

TERMS OF USE

About this website

The Website Owner is Coastline Victoria Pty Ltd trading as Coastline Marine (ABN: 78 325 632 368) ("Coastline Marine"). The Owner's website is "<http://www.coastlinemarine.com.au/>" ("the website")

About these terms of use

The website's Terms of Use ("the terms") govern your ("the customer(s)") access to and use of the website. Customers should read the terms carefully before using the website.

Your access/use implies agreement

The website is available for the use only on the condition that you agree to the terms in full. By accessing the website, you are signifying that you agree to be bound by the terms.

Modifications to the Terms

Coastline Marine may revise and update the terms at any time. Your continued usage of the website after any changes to these terms will constitute acceptance of those changes.

Modifications to the information

Coastline Marine does not warrant the accuracy, adequacy or completeness of material on this website. All information may be changed, supplemented, deleted or updated without notice at the sole discretion of Coastline Marine.

Errors and problems

Coastline Marine does not guarantee that the website will be free from viruses, or that access to the website will be uninterrupted.

License and Ownership

The copyright for the content on this website is owned or licensed by Coastline Marine and is protected under the Copyright Act 1968 (Cth) and by other copyright laws in both Australia and other countries. No material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of Coastline Marine. All custom graphics, icons, and other items that appear on the website and all associated trademarks, are trademarks of Coastline Marine or the companies or organisations from whom Coastline Marine has received permission for their use and display.

Feedback, suggestions, comments or requests

Whilst Coastline Marine does not encourage the customer to make feedback, suggestions, comments or requests (“comments”) these comments are able to be sent to info@coastlinemarine.com.au. If the customer does make such comments, they acknowledge that these comments will not be considered confidential or proprietary, that Coastline Marine is under no obligation to keep such information confidential, and Coastline Marine will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such comments in any manner Coastline Marine chooses without notice to the author or authors of the comments thereof.

Outbound links

The website may contain links to third-party websites and resources (“linked sites”). These linked sites are provided solely as a convenience to you and not as an

endorsement by Coastline Marine. Coastline Marine makes no representations or warranties regarding the availability, correctness, accuracy, performance or quality of the linked sites or any content, software, service or application found at any linked site. Coastline Marine may receive payments and commissions from operators of linked sites in relation to goods or services supplied by the operator as a result of customers linking to the linked sites from the website.

Inbound links

Coastline Marine generally encourages and agrees to your linking to the home page through a plain text link on the customer's website without the need for agreement between yourself and Coastline Marine. However, linking to any other page of the website is strictly prohibited, without express written permission from Coastline Marine.

Jurisdiction

The website is provided for use only by Australian residents. The law applicable to use of the website and to disputes arising out of the website is the law of the State of Victoria. Coastline Marine makes no claims that the website or any of its content is accessible, appropriate or legal outside of Australia. If customers access the website from outside Australia, you do so on their own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

Coastline Marine makes no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or services provided by the website and disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

Limitation of Liability

Your use of Coastline Marine is at your sole risk. The service is provided "as is" and "as available". Coastline Marine disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Coastline Marine is not liable for damages, direct or consequential, resulting from the customer's use of the website, and you agree to defend, indemnify and hold Coastline Marine harmless from any claims, losses, liability costs and expenses (including but not limited to solicitor's fees) arising from a violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, non-transferable license to use the website. Because the website is not error or bug free, the customers agree that they will use it carefully and avoid using it in ways which might result in any loss of your or any third party's property or information.

If an Australian Court of law finds Coastline Marine responsible for any damages, Coastline Marine is responsible for actual damages only. In no event shall Coastline Marine be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website.

Conditions of Sale

The following conditions shall apply to any product sold via this website.

All goods delivered by Coastline Marine shall be of good quality unless specifically stated to the contrary. Coastline Marine makes no warranty or guarantee that the goods are fit for any commercial use and should such goods be put to commercial use the customer does so at their own risk.

The goods are not available to persons under the age of 18 years nor any other person legally prohibited from entering into a binding contract. By placing an

order the Customer is verifying to Coastline Marine that they are able to make a legally binding contract.

Any order will be considered an offer to purchase a particular product for the price (plus the delivery and other charges and taxes) specified on the website at the time of offer and shall be understood to be placed pursuant to these conditions.

These conditions may change from time to time and you are required to revisit these before placing an order to ensure that these conditions have not changed. Coastline Marine is not responsible for notifying any customer of changes to the conditions.

Coastline Marine reserves the right to accept or reject a customer's offer for any reason, including, without limitation, an error in the product description or the price posted on the website, the availability of the product, or an error in an order. If an obviously incorrect price appears on the website and is for whatever reason not corrected on the total price at the time of order completion, the order will be cancelled and the payment refunded to you notwithstanding that the order may have been initially validated and confirmed.

