



PLEASE READ THIS COPYRIGHT NOTICE AND TERMS OF USE BEFORE USING THIS SITE. BY CONTINUING TO USE [www.hydroconcepts.com.au](http://www.hydroconcepts.com.au) or ANY AFFILIATED HCA WEBSITE, YOU AGREE TO ABIDE BY THE CONDITIONS OF THE TERMS OF USE.

© Hydro Concepts Australia PTY LTD

A. Ownership and Reproduction of Hydro Concepts Australia. ("HCA") Materials. The contents of HCA's websites (the "HCA Materials") may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed, in whole or in part, for any purpose other than individual viewing of this website, without the express prior written consent of HCA. Modification of the HCA Materials for any purpose will constitute a violation of the copyrights and other rights of HCA. The use of any HCA Materials on any other website or networked computer environment is prohibited unless approved in writing by HCA.

B. Format and Appearance. The HCA Materials included in this site have been specially designed for presentation of content in a unique format and appearance. Users may not use this site in any manner that interferes with the format and appearance as HCA has designed it.

C. Linked Sites. (a) Notification. HCA requests that it be notified prior to the establishment of a link from any external website to [www.hydroconcepts.com.au](http://www.hydroconcepts.com.au) or any related HCA website. Notification shall be sent to the HCA Webmaster using our Contact email. (b) Disclaimer. HCA, whether affiliated or not affiliated with sites linked to this site ("Linked Sites"), is not responsible for their content. The linked sites are for the convenience of the user only, and may be accessed by the user only at the user's own risk.

D. Disclaimer of Warranties. HCA makes no warranties or representations, express or implied, regarding the use of the material appearing on this site with regard to their correctness, reliability, accuracy, or otherwise. Neither HCA nor its affiliated or related entities or its content providers shall be responsible or liable to any person, firm, or corporation for any loss, damage, injury, claim, or liability of any kind or character based on or resulting from any information contained on this site.

## Terms of Sale

### I. Changes and Cancellations of an order

Once an order has been placed changes to that order cannot be accepted. Additions to the order will be written as a new order and all relative packing, shipping or handling fees will apply.

### II. Payment Terms

Payment is due in advance. Prepayment can be paid by company cheque, money order, personal cheque, Direct Bank deposit or PayPal, VISA and MasterCard. In the event of payment default or returned check, all unpaid balances, obligations or indebtedness shall become immediately due and payable and subject to a monthly finance charge of 1-1/2%. All finance charges will not exceed local state regulations. Returned check fees will also be assessed.

### **III. Freight and Shipping Schedule**

Courier Services ground freight will be allowed only on film orders where a \$10.00 shipping, packing and handling fee per roll and the order is shipped to an Australian. Destination, If expedited freight is requested, the customer is responsible for the actual shipping charges, plus a \$10.00 packing and handling fee per roll. Accessory pack orders may include an unlimited number of Accessory Pack rolls and may incur only one \$10.00 shipping, packing and handling fee. Unless otherwise agreed, products shall be packaged according to HCA standard practices. Chemicals will be shipped FOB our warehouse via common carrier freight or Special freight Courier. Hazmat fees will apply if applicable. A company that refuses a shipment will be financially responsible for all shipping costs as well as a restocking fee of 15% and risk losing HCA member status. Orders received and paid by 10:00 AM with expedited freight will be shipped the same day. All other orders for available inventory will ship within 24 hours of receipt. Orders for out of stock materials may take 3-4 weeks for delivery and minimum order requirements may apply.

Regarding Courier shipments:

- a) Do not sign for any shipment before inspecting for damage. Look for external damage on all packages.
- b) If you find damage, refuse delivery and sign as follows "Refuse Due To Damage". Call HCA on 0418547709 as soon as the truck leaves to arrange an alternative shipment.
- c) Accept your shipment only if it is in good condition after inspection.

Regarding truck freight:

- d) The trucking company may contact you a day before delivery to schedule an appointment time for delivery if it is a residential address. Please make sure you provide a valid telephone number because the trucking company will not deliver your product until they contact you by phone
- e) Failure to inspect your shipment will render you liable for all damages.
- f) Do not sign for any shipment before inspecting for damage. Open all boxes and look for concealed damage.
- g) If you find damage, refuse delivery and sign your bill of lading as follows "Refuse Due To Damage". Call HCA at 0418547709 as soon as the truck leaves.
- h) Accept your order only if it is in good condition after inspection.

### **IV. Invoicing or Shipping Errors**

Shipping, invoicing errors or shortages must be reported to HCA within forty-eight (48) hours of receipt of shipment or invoice respectively. HCA reserves the right not to recognize or correct any errors after such dates and assumes no liability whatsoever after such dates.

### **V. Title**

Delivery of goods to a carrier by HCA shall constitute transfer of title, ownership, possession and property in and to the goods at such point of delivery, and such carrier shall thereafter be deemed to be acting for Purchaser and the goods shall thereafter be at Purchaser's risk.

### **VI. Warranty**

All products distributed by HCA are guaranteed to be free from defects in manufacture, material and workmanship at time of sale. This warranty is limited to repair, replacement, or credit of the defective materials returned only. Any faulty products found must be kept in their original packaging and return immediately to HCA for inspection and replacement within 7 days of purchasing.

## **VII. Returned Goods**

Goods sold hereunder may be returned only with written permission of HCA. If permission is granted, a Material Return Authorization (MRA) will be issued through HCA customer service. All returns must be made with transportation charges prepaid by the customer and are subject to HCA inspection prior to acceptance. Restocking fee may apply if products are returned

### **NO RETURNED ITEMS**

All liquid form products and chemicals will not be accepted after they order is complete due to the type of product.