

Welcome to litplates.com.au (this **Website**). These Terms and Conditions apply to (a) your use or access to this Website; and (b) the supply and use of our Products ordered by you (whether ordered via this Website or other methods or platforms (e.g. text message, email or social accounts)).

Please review these Terms and Conditions carefully, if you do not agree to these Terms and Conditions, please do not use the Website or place any Orders for our Products. Your use of this Website, or the placing of any Orders constitute your acceptance to these Terms and Conditions.

We offer a wide range of goods and services, and sometimes additional terms may apply. These are posted on the Website. When you purchase goods and services where additional terms apply, you will be subject to those terms in addition to these Terms and Conditions, as applicable.

1. Definitions

1.1 In these Terms and Conditions, unless the contrary intention appears:

Accepted Order means an Order accepted by us and for which payment has been received by us and an order confirmation notice is provided to you for such Order.

Artwork means any image, diagram, drawing, logo or artwork supplied by you to us or created by us with respect to a Custom Product ordered by you.

Authorised Vehicles means cars, vans and taxis only and for the avoidance of doubt do not include bicycles, motorcycles, buses, trucks, boats or yachts.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales, Australia or, for deliveries of Products, at the place of delivery.

Consumer Protection Law means the consumer protection law of a jurisdiction as applicable to Products delivered to the jurisdiction, and includes the Australian Consumer Law (**ACL**) being Schedule 2 of the Australian *Competition and Consumer Act 2010* (Cth) for Products delivered to Australia and the *Consumer Guarantees Act 1993* (NZ) for Products delivered to New Zealand.

Contract means a contract of sale referred to in clauses 3.5.

Custom Products means Products which are supplied by us incorporating Artwork supplied by you.

Order means an order for the Products placed by you in accordance with clause 3.

Price means the price of the Products listed on the Website or where applicable for Custom Products, the amount communicated to you in accordance with clause 4.

Product means the goods listed on the Website, or the goods purchased or to be purchased by you, which are the subject of a Contract, and includes any Custom Products.

Returns Policy means the policy for return and exchange of Products referred to in clause 14 which is published on the Website at <https://www.litplates.com.au/pages/returns-policy>.

Road Rules means all legislation, regulations, rules and standards in connection with the use of roads in a jurisdiction, as applicable to the use of Products in that jurisdiction.

Tax means all applicable taxes, levies, duties, charges or tariffs imposed by law of any government agency or statutory body with respect to the supply of Products to you, including value added tax (**VAT**), goods and services tax (**GST**), sales tax, custom duties and any interest or penalty imposed in connection with any of the preceding items.

Terms and Conditions means these terms and conditions governing the use of the Website, the supply of Products by us, your use of the Products and includes our Returns Policy.

User Instructions means the instructions specified or supplied by us with respect to the use of the Products. The User Instructions are supplied with the Products and otherwise published on the Website at www.litplates.com.au/instructionsmanual

We, us or our means Pion Technologies (ABN 92 622 134 427) and its associated entities as defined in the *Corporations Act 2001* (Cth).

2. **Our Products**

- 2.1 Thank you for considering and purchasing our Products. Our Products are designed to improve the visibility of safety signs for motorists in Australia and New Zealand. You acknowledge and agree that use of the Products by you is subject to important qualifications set out in these Terms and Conditions.
- 2.2 You agree to use the Products strictly in accordance with the User Instructions, including (but not limited to) to not:
- (a) leave the Products under direct sunlight or intense heat for a prolonged period;
 - (b) use the Products near water (or any other liquids) or let the Product be in contact with water (or any other liquids); and
 - (c) allow any children to use the Products in an unsupervised manner.
- 2.3 All Products are sold for personal use only. You may not use our Products for any commercial use unless you have prior written consent from us.
- 2.4 You are entirely responsible for the compliance of any Road Rules. You agree and acknowledge that any information given by us or on the Website does not constitute any advice on the interpretation on any Road Rules. You agree to always use the Products on Authorised Vehicles and display the Products in accordance with all Road Rules. We will not be liable for any loss or damages (directly or indirectly) suffered by you as a result of your failure to comply with any Road Rules.

