of a separate Contract and no default or failure by Rugby Aspects in respect of any one or more instalments shall vitiate the Contract in respect of the Products previously delivered or undelivered Products. In the event that Rugby Aspects gives notice to the Customer that it is unable to deliver any instalment of the Products, the Customer shall be deemed to have accepted those instalments already delivered but Rugby Aspects may reimburse the price of the undelivered Products which have been paid for by the Customer.

### 6. Acceptance:

Unless the Customer notifies Rugby Aspects to the contrary by facsimile transmission or written email within seven (7) days of delivery and such notification is confirmed in writing within seven (7) days of the notification, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract.

### 7. Title, Risk of Loss or Damage:

Title and risk of loss or damage to the Products shall pass to the Customer on the physical delivery of the Products to the address identified by the Customer in the order.

### 8. Limitation of Liability:

- a. IN NO EVENT SHALL RUGBY ASPECTS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICE SOLD OR PROVIDED PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE. SAVE THAT NOTHING HEREIN SHALL LIMIT RUGBY ASPECTS' LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, RUGBY ASPECTS SHALL NOT HAVE ANY LIABILITY TO YOU FOR INDIRECT OR PUNITIVE DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.
- b. To the fullest extent permitted by law, Rugby Aspects' liability for breach of any implied condition which cannot be excluded is limited at the option of Rugby Aspects to the following:
  - in the case of goods:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of such goods; or
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods.

### 9. Critical Components:

Products are not authorised for use as critical components in life support systems or situations where failure to perform can reasonably be expected to cause significant injury to users or others.

### 10. Changes:

Rugby Aspects may update, or discontinue any of the Products and/or revise prices for Products listed as available items on this web site at any time. Therefore, the Customer agrees that changes between the shipped Products and the Products described in marketing materials (advertisements, catalogues, etc.) may occur. All orders are accepted on these terms, which supersede any other terms relating to the sale of the Products appearing on Rugby Aspects' web site or elsewhere and shall override any other terms referred to by the Customer or in any course of dealing.

### 11. Resale:

The Customer agrees and warrants that the purpose of purchasing the Products is for the Customer's own internal use only, and not for resale. Rugby Aspects shall be entitled to refuse to accept orders placed by the Customer if the Customer breaches or Rugby Aspects, on reasonable grounds, suspects that the Customer will breach this warranty. The Customer shall not remove components from the Products for resale.

## 12. Export Restrictions

The Customer agrees to comply with all applicable export laws, regulations and orders of Australia. Specifically, but without limitation, the Customer agrees that it will not re-export or ship, directly or indirectly, any Products in any form without first obtaining Rugby Aspects' prior written consent and the appropriate export or re-export licenses from the Government of Australia.

## 13. Force Majeure:

Rugby Aspects shall not be liable for any delay or failure in its performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond its reasonable control. Quantities are subject to availability. In the event of shortage, Rugby Aspects may allocate sales and deliveries in its sole discretion.

## 14. Governing Law:

The Contract shall be governed by and construed under the laws of Victoria, Australia. The parties hereto submit to the non-exclusive jurisdiction of the courts of Victoria, Australia, being the place where the Customer's order has been received and/or entered.

## 15. Headings:

The section headings used herein are for convenience or reference only and do not form a part of these terms and conditions or the Contract, and no construction or inference shall be derived therefrom.

## 16. Entire Agreement:

These terms and conditions may not be altered, supplemented, or amended by the use of any additional document(s) that purport to be an agreement of the parties hereto. Any attempt to supplement or amend this document or to enter an order for the Product(s) which is subject to additional or altered terms and conditions shall be null and void.

## Legal Notices

Rugby Aspects, ("Rugby Aspects") maintains this site ([www.rugbyaspects.com.au](http://www.rugbyaspects.com.au)) for your entertainment, information, education, and communication. Please feel free to browse the site. If you are browsing this site as a non-commercial consumer, you may download material displayed on the site for your non-commercial, personal use only. If you are browsing this site as an employee/agent/member of any business or organisation, you may download material displayed on the site only for non-commercial purposes within your business or organisation. This permission is specifically conditioned on your retaining all copyright and other proprietary notices contained on the materials and keeping all such material intact and in the same form as presented on the site.

Additionally, you may not distribute or transmit (except, within your business or organisation), modify, reuse, republish, frame, upload to a third party, report, or use the contents of the site for public or commercial purposes, including the text, images, audio, and video without Rugby Aspects' prior written permission.

