

ONLINE TERMS AND CONDITIONS

1. General

- 1.1. This website at <http://www.oceaniacycles.com.au> (the "Site") is a shopping website where you can browse, select and order products advertised on the Site from Oceania Cycle Sport Pty Ltd A.B.N. 44 620 595 244 ("OCS", "us", "our", or "we").
- 1.2. Please read these terms and conditions before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.
- 1.3. Your access to and use of the Site, including your order of Products through the Site, is subject to these terms and conditions.

2. Disclaimer

- 2.1. The information contained in this Site is provided in good faith on an "as is" basis. OCS does not represent or warrant to the reliability, accuracy or completeness of the information contained on this Site. To the extent permitted by law, OCS is not responsible or liable for any Liabilities (direct, indirect or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this Site. However, OCS will endeavour to correct any inaccuracies on the Site once OCS becomes aware of them.
- 2.2. Illustrations and photos contained in this Site are sample representation of the Products advertised, and variations may occur from time to time and from store to store.

3. Links

The Site may contain links to external websites that are not operated by us or our related bodies corporate. OCS does not make any endorsements, or representation as to the accuracy of information contained within those websites. These links are provided for your convenience only and you agree that:

- 3.1. we make no representations or warranties, or have any responsibility or liability for those websites;
- 3.2. these links do not indicate, expressly or impliedly, that we endorse the site or the products or services that are provided at those sites; and
- 3.3. you access and use the products and services made available at those sites solely at your own risk.

4. Intellectual Property

- 4.1. You:
 - 4.1.1. acknowledge that the copyright in the Site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the "Materials") are owned by or licensed to us;
 - 4.1.2. must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and
 - 4.1.3. must not frame or embed in another website any of the material appearing on this Site without our prior written consent.

4.2. You may:

- 4.2.1. store a reproduction of the content on this Site on your local computer for the sole purpose of viewing the content and Materials; and
- 4.2.2. print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.
- 4.2.3. This Site contains registered trade marks and other trade marks which are protected by law. You must not use any of the marks or trade marks appearing on the Site or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on the Site that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner's consent.

5. Viruses

- 5.1. OCS does not claim that any information (including any files) obtained from or through this Site is free from viruses or other faults or defects.
- 5.2. You are responsible for scanning any information for viruses.
- 5.3. You agree that OCS has no responsibility or liability to you or any other person for any loss or damage (whether direct, indirect, consequential or economic), regardless of cause, negligence or otherwise, which may be the direct or indirect result of any such information.
- 5.4. If OCS is found to be liable this will be limited to the cost of supplying the information again.

6. Compliance with these Terms and Conditions

You agree to bound by, and comply with, these terms and conditions by:

- 6.1. using the Site;
- 6.2. completing your registration through the Site; and/or
- 6.3. obtaining or ordering Products from us using the Site.

7. Changes to these Terms and Conditions

- 7.1. If you have an order that has been accepted by us, the terms and conditions that will apply to that order are the terms and conditions that applied at the time you placed your order. We cannot vary the terms and conditions which apply to a given order after that order is accepted by us.
- 7.2. Subject to clause 7.1, we may change these terms and conditions at any time, and such modifications will be effective as soon as they are posted. By continuing to use the Site after these terms and conditions have been modified, you agree to be bound by the changes to these terms and conditions.

8. Click and Collect

- 8.1. Our Click & Collect service allows you to order bikes from the Sites and collect them from our network of authorised dealers.

- 8.2. Click & Collect orders can only be placed by an adult over the age of 18 years. If you are under 18 years of age, then you must arrange for your parent or guardian to place the Order.
- 8.3. Product selection and sizing is up to the purchaser. OCS does not offer an online fitting or model selection process. It is important that the purchaser select the correct items as OCS is unable to accept returns on items that have been purchased incorrectly. If you are unsure of which Product will suit you or what size you require, we always suggest that you visit an OCS authorised retailer for expert advice.
- 8.4. You acknowledge that in some instances, Product colours, graphics and specifications may be subject to change without notice or have some minor variations from the Site representations to meet local Australian Standards requirements. It is important that you inspect the bicycle at store pickup. By accepting delivery and signing the Delivery Confirmation Agreement from your nominated retailer, you agree that the Product/s you have taken delivery meets your expectations.
- 8.5. Bicycles are supplied 'as is' from the Site and are not available for customisation.

9. Registration

- 9.1. You will need to complete the customer registration process through the Site before placing an order for Products through the Site. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy contained on this Site.
- 9.2. You may not have more than one active account, and your account is non-transferable. You may update, edit or terminate your account at any time through the Site.
- 9.3. If you choose to use a workplace email address for your account or to access the Site, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.

10. Placing an Order for Products

- 10.1. You may order Products by selecting and submitting your order through the Site in accordance with these terms and conditions.
- 10.2. Any order placed through this Site for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the order.
- 10.3. We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site.
- 10.4. You agree to provide us with current, complete and accurate details when asked to do so by the Site.