3. **Orders**

- 3.1 You may place an Order for our Products by completing and submitting to us an online order and completing the checkout procedures on the Website. If you are placing an Order for Custom Products, clause 4 also applies.
- 3.2 You must be over eighteen (18) years old to place an Order. We may, at our discretion, treat any order by a person under eighteen (18) years old as void.
- 3.3 All Orders are subject to our acceptance at our discretion. This Website and the information on it constitute an invitation to treat and not an offer by us to supply any Products. Your Order represents an offer from you to purchase the Product in accordance with these Terms and Conditions.
- 3.4 Orders placed on a weekend or public holiday will not be processed until the next Business Day. Orders for Custom Products will be processed in accordance with clause 4. If we accept your Order, we will acknowledge and accept your Order by providing you with an order confirmation number via email once your payment for the Products in your Order has been validated. If we do not accept your Order, we will provide a full refund of the amount already paid by you and received by us for that Order. The refund will be processed by the service provider you used to pay for the Order and will be subject to the processing times of such service provider.

- 3.5 Once your Order is accepted by us, a binding contract will come into existence between you and us in relation to the ordered Products. The Contract will comprise the Accepted Order and these Terms and Conditions. If there are any inconsistencies between these Terms and Conditions and another provision in the Contract, the provision in these Terms and Conditions will prevail to the extent of inconsistency. No other terms or conditions (including any terms or conditions printed on or referred to in your Order) will be binding on us unless we agree in writing.

4. Orders for Custom Products

- 4.1 You may place an Order for Custom Products by completing and submitting to us an online order and providing us with the Artwork and all other necessary resources requested by us for the manufacture and supply of Custom Products. By providing the Artwork, you grant to us a non-exclusive, royalty-free and sub-licensable licence in all intellectual property in the Artwork to produce Custom Products.
- 4.2 You warrant that:
- (d) you have all necessary rights to the Artwork provided by you for the purpose of the manufacture and supply of the relevant Custom Products to you;
 - (e) the manufacture and supply of Custom Products by us using the Artwork provided by you will not be in breach of any intellectual property or any contract, arrangement or understanding with any third party,
- and you indemnify us against any loss or claims arising from any unauthorised use of such Artwork.
- 4.3 If you are unable to provide the Artwork to us, we may create the Artwork for the Custom Products, subject to additional charges payable to us, which will be included in the Price of the Custom Products. The Artwork will be approved by you prior to the commencement of production of the Custom Products. We will retain all intellectual property in the Artwork created by us, unless otherwise agreed in writing between you and us. We grant to you a non-exclusive, royalty-free licence solely to display the Artwork on the Custom Products, or otherwise to enjoy the Custom Products for its intended use. You agree and acknowledge that we may use any Artwork created by us in any way at our discretion, including using the Artwork to produce future products for sale or commercial supply.
- 4.4 All Orders for Custom Products must meet a minimum order requirement of fifty (50) units.
- 4.5 You are responsible for ensuring that all details (including the Artwork) provided at the time of placing the Order for Custom Products are correct. You will not be able to amend the details (including the Artwork) when we have accepted your Order.
- 4.6 We reserve the right to decline any Custom Orders at our discretion. We will not accept any Order for Custom Products that contain contents which are derogatory, offensive or abusive in any form.
- 4.7 We will inform you within ten (10) Business Days the Price for supplying the Custom Products and the proposed delivery date. You will notify us in writing whether such Price and the proposed delivery date are acceptable and pay the Price (if applicable) within ten (10) Business Days of receipt of the notification.
- 4.8 Once your order has been accepted and payment of Price has been confirmed by us, we will provide with an order confirmation notice via email.

- 4.9 Orders for Custom Products may take an additional 20 to 40 Business Days above standard delivery times.
- 4.10 You agree that we may display photos of your Custom Products on the Website or other social media controlled by us for promotional and marketing purpose.

