## **Hire Torque Tools Victoria**

ABN: 21 329 288 134

240 Smiths Gully Rd Smiths Gully 3760

Ph: (03) 9710 1386 M: 0468 345 078

Email: info@HTTV.com.au

Web: www.HTTV.com.au



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# Hire Torque Tools Victoria - TERMS OF SERVICE

#### 1. Terms

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## 5. Accuracy of materials

The materials appearing on Hire Torque Tools Victoria website could include technical, typographical, or photographic errors. Hire Torque Tools Victoria does not warrant that any of the materials on its website are accurate, complete or current. Hire Torque Tools Victoria may make changes to the materials contained on its website at any time without notice. However Hire Torque Tools Victoria does not make any commitment to update the materials.

## 6. Links

Hire Torque Tools Victoria has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Hire Torque Tools Victoria of the site. Use of any such linked website is at the user's own risk.

## 7. Modifications

Hire Torque Tools Victoria may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

## 8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Victoria and Australia and you irrevocably submit to the exclusive jurisdiction of the courts in that State.

## **Hire Torque Tools Victoria**

## PRIVACY STATEMENT

#### WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

#### CONSENT

How do you get my consent?

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at info@httv.com.au or mailing us at: Hire Torque Tools Victoria 240 Smiths Gully Road, Smiths Gully, VIC, 3760, Australia

#### **DISCLOSURE**

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

## THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

#### **SECURITY**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

## AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

## CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

#### QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at info@httv.com.au or by mail at Hire Torque Tools Victoria

[Re: Privacy Compliance Officer, 240 Smiths Gully Road, Smiths Gully, VIC, 3760, Australia

## **INVOICES & PAYMENT PROCESS**

Payments are processed via 30 Day Credit Invoices.

30 Day Credit Application Form are available by contacting Hire Torque Tools Victoria via phone or email.

#### **CREDIT CARD PAYMENTS:**

We use eWay to process your Credit Card payments.

eWay stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

#### **DELIVERY OF GOODS**

Delivery of Goods are generally carried out by TNT Freight Transport. Within Melbourne and surrounds delivery maybe carried out by a Hire Torque Tools Victoria representative.

## **RETURNS POLICY**

Any product that is returned due to quality or failure issues will be evaluated in accordance with our Warranty procedure and dealt with accordingly.

Goods that are returned due to incorrect ordering will be subject to a restocking fee of 10% unless they are exchanged for an alternate product.

#### **TOOL WARRANTY**

Any new tool/Parts purchased from Hire Torque Tools Victoria are warranted to the original purchaser against defects in materials and workmanship for a period of (1) year from the original date of purchase. Under the terms of this warranty, Hire Torque Tools Victoria, at its option and F.O.B. either its factory or an authorized service centre, will replace or repair for the original purchaser, free of charge, any part or parts, found upon examination by Hire Torque Tools Victoria, to be defective in material or workmanship or both. If any product or part is replaced or repaired under the terms of this warranty, that product or part will carry the remainder of the warranty from the date of original calibration. We are proud to offer a 100% satisfaction money back guarantee on all purchases based on the following criteria:

## 1./ REPAIRED TOOL WARRANTY

Once a tool is beyond its new tool warranty, Hire Torque Tools Victoria., for a period of three (3) months from the date of repair, will replace or repair for the original purchaser, free of charge, any part or parts, found upon examination by Hire Torque Tools Victoria., to be defective in material or workmanship or both. If any product or part is replaced or repaired under the terms and conditions of this warranty, that product or part will carry the remainder of the warranty from the date of original repair. To qualify for the above mentioned warranties, written notice to Hire Torque Tools Victoria must be given immediately upon discovery of such defect, at which time Hire Torque Tools Victoria will issue an authorization to return the tool. The defective item must promptly be returned to Hire Torque Tools Victoria. All freight charges prepaid. When returning a tool, the reaction arm/s being used with the tool must also be returned.

#### 2./ EXCLUSIONS FROM WARRANTY

At Hire Torque Tools Victoria sole judgment, tools or accessories that have been altered, damaged, misused, abused, badly worn due to excessive utilization, lost, or improperly maintained will NOT be covered under the terms of this warranty. Tools returned without the reaction arm/s will not be covered under the terms of this warranty. Tools that have been relabelled without prior written consent of Hire Torque Tools Victoria will not be covered under this warranty. Equipment and accessories not manufactured by Hire Torque Tools Victoria. (Measuring equipment, etc.) are warranted only to the extent of the original manufacturer's warranty.

\*There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose are limited to one year from date of calibration and to the extent permitted by law. Liability for consequential damages under any and all warranties are excluded to the extent exclusion is permitted by law.