

*Gas Detection (Australia) Pty Limited ABN 74 124 402 231 (trading as Gas Detection Australia and Gas Detection for Australia) provides a wide range of gas detector products that are manufactured in Australia and imported from overseas, including gas detectors (fixed and portables), calibration gas, gas sensors, controllers, visual and audio signalling and auxiliary equipment. We also service, commission and calibrate gas detection systems (Service Terms apply).*

*These Terms of Sale, our Privacy Policy, and website Terms of Use are legally binding and apply to YOU (the "Customer") in using our online shop and the supply of products and services ordered via our website, telephone and email. In these Terms, the Customer may be an individual, a sole trader, a company, a public organisation or other legal entity.*

*The Terms of Sale have been provided with your Quote, and by ordering products and services, you acknowledge that you have read, understood, and agree to be bound by these Terms.*

## Terms of Sale

### 1. Purchasing products and services

- 1.1 You may buy products and services offered online by **Gas Detection Australia** by navigating our website's catalogue and submitting a Quote Enquiry.
- 1.2 To purchase products and services via our website, you must be at least 18 years of age.
- 1.3 You confirm that you are at least 18 years of age and that all information you provide is accurate, complete, and not misleading by placing an order.

### 2. Prices

- 2.1 All prices are in Australian dollars.
- 2.2 Prices include Australian Goods & Services Tax (GST).
- 2.3 GST will be applied to all purchases delivered within Australia regardless of where the Customer is located.
- 2.4 All prices are subject to change without notice.

### 3. Payment

- 3.1 Agreed payment options, including required deposits, are included in your customised Quote.
- 3.2 Generally, the full payment for your order (including the product price and applicable delivery charges) will be deducted from your chosen payment method upon completing your order unless otherwise agreed.
- 3.3 We accept payment by bank transfers and direct payment via Invoice by credit card (Visa and MasterCard).
- 3.4 We do not retain or store credit card details.

## 4. Safety Disclaimer

- 4.1 You purchase and use products for their general description application at your own risk.
- 4.2 Please read all product descriptions and care instructions carefully to ensure you purchase and use each item for its intended purpose.
- 4.3 We have done our best to make these terms clear in each description. However, we cannot be held responsible should an item be misused or the information provided be ignored.
- 4.4 All products are dispatched with the information supplied by the Customer. We cannot be held responsible if incorrect information is supplied to us.
- 4.5 Tampering with the products, including opening detection units other than as recommended by the manufacturer, will nullify any warranty or return or repair allowed for under Australian Consumer Law.
- 4.6 All equipment must be installed within three months of purchase.
- 4.7 All gas detection units should be installed as provided in the instruction manual.
- 4.8 Where applicable, a suitably qualified technician, including an electrician, must install all equipment.
- 4.9 All gas detection units should be tested every six (6 months or as provided in the instruction manual).

## 5. Shipping and Delivery

- 5.1 You must enter the correct delivery address details at the time of ordering.
- 5.2 If your goods are returned because an incorrect address was provided, you must pay shipping costs to the correct address before we resend your item/s.
- 5.3 All purchased items will be posted on the same day if the product is purchased before noon on a weekday (unless otherwise specified).
- 5.4 Products are not shipped on public holidays and will be shipped on the next business day.  
**Shipping within Australia**
- 5.5 Domestic orders are sent via Australia Post Express so that we can track the item.
- 5.6 Shipping costs will vary depending on the size of the order.
- 5.7 Products are insured for loss in transit only.
- 5.8 Items sent by express post are scheduled for delivery within 2-3 business days.
- 5.9 International orders are sent via DHL, or the Customer may arrange for their freight forwarder (and insurance) to collect the item.
- 5.10 **Gas Detection Australia** is not responsible for shipping delays by Australia Post or third-party shipping providers.

## 6. Returns Policy

### IMPORTANT NOTICE

It is important to **Gas Detection Australia** that you are satisfied with your purchase of our products and services. Therefore, the following conditions are strictly applied to all returns and requests for refund or exchange.

- 6.1 A refund or return is not available for a change of mind.  
**Incorrect product selection**
- 6.2 An exchange may be provided for incorrect product selection, provided the correct selection item is available.
- 6.3 The Customer must pay the difference in cost of the products plus freight and replacement costs.
- 6.4 A refund or credit note will be considered where the product is faulty or damaged in transit.  
**Process**
- 6.5 All refund and return requests must be received within 24 hours of receipt of the product.

- 6.6 It must be accompanied by a detailed explanation or description of the defect or damage, including proof or photographs.
- 6.7 You must contact **Gas Detection Australia** via 07 4613 5111 or [sales@gasdetect.com.au](mailto:sales@gasdetect.com.au) with the following details:
- Full name
  - Transaction number
  - Description and photo of the faulty or damaged item(s)
- 6.8 We will contact you within 24 hours of receiving your phone call or email with instructions on proceeding further with your request.
- 6.9 Please ensure that all returned item(s) are appropriately sealed and packaged to prevent damage in transit.
- 6.10 Any damage to return items during transit will be your responsibility. We cannot accept returned item(s) that arrive damaged.
- 6.11 **Gas Detection Australia** does not accept responsibility for items posted to us by you.
- 6.12 Please use a tracked parcel service with insurance.
- 6.13 Please ensure all requested information is contained within the parcel so we can confirm the Customer's identity.
- Postage fee management**
- 6.14 **Gas Detection Australia** will reimburse you for return postage for a faulty item or where we have made an error (e.g. despatching an incorrect item) using standard Australian Post services.
- Faulty or Defective Items**
- 6.15 **Gas Detection Australia** reserves the right to inspect and assess the condition of returned merchandise before processing a refund.
- 6.16 Returns will be processed within five (5) business days from when the item arrives at **Gas Detection Australia** Office.
- 6.17 Please allow five (5) working days for your return item to be examined and a refund or credit note to be approved.