5. Order Acceptance and Cancellation

- 5.1 You may cancel an Order any time prior to the time we send out the order confirmation notice to you. You may not cancel any Accepted Orders unless we agree to your cancellation, in which case you will be required to pay a cancellation fee, currently AUD 10. .
- 5.2 You agree that we may not accept your Order, or we may cancel any Accepted Orders due to any of the following:
- (a) the Products you order are not, or no longer available;
 - (b) we are not able to receive payment for the Products, or any payment was subsequently revoked;
 - (c) you have not provided us with a valid delivery address, email address or contact number and we are unable to make contact with you; and
 - (d) where a Product has been listed or advertised with an incorrect price or inaccurate information by mistake,

in which case, you acknowledge and agree that we are under no obligation to sell you any Products. If you have made a payment and submitted your Order which is cancelled or rejected by us, or if we cancel your Accepted Order, we will provide you with a full refund for the amount you have paid and received by us for that Order or Accepted Order. The refund will be processed by the service provider you used to pay for the Order and will be subject to the processing times of such service provider.

- 5.3 Our acceptance of a particular Order will not imply that we will accept any of your future Orders.

6. Price and Payment

- 6.1 The price payable by you for the Products (other than Custom Products) in an Accepted Order will be the Price for the Products at the time your Order is submitted.
- 6.2 The price payable by you for Orders for Custom Products will be the Price for the Products at the time your Order is submitted plus the additional charges as quoted to you pursuant to clause 4.
- 6.3 Prices and charges on the Website are in Australian dollars (AUD) unless otherwise stated . We may update or vary the Price from time to time without notice to you. Any changes will be effective once they are published on the Website and will not affect the price on any Orders already submitted to us.
- 6.4 All Prices listed on the Website do not include insurance, delivery charges or any Tax (including GST) unless expressly stated otherwise. You are required to pay (where applicable) these charges in addition to, and at the same time as, payment of the Price for the Products. If we are required to pay any additional Tax or delivery charge, you must reimburse

us with the amount paid.

- 6.5 We accept payment for any Accepted Orders by direct debit transfer, Stripe (see <https://stripe.com/au>), PayPal (see <https://www.paypal.com/au>), credit or debit card only. Use of a particular payment processor may be restricted depending on your location. Payments made through payment processors are subject to the relevant payment processor's terms. Please review the relevant payment processor's terms before you make a payment. We will not be responsible for any loss or damage (whether direct or indirect) suffered by you if your direct debit facility, Stripe, PayPal, credit or debit card is fraudulently used or used in an unauthorised manner by a third party.
- 6.6 Unless expressly stated to the contrary, all payments must be made in Australian dollars (AUD) for your transaction. Where conversion from foreign currency is required, such currency conversion will be performed by your bank, Stripe, PayPal, or the debit card company and may be subject to a fee charged by them.
- 6.7 We will process Stripe, PayPal, credit and debit card payments as soon as you submit your Order.
- 6.8 If your payment is declined or reversed for any reason, we reserve the right to reject your Order or cancel any Accepted Orders. We reserve the right to keep or sell the Products.
- 6.9 Your tax invoice will be sent to you when the Products or Custom Products are delivered. Please keep your tax invoice safely as it is your proof of purchase.

7. Delivery

- 7.1 Delivery charges cover packaging and delivery cost. Delivery charges will be charged in addition to the Prices of Products purchased from us. The delivery charges will be specified during the checkout process and included in the total price of your Order.
- 7.2 For all delivery options, you will continue to be liable for any insurance or Tax (where applicable).
- 7.3 We will deliver the Products once full payment of the Price and all applicable charges (including charges for delivery, insurance or any Tax) have been received. Any timeframes quoted by us for delivery of the Products are estimates only and will not be of the essence of the Contract or otherwise confer any right of cancellation of an Accepted Order on you. We will not be liable for any loss or damages (directly or indirectly) suffered by you as a result of our failure to deliver by a particular delivery date.
- 7.4 We deliver Products within Australia and to New Zealand. All Products will be delivered by Sendle, unless otherwise notified to you. If you provide specific delivery instructions (including to the postal service or courier), for example, for your Product to be left at your nominated address without acknowledgment of receipt, we will not be liable or responsible for any loss or damage to your Products once the delivery is made in accordance with your instructions. We are also not liable or responsible for any loss or damage to your Products that occurs as a result of the handling of Products by the postal service or courier in the process of delivering such products to you.
- 7.5 Unless otherwise agreed, the Products are not insured by us and you will bear any risk of loss or damage to the Products when delivered to you.
- 7.6 If the Products are delivered to New Zealand, you will be required to comply with all laws and regulations of New Zealand to import the Products. Any Taxes will be your sole responsibility.