Your access and use of the site is also subject to the following terms and conditions ("Terms and Conditions") and all applicable laws. By accessing and browsing the site, you accept, without limitation or qualification, the Terms and Conditions below.

## Web Site Terms and Conditions

- All material on the site is protected by copyright unless otherwise specifically noted and may not be used except as permitted in these Terms and Conditions or in the text on the site.
- Your use of the site is at your risk. Rugby Aspects makes no warranties or representations as to its accuracy and, to the extent permitted by law, Rugby Aspects specifically disclaims any liability or responsibility for any errors or omissions in the content on the site. Neither Rugby Aspects nor any other party involved in creating, producing, or delivering the site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the site whether due to a breach of contract, breach of warranty, negligence, or otherwise. Without limiting the foregoing, everything on the site is provided to you "AS IS" and, to the extent permitted by law, is provided WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. To the fullest extent permitted by law, Rugby Aspects' liability for breach of implied warranties, conditions or undertakings which cannot be excluded is limited, at Rugby Aspects' option, to:
  - in the case of goods:
    - the replacement of the goods or the supply of equivalent goods;
    - the repair of such goods;
    - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - the payment of the cost of having the goods repaired; and in the case of services:
      - the supply of the services again; or
      - the payment of the cost of having the services supplied again.
- Products described or depicted on the site that are available for purchase through the site, including, without limitation, prices of Products or services displayed on the site and delivery or other charges are subject to change at any time without notice.
- Rugby Aspects assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the site or your downloading of any materials, data, text, images, video, or audio from the site. Rugby Aspects also assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable for any interruptions or errors in access to the site or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made through or in relation to the site.
- If you send any communications or materials to the site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, all such communications are, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by Rugby Aspects or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, by sending or placing any such information, you grant to Rugby Aspects an irrevocable, perpetual, unrestricted, royalty-free worldwide licence to use, copy, sublicense, modify, redistribute or otherwise deal with such information or materials including, without limitation, any ideas, concepts, know-how, or techniques contained in any communication you send to the site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information.
- Materials displayed on the site are either the property of, or used with permission by, Rugby Aspects. The use of these materials by you, or anyone else authorised by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission is provided elsewhere on the site. Any unauthorised use of the images may violate copyright laws, trade mark laws, the laws of privacy and publicity, and civil and criminal statutes.
- The site refers to Products and/or services that are generally available for purchase in Australia but may not be available in your particular country or locality. The reference to any such Products or services in this site does not imply or warrant that these products or services will be available at any time in your particular locality. You should therefore check with your local Rugby Aspects authorised representative for specific product/service availability in your locality.
- Rugby Aspects is not responsible for the content of any site linked to or from the site. Your linking to any other site is entirely at your own risk. While Rugby Aspects may provide links on this site to other sites, the inclusion of such links is for your convenience only and should not be interpreted as an endorsement of the owner/sponsor of the site or the content of the site. To the extent permitted by law, Rugby Aspects disclaims all warranties, express and implied, as to the accuracy, validity, legality or otherwise of any materials or information contained on such sites.

9. Although Rugby Aspects may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on the Site, Rugby Aspects is under no obligation to do so and assumes no responsibility or liability arising from the contents of any such communications nor for any error, defamation, libel, obscenity, profanity, or inaccuracy contained in any such communication. You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libellous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Rugby Aspects will fully cooperate with any law enforcement authorities or court order requesting or directing Rugby Aspects to disclose the identity of anyone posting such materials. In addition, you will not:
  - restrict or inhibit any other user from using or enjoying the site;
  - post, transmit or in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising;
  - download any material posted by any other user if you know, or ought reasonably to know, that such material cannot legally be distributed in such a manner.
10. Any order placed by you on the site is an offer by you to purchase the particular product or service specified. Rugby Aspects reserves the right to accept or reject your offer for any reason, including, without limitation, an error in your order or in the material on the site, or the unavailability of the Product or service. The Contract to purchase the particular Product or service only comes into existence in accordance with the Terms and Conditions of Sale of that Product or service.
11. Rugby Aspects may at any time revise these Terms and Conditions by updating this posting. Since you are bound by these Terms and Conditions, you should therefore periodically visit this page.

## **Rugby Aspects Privacy Policy**

This Privacy Policy applies to the services offered by Better Aspects Pty Ltd (ABN 78 050 778 259) trading as Rugby Aspects.

