

David Golf Terms and Conditions

Payment

David Golf generally requires prepayment of all invoices via credit card payment (Visa or MasterCard), electronic transfer of funds directly to our bank account or by cheque. No goods are dispatched until cleared funds have been received in our bank account.

David Golf offers limited credit facilities on the following basis: To open a credit account customers are required to complete and have signed by a duly authorized officer an account application form.

On receipt of the application, David Golf will conduct such credit reference checks and enquiries, as it deems necessary to assess the application. Successful applicants will be notified in writing of their username and password for the account.

The customer is responsible for ensuring the security of their username and password. It is strongly recommended that the password be regularly changed. The due date for payment of all credit accounts is strictly the 21st day of the month following invoice date. Should the 21st day be a non-business day payment is required prior to that date.

Late payment of the account will result in a monthly interest charge of 2.5% being imposed on the account and suspension of all credit facilities pending full payment of all outstanding invoices.

All goods remain the property of David Golf until full payment is received.

Refunds and Returns

Merchandise will only be accepted for return if it is in original condition and provided it is returned within 7 days of original shipment.

Custom made or specially ordered products will not be accepted for return unless faulty.

Credits will be issued for goods accepted for return less freight costs incurred in forwarding and returning the goods.

All claims for damaged goods must be notified in writing within 7 days of delivery a "Return Approval Number" must be included with all goods returned to David Golf and can be obtained by contacting our sales desk.

Warranty Policy

All goods are supplied new and fully functional (unless expressly stated on invoice,) a limited one year warranty that Goods are free from defects in workmanship and materials under normal use for a period of 1 calendar year from date of delivery.

Conditions and exclusions apply (see Terms and Conditions of Sale). To the extent permitted by law no other express or implied warranty is provided for any goods supplied.

Despatch

Our commitment is to ship goods within 2 working days of receiving your completed order however goods are generally shipped within 24 hours.

Orders clearly marked as urgent will be dispatched as soon as practical.

Freight charges based on the value of your order are applicable and will be calculated accordingly upon check out or by your sales representative.

Specific products clearly identified in our on line catalogue are subject to a specific freight quote based on your location. The David Golf freight policy does not apply to remote locations within Australia. A separate freight quote will be supplied at time of order/enquiry.

All overseas sales – please contact us on dge@davidgolf.com.au or +61 3 9542 0222

Terms and Conditions of Sale

1. General

Unless the context otherwise requires:

Agreement means these terms and conditions of sale which apply to the supply of goods by David Golf to customer;

Customer means the party to whom David Golf has agreed to supply goods pursuant to the agreement.

Goods means the goods and/or services agreed to be supplied by David Golf and purchased by customer pursuant to the agreement;

GST has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

Order means the entry by the customer on David Golf's web page of an order for David Golf to supply the goods;

David Golf means David Golf Pty Ltd ABN 51 120 007 936 trading as David Golf.

2. Orders

(a) In order to purchase the goods, customer must place with David Golf an order by submitting the details required in the relevant fields of the order form on David Golf's webpage setting out a full description of the goods to be purchased, delivery point and any other information required by David Golf. The order may be accepted or rejected by David Golf at David Golf's sole discretion.

(b) A contract shall be formed by and upon David Golf accepting from customer an order pursuant to clause 2(a) and each contract shall be governed by the agreement.

(c) The agreement shall take precedence over any other representations, agreements, arrangements or understandings relating to the goods and any matters in connection with the goods.

(e) Any conditions or terms of purchase submitted by customer deviating from or inconsistent with the agreement will not bind David Golf, notwithstanding any statement by customer that its terms and conditions prevail over the agreement.

3. Payment of Purchase Price

(a) Unless otherwise agreed in writing, David Golf accepts orders subject to the condition that customer agrees to pay the purchase price appearing on David Golf's price list for those goods current as at the date that David Golf accepts the order plus any applicable credit account facility fee.

(b) A copy of David Golf's price list for the goods is available on David Golf's webpage. All prices on David Golf's price list are specified to be in Australian dollars and are subject to alteration without notice.

(c) The total purchase price, unless otherwise stated in the order, includes GST, delivery charges and packaging but does not include any freight, assembly costs, installation costs, costs and charges of third party suppliers such as electricians, insurance or any statutory, sales, excise, or other taxes, duties or imposts, all of which will be paid by customer.

(d) Payment of the purchase price and any freight charges must be made in full upon the submission of an order unless customer has an approved credit account. Additional credit account fees apply to all credit account orders.

