Product Sale Terms and Conditions

This policy is in accordance to our obligations to consumers under *Australian Consumer Law*.

Your purchase of product(s) sold on this site including but not limited to products as displayed in the web shop is governed by the following terms and conditions.

If something goes wrong we do apologise. We take every care to check everything we can to make sure that everything in the purchase process and despatch to you goes smoothly but sometimes things happen beyond our control.

These terms and condition will help manage any issues that arise.

Payment

Payment is required before any product(s) is sold and provided to you.

Payments for all products via PayPal are through PayPal third-party payment portal and are immediate at time of purchase.

Payments for all products via Direct Credit are governed by the Banks involved and may not be immediate at time of purchase. We have no control over the time taken for monies to be cleared.

Refunds

Change of mind

There is no refund for change of mind.

Damaged products

Every effort is made to deliver our quality product(s) to you in good, usable condition.

Should you receive a damaged product(s), please contact Jannie Smit within 3 days of receipt with a detailed description and photographic evidence of the damage.

Please note that Australia Post is responsible for the delivery of our products, and all product(s) can be tracked and delivery dates and timings confirmed.

Please retain all damaged product(s) for insurance purposes.

We will advise you when you contact us and we have received appropriate evidence of the damage sustained during transportation to you, of the best method of returning the damaged goods to Jannie Smit.

Therefore any claim for receipt of damaged goods will be limited to the cost of the quantity of product(s) you have ordered.

Should Jannie Smit determine that the product needs to be replaced or you have requested a replacement, Jannie Smit will arrange for replacement product(s) to be delivered to you at no cost to you.

PayPal Refunds

The PayPal payment portal has additional options for refund requests which are separate to this policy and beyond the control of Jannie Smit. Please be aware that we are not responsible for the refund policies and practices of such other sites and as such approved refunds may take some time depending on the refund processes and policy of each third party payment portal.

Cancellations

Jannie Smit reserves the right to discontinue the sale of any product at any time.

Jannie Smit reserves the right to cancel any order at any time, for any reason with a full refund.

Delivery

Jannie Smit uses Australia Post to deliver its product(s).

Delivery times will vary depending on your location.

Delivery costs will be finalised at the time of purchase.

Use of Products

Products must only be used for the purpose in which they were designed for. Jannie Smit will not be held responsible for any loss or damage arising from the misuse of products or the use of products in a manner other than that they are designed for.

Privacy policy

Jannie Smit is bound by the provisions of the *Privacy Act 1988*

Intellectual Property

All products and website content created by Jannie Smit are the property of and for the exclusive use of Jannie Smit. Individuals and organisations found to copy Jannie Smit products will be directed to the appropriate legal authorities.

Governing Law

Your use of this website and any dispute arising out of your use of it is subject to the laws of Queensland and Australia.