

Terms and Conditions of Sale

Legal Capacity

Any Order and/or purchase made by you using this website is an acknowledgement by you that you:

- are over the age of eighteen (18) years;
- accept these terms;
- agree that you have entered into a legal contract with BuyFloors in relation to these terms; and these terms, together with your order, constitute the entire agreement between you and BuyFloors for the supply of products.

Orders

Carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.

Representations of products for sale made by BuyFloors via the website do not constitute an offer to sell but an invitation to treat.

You and BuyFloors may enter into a contract for the sale and supply of products by you making an offer via the website to purchase a product at the price advertised on the website by:

- placing an electronic Order for the products using the website;
- you confirming the Order details in accordance with the procedure on the website;
- you making payment in full (plus any applicable delivery charges) on the website; and the acceptance of that offer by BuyFloors.

Once you have placed your Order, you cannot cancel or revoke your Order, unless expressly provided for in these Terms.

When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the product(s) only when:

- any requirements set out in these terms have been met;
- the electronic instruction containing the offer from you enters and is recorded in our database;
- BuyFloors receives in its account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.

You acknowledge that:

- to the extent permitted by law, BuyFloors is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
- BuyFloors may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- You will receive an email from BuyFloors as soon as practicable after you have confirmed your Order and made payment.
- If your Order is not accepted by BuyFloors you will be notified by telephone or email and arrange for a full refund of any payment made by you to be processed.
- BuyFloors may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.
- If BuyFloors cannot supply a particular product, BuyFloors will notify you by telephone or email as soon as possible.
- BuyFloors will be deemed to have accepted your Order when your Order is delivered to your specified delivery address or on collection of your Order from our depot at Malaga.

Price

Prices shown are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.

We reserve the right to correct any errors published on the website.

Payment

(1) All payments must be made in full prior to delivery.

(2) Payments must be made via the SSL or PayPal secure payment gateway facilities accessible via the website and will be subject to any terms and conditions of these providers.

Supply and Delivery

Subject to you complying with these Terms and acceptance of your Order by BuyFloors, BuyFloors will sell and supply the products to you as shown on your Order confirmation.

- Products may not be available for immediate delivery. BuyFloors will endeavour to deliver your Order to you within fourteen (14) days of the date you place your Order.
- Items ordered are generally not held in stock and will be required to be ordered. This timeframe is the average manufacturing lead time required by suppliers. BuyFloors will contact you on receipt of your Order to notify you of the indicative delivery date.
- When you complete your Order you will be prompted to select whether you wish to collect from our depot in Malaga details provide on the website or to have the Order delivered.
- Delivery times may be greater than 10 business days in some instances and longer for regional or remote areas. You will be advised of delivery timeframes by BuyFloors.

Delivery by Carrier

The terms of this clause apply where you select to have your goods delivered to a specified address.

- The delivery address must be an address within Australia and cannot be a freight forwarding location. Deliveries cannot be made to PO Boxes.
- On receipt of your Order by BuyFloors, your Order will be dispatched to your specified delivery address generally within 5 business days of the date the stock is received at our depot.
- BuyFloors will use its best endeavours to deliver your Order within any stated timeframes for dispatch, however BuyFloors does not warrant that these timeframes will always be met, as many factors may affect these timeframes.
- BuyFloors cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor.
- The cost of delivery by carrier is at the cost of the buyer "customer". BuyFloors will contact you with the delivery fee.
- Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case may be.

Disclaimer and Indemnity

To the extent permitted by law, relating in any way to the website loss or damage you might suffer as a result of:

- errors, mistakes or inaccuracies on the website;
- you acting, or failing to act, on any information contained on or referred to on the website.
- personal injury or property damage of any kind resulting from your access or use of the website;
- any unauthorised access to or use of the websites secure servers;
- any interruption or cessation of transmission to or from the website.

Except as expressly provided in these terms, and to the fullest extent allowed by the law, BuyFloors will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

Order Enquiries

If you have any query about the progress of your Order please contact the BuyFloors. Please have your Order number handy as shown on the email confirmation.

Damaged or Faulty Products

If any product ordered by you arrives damaged you may have:

- legal rights and remedies in Australia under the Competition and Consumer Act 2010 and other rights under other consumer laws applying in each Australian State and Territory; and/or
- to have the product replaced or to receive a refund of the price paid by you for the product.
- If your Order arrives damaged, please contact the BuyFloors.