

Terms and Conditions

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3. Terms of Sale

3.1. By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure for which we will not be responsible. Please refer to our Delivery or Returns & Exchange pages for further information.

3.2. In order to contract with Scavenger, and its sub-brands, you must be over 18 years of age and possess a PayPal account or a valid credit or debit card issued by a bank acceptable to us. Scavenger retains the right to refuse any request made by you.

4. Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have debited your PayPal account or credit card or debit card.

5. Pricing and Availability

5.1. Whilst we try and ensure that all details, descriptions and prices that appear on this Website are accurate, errors may occur. If we discover an error in the price or payment of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If the order is cancelled and you have already paid for the goods, you will receive a full refund.

5.2. Where applicable, prices are inclusive of GST. Delivery costs will also be charged; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

5.3. The Service may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

6. Product Descriptions

In describing the products available to purchase online, Scavenger, and our sub-brands, attempts to be as accurate as possible. However, Scavenger does not warrant that product descriptions or other content of any Scavenger Services are accurate, complete, reliable, current, or error-free. If a product offered by Scavenger itself is not as described, your sole remedy is to return it in unused condition.

7. Payment

Upon receiving your order, we carry out a standard pre-authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Goods will not be dispatched until this pre-authorization check has been completed. Your card will be debited once the order has been accepted.

8. Discount Codes

Where a promotional discount code is used to purchase multiple products, and one or more products are returned, the discount is applied on a pro-rata basis to each product in determining refund values.

9. Returns and Refunds

Scavenger, and its sub-brands, does not take title to returned items until the item arrives at our fulfilment centre. At our discretion, a refund may be issued without requiring a return. In this situation, Scavenger, and its sub-brands, does not take title to the refunded item. For more information about our returns and refunds, please see our Product Return Policy.

10. Your conduct

10.1 You must not:

- (a) use the website in breach of any applicable laws or regulations;
- (b) use the website to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (c) interfere with, disrupt, or create an undue burden on the website;
- (d) upload, post, transmit or otherwise make available any material that is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;

10.2. Scavenger, and its sub-brands, reserves the right to block or suspend any user of its website, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the website by any user, without notice. By uploading, transmitting, posting or otherwise making available any material via the website, you grant Scavenger, and its sub-brands, a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit and exploit the material in any form and for any purpose, and unconditionally waive all moral rights as defined by the Copyright Act 1968.

10.3. Scavenger, and its sub-brands, is not responsible for and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the website by any person other than Scavenger. Scavenger does not endorse any opinion, advice or statement made by any person other than Scavenger.

10.4. You agree to indemnify Scavenger, its sub-brands, and each of the officers, employees, agents, contractors, suppliers and licensors (collectively Affiliates) of Scavenger in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Terms of Use, or any other default or wrongful conduct in relation to the subject matter of these Terms of Use, on the part of you or any of your Affiliates.

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12. Risk of Loss

All items purchased from Scavenger, and its sub-brands, are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

13. Your Account

If you use any Scavenger Services, you are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account or password.

14. Outages

Scavenger, and its sub-brands, reserves the right to cease, interrupt or withdraw your access to the site for any reason, including without limitation, for upgrades and maintenance of the site.

15. Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at our Policy page under our Resources menu. The Terms of Use are subject to Scavenger's Privacy Policy. By using the website, you agree to the Privacy Policy.

16. Jurisdiction

These terms and conditions are governed by the laws of Western Australia.

17. Contact

If you have any queries regarding these terms and conditions, please Contact info@gratingfrpaustralia.com.au