Terms & Conditions

About these Terms and Conditions

In these Terms and Conditions "we" and "us" mean Elastagen Pty Ltd ABN 81 103 425 314 of Australian Technology Park, National Innovation Centre, 4 Cornwallis Street, Eveleigh, NSW 2015, Australia and "you" and "your" means you the customer.

These Terms and Conditions together with your order constitute the entire Contract between us and you for the supply of Products. No other Terms and Conditions will apply. The Contract cannot be varied unless we agree to vary it in writing or by email prior to the event.

Legal Capacity to Transact

By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years. Any orders placed and accepted by us will be deemed to be by persons over the age of eighteen (18) years.

Should Elastagen Pty Ltd suffer any damage or other losses as a result of a transaction entered into by a minor, Elastagen Pty Ltd reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order(s) to be placed with Elastagen Pty Ltd.

Placing Your Order

You may place your order by filling in the order form available on the website.

When you place your order, we will issue you with an order number. We will do this by email.

By placing an order, you make an offer to us to purchase the products you have selected based on these Terms and Conditions.

We will confirm acceptance of your order when we send you an email confirming shipment of the goods you have ordered.

If we cannot process or accept your order after payment is received we will contact you by email or telephone.

Elastagen Pty Ltd reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

Payment Methods and Processing

Elastagen Pty Ltd accepts as payment via PayPal or Electronic Funds Transfer.

Payment processing will not begin until we receive all the information we need.

Orders placed on a weekend or a public holiday will not begin payment processing until the next business day.

Business days are Monday through Friday, excluding public holidays Australian Eastern Time.

For payments we will email a tax invoice to you with your order confirmation. Your tax invoice is your proof of purchase.

Please Note:

You may be required to provide further identification for additional security reference checks.

GST

In Australia, all items have the GST-inclusive price listed under the base price. Items that include GST, and the total GST paid will be clearly marked on the invoice.

All other countries are GST exempt.

Prices

Elastagen Pty Ltd reserves the right to change prices for Products displayed at the Elastagen Pty Ltd website at any time.

Supply of Products

Subject to these Terms and Conditions, we will supply to you the Products indicated on your order confirmation.

Refund Policy

If you receive a damaged or defective item, please contact us within 24 hours of receiving the goods. Please supply the order number from your original confirmation e-mail, as well as a description of the damage or defect, along with your e-mail address and phone number. If possible, please provide a picture showing the damage. Once we receive all the necessary information we will authorise for the return of the goods and/or arrange a credit towards your next purchase or send a replacement product.

Delivery Charges

Elastagen Pty Ltd reserves the right to change prices for delivery at any time. Delivery charges are subject to confirmation at the time the order is placed.

Delivery Times

All orders on this website are processed within 72 hours. If there are any unforeseeable delays, you will be contacted by our customer service team.

Orders will be delivered to you by Elastagen Pty Ltd, or where more appropriate, a Courier Service of our choosing.

PLEASE NOTE.

1. If you REQUIRE a fully insured postal service that must be signed for, rather than being left at your door, it is your responsibility to request this at the time of ordering. An additional charge will be payable for this service.

2. Once purchases have been dispatched, we cannot be held responsible for items lost or damaged in transit.

With our nominated Courier Service we recommend that your nominated delivery address is one where someone is present to accept your delivery between the hours of 9.00am and 5.00 pm. Our courier cannot guarantee a specific delivery date or time. If no one is present to accept the delivery a slip will be left in the mail box so that you can negotiate a suitable arrangement for final delivery or collection.

Although every effort is made to ship your order according to the estimated delivery times provided, estimated ship times may change due to changes in supply or circumstances beyond our control. If your Product has not arrived after the estimated delivery time, please contact us at sales@elastagen.com.

Title and risk of loss to all products will pass to you on delivery.

Products Damaged in Transit

All orders are delivered by our nominated Courier Service which is an independent courier company. Please do not assume that your package will be delivered by one service or another. Unless you tell us otherwise, we will choose the most appropriate delivery option as outlined above.

Our courier will endeavour to supply you with the product you have ordered from us in the condition that the goods were dispatched. However on occasion goods may be damaged in transit to you. If this occurs, please either email us at sales@elastagen.com or call the courier's customer service team.

Faulty Products

Elastagen Pty Ltd is proud to offer our customers quality products. We will endeavour to supply you with the product you have ordered in good condition. However, on occasion goods that are sealed within cartons may be faulty as a result of a manufacturing defect from our suppliers. If this occurs please email us at sales@elastagen.com.

Limitation of Liability

Information on this website is provided 'as is' and we disclaim all representations, warranties and conditions, express or implied of any kind, including to the extent permitted by law, as to satisfactory quality or fitness for purpose.

While we make every effort to ensure that the information contained within the website is

complete, accurate and current, we expressly do not guarantee that the information is complete, accurate or current and assume no responsibility for any errors or omissions of any kind in the content of the website.

We reserve the right to amend or supplement the information supplied on this website without prior notice.

Links available on the website maybe to websites not maintained or controlled by us. We provide these links for your convenience and are not responsible for their content and do not endorse any pages linked to this website. This also applies to any links to which this website refers, whether directly or indirectly.

We shall not be liable to any party for any direct, indirect, special, or consequential damages or any damages whatsoever resulting from loss of use, data, profits or expense whether in an action of contract, negligence, or other action arising out of any use of our services or in connection with the use or performance of this website, or the content of this website or referred to on this website or any other website you may access through this website.

Copyright

This website and its contents are subject to copyright.

Other than for the purposes of fair dealing, criticism, review, study or research, you may not copy, print or store by electronic or any other means a part or the whole of this website or its contents.

General

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of Elastagen Pty Ltd. Any unauthorized assignment shall be deemed null and void.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, any liability by Elastagen Pty Ltd for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, to the replacement of the Product(s) or the re-supply of the same Product(s); the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s).

Neither our failure nor your failure to enforce any Term or Condition constitutes a waiver of such Term or Condition. Such failure shall in no way affect the right to later enforce such Term or Condition.

Elastagen Pty Ltd reserves the right to change the Terms and Conditions of sale at any time.

No Elastagen Pty Ltd employee or agent has the authority to vary any of the Terms and Conditions governing any sale.

Force Majeure

Elastagen Pty Ltd shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of Elastagen Pty Ltd, and Elastagen Pty Ltd shall be entitled to a reasonable extension of time for the performance of such obligations.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.