### **1. Personal information is important.**

Rugby Aspects is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. Providing personal information is an act of trust and it is taken seriously. Unless given consent to do otherwise, Rugby Aspects will only collect and use personal information as set out below. Rugby Aspects has developed and implemented its Global Basic Principles on Personal Information which reflect world best practice on privacy policies. These principles meet and exceed the requirements of the Australian privacy legislation.

### **2. Collecting personal information.**

Rugby Aspects will not collect or monitor any personal information about an individual without their consent. The only personal information collected is what has been provided voluntarily. When a Product is purchased or through marketing activities (online, in a store, over the telephone etc.), personal information may be requested (such as name and address) in order to service Product, provide upgrades or updated information, and advise of other Rugby Aspects Products, which may be of interest. No one is obligated to provide personal information. However, failure to do so may result in Rugby Aspects being unable to sell you Products and/or provide certain services including after sales services. Rugby Aspects' policy for collecting personal information from children under the age of 13 is to seek the permission of a parent or guardian for the collection of this information.

### **3. Use of cookies.**

Cookies are pieces of information that a web site transfers to a computer's hard disk for record keeping purposes. Most web browsers are set to accept cookies. Rugby Aspects uses cookies to make use of the web site and services as convenient as possible. Cookies do not themselves personally identify users, although they do identify a user's browser. Cookies allow Rugby Aspects to monitor the items an individual may want to purchase as they move through the shopping site, and records how many people are using the different parts of the site. It is possible to set the browser to refuse cookies, however, this may limit the services provided by Rugby Aspects' web site.

### **4. Using and disclosing your personal information.**

Personal Information will be used for the following primary purpose:

- To fulfil obligations under any sale and purchase contract and/or any other contract between the individual and Rugby Aspects.
- To render services related to Rugby Aspects business such as warranty or after sales services.
- To provide information about Products, service and/or special offers.
- To obtain opinions or comments about Products and/or services.
- To record statistical data for marketing analysis.

For the purpose described above, information may be shared with Rugby Aspects group companies either in Australia or overseas. Also, in order to operate the web site or deliver a service, personal information may also be shared with a service provider, a non-Rugby Aspects group company. Rugby Aspects recognise the trust with which individuals provide personal information, and such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of Rugby Aspects, any Rugby Aspects group company, or any member of the public, or to lessen a serious threat to a person's health or safety.

### **5. Contact by Rugby Aspects.**

Rugby Aspects may contact individuals using the information which was provided in order to:

- Provide information that may be of interest about upgrades, new Rugby Aspects Products, special offers and other matters that may be of interest.
- To send newsletters.

Rugby Aspects does not send advertising information without obtaining prior consent. If an individual receives communications from Rugby Aspects which they do not wish to receive, they may remove their name from the database either by contacting Rugby Aspects on the customer enquiry number (03) 9874 7844. Please allow 14 days for this request to be processed.

### **6. Individual's right of access.**

Individuals have the right to review the information that may be recorded on the Rugby Aspects database. Information may be reviewed by contacting Rugby Aspects on the customer enquiry number (03) 9874 7844.

### **7. Changing and deleting the information we have about you.**

Information contained on the database may be amended by contacting Rugby Aspects on the customer enquiry number (03) 9874 7844. In the same way, a request may be made to delete personal information, and all reasonable steps to delete the information will be made, except where it is required for legal reasons. Deletion of information may result in Rugby Aspects being unable to sell Products directly and/or provide certain services including after sales services.

### **8. Storage and security of personal information.**

Rugby Aspects will endeavour to take all reasonable steps to keep secure any personal information recorded, and to keep this information accurate and up to date. The information is stored on secure servers that are protected in controlled facilities. In some cases these facilities may be overseas. Rugby Aspects' employees and data processors are obliged to respect the confidentiality of any personal information held by Rugby Aspects. However, security of communications over the Internet cannot be guaranteed, and therefore absolute assurance that information will be secure at all times cannot be given. Rugby Aspects will not be held responsible for events arising from unauthorised access to personal information.

### **9. Rugby Aspects and links to other web sites.**

Rugby Aspects provides links to web sites outside of the Rugby Aspects site. These linked sites are not under the control of Rugby Aspects, and Rugby Aspects is not responsible for the conduct of companies linked to the Rugby Aspects web site.

### **10. Problems or queries.**

Queries relating to the Privacy Policy, or any problems or complaints may be directed to Rugby Aspects by calling the customer enquiry number (03) 9874 7844.