



## PRIVACY POLICY

This Privacy Policy governs the manner in which Neos Products collects, uses, maintains and discloses information collected from users (hereafter “Users” or a “User”) of the websites (hereafter “Site”) owned by this company. This privacy policy applies to the Site and all products and services offered by Neos Products.

### **Personal information**

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Where appropriate, Users may be asked for name, email address, phone number, mobile number, mailing address, etc. Users may also visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

### **Non-personal information**

Non-personal information may also be collected whenever Users interact on our Site. This may include the browser name, the type of computer and technical information about Users, means of connection to our Site, such as the operating system and the Internet service providers utilised and other similar information.

### **Cookies**

Like most interactive websites, our Site may use cookies to enable functionality and enhance User experience.

### **Sharing of your personal information**

We may occasionally hire other companies to provide services on our behalf, including but not limited to customer support enquiries and customer freight shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. Neos Products takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.



### **Use of your personal Information**

Use of collected personal information will include but not be limited to:

#### **Personalising User experience**

Improving customer service by using information provided by User to respond more efficiently to enquiries and support needs

Using feedback provided for improving Site, products and services

Using email addresses to send User information and updates pertaining to their orders. It may also be used to respond to inquiries, questions, and/or other requests.

If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, they may do so by contacting us via our Site. Collected non-personal information will be used internally for the purpose of monitoring website traffic and trends.

#### **Data storage and protection**

Our company takes all reasonable technical and organisational measures to protect the personal information it holds against loss, unauthorised access, use, modification or disclosure, and against other misuse. Personal information that is no longer required is destroyed or deleted in a secure manner.

#### **Privacy policy updates**

We reserve the right to make changes to this Privacy Policy at any time. We encourage you to regularly review this Privacy Policy to make sure you are aware of any changes and how your information may be used. This Privacy Policy was last updated 14th August 2014. By using this Site, you are deemed to have read and accepted this policy.

#### **Contact us**

Neos Products welcomes your comments regarding this Privacy Policy. If you have any questions about this Privacy Policy and would like further information, please contact us by any of the following means:

Call: 1300 570 282



## TERMS & CONDITIONS

### Definitions

“Seller” and “Supplier” means Neos Products except where the context requires otherwise. “Customer” means the Customer whose order for the purchase of goods is accepted by the Seller. “Customer” includes a buyer that has not dealt with the Supplier previously.

### Conditions

These Terms and Conditions shall apply to every sale contract and sale of goods between Seller and Customer. Any terms and conditions of the Customer’s order or any statement by Customer deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. Acceptance of order may be made and communicated by the Seller in writing or by other act of acceptance. No agent or distributor of the Seller has authority to add to, vary or contradict these terms and conditions.

### Prices and Goods and Services Tax (GST or VAT)

All prices are subject to change without notice. Prices may be shown either including or excluding GST or VAT, and will be clearly stated as either including or excluding GST or VAT. Where applicable the current percentage GST or VAT shall be added.

### Delivery

The Seller reserves the right to apply a freight charge where, in the Seller’s option, the cost of delivery is not covered by the current price structure.

### Passing the Risk

The risk in the goods sold shall pass to the Customer at the point of delivery which shall be the Supplier’s warehouses unless otherwise agreed. Where the goods are transported by the Supplier to the Customer’s premises, delivery shall be deemed to take place at the moment that the goods pass over the side of the vehicle in which they were transported to the Customer’s premises. The Customer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all the necessary assistance in unloading the goods at the nominated place of delivery.



Where the Customer has requested special delivery arrangements (i.e. other than Seller delivering to the premises of Customer) risk in respect of goods shall pass to the Customer upon the goods leaving the premises of the Seller. The Seller will not in any circumstances accept liability for damage, shortage or loss during transit.

#### **Title of Goods**

Goods remain the property of the Seller until payment is made in full. Where payment is tendered by cheque, payment shall not be deemed to have been received until such cheque is honoured upon presentation at the drawer's Bank. If the cheque is dishonoured the Seller reserves the right to charge the Customer for accounting and bank charges and other fees incurred by it in respect of such dishonour. If the Customer defaults in payment for goods the Seller retains the right to retrieve the goods and resell them. For this purpose the Seller, its servants or agents may enter upon the buyer's or other premises in which the goods are situated, without being responsible for any damage thereby caused.

#### **Part Delivery and Failure to Deliver**

The Seller may make part deliveries of any order unless agreed to the contrary in writing. Each part delivery shall constitute a separate contract for the sale of goods upon the conditions herein contained. Every endeavour will be made by the Seller to complete delivery within the period stated, if any, but no liability can be accepted by Seller for delay in delivery or non-delivery. Goods which have not been supplied and have been back-ordered will be marked T/F (to follow) on the original invoice for the supply of the Customer's order. All items back ordered are firm and shall not be cancelled unless agreed to by the Seller.

