



UCCELLO PURCHASE TERMS & CONDITIONS

Document No: UM-POL-004
Version: 1.0, Rev DRAFT

Uccello Marketing Pty. Ltd. (Uccello) is committed to making people's lives easier by providing elegant assistive technology.

The online ordering facility of www.uccellogdesigns.com ('the Website') is owned by Uccello Marketing Pty Ltd ('Uccello Designs') and operated by Uccello Marketing EU Ltd. ('Uccello EU')

The following Purchase Terms will apply to the purchase of any products through the Website ('the Products'). In placing your order through the Website, you acknowledge that you have read, understood and agree to be bound by these Purchase Terms. If you do not agree and do not wish to place an order, please return to our Home page.

1. PLACEMENT OF WEBSITE ORDERS

- (a) Purchase of the Products on this Website is restricted to individuals 18 years of age or older. Individuals below the age of 18 ('Minors') may have purchases made on their behalf by a parent or guardian.
- (b) Should we suffer any loss or damage as a result of a transaction entered into by a Minor, we reserve the right to seek compensation for such losses from the parents or guardians of the Minor who caused the order to be placed.
- (c) Your online order is completed once you have proceeded through the secure payment system on the Website and clicked on the 'PAY NOW' icon. Once your order has been processed, you will receive an automatic e-mail confirmation of the order.
- (d) While Uccello EU will use all reasonable endeavours to ensure that the online ordering facility on the Website will be available, accurate and error free, Uccello Designs will not be responsible or liable in any way for any interruption or discontinuance of any or all of the functionality of the Website, including, without limitation, the online ordering facility.
- (e) You should contact Uccello EU immediately should you wish to cancel any order for the Products placed through the Website. Requests for cancellation will be considered by Uccello EU on a case-by-case basis and Uccello EU will exercise its sole discretion in determining whether an order validly placed through the Website may be cancelled. Uccello Designs reserves the right to charge a cancellation fee to cover administrative costs for any orders cancelled prior to the despatch of your order.

2. PRODUCTS

- (a) Uccello EU appreciates your interest and will endeavour to make the Products available for purchase from the Website at all times. From time to time however, heavy demand, limited editions or other factors beyond the control of Uccello EU may render the Products temporarily or permanently unavailable. We will endeavour to notify you if this will affect your order in any way.
- (b) Uccello EU may, in its absolute discretion, decline to supply the Products where the Products are unavailable for any reason; an order placed through the Website has not been received by Uccello EU for any reason; or full payment for any Products has not been received by Uccello Designs from you at the time of ordering the Products.
- (c) All products and services listed on this Website are described to the best of our abilities and using the information available to us at the time. Care is taken to ensure that this information is correct, but we cannot eliminate the possibility of human error in entry of information,



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incorrect information provided to us by suppliers or distributors, or failure of suppliers or distributors to supply updated information to us. We reserve the right to change information from time to time including but not limited to pricing, specifications, descriptions, or product names without notice.

- (d) The colour of Products displayed online may vary slightly depending upon the individual user's monitor and display settings.

3. PRICES, TAX & DUTIES

- (a) Prices for the Products (including relevant delivery costs) are the amounts specified in Euro (including VAT) on the Website as at the date of purchase ('Prices'). Uccello EU reserves the right to alter the Prices from time to time by updating the details on the Website. The Prices are inclusive of initial shipping charges; unless otherwise stated.
- (b) For purchases from outside the European Economic Area we may display prices to you without VAT and/or in alternative currencies however any applicable taxes, customs, clearance duties and sales taxes, which apply to your order are to be borne by you.

4. PAYMENT TERMS

- (a) All orders made via this Website must be pre-paid before fulfilment. Orders are to be placed in Australian dollars. Where you pay for an order with your credit card, we do not store your credit card number on our servers, however it may be retained by our payment gateway provider in circumstances where this is required.
- (b) In cases where your payment for an order fails for reasons including but not limited to insufficient card credit, we cannot warrant that stock will be held until an alternate payment method is available or the original payment method made to function.

5. DELIVERY, RISK AND TITLE

- (a) Estimated delivery times will be as stated on the Website. A signature may be required for delivery to be affected. Uccello EU does not deliver to post office boxes.
- (b) Risk in the Products will pass to you upon despatch of the Products from Uccello EU premises in Rep. of Ireland. Title in the Products delivered will not be passed to you until all amounts payable by you have been received by Uccello EU in full.

6. CUSTOMER SERVICE – RETURNS, EXCHANGES

- (a) Subject to Clause 6(b), in the unlikely event that the Products you have purchased contain a manufacturing fault, or are not the same Product as described on the Website, Uccello Designs will, at its cost, replace the Products or refund your money, if the Products are returned to Uccello Marketing EU Ltd, Main Street, Ballylongford, Co. Kerry, V31 D2Y6, Ireland, within fourteen (14) days of delivery.



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- (b) Before returning a Product under Clause 6(a), you must first contact Uccello EU to provide us with details of the defect or damage concerned, your details and details of your Uccello EU product, proof of purchase and any other details that will assist us to process the return.
- (c) Returned products must be safely packed by you in their original packaging and returned in the original condition in which they were received. We will not be held liable for damage to products incurred during return shipping.
- (d) Uccello EU will exercise its discretion as to whether to issue a refund or provide replacement goods where the Products have been damaged in any way by you or returned to Uccello EU outside the Guarantee Period (dependent on the circumstances).
- (e) In all other cases, including 'change of mind', Uccello EU will exercise its sole discretion as to whether to accept returns of the Products and issue refunds, exchanges or credits. You will bear the cost of the return of the unwanted Products to Uccello EU in these circumstances and the freight costs of any exchanged or replacement goods issued to you.

7. MANUFACTURER'S GUARANTEE

- (a) Uccello EU provides a 12 month guarantee against manufacturer's faults ('Guarantee'). Should you experience a manufacturer's defect in your Uccello EU product at any time within 12 months of the date the product was dispatched to you, you may return it to us with your Proof of Purchase, in the original condition in which it was received, and we will repair or replace it with an exact model replacement, or nearest equivalent model should the original model no longer be in stock.
- (b) The Guarantee applies only to manufacturer's faults, is valid for one claim per product purchased, and is non-transferrable to any other product.

Any Uccello EU sent to you under the Guarantee will be shipped to your customer address of record as per your original customer purchase, unless notification of a new customer shipping address is provided in the return shipping correspondence.

8. LIMITATION OF LIABILITY

- (a) Except in relation to any liability which cannot be excluded at law, or which is specifically accepted hereunder, in no event will Uccello EU or Uccello Designs be liable or responsible to you for any loss or damage of any kind whatsoever (including but not limited to consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly out of your selection or use of the Products or the supply, delay or failure to supply the Products by Uccello EU or Uccello Designs.
- (b) Where legislation implies into these Purchase Terms any condition or Guarantee which cannot be excluded at law, Uccello EU's liability for breach of any such condition or Guarantee will be limited at Uccello EU's sole discretion to the replacement of the Product purchased or the cost of having the Product replaced.
- (c) Security of communications sent by electronic means cannot be guaranteed and you acknowledge and accept that information provided to Uccello EU via the internet is provided at your own risk and that Uccello EU accepts no liability in respect thereof.