(e) Customer must not set off any money owing or alleged to be owing by David Golf against money due by customer to David Golf. Customer agrees that David Golf is entitled to exercise a right of set off to the extent customer is indebted to David Golf against any monies due by David Golf on this or any other account.

(g) If customer does not pay money by the due date for payment, or a payment made by customer fails to be honoured, without prejudice to any other rights which it may have against customer, David Golf may claim an accounting and administration fee not exceeding 3½% per month or part thereof from the date of debt becoming over due until the date of payment. The customer acknowledges that the aforesaid fee is a genuine pre-estimate by the company of the loss, cost and expenses of the company which will be incurred by reason of the default in payment and recovery thereof.

4. Cancellation of Orders

Customer may not alter or cancel an order without David Golf's prior written consent. If David Golf agrees to alter or cancel the order, customer will indemnify David Golf against any loss, damage and expense incurred by David Golf in relation to the alteration or cancellation of that order, including the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in the goods and all labour and engineering costs incurred by David Golf in the execution or part execution of the goods and including compensation payable to any of David Golf's suppliers and loss of profit.

5. Return of Goods and Credits

(a) Customer is deemed to have accepted the goods unless it makes a claim in accordance with the clause 5(b).

(b) Customer may reject any goods that are wrongly supplied or oversupplied by notifying David Golf of the claim and providing full particulars of the claim in writing within 5 days of receipt of those goods. David Golf may dispute any such claim.

(c) Goods referred to in clause 5(b) may be returned to David Golf for credit if all of the following is complied with:

(i) the goods are returned to David Golf's premises by prior arrangement and with David Golf's written approval within 7 days of delivery, at no cost to David Golf, unless delivered as the result of an administrative error by David Golf, in which case David Golf will bear the cost of return;

(ii) the goods are accompanied by a dispatch note stating David Golf's original invoice number and reason for return; and

(iii) the goods are returned in an unsoiled, undamaged and resaleable condition in their original packing.

(d) Customer must not return any goods to David Golf, unless it has complied with the two clauses immediately above and has done all things necessary to permit David Golf to examine the goods to David Golf's satisfaction within that period.

6. Delivery and Storage

(a) All quoted delivery or consignment dates are estimates only. David Golf is not obliged to meet such dates and will not be liable to customer by reason of delays caused by any reason whatsoever.

(b) David Golf is deemed to have delivered the goods when the goods are actually delivered to the delivery point nominated by customer, or where delivery to the delivery point is not made due to reasons which are the responsibility of customer, the date when delivery would have been affected.

(c) David Golf may deliver the goods by instalments (where, in David Golf's opinion, this is reasonable) and issue interim invoices to customer.

(d) Without limiting any other provision of the agreement, failure by customer to pay any instalment, or any other amount when due, will entitle David Golf to withhold or delay delivery of any remaining goods ordered.

7. Title and Risk

(a) Title to the goods shall remain with David Golf until all monies owing by customer to David Golf have been paid in full (whether such monies are payable under a specific contract or on any other account).

(b) Until such time as customer has paid in full all monies owing to David Golf, customer shall:

(i) store the goods separately and mark them so that they are clearly and easily identifiable as David Golf's property and, if supplier requests, inform David Golf of the location of the goods;

(ii) hold the goods as bailee for David Golf, subject to customer's right to deal with the goods in the ordinary course of customer's business (Bailment);

(iii) indemnify David Golf against any claim arising out of the possession, use or disposal of the goods by customer or repossession or attempted repossession by David Golf.

(c) If:

(i) a payment is not made in accordance with the agreement;

(ii) customer commits any other breach of the agreement;

(iii) customer becomes bankrupt, has an administrator, a receiver or a receiver and manager appointed, goes into liquidation (whether voluntarily or otherwise), or is wound up, dissolved or declared insolvent, then David Golf may at any time, without notice to customer and without prejudice to any other rights that it may have against customer:

(i) terminate the agreement and the bailment;

(ii) suspend some or all its obligations to customer under the agreement; and/or

(iii) enter upon any premises owned or occupied by customer where David Golf reasonably believes the goods may be stored and repossess the goods without being liable for any damages caused.

(d) If customer sells the goods before payment in full to David Golf, or uses the goods in a manufacturing or construction process of its own or some third party, customer holds the proceeds on trust for David Golf in respect of those goods, and must keep such proceeds in a separate account until the liability to David Golf is discharged and must immediately pay that amount to David Golf.

(e) The risk in the goods passes to customer at the time of delivery.

8. Insurance

Customer must keep the goods insured against all risks for goods of that kind from the time the risk in the goods passes to customer until the time that title to the goods passes to customer. Customer holds the proceeds of that insurance on trust for David Golf up to the amount it owes David Golf in respect of those goods, and must keep such proceeds in a separate account until the liability to David Golf is discharged and must immediately pay that amount to David Golf.