We have no control over Tax and do not have any obligation to ensure any Products will clear customs. Please see www.customs.govt.nz/personal/duty-and-gst/ for information on duty and New Zealand GST.

- 7.7 We do not take any responsibility where the Products are opened for inspection by customs authorities. In order to facilitate customs clearance and comply with local laws, you agree that we may disclose personal information, such as your name and address and other information such as the Price and description of the Products and shipment and carrier information.
- 7.8 You acknowledge that any delays caused by custom clearance are beyond our control. Our original estimated delivery timeframes do not take into account custom clearance. We are not liable for any loss or damage you suffer due to custom clearance delays.

8. Tax, Duties and Fees

- 8.1 The Price charged for any Products delivered to an Australian address will be subject to the Australian GST, which must be payable as an additional amount.
- 8.2 The Price charged for any Products delivered to a New Zealand address will be subject to any additional applicable:
- (a) New Zealand GST and other Tax; and
 - (b) any exchange rates applied to payment by your payment provider.

9. Intellectual Property

- 9.1 All intellectual property rights in and to this Website and all information, contents and photographs published on this Website, whether in relation to our Products or otherwise, belongs or is otherwise licensed to us. You acquire no right, title or interest in or to our intellectual property by virtue of these Terms and Conditions. Nothing on the Website should be construed as granting any licence to use any intellectual property right, including any trade mark, without our permission.
- 9.2 In particular, you must not use any trade marks appearing on or in relation to the Products, our photographs of the Products, or any information or contents published on this Website in relation to the Products:
- (a) to promote or market our products or any similar products in any way;
 - (b) in connection with goods or services that do not belong to us;
 - (c) in a manner that may be confusing, misleading or deceptive; or
 - (d) in a manner that disparages us, our Products or the Website.

10. Your Account and Privacy

- 10.1 Where the Website provides an option for your to create a customer account, you may create a customer account with us by completing and submitting to us a completed online form on the Website.

- 10.2 By registering a customer account with us, or otherwise submitting an Order for our Products, we may require you to provide your personal information, including details such as your name, your email address, phone number, billing and delivery address. You warrant that all information submitted to us is true, accurate and up-to-date.
- 10.3 We are subject to the Australian Privacy Act 1988, which requires that we comply with the Australian Privacy Principles in how we collect, use, handle and disclose any personal information you provide or disclose to us.
- 10.4 If you register a customer account with us, we will require you to create a password for your customer account. You must ensure that your username and password are kept secure and confidential. You must not allow your username or password to be used by any third party, or otherwise permit any third party to access your account at any time. You will be solely responsible for any misuse or abuse of your username, password or person details for anything that results from the use of your customer account (including any Orders or Custom Order placed under the account). You agree to indemnify us against any loss or claims arising from the unauthorised use of your username and password.
- 10.5 You will immediately notify us through our website's "Contact Us" section of any suspected or actual unauthorised use of your account, disclosure of your username and password or any other security breaches.
- 10.6 Your account registrations are subject to our acceptance. We reserve the right to deny, restrict, suspend or close any customer accounts at our discretion.
- 10.7 You agree and consent to us contacting you for direct marketing purposes subject to the Australian Privacy Principles, such as to inform you about products and services that may be of interest to you. This consent is not limited in time unless you choose to opt out by notifying us in writing via the "Contact Us" section of this Website, or by utilising an "unsubscribe" facility on a communication we send to you, in which case, we will take steps to ensure you do not receive any such direct marketing information in the future.
- 10.8 Cookies refer to small pieces of data which are stored on your computer. Cookies may be used to control the display of an advertisement, track your browsing patterns, to personalise information and record registration. You acknowledge that we may store one or more cookies in your browser or request your browser to transmit the data to the web server. We reserve the right to use anonymous data acquired through cookies about our users for any business purposes.

