

Website Terms and Conditions

This website: www.tiptopequipment.com.au (“**Website**”) is owned and operated by Tip Top Equipment Pty Ltd ABN 96 137 824 116 (“**Tip Top Equipment**”, “**we**”, “**our**” or “**us**”) for the benefit of individuals and entities interested in Tip Top Equipment’s services.

These website terms and conditions (“**Terms of Use**”) apply to your use of the Website and by using the Website you agree to be bound by these Terms of Use.

Please read these Terms of Use prior to purchasing any products from and/or using our service. If you do not agree to these Terms of Use, you should not obtain or use information, services or products from this Website.

Information

All information displayed on the Website is current at the time of display and any reference to currency is a reference to Australian Dollars. We take every reasonable care to ensure accuracy of all information listed. However, Tip Top Equipment is not liable for any errors in pricing and description. It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon.

We may from time to time, before your purchasing any products from this Website, require you to enter into the relevant agreement for the purchase of the products, and execute all other necessary documents.

Use of the website

You must not:

- a) use the website (including any of Tip Top Equipment’s social media sites) for any activities, or post or transmit to or via the websites any information or materials, which:
 - i. breaches any laws or regulations, infringes a third party’s rights or privacy, or which are contrary to any applicable standards or codes;
 - ii. interferes with other users, or defames, harasses, threatens, bullies, or offends any person, or which inhibits any other user from using the website;
 - iii. is obscene, indecent, discriminatory, inflammatory or pornographic or which could give rise to civil or criminal proceedings;
- b) use the websites to send unsolicited commercial or bulk electronic messages;
- c) make any fraudulent or speculative enquiries, reservations or requests using the websites;
- d) provide false information when registering or changing your registration details;
- e) tamper with, hinder the operation of or make unauthorised modifications to the websites
- f) knowingly transmit any virus or other disabling feature to or via the websites; or
- g) attempt any of the above acts or permit another person to do any of the above acts.

User Account and Orders

To place orders and access some features of the website, you must register an account with us. To register an account, you must:

- a) give us accurate and current personal information including your name, address, and a valid email address.
- b) you must be at least 18 years old, and have the capacity to enter into a legally binding agreement with us.

You are solely responsible for the activity that occurs on your account (including orders placed using your account), and you must keep your account password secure. We are not responsible for any unauthorised activity on your account if you fail to keep your account login information secure. We may refer fraudulent or abusive or illegal activity to the relevant authorities.

You must not use another person's account without our, and/or the other person's, express permission. If you suspect or become aware of any unauthorised use of your account or that your password is no longer secure, you must notify us immediately and take immediate steps to re-secure your account (including by changing your password).

Any orders placed through our website will be subject to our terms and conditions of sale, which will be made available to you at the time of purchase.

If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact Customer service immediately. However, we cannot guarantee that we will be able to amend your Order in accordance with your instructions.

Until the time when we accept your Order, we reserve the right to refuse to process your Order and you have the right to cancel your Order. If we or you have cancelled your Order before it has been accepted, we will promptly refund any payment already made by you less third party processing fees. Restocking fees may also apply.

Indemnity

To the full extent permitted by law, you agree to indemnify Tip Top Equipment and keep Tip Top Equipment indemnified from and against any liability and any loss or damage Tip Top Equipment may sustain, as a result of any breach, act or omission, arising directly or indirectly of these Terms of Use by you or your representatives.

Liability

Tip Top Equipment's liability is limited, to the extent permissible by law and at its option, to:

- a) in relation to products:
 - i. the replacement of the products or the supply of equivalent products;
 - ii. the repair of the products;
 - iii. the payment of the cost of replacing the products or of acquiring equivalent products; or
 - iv. the payment of the cost of having the products repaired.
- b) where the products are services:
 - v. the supply of service again; or
 - vi. the payment of the cost of having the services supplied again.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms of Use are excluded and Tip Top Equipment is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- a) any increased costs or expenses;
- b) any loss of profit, revenue, business, contracts or anticipated savings;
- c) any loss or expense resulting from a claim by a third party; or
- d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Tip Top Equipment's failure to complete or delay in completing the order to deliver the products.