Coastline Marine agree to use their best endeavors to fulfill completed orders. If a product becomes unavailable after an order has been completed, Coastline Marine will refund any monies paid within 30 days after the date the payment was received. If your order includes products that are temporarily unavailable, Coastline Marine will send the available products out first and will follow with any outstanding items once they become available. Coastline Marine will refund any shipping fees for the outstanding order. If appropriate, Coastline Marine will offer customers a replacement for an unavailable product which will be a product of equal price and quality at the complete discretion of Coastline Marine. If customers choose to decline this offer, and

the original product is permanently unavailable, Coastline Marine will reimburse the price of the unavailable product.

Coastline Marine currently uses Mal's e-commerce Limited shopping cart service and Paypal merchant services. You do not need to hold an account with these websites / merchants to use these methods of payments. Please refer to Mal's e-commerce and Paypal for their respective full terms and conditions of use and privacy policies. Coastline Marine is not liable for customers' use of these websites to process or pay for any online orders.

Orders will be delivered to the address indicated when orders are placed. Coastline Marine only sell and deliver products within Australia and will only deliver to addresses within Australia. Goods are usually dispatched from Coastline Marine 72 working hours after an order is finalized. Items will then be delivered by either Australia Post or another delivery provider or Coastline Marine may deliver the goods themselves.

Goods delivered are to be immediately inspected upon delivery and seven (7) days written notice must be given to Coastline Marine if the goods are defective or of unacceptable quality. No claim shall be recognised unless made in writing and received by Coastline Marine within seven (7) days after delivery.

Coastline Marine agrees to use their best endeavours to refund customers as quickly as possible in the event that any claims for defects or unacceptable quality are received. Technical tests may need to be performed by the product's manufacturer.

Coastline Marine does not allow for the return of a product for change-of-mind and will only return a product in accordance with Australian Consumer Law.

In addition to legal guarantees, some products sold on the website come with a manufacturer's warranty. Manufacturers' warranties vary in terms of length and coverage depending on the product and brand. Please read the user

manual supplied with your product(s) carefully for the exact terms and conditions of the manufacturer's warranty. Should the manufacturer not honour the terms of the warranty for any reason, Coastline Marine will not be held responsible or liable in any way to the customer.

Coastline Marine will not be held liable for poor use and its consequences on the products purchased from the website. Although some products have performance that is compatible with professional usage, Coastline Marine does not sell products for professional use, nor warrant such use is appropriate or desirable.

Ownership and property in the goods supplied/delivered shall pass from Coastline Marine to the customer when Coastline Marine accepts your offer and assigns a product in the Coastline Marine warehouse. Risk passes to the customer upon commencement of delivery to the customer's place of business or residence or to an agreed delivery point.

Coastline Marine shall not be responsible for non-delivery or delay in delivery of any goods caused by force majeure and both the customer and Coastline Marine shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented by force majeure. If the customer's need for the goods is reduced or suspended as a result of force majeure, and notification is within reasonable time of acceptance of the order and prior to transfer of ownership, the customer shall be entitled to terminate the agreement. For the purpose of this commitment force majeure shall include but is not limited to natural disasters, civil disasters, political event, change of legal / political environment, business disruption, accidents, earthquake, flood, hurricane or typhoon, tornado, tsunami, volcanic eruption, wildfire/bushfire, landslide or avalanche, fire, flood, storm, earthquake, terrorist acts, revolt, war, financial markets disturbances, changes of regime

or tax or regulatory authority, energy failure, external telecommunications failure, and / or failure of transport systems.

The customer assumes all risks and liabilities for consequences arising from the use of the goods whether singly or in combination with other goods and indemnifies Coastline Marine in respect of any such use. Coastline Marine is not liable for any infringement of patent rights arising out of the use of such goods by the customer or the customer's instructions, expressed or implied, and it is the customer's responsibility to ensure that the goods when used by the customer are not damaged and no liability will be accepted by Coastline Marine for the consequences of the use of damaged goods by the customer.

Nothing in these Conditions is intended to exclude, restrict or modify any statutory obligation of Coastline Marine implied by the Goods Act, 1958.

Waiver and Severability

Coastline Marine's failure to exercise or enforce any right or provision of the terms shall not constitute a waiver of such right or provision. The terms constitute the entire agreement between the customer and Coastline Marine and govern the customer's use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the terms). If any provision of the terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the terms will continue in full force and effect.

Privacy Policy

Coastline Marine complies with the Privacy Act 1988. The National Privacy Principles form part of this Privacy Policy and are available on the Privacy Commissioner's website at www.privacy.gov.au. Coastline Marine is committed to protecting the customer's privacy. Coastline Marine use information it collects on

the site to make shopping at Coastline Marine possible and to enhance the customer's overall shopping experience.