



---

ATMOSEA  
Policy, Terms & Procedures Manual

Terms and Conditions E-Shop Atmosea

---

Document name	E-Shop Atmosea
Document code	TERM-EShop01
Document owner	Andres Bernal
Application	E-Shop
Effective Date	1 June 2016
Last reviewed by	Maria Nilsson / Director
Last review date	1 June 2016

---

---

# Table of Contents

1. DEFINITIONS.....	2
2. APPLICABILITY .....	2
3. FORMATION OF THE AGREEMENT .....	2
4. THE OFFER.....	3
5. PRICES/SHIPMENT CHARGES.....	3
6. PAYMENT/REFUNDS .....	3
7. DELIVERY.....	4
8. RETURNS/RIGHT OF WITHDRAWAL.....	4
9. RESERVATION OF OWNERSHIP/RISK .....	5
10. WARRANTY/LIABILITY.....	5
11. FORCE MAJEURE .....	5
12. INTELLECTUAL PROPERTY.....	5
13. PRIVACY.....	5
14. APPLICABLE LAW/DISPUTE RESOLUTION.....	6
15. COMPANY INFORMATION.....	6



## GENERAL TERMS AND CONDITIONS E-SHOP

### 1. DEFINITIONS

Any reference in these General Conditions to:

- Consumer:** means a natural person who does not act in the course of a profession or business and who enters into a distance contract with Atmosea Pty Ltd.;
- E-shop:** means Atmosea Pty Ltd web shops;
- Distance Contract:** means an agreement in respect of which Atmosea Pty Ltd has organised a system of distance product sales using only one or more techniques for distance communication up to conclusion of the agreement;
- Technique for Distance Communication:** means any method that can be used to conclude an agreement without the Consumer and Atmosea Pty Ltd meeting concurrently in the same room;
- Cooling-Off Period:** means the term within which the Consumer may exercise his or her Right of Withdrawal;
- Right of Withdrawal** means the option that the Consumer has to decide against conclusion of the Distance Contract within the Cooling-Off Period;
- Day:** means a calendar day.

### 2. APPLICABILITY

1. These General Conditions apply with effect from 1 June 2016 to all offers of Atmosea Pty Ltd in its E-shops and to all Distance Contracts entered into with Atmosea Pty Ltd.
2. In addition to these General Conditions, supplementary conditions may apply to certain products where this is expressly indicated.

### 3. FORMATION OF THE AGREEMENT

1. Subject to the provisions of paragraph 4, the agreement will have been formed once the Consumer electronically accepts an offer of Atmosea Pty Ltd.
2. Upon the Consumer's electronic acceptance of the offer, Atmosea Pty Ltd will promptly issue an electronic order confirmation to confirm receipt of acceptance of the offer. As long as the receipt of that acceptance has not been confirmed, the Consumer may cancel the agreement.
3. Atmosea Pty Ltd will adopt suitable technical and organisational measures to protect the electronic transmission of data and will provide a secure web environment. Atmosea Pty Ltd will adopt suitable security measures for electronic payment by the Consumer.



4. Within the scope of the law, Atmosea Pty Ltd may verify the Consumer's ability to fulfil his or her payment obligations and the facts and factors that are relevant to entering into the Distance Contract in a responsible manner. If those inquiries give Atmosea Pty Ltd sound reasons not to enter into the contract, it may deny an order or application, providing the reasons for its denial.

## 4. THE OFFER

1. If an offer has a limited term of validity or involves certain conditions, the offer will expressly state so.
2. The offer will include a full and accurate description of the offered products. The description will be sufficiently detailed to allow the Consumer to appraise the offer adequately. Any pictures used by Atmosea Pty Ltd will be faithful representations of the products offered. Manifest errors or mistakes in the offer will not be binding for Atmosea Pty Ltd.
3. The website will contain information that makes it clear to the Consumer what rights and obligations are attached to acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - delivery costs, if any;
  - the manner in which the agreement will be formed and the transactions necessary for that purpose;
  - whether or not the Right of Withdrawal applies;
  - the methods of payment, delivery or performance of the agreement;
  - the term for acceptance of the offer or the term within which the price will be honoured.

## 5. PRICES/SHIPMENT CHARGES

1. The prices will be those in effect at the time of ordering a product. All prices will be denominated in the local currency and will include GST.
2. Special price offers, including discounts, will be valid only for the validity term stated in the offer and will be subject to products being in stock. The statement to that effect will be printed in a brochure or posted on the website in relation to the special price offer.
3. Prices quoted in the E-shop are exclusive of shipping charges. The amount of the shipping and return charges does not depend on the volume of products ordered, but on the total order value or any campaigns applicable.

## 6. PAYMENT/REFUNDS

1. The available payment methods depend on the country from which the order is placed. The available payment methods are displayed in the E-shop. The following payment methods are always allowed:
  - Bank Transfer
2. If a payment term has been agreed by Atmosea Pty Ltd, the Consumer will be in default by the mere expiration of that term. Payment terms may be agreed in writing only on the conditions stipulated at that time.
3. The Consumer will pay all reasonable judicial and extrajudicial expenses of any nature whatsoever, including collection costs, that Atmosea Pty Ltd will incur due to the Consumer's failure to fulfil his or her (payment) obligations.



4. In the event of late payment, Atmosea Pty Ltd will be authorized to terminate the agreement with immediate effect or suspend (further) delivery until the Consumer has fulfilled his or her payment obligations in full,.

