

Authorised Users

CONTACT DETAILS: Please complete the below section for each user authorised to access the above mentioned accounts. Only the Primary Account Holder can authorise nominated users to have access to their account. By entering the details below, You are authorising the relevant user(s) to have access to Your account.

Please use BLOCK LETTERS and cross (x) where applicable.

Title	First Name	Last Name	Position	Email	Phone	Mobile	Allowed To Approve Orders & Quotes	View Account Details	View Historical Documents & Statements

Terms & Conditions

1. The Sunlite Mitre 10 Online Store (the Store) is provided by Sunlite Hardware Pty Ltd (ABN 54003833716) of 452 Oxford Street, Bondi Junction NSW 2022, Australia (We, Our or Us).
2. These Terms set out the terms and conditions on which You (You or Your) may access and use the Store. These Terms apply in addition to any other terms and conditions to which You are subject in relation to the Store, including your 30 day credit account.
3. By accessing and using the Store, You accept and agree to these Terms (and any applicable Other Terms) without any limitation or qualification. These Terms constitute a legally binding agreement between You and Us.
4. In order to access the Store and its functions, You must at all times hold a valid trading account with Us.
5. We may change these Terms from time to time by posting the changed Terms on the Store. By You continuing to use the Store, such changed Terms will apply from that point forward.
6. You warrant to Us that You have the authority to enter into an agreement with Us on these Terms. 7. While We have undertaken reasonable steps to ensure that the information on the Store website is accurate and free from defect, the information may at times be out of date or include omissions, inaccuracies or other errors, for which We are not responsible.
7. Since electronic services are subject to interruption and breakdown, access to the Store is offered on an 'as is' and 'as available' basis only.
8. We reserve the right at Our absolute discretion at any time to exclude any person from inclusion to the online store or to cancel the registration of any in accordance with these Terms.LOGGING IN
9. Limited access to The Store is available to the public however to have full access You will have "logged in" by providing Your username and password on the log-in and/or authentication page of Store (this information is Your Login)
10. You must not provide details of Your Login to any other person. You must not allow any other person to use Your Login.
11. You as the Primary Account Holder acknowledge that You are solely responsible for all activity that occurs on Your account and for the maintenance of authorised Logins.
12. You will not be able to log-in if Your Trading Account is suspended.

TERMINATION

13. You may stop using the Store at any time for any reason, without notice to Us. We may terminate, disable, block or suspend Your access to the Store: a) immediately, if You breach, or We suspect on reasonable grounds that You have breached, these Terms or any Other Terms or Your Trading Account is cancelled; or b) on 7 days' notice to You, at any other time for any other reason.

GENERAL RESPONSIBILITIES

14. You are responsible for: i. all of Your activity on and in connection with the Store; ii. all of the content and details that You submit into the Store; and iii. what You access on the Store, how You interpret or use the Store and any actions You may take as a result of the Store.
15. You may not use the Store outside of Australia.

PRIVACY

16. We may collect personal information including Your name, contact details and details of Your interactions with Us and the Store.
17. We may collect, use and disclose Your personal information to (1) provide, administer, improve and personalise the Store and Our products and services; (2) process payments and refunds; (3) identify You; (4) maintain and update Our records; (5) conduct product and market research; (6) protect Our lawful interests; and (7) deal with Your concerns. We may not be able to do these things without Your personal information. For example, the functionality of the Store may be limited.
18. We may provide marketing communications and targeted advertising to You on an ongoing basis by electronic messages (eg. email and SMS), online (including websites and mobile apps), telephone and other means, unless You opt out or We are subject to legal restrictions. To opt out, simply follow the unsubscribe link or prompts in the communication, advise the caller or contact Us directly.

LINKS TO THIRD PARTY WEBSITES

19. The Store may contain links to other websites or applications owned, operated or produced by third party organisations independent of Us (Third Party Sites). The links are provided for convenience only and We have not verified and do not sponsor, endorse or approve the operators of, or any materials on (including information, products or services), those Third Party Sites.

THIRD PARTY TOOLS

20. Certain tools, devices, software programs or other features (Tools) available on or through the Store may be provided by third parties. These Tools are not Our Tools and are provided or made available as a convenience to You. These Tools are not operated by Us and We are not responsible for examining or evaluating the content, availability, accuracy, adequacy, timeliness, validity, copyright compliance, legality, decency, quality, completeness or any other aspect of these Tools.

CANCELLATION OF ACCOUNT

21. If a Member has failed to make the minimum payment specified on any Account Statement by the due date Sunlite Hardware may, at its absolute discretion suspend or cancel a Sunlite Hardware Account and the Membership of the Online Store.
22. If a Sunlite Hardware Account and Membership to the online store is cancelled by Sunlite Hardware, all monies owing to Sunlite Hardware shall immediately become due and payable.
23. Any orders pending and open will automatically be cancelled unless full payment has been received.
24. Any orders which have been specifically made to Your specification, are clearly personalised or are otherwise unique (unless the goods or services provided are faulty or not in accordance with specification) will require immediate payment.