11. Our Website and your use

- 11.1 We have made reasonable endeavours to ensure that the information and content provided on the Website are accurate and current at the date of publication, and that the photographs of the Products listed on this Website are represented accurately (including the size, colour and appearance of the Product). However, you acknowledge and agree that the appearance of the Products may appear different in real life in comparison to the images displayed on the Website due to lighting of the photographs and other factors.
- 11.2 We have used commercially reasonable efforts to provide you with access to this Website via the internet. You acknowledge and agree that access to and use of this Website may be temporarily suspended for scheduled or urgent server maintenance work or for other reasons beyond our reasonable control. To the extent permitted by law and, except as provided by these Terms and Conditions, we will not be liable to you in connection with your use of or inability to use the Website or any defects in the Website.

- 11.3 We may include links providing access to other websites. You acknowledge that we are not responsible for the accuracy of the information contained in these third party websites and we do not endorse any features, content, advertising, products or any other materials, and such information does not form part of our content. You should review any applicable terms and the privacy policy of a third party website before using that website or providing any information. You agree and acknowledge that you access and use third party websites entirely at your own risk.
- 11.4 You acknowledge and agree that this Website has been provided to you for personal use. You agree at all times to access and use the Website in accordance with these Terms and Conditions and all applicable laws. You must not:
- (a) copy, collect, use, duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rent, lease, loan, trade, rebrand, or otherwise transfer any content, information and photographs found on this Website, except expressly authorised by us;
 - (b) utilise any content you view on or obtain from this Website to provide any commercial service including any service that is competitive with us;
 - (c) remove, tamper with, seek to override or otherwise interfere with any security or technological protection measure forming part of this Website;
 - (d) remove, obliterate, or obscure from view any copyright, trade mark or confidentiality notice or legend appearing on or within this Website;
 - (e) create a deep-link to this Website for any purpose unless expressly authorised in writing by us;
 - (f) use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages contained in this Website, and must not use such processes to download or access our contact information or any other user of this Website;
 - (g) engage in “framing,” “mirroring” or otherwise simulating the appearance or the function of this Website, unless expressly authorised in writing by us;
 - (h) attempt to or actually access this Website by any means other than through the interfaces provided by this Website;
 - (i) remove, cover or otherwise obscure any form of advertisement included on this Website;
or
 - (j) interfere with or disrupt the availability of this Website, including but not limited to any servers or networks connected with this Website.

12. Consumer Rights and Warranties

- 12.1 The law of some jurisdictions may imply or impose into contracts for the supply of goods and services certain terms, conditions, guarantees or warranties (**Prescribed Terms**). To the extent such law applies in a jurisdiction, nothing in these Terms and Conditions excludes, restricts or modifies the application of such Prescribed Terms into these Terms and Conditions in that jurisdiction.
- 12.2 To the extent you are a “consumer” within the meaning given to it by the applicable Consumer Protection Law, we give the guarantees to the extent required by the applicable Consumer

Protection Law (**Consumer Guarantees**) with respect to the Products provided by us. In addition, clause 14 (Returns and Refunds) applies in addition to (but may overlap with) any rights and remedies you may have under the Consumer Guarantees as a consumer.

- 12.3 If you are not a “consumer” with the meaning given to it by the applicable Consumer Protection Law to extent permitted by law, the rights under clause 14 (Returns and Refunds) are your sole remedies with respect to such subject matter.
- 12.4 Subject to this clause 12, and to the extent permitted by law, all representations, warranties, guarantees, terms and conditions which would otherwise be implied in or imposed on these Terms and Conditions in connection with any goods or services supplied by us or otherwise relating to the performance of our obligations under these Terms and Conditions are excluded.