## 7. DELIVERY

1. Atmosea Pty Ltd will ship, or have a third party ship, orders that have been accepted by order of receipt as quickly as possible. Subject to the provisions of paragraph 3 of this Article, the average delivery time is three to five business days from the order date if a product is in stock.
2. If delivery cannot be made within the average term or cannot be made at all, for example, because a product is out of stock, the Consumer will be informed accordingly as quickly as possible. Atmosea Pty Ltd will not be liable for any loss whatsoever due to a quoted delivery term being exceeded.
3. Unless a longer delivery term is agreed, Atmosea Pty Ltd will fulfil the order within 30 days. If the order cannot be fulfilled within 30 days, Atmosea Pty Ltd will inform the Consumer accordingly, and the Consumer will have the right to cancel the agreement at no cost.

## 8. RETURNS/RIGHT OF WITHDRAWAL

1. The Consumer will be obliged to inspect the products (or have them inspected) immediately after receipt.
2. With regard to products purchased from the E-shop, the Consumer has the right to cancel the purchase without giving any reason within 14 business days of delivery of the product in question, i.e. the Cooling-Off Period, provided that the products have not been worn or otherwise used and with due observance of the following conditions:
  - a. for reasons of hygiene, men's and boys' swimwear cannot be returned. The hygiene seal may not be removed from women's and girls' swimwear;
  - b. original tags may not have been removed.

Without prejudice to the Consumer's statutory rights, the Consumer may cancel the purchase in the way described above by contacting Atmosea Pty Ltd via [www.atmosea.com.au/pages/contact](http://www.atmosea.com.au/pages/contact).

3. Without prejudice to the Consumer's statutory rights, the Consumer may return the item upon cancellation of the purchase, using among other things the attached return voucher and will then get his/her money back. The return shipping costs will be at the Consumer's expense.
4. If the Consumer has exercised his or her Right of Withdrawal described in the previous paragraph, Atmosea Pty Ltd will refund the amount paid by the Consumer within 21 days of the cancellation of the purchase.
5. If a product is returned that was included in an order of various products under a discount campaign, the following applies:
  - 2 products at a discount: The Consumer has the right to cancel the purchase of the products without giving any reason within seven days of delivery of those products. If the Consumer wishes to cancel the purchase with regard to only one product, the original purchase price (without a discount) of the product less the total discount given in the order will be refunded to the Consumer;
  - Buy 1 and get 1 free: The Consumer must also return the free item and will then be refunded the money for the product bought;



## 9. RESERVATION OF OWNERSHIP/RISK

1. Atmosea Pty Ltd will retain the ownership of the products until the Consumer has paid the full invoice amount.
2. Until the ownership has transferred, the Consumer may not create any charge on, sell, redeliver, dispose of or otherwise encumber the products.
3. The risk of the products will transfer to the Consumer on delivery of the products to the Consumer.

## 10. WARRANTY/LIABILITY

1. Atmosea Pty Ltd warrants that the products will conform to the agreement and the specifications set forth in the offer.
2. Atmosea Pty Ltd may include links on its website to other websites that could be relevant or informative to visitors. Those links are included for informative purposes only. Atmosea Pty Ltd is not responsible for the content of any website to which it refers or for the use that may be made of it.

## 11. FORCE MAJEURE

1. In the event of force majeure, Atmosea Pty Ltd will not be obliged to fulfil its obligations towards the Consumer or the obligation will be suspended for the duration of the force majeure.
2. 'Force Majeure' means any involuntary condition preventing Atmosea Pty Ltd from fulfilling, wholly or partly, its obligations to the Consumer. Those conditions include strikes, fire, business interruption, power failure, failure of delivery or timely delivery by suppliers or other third parties hired and lack of any government permit required as well as extraordinary weather conditions. In addition, force majeure includes interruptions of any telecommunication or other network connection of the communication system used and/or unavailability of its website at any time.

## 12. INTELLECTUAL PROPERTY

1. The Consumer expressly acknowledges that all intellectual property rights of information, signs, announcements or other statements displayed in relation to the products and/or the website will vest in Atmosea Pty Ltd, its affiliated companies, its suppliers or other right holders. 'Intellectual property rights' means patent rights, copyrights, trademark rights, drawing rights, design rights and/or other (intellectual property) rights, including generic rights to databases and topography of semiconductor products or other products as well as non-patentable technical and/or commercial know-how, methods and concepts.
2. That consumer agrees to refrain from any use that infringes the intellectual property rights described in this article.

## 13. PRIVACY

1. Atmosea Pty Ltd will process the Consumer's data only in accordance with its privacy policy. A Privacy Policy is set out on the website.



## 14. APPLICABLE LAW/DISPUTE RESOLUTION

1. All offers and agreements of Atmosea Pty Ltd will be governed exclusively by Australian Law.
2. The Consumer may submit questions and/or complaints by calling Atmosea Pty Ltd's customer service on:

<https://atmosea.com.au/pages/contact>

Complaints are generally handled within one Business Day. If that is impossible for any reason, the Consumer will be informed of the length of the delay.

3. The parties will always have the right to submit the dispute to an Australian court having jurisdiction pursuant to the law.

## 15. COMPANY INFORMATION

Atmosea Pty Ltd has its registered office (headquarters) at 47 Alcon Street, Suffolk Park, Australia 2841, and is registered with the Australian Business Number (ABN) XX XXX XXX.