SUNLITE MITRE 10 ONLINE STORE – TERM OF SALES

25. Warning: If You are uncertain as to Your rights under these Sunlite Hardware Online Store Terms of Sale (Online Sale Terms) or You require any explanation about them please contact Us at accounts@sunlitehardware.com.au

CONTRACT TERMS

26. These Online Sale Terms set out the basis on which We may sell products to You via Our Store, please read these Online Sale Terms carefully. These Online Sale Terms are to be read in conjunction with the Sunlite Hardware Standard terms of Sale (Standard Terms) found here: <https://www.sunlitemitre10.com.au/commercial/credit-account>
27. We intend that the terms of Our contract will also include any special agreed terms that have been subsequently discussed, confirmed and agreed in writing between You and Us.
28. If goods or services ordered via the Store are being provided by a third party, that third party's own terms and conditions may also apply to Your order. We shall inform You at the time You place Your order if third party terms and conditions apply and We shall also make a copy of these terms and conditions available to You at this time.

CHANGES TO THESE TERMS AND CONDITIONS

29. We reserve the right in Our sole discretion to modify, alter or otherwise update these terms and conditions and the content of Our web pages (including details of prices, products, services and offers) at any time.
30. Each time You place an order, You acknowledge that You have read and accept Our terms and conditions.

OFFER TO PURCHASE GOODS

31. Your offer to purchase goods / services.
32. Nothing on this website is intended to mean that We are making a legally binding offer to You to provide goods or services; instead, We are inviting You to make a legally binding offer to Us to purchase goods or services.
33. Unless otherwise stated, the prices displayed on the Store do not include GST.
34. Offers can be submitted by completing the online order form on Our website and clicking on the "PROCESS ORDER" button.

CONFIRMATION OF RECEIPT OF YOUR OFFER

35. Once You have submitted Your offer to Us, You should be presented with a confirmation email which sets out the final details of Your offer.
36. We shall also endeavour to confirm the details of Your offer by email within 24 working day hours. Please note that although this email constitutes notification of receipt of Your offer, it does not constitute Our acceptance of Your offer.

ACCEPTANCE OF YOUR OFFER & FORMATION OF OUR CONTRACT

37. Unless specifically accepted by Us as set out below, We will not be bound by any offers submitted by You via this website.
38. Our contract with You is formed only when We have accepted Your order by:- a) delivering the goods or providing the services You have offered to purchase (in which case the date of formation of the contract is the date on which We attempt to deliver the goods or perform the services); or b) if earlier, sending You notice of Our acceptance by email or by post in the form of an Order Acknowledgement (in which case the date of formation of Our contract is the date shown on that notice of acceptance).
39. All contracts shall be concluded in the English language.

REJECTION OF YOUR OFFER

40. It is entirely at Our discretion to accept or reject any offer submitted by You. Our acceptance of such offers is always subject to authorisation of Your payment details, availability of stock at the stated price and confirmation that You have read and accepted these terms and conditions by signing this agreement.

41. If for whatever reason We are unable to accept Your order, We shall endeavour to notify You of this promptly and shall provide a full refund of any prepayments made.

DELIVERY OF GOODS

42. Our Returns Policy (refer to Your Trading Account terms and conditions) applies to all purchases on Our online store.

ERRORS MADE BY US

43. Please note that colours, sizes, and measurements and other product information provided on Our website are approximate only. Whilst every effort is made to ensure the accuracy of the information, variations can occur.
44. While We try to ensure that the descriptions, prices and delivery charges displayed on Our website are correct however errors may occur. If, prior to delivery to You, We discover an error in relation to goods or services You have ordered, We will inform You as soon as possible and You will then have the option of either: a) confirming Your offer to purchase subject to the corrected description, price or delivery charge; or b) cancelling Your offer to purchase and receiving a full refund of any prepayments.
45. If We are unable to contact You (or are otherwise unable to ascertain Your preference in relation to the above two options) within seven (7) days after the expected delivery date Our contract with You shall be treated as cancelled in full.

ERRORS MADE BY YOU

46. Information that You provide to Us by using Our Store must be accurate and complete. Errors in Your offer should be corrected. You can correct such error: a) prior to submitting Your offer to Us; by re-entering the relevant information in Our online order form, using the 'BACK' button where required; or b) after You have submitted Your offer to Us; by contacting Us by email, using the contact details provided at the end of these Online Store Terms and Conditions, prior to acceptance by Us of Your offer.

OUR RIGHT TO CANCEL

47. The sale and supply of goods and services are always subject to availability of stock, and that all invoices on Your account have been paid to agreed terms.
48. In the event that We are reasonably unable to supply the goods or services which You have ordered due to circumstances beyond Our control, We will endeavour to inform You of this as soon as possible and Our contract with You will, insofar as it relates to goods or services which We are unable to supply, be treated as cancelled. Any prepayment which You have made will be refunded to You in full.
49. In the event that Your account is not within agreed terms or, payment (if required), is not authorised, We will endeavour to inform You of this as soon as possible and Our contract with You will be treated as cancelled.
50. We may cancel the contract by notice in writing to You if You are in breach of these Online Store Sale Terms, You become unable to pay Your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against You alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of Your undertaking and assets.
51. Upon cancellation, any money due to Us in respect of contract which has been cancelled shall become immediately due and payable and We shall be under no further obligation to supply goods to You, provided that where You have paid for goods in advance of Our cancellation of Our agreement, We shall, at Our discretion, supply those goods to You or cancel the supply of those goods and refund You the price paid for those goods.

