

# Drop Shipping Terms & Conditions

## Terms and Conditions of Sale

Please read these terms and conditions before placing your orders. We advise that you print a copy of these terms and conditions along with your orders for future reference.

Eleganter Australia withholds the rights to change these Terms & Conditions of Sale without prior notice

Eleganter Australia Drop Shipping only deals with customers that have a trading account or website or online store. Any accounts opened for purchasing items for personal use will be cancelled immediately. When registering for a drop shipping account, please provide all required information within the application form. Your account will not be approved unless all information is filled in.

Eleganter Australia reserves the right to cancel any accounts that were approved in error.

In this document, customers refer to customers who have registered and approved with Eleganter Australia. Once your application has been lodged, provided relevant information provided, we will decide whether or not to approve your account within 48 hours.

### 1. Terms of Contract

The Terms and Conditions of Sale above apply to all goods supplied by Eleganter Australia. All orders placed on Eleganter Australia products advertised on our website are considered an offer for you to purchase the items selected in your order. No contract exists between us until we have received and accepted your order. When orders are placed you will receive an email confirming this. This notification is not a confirmation that the order has been accepted by Eleganter Australia.

Eleganter Australia reserves the right to cancel the contract of sale if the payment for orders is not received in full.

### 2. Description and Price of Goods

Eleganter Australia has taken care to describe and take images as accurately as possible in accordance to the manufacturer's specification. Despite this, variations amongst items may occur. If there is anything you don't understand about the information provided on the website please email us at [enquiries@eleganter.com.au](mailto:enquiries@eleganter.com.au).

All prices shown on the website are in Australian Dollars, excluding GST. The GST amount is charged upon checkout at the standard rate of 10%.

Every effort is made to ensure the prices shown on the website are accurate at the time of placing an order. If an item has been under priced in error, we will contact you and offer the following three options:

1. Placement of a new order at the correct price of the goods;
2. Cancellation of the whole order;
3. Cancellation of your order for the mis-priced goods and reconfirmation of your order for the correctly priced goods.

If you do not respond within 24 hours, your order will be cancelled. Any payment received from you will be credited back to your original method of payment.

If, within 2 working days of accepting your order, we discover that some of the items are unavailable, we will email you to request if you would like an alternative item or refund, if a refund is chosen it will be processed within 3 working days. If we do not receive a reply within 24 hours the order will be cancelled and refunded in full. The refund will be credited back to your original method of payment.

Under no circumstances can back-orders for items be accepted.

Due to the large scale of operations involved in the continuity of stock supply, we cannot guarantee all items will be available to order constantly.

It is the responsibility of the customer to monitor our Website and Data Feeds and update their stock levels accordingly through the medium in which the customer sells.

Eleganter Australia Drop Shipping cannot be held accountable for any potential loss of earnings through customers continuing to advertise out of stock and discontinued products.

The price of an item does not include shipping charges.

There is no minimum order requirement for individual drop-shipped order.

### **3. Placing an order**

When you place an order with Eleganter Australia you are confirming you have read and agreed to the terms, conditions and delivery times laid out in writing in this document.

In the event of goods shipped to an address other than yourself (the customer) we have no contract between the receiver of these goods (your customer) and ourselves. In this case we cannot mediate any aspect of the sale between yourself and the end receiver of the goods shipped.

### **4. Payment**

Payments for your orders can be made via MasterCard or Visa. It is expected that your orders are paid in full before we dispatch them. If payment for your order fails, your order will be cancelled within 3 working days unless you contact us to specify otherwise.

Users that have established a strong relationship with us and place consistent orders may apply for account credit / extended payment terms.

Drop ship orders for account customers will be despatch as soon as we can. Payment will be required on due date.

### **5. Order Cancellations/Changes**

Changes can be made on the same day before 12 noon by contacting us via emailing [sales@eleganter.com.au](mailto:sales@eleganter.com.au) or via phone call on 07-3808-8812. However, if an order has been paid or dispatched, cancellation will not be allowed.

### **6. Drop Shipping Fee and Discount**

For all drop shipping orders, there will be no additional fees involved. All the handling costs are built into the shipping costs. The only costs you pay are the item price as listed and the freight cost plus GST.

### **7. Shipping**

Items will be shipped within 2 working days unless a specific agreement has been set up. Shipping methods offered for drop shipping will be offered upon checkout and shipment tracking number and notification will be sent to you once items are dispatched. Eleganter Australia cannot be held responsible for any delays in delivery caused by freight companies.

Your customer is responsible for the order once the package arrives at the supplied delivery address. We cannot be held responsible if the package goes missing once delivered. If any goods are received damaged, your customer must notify you within 48 hours of receiving them. Eleganter Australia must then be notified within 72 hours after the expected delivery time. If any goods are received faulty you must notify us within 7 days of receiving them. Please see returns procedure in section 8 for more details.

We cannot be held responsible for goods that do not arrive to the customer due to errors made by the customer or by the drop shipper when entering the address details. Please ensure that you check all your details before confirming your order. If packages are sent back to Eleganter Australia, we will refund you the item cost excluding the shipping charges incurred.

All returned packages due to incorrect address/no collection will incur additional costs (charged by the courier) Drop shippers are responsible for those charges. Additional charges will be invoiced to you by Eleganter Australia.

Address must be accessible to courier drivers. Please also note that deliveries made to business addresses or your place of work are considered received once they arrive at the address. It is the customer's responsibility to ensure the item is safely received.

### **8. Returns Procedure**

In the event of any items received being damaged or incorrect, please contact us via the resolution center in your account along with photographic evidence. Upon our inspection, we will decide if the product is deemed damaged or faulty.

If a product is found to be damaged or faulty, we will provide a credit for the invoiced value of the product. Please note that:

- Shipping costs will not be credited.
- No refunds will be given, only credit for the faulty or damaged item.

Please note that we mainly deal in handmade wooden toys. It is in their nature to have minor surface imperfections in the grain of the wood or tiny knots along the surface. This is part of their uniqueness and not considered damage.

#### **9. Limitation of Liability**

Eleganter Australia will not be liable to you for any loss or damage in circumstances where:

1. There is no breach of a legal duty owed to you by Eleganter Australia or by its employees or agents;
2. Such loss or damage is not a reasonably foreseeable result of any such breach;
3. Any increase in loss or damage resulting from breach by you of any item of this contract.

#### **10. Data Protection**

Eleganter Australia will take all reasonable precautions ensuring that the details of your order and payments are kept secure. Unless Eleganter Australia is negligent we will not be liable for unauthorised access to the information supplied by you.

Eleganter Australia will not supply your information to any third party.

#### **11. Marketing Material**

All our images are freely available for use on your own website. Once you apply for an account you will be directed to the appropriate URL links for the images of each product.

#### **12. General**

All products are subject to stock availability at the time of ordering. If you can't find a particular item on our website, it has gone out of stock or the product may be discontinued. If you have further queries on the stock availability, feel free to call us up and check on it at 07-38088812. While every effort will be made to ensure that all items shown are in stock we offer no guarantee of availability and will give our best to restock the items.

**I have read, understood and agree to the Drop Shipping Terms & Conditions of Eleganter Australia.**

To agree click the "I agree to the Eleganter Australia Pty Ltd terms of trade" checkbox at bottom of the page.