11. Acceptance or Rejection of an Order

- 11.1. We reserve the right to accept or reject your order for any reason, including (without limitation) if the requested Product is not available, if there is an error in the price or the product description posted on the Site or in your order.
- 11.2. Each order placed for Products through the Site that we accept results in a separate binding agreement between you and us for the supply of those Products. For each order accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions.

11.3. If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

12. Cancelling an Order by Us.

12.1. Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:

12.1.1. the requested Products in that order are not available; or

12.1.2. there is an error in the price or the product description posted on the Site in relation to the relevant Product in that order; or

12.1.3. that order has been placed in breach of these terms and conditions.

12.2. If we do so, then we will endeavour to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these terms and conditions.

13. Cancelling an Order by You.

13.1. Within 24 hours of placing the order and prior to the dispatch of an order, you may cancel all or any part of an order (including orders that we have accepted) due to circumstances beyond your reasonable control (e.g. loss of employment, serious injury or illness) without incurring a processing and re-stocking charge.

13.2. If you cancel an order after 24 hours of placing the order or after the order has been dispatched, then you will be liable for a processing and re-stocking charge of \$80.00 plus GST.

14. Delivery of Products

14.1. We will endeavour to promptly deliver your Click & Collect order to the OCS authorised dealer's store nominated by you. Please allow at least three (3) working days for delivery to Brisbane, Sydney, Melbourne and Canberra, six (6) working days for delivery to Western Australia, Tasmania and North Queensland, from the receipt of your order and payment for your order. Delivery time is subject to stock availability, this period may be extended by up to 30 days by us and we will endeavour to provide you with reasonable notice of that extension.

14.2. OCS does not ship or delivery Products directly to consumers.

14.3. We will notify you when your Click & Collect order is ready for collection.

14.4. Once your order is ready for collection, you will need to bring your order confirmation and your personal ID, and sign the delivery receipt to collect your Click & Collect purchase.

14.5. In the event where the Products ordered are not available, then OCS shall notify the purchaser and the purchaser may be offered an alternative item or a full refund.

14.6. Once notified by OCS that your Click & Collect order is ready for collection, you may collect the order from the OCS authorised dealer's store nominated by you during the trading hours of that dealer.

14.7. Your Click & Collect order must be collected within 14 days of being notified by OCS that your order is ready for collection. Please provide accurate contact details and check your phone/email regularly. Click & Collect order will be cancelled and we will

refund your payment after deducting the processing and re-stocking fee of \$80 plus GST.

15. Prices, Fees and Charges

15.1. Prices

- 15.1.1. The prices of Products and delivery and other charges displayed on this Site are current at the time of issue, however, OCS reserves the right to change prices at any time before we accept an order from you.
- 15.1.2. All prices shown on this Site are in Australian Dollars (AUD).
- 15.1.3. We will charge you, and you agree to pay, the following fees and charges in relation to an order that we accept (as applicable):
 - 15.1.3.1. the purchase price of each Product that is ordered;
 - 15.1.3.2. the delivery fee (if any) for delivering the Products to you; and
 - 15.1.3.3. any other fees and charges set out in these terms and conditions.
- 15.1.4. All fees and charges identified in these terms and conditions and all prices for the Products as shown on the Site are inclusive of GST (unless otherwise indicated).
- 15.1.5. Payment for your Click & Collect order is due at the time of order placement and payment can be made by one of the following credit or debit cards: MasterCard, Visa, or via PayPal.

15.2. Price

- 15.2.1. The purchase price of each Product is shown on the product list on the Site at the time you place your order. The purchase price of a Product on the Site may not be the same or correspond to the prices in any of our authorised dealer's store for the same Product.
- 15.2.2. You acknowledge that we are not required or obliged to match any prices for any Products, including matching any prices for a Product that is available through the Site at our authorised dealers' stores or vice versa.

15.3. Delivery Fees

- 15.3.1. Delivery to OCS's authorised dealers for your Click & Collect order is free of charge.
 - 15.3.1.1. OCS currently ships orders to Australian OCS's authorised dealers' stores only.
- 15.3.2. You acknowledge and agree that you may incur additional delivery fees/freight charges (in excess of the fees and charges specified above) for:
 - 15.3.2.1. special, non-stock and/or bespoke items;
 - 15.3.2.2. heavy, bulky and/or awkward items;
 - 15.3.2.3. express or urgent deliveries; or
 - 15.3.2.4. bulk or large quantity orders.