13. Limitation of Liabilities

- 13.1 Where by law we are unable to exclude terms, guarantees, warranties, representations or conditions but are able to limit them, to the extent permissible by law we limit our liability for any breach (including for any Consumer Guarantees), at our option, to the repair or replacement of Products, or payment of the cost of repairing or replacing the Products.
- 13.2 Except for any Consumer Guarantees or otherwise expressly stated in these Terms and Conditions, we will not be liable to you or any third party; and you agree to indemnify us for any loss, injury or damage (whether suffered by you or any third party) in relation to your use of the Products including but not limited to:
- (a) your failure to comply with any Road Rules (such as displaying the Product on a vehicle in an unauthorised or unsafe manner);
 - (b) your failure to follow the User Instructions (such as damage to the Products due to contact with water or other liquids, or damage to the Products and any vehicle by continually exposing the Products under direct sunlight or intense heat); or
 - (c) any modifications to the Product not performed by us.
- 13.3 We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Products or these Terms and Conditions, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 13.4 To the extent permitted by law, our total liability arising out of or in connection with the Products or these Terms and Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total Price paid by you for Products under these Terms and Conditions.

14. Returns and Refunds

- 14.1 Our Returns Policy apply to refunds, exchange and replacement of Products.
- 14.2 If you change your mind in relation to the Purchase of Products, you may exchange a purchased Product (other than Custom Product) to any other Product of equal or lesser value (subject to availability). We do not provide refunds for change of mind for any Product. We do

not provide refunds or exchange for change of mind for Custom Products. We will only exchange a Product permitted under this clause if:

- (a) you contact us and provide us with relevant information;
- (b) you return the Product at your cost within thirty (30) days of purchase;
- (c) you provide us with proof of purchase; and
- (d) the returned Product is unused and returned to us in original packaging.

You will be responsible for any cost and Tax of delivering the exchanged Product to you.

14.3 If you have received a Product that is faulty, is not of an acceptable quality, or becomes faulty within a reasonable time of purchase (we consider twelve (12) months from the date of purchase to be a reasonable time) (**Defective Product**), or if you otherwise wish to exercise your rights under the Consumer Guarantees in relation to the Defective Products, we may provide a refund or replacement Product to you provided that:

- (a) you contact us and provide us with the relevant information;
- (b) you return the Defective Product to us at your cost;
- (c) you provide us with proof of purchase; and
- (d) we have examined the Defective Product and in our reasonable opinion, determined that the fault in the Defective Product is not due to any misuse by you, failure by you to use the Product in accordance with User Instructions, using the Product in an abnormal way, failure to take reasonable care of the Products, or any unauthorised modifications on the Products.

We will be responsible for any cost of delivering the replacement Products to you. We will provide replacement Products for all Defective Products which are Custom Products. No refunds will be provided for Custom Products, unless required by applicable Consumer Protection Law.

14.4 If in our reasonable opinion, the returned Product is not faulty, or the defect was due to any reason set out in 14.3(d), no refunds or replacement Product will be provided. If you have returned the Product to us, we will arrange for such Product to be returned to you subject to payment of any delivery cost by you.

14.5 Any refunds may take up to thirty (30) days to process, depending on your payment methods.

15. General

15.1 These Terms and Conditions are governed by the laws of New South Wales, Australia. The parties each agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

15.2 We may change any provision in these Terms and Conditions without notice. Any updated Terms and Conditions will be published on the Website and will only apply to Orders submitted after the updated Terms and Conditions are published.

15.3 You must not assign any rights and obligations under these Terms and Conditions whether in whole or in part without our prior written consent.

- 15.4 Any notice in connection with these Terms and Conditions will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
- 15.5 If any provision of these Terms and Conditions is invalid, illegal or unenforceable, these Terms and Conditions take effect (where possible) as if they did not include that provision.
- 15.6 Any failure by a party to insist upon strict performance by the other of any provision in these Terms and Conditions will not be taken to be a waiver of any existing or future rights in relation to the provision.
- 15.7 If a dispute arises under these Terms and Conditions, neither of you and us may bring court action against the other (other than proceedings seeking urgent interlocutory relief) without first attempting to resolve the dispute by negotiation for a period of at least 14 days.

Contact us

If you need to contact us for any reason, please do so using the contact form on our Website at <https://www.litplates.com.au/pages/contact>