

AUSTRALIAN STOCK

Australian stock comes with its own manufacturer's warranty.

All mobile phones are purchased from Authorized suppliers Worldwide. A range of mobile phone for sale on our website may include network software, settings, or shortcuts that the service provider has preloaded on the mobile phone. This software will not affect the performance of the mobile phone with any other carrier and in most cases can be changed or switched off through the settings on your mobile phone. This software does not mean the Mobile Phone is Locked. If we are advertising the phone as outright unlocked, it will accept any compatible sim card

1. Conditions

- 1.1. Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 1.2. These Terms and Conditions shall apply to all contracts for the Provision of Products and Services by us to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 1.3. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 1.4. Any complaints should be addressed to our email: sales@phone-mate.com.au

2. Orders

2.1. All orders for Products or Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and Conditions and are subject to our acceptance. We may choose not to accept an order for any reason.

3. Price and Payment

- 3.1. The price of the Services shall be that what is displayed on the Website.
- 3.2. Payments can be made via Bank Transfers, a Paypal account or a Credit/Debit Card.
- 3.3. Payment must be made without deduction.
- 3.4. Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount pending will be treated as overdue and we will be entitled immediately to cease or suspend the provision of the relevant Product or Service until payment has been received.

4. Goods in Transit

- 4.1. Phonemate cannot be held responsible for loss, damage, or delays whilst your item is in transit. However, if a problem occurs, we are happy to help you make a claim to the courier company.
- 4.2 Phonemate will not provide a tracking number for items that have "FREE" delivery &/or are less than \$100 in combined value of the order
- 4.3 Phonemate may choose to send the purchased product, at its own discretion, via a courier company other than Australia Post
- 4.4 All electronic products are delivered via email ONLY
- 4.5 Phonemate "Standard Postage" does not include any kind of insurance
- 4.6 Phonemate "Express Postage" includes \$100 insurance for "loss in transit" claims. Phonemate shall not be liable for any further damages and the buyer waives it rights to claim for damages over \$100 in case the product is lost in transit. Clause 4.6 is applicable where it does not interfere with Australian laws and business regulations.

5. Warranty on Repairs 5.1. We offer a 30-day warranty on all repairs, unless otherwise stated.

6. General

6.1. We reserve the right to periodically update prices on the Website, which cannot be guaranteed for any period. We shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

6.2. We reserve the right to withdraw any Products or Services from the Website at any time.

6.3. We shall not be liable to anyone for withdrawing the Products or Services from the Website or for refusing to process an order.

6.4. We shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and we shall be entitled to a reasonable extension of our obligations.

7. Limitation of Liability

7.1. Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by us the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Products/Services and we shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

7.2. Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees.

7.3. In no event shall we be liable for any special, punitive, lost profits, direct, indirect, incidental, exemplary or consequential damages, or any damages whatsoever, whether in an action under contract, warranty, tort, or any other legal obligation, arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials available from this site. Due to laws in particular jurisdictions do not allow limitations on how long an implied warranty lasts or exclusion of limitation of liability for some damages, the above limitations may not apply to you. Users of any product and services sold by us agree that we are not liable for any illegal conducts involving the use of those products and services.

8. Severance

8.1. If any term or provision of these Terms and Conditions is held invalid, illegal or enforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions thereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or enforceable provision eliminated.

9. Changes to Terms and Conditions

9.1. We shall be entitled to alter these Terms and Conditions at any time, but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

10. Governing Law and Jurisdiction

10.1. These Terms and Conditions shall be governed by and construed in accordance with the prevalent law in Australia and you hereby submit to the exclusive jurisdiction of the English court of Law.

11. Disputes

We try our level best to resolve customer complaints and take feedback on board. In rare circumstances if you feel an amicable solution wasn't offered. Please follow the ACCC link below to better understand your rights as a consumer.

https://www.accc.gov.au/about-us/tools-resources/repair-replace-refund-problem-solver?fbclid=IwAR2p3qJ8mdWdIvvn9AzE_zyl8i6QaPDDcQslaoXuETuFeLOPHiRy_6BWaL8

If you disagree with any of the above Basic Terms and Conditions, please do not buy as a binding contract will come to effect after you purchase and complete payment.