

Ecommerce Terms of Sale

Effective Date 01/01/2024

1. GENERAL

- 1.1. These Terms of Sale ("Terms") apply to the supply of a Goods by enLighten Australia Pty Ltd (ABN 20 134 272 745) ("enLighten") and the party placing an order for the purchase or supply of Goods from enLighten ("you" or the "Purchaser").
- 1.2. Each time you purchase Goods from enLighten online, these Terms will apply.
- 1.3. These terms may only be waived or modified by written agreement by an authorised representative of enLighten.

2. CONDITIONS OF SALE

- 2.1. Cancellations or partial cancellations of orders are subject to enLighten's approval.
- 2.2. enLighten will dispatch Back Orders as soon as possible. You will be notified of any delays.
- 2.3. Title to the Goods remains with enLighten until full payment.
- 2.4. By providing us with your email address through a form or purchase, you agree to be added to our mailing list. We may use this email address to send you promotional materials, newsletters, or other marketing communications. You can opt-out of receiving such communications at any time by following the unsubscribe instructions provided in the emails.

3. PRICE AND PAYMENT TERMS

- 3.1. All prices in enLighten's published Price List are a fixed price and exclude GST. Prices are not subject to any further discount.
- 3.2. Payment is due before processing and in accordance with the ecommerce platform's instructions.

4. DELIVERY

- 4.1 Goods will be supplied to the Purchaser's nominated location as specified on the ecommerce platform.
- 4.2 enLighten will take all reasonable efforts to ensure that delivery is effected within the timeframe stipulated, however enLighten shall not be responsible for any failure or delay in the procurement or delivery of Goods resulting from any cause outside enLighten's reasonable control, including but not limited to manufacturing delays and delays in deliveries by third parties.

5. RETURNS POLICY

- 5.1. A request to return products may only be made within 14 days of the date of the delivery of Goods and:
- 5.2. where Goods are lost or damaged in transit, within four (4) days of dispatch of the Goods to the Purchaser (or a third party authorised to receive Goods on behalf of the Purchaser);
- 5.3. if the Goods delivered to the Purchaser were incorrect, within seven (7) days of receipt of the Goods, and all freight charges for the return of the Goods shall be at enLighten's cost;
- 5.4. if the Purchaser no longer requires the Goods, and those Goods were shipped within the Sydney metropolitan area, within two (2) days of receipt of the Goods, and all freight charges for the return of the Goods shall be at the Purchaser's cost; or if the Purchaser no longer requires the Goods, and those Goods were shipped outside the Sydney metropolitan area, within seven (7) days of receipt of the Goods, and all freight charges for the return of the Goods shall be at the Purchaser's cost.
- 5.5. All Goods to be returned must be in their original packaging, unsoiled and undamaged. Goods which are returned and which do not meet the requirements of this clause will be returned to the Purchaser at their expense.

- 5.6. The Purchaser acknowledges that should enLighten agree to accept the return of Goods in accordance with clause 6.2(c) and (d) above, the return of Goods will be subject to a 10% restocking fee, which represents a genuine pre-estimate of enLighten's reasonable costs in accepting and restocking returned Goods.
- 5.7. Subject to a Purchaser's compliance with the terms set out in this clause 6, enLighten may (in its absolute discretion) refund the price for returned Goods.
- 5.8. Subject to clause 7 below, Goods that are imported especially for a Purchaser, or non-standard Goods made to special order, cannot be returned under any circumstances.

6. WARRANTIES AND INDEMNITIES

- 6.1. To the extent that the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law confers rights on the Purchaser as a "consumer" ("consumer guarantees regime"), enLighten does not seek to exclude these rights. To the extent permitted by law, all other conditions and warranties implied by statute, custom or the common law in respect of the state, quality or condition of the said Goods are hereby expressly excluded.
- 6.2. To the fullest extent permitted by law, enLighten's liability for any breach of the consumer guarantees regime for reasons of a Major Failure, the Purchaser shall be entitled to, at its option, a replacement or a refund, and for compensation for any other reasonably foreseeable loss or damage.

To the extent the consumer guarantees regime does not apply:

- enLighten does not warrant that the products will be complete or free from Defects;
 - where the Goods are the subject of any other Defect, the Purchaser shall be entitled to, at enLighten's option, replacement or repair of the Goods, or the cost of their replacement or repair; and
 - all representations made by enLighten are expressly excluded and the Purchaser has not relied on any representations (including, but not limited to, descriptive and forwarding specifications, drawings, particulars, dimensions, weight, publicity and promotional material) in ordering the Goods from enLighten.
- 6.3. Any claims for defective product must be submitted in accordance with enLighten's Warranty statement which is available for download at <https://www.enlighten.com.au/about/our-policies>
 - 6.4. We offer a standard 12 month warranty for these Goods.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Purchaser shall not alter or remove any copyright, trade mark or other notices which appear on the Goods.
- 7.2. Subject to Clause 9, enLighten shall indemnify and hold the Purchaser harmless against a claim from a third party for infringement of any patent or other intellectual property right, provided the Purchaser gives enLighten immediate notice, and sole control of the defense, of any such claim.

8. LIMITATION OF LIABILITY

- 8.1. To the extent permitted by law and notwithstanding any other provisions contained in these Terms, enLighten's maximum aggregate liability arising in connection with the supply of Goods under these Terms shall be limited to the total Price of Goods ordered.
- 8.2. Nothing express or implied in these terms will confer any liability on enLighten in respect of indirect, consequential or special loss; or loss, damage, costs or expenses suffered or incurred by the Purchaser which result from any act or omission of the Purchaser.

9. GENERAL

- 9.1. Goods shown in enLighten's Price List or catalogue are current as at the date of publication. Goods on the ecommerce platform are subject to availability. enLighten reserves the right to add and delete products at its discretion and does not warrant the availability, whether express or implied, or any lines it may advertise from time to time.
- 9.2. In these Terms, the following words have the corresponding meanings as set out below:

- “Additional Options” means products listed on the Price List under the heading ‘additional products’.
- “Back Orders” means any orders for Goods which are not able to be fulfilled at the time the order is placed by the Purchaser with enLighten.
- “Days” means calendar days and includes Saturdays, Sundays and public holidays.
- “Defect” means Goods which are physically damaged or do not operate in accordance with any corresponding specification provided by enLighten and for the avoidance of doubt excludes defects caused by or resulting from acts of God, accidental damage, malicious damage, abuse, misuse, abnormal use or use contrary to any of the specifications, maintenance requirements, product installation procedures as advised by enLighten, or any applicable standard or code.
- “GST” means Goods and services tax as levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.
- “Major Failure” means, in relation to the supply of Goods:
 - a failure that is so serious that a consumer who fully understood the failure would not have made the purchase;
 - the Goods differ significantly from the description given, or sample shown;
 - the Goods are substantially unfit for the purpose for which they are generally used, or for a purpose made known to enLighten, and cannot be modified to make them fit; or
 - the Goods are unsafe.
- “Price List” means the fixed price list in effect as at the date of purchase.
- “Products” means all LED light products but excludes Additional Options.
- “Discount” means a discount off the fixed price published in the current Price List to be negotiated between the parties and confirmed by enLighten in writing. The Purchaser acknowledges that it:
 - is a commercial buyer and not a consumer; and
 - is acting as principal in its dealings with its own customers and not as an agent of enLighten.
 - These Terms shall be governed by the laws of New South Wales, Australia.