## 7. Intellectual Property and Copyright

- 7.1 All products, services, and other material on this website are the property of **Gas Detection Australia** and/or its affiliates or licensors. They are protected by copyright, trademark, and other intellectual property laws.
- 7.2 All products and services are provided for personal use by individual consumers defined under Australian Consumer Law (ACL) and commercial use in the case of businesses, corporations and other organisations.
- 7.3 You may not use any of the products and services offered by **Gas Detection Australia** in a manner that infringes any of our rights or has not been authorised by us.
- 7.4 You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the website without the express permission of **Gas Detection Australia**.
- 7.5 You may request such permission by emailing [admin@gasdetect.com.au](mailto:admin@gasdetect.com.au).
- Third-party content**
- 7.6 Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright.

## 8. Title and Risk

- 8.1 Notwithstanding the delivery of the products to you, the title of the products will not pass to you until we have processed or received payment.
- 8.2 If your payment is declined for any reason, we reserve the right to reclaim the products from your possession, custody or control, even if they have been delivered to you or moved from the delivery address.
- 8.3 We reserve the right to keep or sell the products.
- 8.4 Risk of loss, damage or deterioration to any products will pass to you on delivery.

### Purchase Money Security Interest

- 8.5 You acknowledge and agree that clause 8.1 creates a purchase money security interest in the products which we are entitled to register as such under the Personal Properties Securities Act 2009 (Cth) ("PPSA").
- 8.6 To the extent permitted under the PPSA, we each agree to contract out of the provisions listed in section 115 of the PPSA.
- 8.7 You waive your right to be provided with verification statements under section 157 of the PPSA.
- 8.8 We agree that neither of us will disclose to any third person information referred to in section 275(1) of the PPSA and that this is a confidentiality agreement for the purposes of section 275(6) of the PPSA.

## 9. Liability and warranties

- 9.1 Our products and services have guarantees that cannot be excluded under the Australian Consumer Law ("ACL").
- 9.2 You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
- 9.3 You are also entitled to have the products and services replaced if the products and services fail to be of acceptable quality, and the failure does not amount to a major failure.
- 9.4 Where we refund you the amount of your order as provided in your Agreement with us under this Terms of Sale (less any amount you have agreed we may deduct, as described in these terms and conditions), you accept such refund is the total amount of our liability to you for all circumstances relating to the refund.
- 9.5 Our liability extends only to the purchaser of the products, and no liability or warranty is extended to the resale of products.

### Warranties

- 9.6 Your product may come with a manufacturer's warranty.
- 9.7 The manufacturer's warranty is in addition to but may overlap with any rights and remedies you may have under applicable law, including any Consumer Guarantees under ACL.
- 9.8 If you are not considered a "consumer" within the meaning of the ACL, the manufacturer's warranty may be your sole remedy.
- 9.9 However, you should carefully check the manufacturer's warranty, as many manufacturers' warranties will not apply in a business or commercial setting.
- 9.10 If you want to claim the manufacturer's warranty, please contact [sales@gasdetect.com.au](mailto:sales@gasdetect.com.au). Please refer to clause 6 if you need to arrange for returning the goods to us.
- 9.11 Subject to this clause 9, and the extent permitted by law:
  - a. All terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms of Sale are excluded;
  - b. 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, damage to goodwill, loss of data (including loss of data stored on any media contained within electronic or computing products), arising out of or in connection with the products, the services or these Terms of Sale (including as a result of not being able to use the products or services or the late supply of products or services), or the need to recover, re-program or reproduce any program or data stored in or used with the products purchased from us, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise; and
  - c. our total liability arising out of or in connection with the products, the services or these Terms of Sale, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products and services under these Terms of Sale.
- 9.12 Where by law we are unable to exclude terms, guarantees, warranties, representations or conditions but can limit them to the extent permissible by law, we limit our liability for any breach, at our option, to the repair or replacement of products or payment of the cost of repairing or replacing the products or in the case of services, to resupplying the services or the cost of having the services resupplied.

- 9.13 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance or offer, Invoice or other documents or information issued by us will be subject to correction without any liability on our part.
- 9.14 Our liability extends only to the purchaser of the products, and no liability or warranty is extended to the resale of products.

## 10. Dispute resolution

- 10.1 Should a dispute arise regarding our service, we strongly encourage you to contact **Gas Detection Australia** at [sales@gasdetect.com.au](mailto:sales@gasdetect.com.au) to seek a resolution.
- 10.2 Any reasonable requests will be considered. **Gas Detection Australia** will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

## 11. Alterations

- 11.1 We may alter these terms by posting the modified version on our website from time to time.
- 11.2 You should visit the website regularly to keep updated with any alterations.
- 11.3 In the case of an alteration, the altered Terms only apply to products and services ordered via the website after the modification takes effect.

## 12. Applicable law

- 12.1 These Terms shall be construed under and governed by the laws of the State of Queensland, Australia.
- 12.2 You consent to the exclusive jurisdiction of the courts of Queensland to determine any matter or dispute which arises between you and **Gas Detection Australia**.

You are deemed to have read, understood, and agreed to our Terms of Sale by proceeding with your purchase.

**Gas Detection Australia**