16. Your Obligations

You covenant and warrant that:

- 16.1. all information and data provided by you to us through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
- 16.2. you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us;
- 16.3. you will ensure that your LoginID and password that is used to access the Site and the details of your account is kept in a safe and secure manner;
- 16.4. you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your LoginID and password or account, or any other security breach relating to your account;
- 16.5. you will promptly advise us of any changes to your information provided to us as part of the customer registration process;
- 16.6. you are responsible for any costs associated with your access to or use of the Site, including Internet access fees;
- 16.7. you are responsible and liable for any person that uses your LoginID and password to order Product(s) through the Site;
- 16.8. you agree that we may charge you for all Products that we agree to supply to you that have been ordered using your LoginID and password through the Site;
- 16.9. you will check the labels on the Products before consumption or use; and
- 16.10. you will not:
 - 16.10.1. use the Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
 - 16.10.2. use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;
 - 16.10.3. make fraudulent or speculative enquiries, purchases or requests through the Site;
 - 16.10.4. use another person's details without their permission or impersonate another person when using the Site;
 - 16.10.5. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
 - 16.10.6. tamper with or hinder the operation of the Site;
 - 16.10.7. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
 - 16.10.8. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
 - 16.10.9. modify, adapt, translate or reverse engineer any portion of the Site;

- 16.10.10. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- 16.10.11. reformat or frame any portion of the web pages that are part of the Site;
- 16.10.12. create accounts by automated means or under false or fraudulent pretences;
- 16.10.13. use the Site to violate the security of any computer or other network or engage in illegal conduct;
- 16.10.14. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- 16.10.15. use the Site other than in accordance with these terms and conditions; or
- 16.10.16. attempt any of the above acts or engage or permit another person to do any of the above acts.

17. Warranty and Liability

- 17.1. OCS accepts liability for all legal guarantees and warranties expressed or implied to the transactions under the Competition and Consumer Act 2010, or any other legislation (such as the Fair Trading Acts (or equivalent legislation) in each State and Territory) the effect of which cannot be excluded. However, where we are permitted by law, we will only:
 - 17.1.1. in the case of services, resupply of the services or pay you the cost of resupply; and
 - 17.1.2. in the case of goods, replace the goods, supply equivalent goods, repair the goods, pay you for the cost of replacing the goods (or of acquiring equivalent goods), or pay you for the cost of having the goods repaired.
- 17.2. Where we are permitted by law (and subject to clause 17.1):
 - 17.2.1. we do not warrant or represent the suitability of the Site or a Product for any purpose; and
 - 17.2.2. we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the Site or the Product.
- 17.3. Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

18. Returns

- 18.1. Unless you notify OCS to the contrary by email, telephone, or facsimile transmission within fourteen (14) days of delivery of any Products and such notification is confirmed in writing within seven (7) days of its receipt by OCS, the Products shall be deemed to have been accepted by you.
- 18.2. OCS will accept product returns and provide you with (at OCS's discretion) a replacement for the Product (subject to availability) an exchange voucher, refund or repair where:

- 18.2.1. The Product delivered is faulty or is not of merchantable quality, or
 - 18.2.2. The Product delivered is not fit for its intended purpose, or
 - 18.2.3. The Product delivered does not match the description on the Site.
- 18.3. If the Product delivered is faulty, not of merchantable quality, not fit for its intended purpose, does not match the description on the Site or covered under a warranty from the manufacturer, then please contact us on (03) 8765 9977 or email contact@oceaniacycles.com.au and one of our Customer Service Team will assist with your request. To enable us to evaluate your return request, please provide us with:
- 18.3.1. the Order number, invoice number or receipt number;
 - 18.3.2. a detailed description of the problem or the reason for your request to the return the Product;
 - 18.3.3. photograph(s) of product that is damaged during transportation (if it's required we will advise you which email address to send it to);
 - 18.3.4. details of the product (i.e. model and serial number);
 - 18.3.5. your name and contact details.
- 18.4. We will evaluate your return request and provide you with the address of our authorised dealer (likely to be the address of purchase) for you to return the product for repair, replacement, or refund, as appropriate. If we feel the problem described requires clarification we may contact you to clarify in order to provide more efficient service.

19. Termination and/or Suspension of Account

- 19.1. We may terminate this agreement for convenience at any time on notice to you. Without qualifying the foregoing, we may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if we reasonably suspect that you have committed fraudulent act and/or you breach these terms and conditions and:
- 19.1.1. the breach cannot be remedied; or
 - 19.1.2. you fail to remedy the breach within 10 days of our notice to you of that breach; or
 - 19.1.3. if there is an emergency.
- 19.2. You may stop using the Site at any time and for any reason.
- 19.3. We may stop making the Site (or any part of it) available without prior notice. If so, any orders that we have accepted will not be affected by this unless the Products that have been ordered is no longer available or we are prevented from supplying the Products, in which case, we will notify you and valid payments will be returned in accordance with these terms and conditions.

20. General Provisions

- 20.1. If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

20.2. This agreement is governed by the laws of Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

21. Privacy Policy and Your Personal Information

Refer to the Privacy Policy, which form part of these terms and conditions.

22. Definitions

22.1. Capitalised terms used are defined in these terms and conditions. In these terms:

- 22.1.1. "Click & Collect" means that purchase of Products from the Site and the Collection of the purchased Products from authorised dealers of OCS.
- 22.1.2. "GST" has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cwth).
- 22.1.3. "Liabilities" means all direct and/or indirect liability for: costs; damages; losses; claims, causes of action, accidents; injuries; deaths; law and traffic violations; and expenses including but not limited to legal fees.
- 22.1.4. "LoginID" means the email address that you provided to us as part of the registration process to use the Site.
- 22.1.5. "Product" means each good or service that is advertised on the Site for sale by "Click & Collect".