9. Limitation of Liability for Goods

(a) David Golf makes no warranties or representations to customer, and all warranties implied by law are excluded.

(b) David Golf warrants the goods to be free from defects in workmanship and materials under normal use and service for a period of 1 calendar year (90 days in the case of all flags) from the date of delivery (warranty period). This warranty does not cover costs of recovery of the goods from the site or damage, fault, failure or malfunction due to external causes including accident, abuse, misuse, mechanical or electrical overload, abrasion, corrosion, incorrect installation, failure to perform required preventative maintenance or normal wear and tear.

(c) During the warranty period, to the extent permitted by law, customer's sole remedy with respect to breach of warranties set out in the clause immediately above will be to repair or replace (as David Golf may elect) any such defective goods at David Golf's expense. The replacement or repaired goods shall be covered by the unexpired portion of the warranty period in respect of the original goods.

(d) For equipment forming part of the goods, which equipment is not manufactured by David Golf, the original manufacturer's warranty will apply. David Golf's liability for such equipment shall not exceed the liability of the manufacturer.

(e) David Golf's liability under the agreement will be reduced by the amount of any contributory loss or damage to the extent caused by customer's act or omission.

(f) Customer acknowledges and agrees that, to the extent permitted by law, David Golf has no liability in contract, tort (including negligence or breach of statutory duty), by statute or otherwise for loss or damage (whether direct or indirect) of profits, opportunity, revenue, goodwill, bargain, production, contracts, business or anticipated savings, corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.

(g) David Golf's total liability under any contract and the agreement shall not exceed the total dollar amount of the goods purchased by customer under each contract.

10. Miscellaneous

(a) The fact that David Golf fails to do, or delays in doing, something it is entitled to do under the agreement, does not amount to a waiver of its right to do it. David Golf must agree in writing to any waiver.

(b) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from the agreement, but the rest of the agreement is not affected.

(c) David Golf shall not be liable for any failure to fulfil or any delay in fulfilling any obligation arising under the agreement if the failure or delay has been caused directly or indirectly by any act of god, war or other civil commotion, strikes, lockouts, stoppages and restraints of labour, breakdown of machinery, inability to obtain raw materials or fuel, fire or explosion, any government action or any other cause beyond David Golf's reasonable control and not as a consequence of David Golf's negligence.

(d) Any notice to be given to a party under the agreement must be in writing and must be sent by post, facsimile or email to the address of that party shown in the quotation, purchase order or order acknowledgment. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.

(e) The agreement is governed by and must be interpreted in accordance with the laws of the State or Territory where David Golf supplies the goods and the goods are delivered. Where there are multiple places of supply and/or delivery, David Golf may elect the State or Territory in Australia that shall have jurisdiction over the agreement. Customer unconditionally submits to the non-exclusive jurisdiction of the courts of the State or Territory determined in accordance with this clause.

(f) Where there is more than one customer then the liability of each shall be joint and several.

(g) The rights and remedies provided in the agreement will not affect any other rights or remedies available to David Golf.

(h) Customer shall not assign this agreement without David Golf's prior written consent.

Privacy Policy

David Golf recognises the importance of protecting the privacy of personal information collected from you. This privacy policy sets out how David Golf protects the privacy of your personal information in accordance with the National Privacy Principles.

What is Personal Information?

Personal information is any information about you that identifies you or information by which your identity can be reasonably identified.

Why do we Collect Personal Information?

David Golf collects personal information so that we are able to effectively provide you with goods and services that we supply.

What Information do we Collect?

The types of personal information that we collect will depend on the circumstances of collection and the kind of service that you request from David Golf. We usually collect personal information such as your name, address, company, telephone number, job title and, in some instances, your financial details. When you use the Internet, we collect information relating to the pages on websites that we operate which you visit.

How do we Collect your Personal Information

Personal information is generally collected during the course of our relationship with you. We may collect personal information about you when you deal with us over the telephone, send correspondence, visit websites that we operate or through personal contact. There may be occasions when we collect information about you from a third party, for example from a work associate who provides such information to us or from a database provided to us.

How we use your Personal Information

We use the personal information that we collect to provide our services to you, to fulfil administrative functions associated with these services, for example billing, to enter into contracts with you and/or third parties and for marketing and client relationship purposes.

When we collect your personal information we will give you the option of advising us that you do not want us or any third party to use the information for any disclosed secondary purpose.

You may also at any later date notify us of your preference on this issue by contacting our privacy officer.