Tip Top Equipment is not responsible and accept no liability for loss or damage arising from Website failures or downtime.

Links

If you wish to establish a link to Tip Top Equipment Website from your website, you must seek our prior written consent.

This Website may from time to time contain hyperlinks to other Websites. Such links are provided for convenience only and Tip Top Equipment is not responsible for the content and maintenance of or privacy compliance in relation to any linked Website. Any hyperlink on our Website to another Website does not necessarily imply our endorsement, support, or

sponsorship of the operator of that Website or of the information and/or products that they provide.

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Security Risk

Third parties may intercept or modify transmissions to and from this Website and it is possible that computer viruses or other defects may be contained in files obtained from or through this Website. Tip Top Equipment is not liable for any damage that may be a result of your use of this Website or of any linked Website.

Social Media

Tip Top Equipment has a number of social media sites (eg Google, Twitter, YouTube, Facebook, Instagram and Pinterest); but these may change over time. We reserve the right to cease any such sites in our discretion. Our own websites may also include social media functions, including user reviews, ratings, forums, and the ability to interact with other users. Third party social media sites will also be governed by their own particular terms of use.

Tip Top Equipment does not necessarily endorse, support, sanction, encourage, verify or agree with any comments, opinions or statements posted by any users or members on the website or Tip Top Equipment's social media sites. Any information or material placed online by users, including advice or opinions, is the view and responsibility of those users and does not necessarily represent our views.

Users must not post or upload any comment, content or link to the website or Tip Top Equipment's social media sites which does not comply with these Terms, including if it is defamatory, harassing, bullying, indecent or inflammatory. Tip Top Equipment may moderate user-posted content and may remove any content that, in Tip Top Equipment's opinion, is inappropriate. While we review content regularly, there may be times when inappropriate or content is viewable before it can be removed. Tip Top Equipment does not undertake to inform users when such content has been moderated or removed. Tip Top Equipment may provide warnings, or otherwise block or suspend users or their accounts in our sole discretion.

Where you post or submit content to a Site, you warrant that you:

- a) have the permission of the person/s appearing in the content to submit it to the Site, and for them and their image or likeness to be subject to these Terms, including use by Tip Top Equipment and Tip Top Equipment's Privacy Policy; and
- b) have the right to submit the content (including copyright); the content is your own original creation; and that you unconditionally and irrevocably consent to any act or omission which might infringe any moral rights you may have in the content (as defined in the Copyright Act 1968 (Cth)).

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Tip Top Equipment does not accept any responsibility or liability where content is downloaded from the website, nor in relation to any matters after such download. Third parties may comment on, link to, re-post, or otherwise deal with the user submitted content once it is submitted, and Tip Top Equipment does not accept any liability for such actions.

Any personal information you provide about yourself, or the person/s appearing in user submitted content, may be used by Tip Top Equipment to conduct campaigns, research and marketing activities (including informing you about special offers from Tip Top Equipment, and to become part of databases maintained by Tip Top Equipment or its associated entities), and otherwise be used in accordance with Tip Top Equipment's Privacy Policy.

Privacy Policy

All personal information obtained by using Tip Top Equipment's Website is governed by Tip Top Equipment's Privacy Policy. By using the Website you agree with Tip Top Equipment's [Privacy Policy](#). If you do not agree to Tip Top Equipment's Privacy Policy, you should not provide your personal information to Tip Top Equipment.

Upon accepting these Terms and the Privacy Policy you agree that the personal information collected may also be used to promote and inform you on other Tip Top Equipment products and services, which may interest you. You may notify us at any time that you no longer wish to receive any direct marketing by email: sales@tiptopequipment.com.au.

General

No waiver of any of these terms and conditions or failure to exercise a right or remedy by Tip Top Equipment will be considered to imply or constitute a further waiver by Tip Top Equipment of the same or any other term, condition, right or remedy.

Tip Top Equipment reserves the right to modify any of the Terms of Use and Privacy Policy at any time.

These Terms of Use are governed by the laws of New South Wales, Australia. If any part of these Terms of Use is found to be invalid or unenforceable, it shall be served without affecting the remainder.