CANCELLING OR CHANGING YOUR ORDER

52. Unless otherwise provided for in these Online Store Sale Terms or agreed to by Us, no cancellations or changes to orders will be accepted. Carefully check Your order details before submitting an order using the Website. If We cannot contact You about Your order, using the contact details provided by You, We may cancel Your order and refund any money paid using the same payment method as the original payment.

YOUR CONSUMER RIGHTS

53. Nothing in these Terms is intended to exclude, restrict or modify rights which You may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (Your Consumer Rights). You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.
54. If You suffer any loss in connection with the Store, You must take all reasonable steps to minimise Your loss, including notifying Us without delay if there are steps We can take to help minimise Your loss.
55. Subject to Your Consumer Rights, We are not liable: a) for any loss that was not reasonably foreseeable to You and Us; and b) to the extent that Your loss was contributed to by You or any other matter outside of Our reasonable control.

GENERAL

56. These Terms are governed by the laws of New South Wales, Australia. The courts of New South Wales, Australia (and the courts of appeal from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these Terms.
57. If You have any questions or complaints about the Store, please contact Us: Email address: sales@sunlitecommercial.com.au

58. We shall be under no liability for any delay or failure to deliver goods or otherwise perform any obligation as specified in these Online Terms and Conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond Our reasonable control.
59. All warranties relating to goods or services ordered via Our website which are not expressly stated in these Online Store Sale Terms are hereby excluded to the fullest extent permitted by law.
60. Any waiver by either You or Us of a breach of any provision of these Online Store Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Online Store Terms and Conditions.
61. You and We are, with respect to one another, independent parties. Nothing in these Online Store Terms and Conditions is intended to nor shall create any partnership, joint venture or agency.
62. We shall be entitled to transfer, sub-licence and/or assign any of Our rights and/or obligations under these Online Store Sale Terms. This will not affect Your rights under these Online Store Sale Terms.
63. You may not transfer, sub-licence or assign any of Your rights or obligations under Online Store Sale Terms without Our written consent.
64. Every provision of these Online Store Sale Terms shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.

CONSUMER GUARANTEES

65. If you believe an item is faulty, you may have rights to a remedy under the Australian Consumer Law. The Australian Consumer Law does recognise that the relevant time period may vary by product (or service) depending on the nature of the goods (or service), the price paid and any representations made about the goods (or service). Where you believe an item is faulty, it may be necessary for us to send your goods to the manufacturer or their service agent for it to be assessed within a reasonable period of time. If there is a major failure with the item, you may choose a refund, exchange or repair. If the failure is minor, we will repair the item (or, at our discretion, we may replace the item) within a reasonable time. Where an item is damaged through misuse or abnormal use, Sunlite Mitre 10 cannot provide a refund, exchange or repair. Sunlite Mitre 10 requires satisfactory proof of purchase before providing a remedy under the Australian Consumer Law.

DAMAGED IN TRANSIT

66. Please do not sign for the delivery of goods that are obviously damaged. If damage is only found upon unpacking then please contact us as soon as possible. We will then arrange for the goods to be collected and a refund or replacement item sent out to you.

NOT AS ADVERTISED/INCORRECT ITEM

67. If your order arrives and it's not what you ordered, our team will collect the goods and work with you to rectify the order. If you have not received the correct items in your delivery or not all items have been delivered according to the corresponding invoice you must advise Sunlite Mitre 10 within 5 business days of receiving the goods for the issue to be resolved otherwise we will assume that the accompanying invoice has been delivered with no issues.

CHANGE OF MIND

68. For change of mind returns or exchanges, Sunlite Hardware P/L will offer a refund or exchange within 28 days of purchase if a valid receipt is presented and products to be exchanged or returned are unused and in original packaging. Customers are responsible for the freight costs associated with returning the product to our stores. This does not apply to special orders and Bulk orders. Please refer to clause 69 for special orders.

SPECIAL & BULK ORDER POLICY EXCLUSIONS

69. Special order products and bulk orders are not covered by our standard returns policy. Change of mind returns on special orders & bulk orders are at the discretion of Sunlite Mitre 10. Restocking fees may apply. Items which need to be backordered in from a supplier cannot be returned due to change of mind. This does not effect a customers right to return under consumer guarantees.

RETURNS WITH CONTRACT PRICING

70. If a product has been ordered in bulk where quantity based pricing has been applied, an adjustment will be applied by our commercial team to your invoice if quantity pricing is no longer valid based on the remaining balance of the order.