Will your Personal Information be Disclosed to Third Parties?

Unless otherwise stated we will not disclose your personal information to third parties. Your information may be shared between related companies in the David Golf Corporate Group.

Access to and correction of information we hold about you, we will on request provide you with access to the personal information we hold about you in accordance with the National Privacy Principles.

We may recover our reasonable costs from you in supplying you with access to this information.

If we decline to give you access in certain circumstances we will provide you with reasons for this.

To request access, please contact our privacy officer ensuring your personal information is up to date.

We will take reasonable steps to ensure that your personal information is accurate, up to date and complete whenever we collect or use it.

You may contact us at any time to update your personal information or to tell us that the information is inaccurate or incomplete.

Security

We will take all reasonable precautions to safeguard your personal information from loss, misuse, unauthorised access, modification or disclosure. We use a variety of physical and electronic security measures including restricting physical access to our offices, firewalls and secure databases.

Online Privacy Issues

To the extent that the other sections of this privacy policy apply to online privacy issues, they form part of the terms of use for any website operated by us. This section of the policy provides information specifically relating to websites operated by us.

(a) Online collection of personal and aggregated data- we will collect personal information from web sites operated by us where you register for email bulletin services, register as a member or purchase goods or services through the web site.

We will use this information for providing the relevant service to you and in other ways described in this policy. We may also collect other information when you access a web site operated by us – some of this is personal information and some of it is not – to optimise our goods and services including our web pages for your computer.

This information will include the identity of your internet browser, the type of operating system you use, your IP address and the domain name of your Internet service provider.

This information is aggregated for reporting purposes. Personal identifiable characteristics are removed and users remain anonymous unless you have provided express consent to us to recognise your usage.

This data is gathered by us to examine internet trends and demographics and to assist in improving web sites operated by us, and may be provided to third parties for marketing and research purposes.

(b) Cookies- To enhance your experience with web sites operated by us, many of our webpages use “cookies”. Cookies are text files that a web site transfers to your computer’s hard drive for record keeping purposes.

Web sites operated by us use cookies to support your current activity on the web site by providing a unique identifier in order to allow our web server to distinguish your web browser from any other web browser accessing the web site, and to customise the web site for you.

They also allow us to follow usage patterns and compile data that may help us improve the web site and targeting advertising. Cookies by themselves do not tell us your e- mail address or other personal information.

However, once you choose to provide the web site with personal information this information may be linked to data stored in the cookie.

You should adjust the settings in your web browser if you do not want information collected through the use of cookies. However, this may slow down or restrict access to parts of the web site.

(c) Links to other web sites- Some of the web sites operated by us contain links to third party web sites, being advertisers, sponsors or other companies that we have a relationship with. Although a web site may be linked to a web site operated by us, we are not responsible for the privacy practices of the linked web site. Any concern that you may have in relation to privacy policies of a linked third party website should be directed to the operator of that web site.

(d) Online disclosures from time to time we may have relationships with other companies that we allow to place advertisements on web pages of sites operated by us. As a result, when you visit a web site operated by us, advertising server companies may collect information such as your domain type, IP address and clickstream information.

(e) Public forums- Web sites operated by us may make chat rooms, forums, message boards and/or news groups available to you. Any information through these channels becomes public information and you should exercise caution in disclosing personal information. Whenever you disclose personal information through these channels, this information can be collected and used by others.

(f) Promotional e-mail- If you are receiving promotional e- mail from us and you no longer wish to receive this information, please e- mail us and we will ensure that you no longer receive this information.

What is a Commonwealth Identifier?

A Commonwealth identifier is a Commonwealth Government or Commonwealth Government Agency designated identification number such as Tax File Number or Medicare Number. We do not use Commonwealth identifiers to identify personal information that we have collected from you.

Do I have to be Identified at All?

Whenever it is lawful and practical to do so, you may transact with us without providing personal information. This may however impact on the level of service we can provide to you.

Does my Personal Information Leave Australia?

We may transfer your personal information to people working in the David Golf corporate group outside of Australia. We will only do this if the recipient of the information is subject to laws that are equivalent to the National Privacy Principles.

Sensitive Information

Sensitive information can be information about your racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health. We will not usually collect sensitive information. However, if we do, it will usually be for the purposes of providing our goods or services. We will seek your consent to collect sensitive information if required by the National Privacy Principles. Security of your personal information online- Generally, e- mail is not a secure way to communicate and you should be aware of this when sending personal information to us by e- mail.

Changes to this Privacy Policy

We may amend this privacy policy from time to time as our business requires or as the law changes.