



# Terms and Conditions

## Overview

CoolCore Safety Pty Ltd operates this store and website, including all related information, content, features, tools, products and services in order to provide you, the customer, with a positive shopping experience. The below terms and conditions, together with any policies referenced herein (these “Terms and Conditions” or “Terms”) describe your rights and responsibilities when you use our Products.

Please read these Terms and Conditions carefully, as they include important information about your legal rights and cover areas such as warranty disclaimers and limitations of liability.

## Our Products

We have made every effort to provide an accurate representation of our products and services in our online stores. However, please note that colors or product appearance may differ from how they may appear on your screen due to the type of device you use to access the store and your device settings and configuration.

We do not warrant that the appearance or quality of any products or services purchased by you will meet your expectations or be the same as depicted or rendered in our online stores.

All descriptions of products are subject to change at any time without notice at our sole discretion. We reserve the right to discontinue any product at any time and may limit the quantities of any products that we offer to any person, geographic region or jurisdiction, on a case-by-case basis.

## Orders

When you place an order, you are making an offer to purchase.

Product pricing is in AUD. We must receive and process your payment before your order is finalised. Products will not be dispatched without full payment being made.

Please review your order carefully before submitting, as we may be unable to accommodate cancellation requests after an order is accepted. In the event that we do not accept, make a change to, or cancel an order, we will attempt to notify you by contacting the e-mail, billing address, and/or phone number provided at the time the order was made.

Your purchases are subject to return or exchange solely in accordance with our Returns and Refunds Policy.



You represent and warrant that your purchases are for your own personal or business use and not for commercial resale or export.

Products will be dispatched within 2–5 business days. Delivery timelines vary based on your location. Delivery in the greater Darwin region is provided at no additional cost.

## Battery Disclaimer

Battery packs not included. No liability for third-party devices.

## Returns and Refunds Policy

We do not provide refunds for a change of mind return. Faulty goods are handled in line with Australian Consumer Law and we will work closely with you to ensure your item is refunded or replaced within 7 business days.

## Intellectual Property

Our Services, including all products are owned by CoolCore Safety Pty Ltd and are protected by Australian copyright and other intellectual property laws.

These Terms permit you to use the products for your personal and business (non-commercial) use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the products without our prior written consent.

## Feedback

We welcome your feedback and invite you to post or comment on our social media pages any comments, reviews or ideas.

We may, but have no obligation to, monitor, edit or remove Feedback that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your Feedback will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Feedback will not contain libelous or otherwise unlawful, abusive or obscene Feedback, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website.

You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Feedback. You are solely responsible for any

Feedback you make and its accuracy. We take no responsibility and assume no liability for any Feedback posted by you or any third-party.

## Warranty

Warranty is 12 months and covers manufacturing defects only and excludes misuse and general wear and tear.

## Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## Waiver

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the products constitutes the entire agreement and understanding between you and us and governs your use of the CoolCore Safety products, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## Governing Law

These Terms and Conditions and any separate agreements whereby we provide you products shall be governed by and construed in accordance with the federal and state or territorial courts in the jurisdiction where CoolCore Safety Pty Ltd is headquartered. You and CoolCore Safety Pty Ltd consent to venue and personal jurisdiction in such courts.

## Contact

Should you have any questions about our Terms and Conditions, or if you would like to exercise any of the rights available to you, please call or email us at [admin@coolcoresafety.com](mailto:admin@coolcoresafety.com) or 0400 268 012