

## Shipping and Returns

### Shipping FAQ

#### 1. How long will take for my order to be shipped?

Once your order has been placed we will contact you within one business day of your order being received. We will advise the estimated delivery date subject to product availability and shipping logistics. As a guide please refer to the following estimated delivery timeframes:

Brisbane, Sydney, Melbourne: 2-3 business days

Gold Coast, Adelaide, Wollongong and Newcastle: 3-5 business days

Perth: 5-10 business days

All other regions: 7-14 business days

#### 2. Which couriers do we use?

We use Fedex (TNT) and specialised freight companies for fragile and sensitive items. We will send a tracking number once we have dispatched your order.

#### 3. Please check product and equipment dimensions and specifications before ordering

Always refer to the product spec sheets to check dimensions, power requirements and other specifications prior to ordering. It is essential that you check spec sheets to make sure the equipment is suitable for your needs and installation location. If you have any queries please contact us prior to ordering.

#### 4. Please be at the delivery location to sign for the goods

Our freight companies will not leave goods at the delivery location without someone being present to sign for the goods.

#### 5. Ground floor drop off

Our freight companies will only deliver goods to ground level. If you require equipment to be delivered to above ground level then please contact us prior to ordering so we can advise what the additional cost will be.

#### 6. Inspect your goods within 24 hours of arrival

Please inspect your equipment and goods within 24 hours of receiving the goods. We have a 24 hour window to make a claim against our freight companies for any damage. Our deliveries are insured but freight companies are quite strict and inflexible when claims are made outside of their policy window.

## 7. Change of mind

If you have already placed your order and wish to cancel your order you may do so free of charge if your order has not already been shipped.

If your order has already been shipped and you change your mind there will be a restocking fee of 25% plus freight costs.

If you have received the goods and have changed your mind you will only be able to return the goods if all original packaging is intact and the goods have not been used. There will be a restocking fee of 25% plus freight costs.

## 8. Additional charges

Additional fees will be payable for the following:

If a freight company has to make multiple attempts to deliver your goods because no one is there to receive the goods then there will be a fee

If you forgot to advise us that the shipping location is not at ground level and stairs are involved then there will be an additional delivery fee

If you return equipment and it is found to be not faulty then there will be additional charges

## **Repairs, Replacements and Refunds**

MVO Services' policy concerning Repairs, Replacements and Refunds adheres to ACCC Consumer Law. ACCC Consumer Law covers consumer rights regarding Replacements, Refunds and equipment minor and major faults.

Unless the customer has inspected the goods and given written notice to MVO Services within one business day of delivery that the goods do not comply with the relevant specifications or descriptions, the goods shall be deemed to have been accepted in good order and condition

## **Cancellation of Orders**

No order may be cancelled, modified or deferred without the prior written consent of MVO Services and if MVO Services shall consent to any cancellation, modification or deferral the customer shall reimburse it for all losses including loss of profits and shall be liable to pay a cancellation and re-stocking fee being not less than 25% of the invoice value of the goods plus any additional freight costs.

## **The limitation of liability of MVO Services**

(a) Subject to paragraph (b) and to the extent permitted by the Australian Consumer Law and relevant state legislation, the sole obligation of MVO Services under this agreement is to use its best endeavours to provide the products or to repair the products or repair or replace (at

MVO Services's discretion) any part of a product which is found to be defective during the [period of warranty] and in no event shall MVO Services be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the products, and any indirect, special or consequential damages or injury to any person, corporation or other entity.

(b) If any products supplied pursuant to this agreement are supplied to the customer as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended or relevant state legislation the consumer will have the benefit of certain non-excludable rights and remedies in respect of the products or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy which pursuant to the Australian Consumer Law or similar legislation is so conferred. However, if the product is a product not ordinarily acquired for personal, domestic or household use or consumption, pursuant to section 64A of the Australian Consumer Law and similar provisions of relevant state legislation MVO Services limits its liability to payment of an amount equal to the lowest of:

- (i) the cost of replacing the goods or supplying equivalent goods;
- (ii) the cost of repair of the goods;
- (iii) the cost of having the goods repaired or replaced.

(c) Subject to paragraph (b) MVO Services is not liable for default or failure in performance of its obligations pursuant to this agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labour disputes, shortage of suitable parts, components, materials including ink, chemicals and paper, labour or transportation or any other cause beyond the reasonable control of MVO Services.

(d) Subject to paragraph (b), MVO Services is not responsible for any loss caused by an error or defect in the products or errors or faults caused by [description of components or consumable likely to cause failure of product] supplied by any person.

## **Warranties**

Subject to these terms:

- (i) MVO Services at its discretion may repair or replace any goods to remedy any failure due to faulty workmanship or materials, provided that such goods may have acceptable variance (as determined by MVO Services).
- (ii) the customer acknowledges that any warranty given in respect of plant and equipment is the warranty of the manufacturer of the goods and that MVO Services is not responsible for such warranties and gives no warranty of its own in respect of the said goods;
- (iii) MVO Services, or its representatives, being given access to the goods for the purpose of inspection and rectification of any claim;

(iv) the customer not having repaired or undertaken to repair the goods without the prior authorisation of MVO Services nor altering the goods in any way;

(v) the customer having used and maintained the goods in accordance with the manufacturer's recommendations, their failure not being the result of incorrect or poor maintenance by the customer;

(vi) the customer acknowledging that it has not relied upon any advice given by MVO Services, its agents, servants, representatives or employees in relation to the suitability for any purposes of the goods