#### **Shortages**

All items listed on the Seller's invoice will be deemed to have been received in good order and condition, without shortage, unless the Seller is notified in writing to the contrary within seven days of the delivery date.

#### **Returns & Refunds**

Returns must be first authorised by the Seller and a Return Authority Number obtained. Returns for credit or refund can only be made within 7 days of purchase. To obtain a Return Authority Number the date of purchase and the original Invoice n° must be quoted.



Goods are to be returned freight prepaid and are to include the Return Authority Number and a copy of the original invoice. Returns may be subject to a 20% restocking fee and will only be accepted if the goods and packaging are received in an unused and original condition. Return of incorrectly supplied goods at the Seller's expense will be by the carrier of the Seller's choice. The Seller will not accept freight charges for goods returned by other means. Products specially purchased, manufactured, machined or cut to size to the Customer's specifications are not returnable.

#### **Insurance**

It is the Customer's responsibility to effect whatever insurance cover he requires at his own expense.

#### **Terms of Payment**

Cash prior to the goods leaving the Seller's warehouse unless the Customer shall have made some other arrangement with the Supplier. If the Supplier shall have granted to the Customer credit facilities, payment for all the goods sold will be within thirty (30) days from the end of the month the goods were purchased. Interest shall be payable by the Customer on all amounts overdue to the Seller at the rate of two (2) per centum per month. The Customer shall be liable for collection and legal charges incurred by the Seller pursuing outstanding amounts.

#### **Outside Interference**

The supplier shall not be liable to the Customer for any defect, loss, damage or delay whatsoever caused by strikes, lockouts, damage to or breakdowns of plant, Government interference, earthquake, civil commotion, Force Majeure or any other cause beyond the control of the Supplier.

#### **Warranty**

Goods sold shall have only the benefit of any warranty given by the manufacturer. All conditions and warranties implied by law are hereby expressly negated insofar as they lawfully can be. Goods are not guaranteed by the Supplier in any way unless guaranteed expressly in writing. Goods which are the subject of a warranty claim are to be returned to the Seller, freight prepaid, with a copy of the original sales invoice and brief written details of the fault. Before any warranty claim can be considered documentary evidence of the date of sale of the goods must be received by the Seller. Any warranty given does not cover wear and tear, abuse or misuse.



### **Liability of Seller**

Except as otherwise provided in these conditions the Seller shall not be under any liability in respect to defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in correction therewith except to the extent that any statute applicable to these conditions prevents the exclusion, restriction or modification of such conditions or warranties. Notwithstanding any other provisions of the contracts the Seller shall not be liable to the Customer for any loss of profit howsoever arising, nor shall the Seller be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss whether consequential or otherwise save as is expressly provided in these conditions. The Seller shall not be responsible for damage or fault in performance arising out of incorrect or inappropriate operation of the product by the Customer. The Customer acknowledges that the Seller gives no warranty as to the fitness of the product for the intended application of the Customer and that the Customer has relied entirely upon its own evaluation thereof. The Customer is responsible to ensure that any product is suitable for the purpose the intend using it for.

### **Variation by Customer**

Should there be any variation in details, sizes and quality, delivery instruction or any other item or matter on which the quotation or invoice is based, the Seller reserves the right to revise and amend the contract price accordingly.

### **Clerical Errors**

Clerical errors in computation, typing or otherwise of pricelist, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit/adjustment note or specification of Seller shall be subject to correction.

### **Modifications**

All modifications and amendments to these Terms and Conditions shall be in writing and it otherwise shall not be binding upon the Seller. If any of the provisions of the Contract are unlawful or invalid by reason of any applicable statute or rule of Law, then such provision shall be severed from the rest of this Contract which shall remain valid and binding on the parties.

### **Privacy Act 1998**

The Customer agrees for Neos Products to obtain from a credit reporting agency and



### **Privacy Act 1998**

The Customer agrees for Neos Products to obtain from a credit reporting agency and the trade referees a credit report containing personal credit information about the Customer and any additional information required by Neos Products. Neos Products may exchange information about the Customer with those trade referees named in the application form for a trading account or named in a consumer credit report issued by reporting agency to:

1. Assess the Customer's application
2. Notify other credit providers of a default by the Customer.
3. Exchange other information with other credit providers as to the status of the trading account, if the Customer is in default with other credit providers; and
4. Assess the credit worthiness of the Customer.

### **General**

1. If any provision of these terms and conditions becomes void or unenforceable, it will be severed from this agreement without affecting the enforceability of the other provision which will continue to have full force and effect.
2. These terms and conditions are governed by the laws of the country where it is sold and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the country where it is sold.
3. Neos Products may terminate or vary this Contract or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. Neos Products will not be liable for any loss or damage whatever arising from termination or such cancellations.

This website represents Neos Global.