

TERMS AND CONDITIONS

1. TERMS & CONDITIONS OF USE

By using this website you agree to the following terms and conditions. All text, data tables, images, photos, graphics and audio/video visuals displayed on this website are copyright of Alpha Energy. These files or parts of it, cannot be copied, modified, used, reproduced, transferred, uploaded or published without prior written consent of the owner (Alpha Energy Pty Ltd). The Alpha Energy logo, trademarks and tag lines displayed on this website are the property of Alpha Energy. They cannot be copied, modified, used, reproduced, transferred, uploaded or published without the prior written consent by Alpha Energy. Alpha Energy permits the user to view, electronically copy and print hard copies of product brochures and company information for personal use only. Any unauthorized use of the Alpha Energy name and trademarks or any contents of this website will be considered as a breach of Alpha Energy Intellectual Property and Copyright rights and will proceed in accordance with applicable laws. Alpha Energy reserves the right to change or edit the design and presentation of information at any time without notice.

2. CONDITIONS OF SUPPLY

i. In these the conditions “the company” means Alpha Energy Pty Ltd and the “the customer” is the company or person named on the sales order. All goods and services are supplied on the terms and conditions set out herein to the exclusion of any other representation expressed or implied. These terms and conditions prevail over any purported conditions of purchase notified by the customer. These conditions may be varied only by written variation signed by the directors of the company.

3. PRICE

- i. The price paid by the customer shall be the price as set out on the invoice in accordance with the following.
- ii. The prices shall be in AUD\$.
- iii. All prices quoted will be GST exclusive and GST will be shown as a separate item.

4. PAYMENT

- i. Payment can be made by PayPal, Visa or MasterCard.
- ii. Payment must be received before goods will be delivered.

5. DELIVERY

- i. Goods will be delivered to the address shown as per the customer instructions.
- ii. Delivery times take up to 10 working days from the date your payment is received.
- iii. Risk in all goods passes to the customer on delivery.
- iv. The company is not liable for any delay in delivery of goods.
- v. Transportation costs will be charged to the customer's account.

6. CANCELLATION

i. No order will be cancelled by the customer unless agreed to in writing by a director of the company. A cancellation fee may be charged on non stock or imported items.

7. RETURN OF GOODS

- i. The company will not accept return of goods unless agreed to in writing by a director of the company. If accepted for return, transportation costs and any restocking fee shall be borne by the customer unless
 - i) Incorrect stock has been supplied to your order
 - ii) Has been established that the delivered goods are faulty under manufacturer warranty.

8. THE COMPANY'S OBLIGATIONS AND EXCLUSIONS

- i. The customer will give the company notification of any defects of discrepancy in quality or quantity within 14 days of delivery.
- ii. The company has no liability for goods or damages caused by the use or misuse, accident or handling of supplied goods other than the manufacturer's warranty.
- iii. The company will not accept liability for damages to specifications or deviations to manufacturers specifications.
- iv. Any damages or delays due to incorrect specifications will not be the responsibility of the company.
- v. In case of shortage of supply the customer will accept replacement goods or credit not in full satisfaction.

- vi. In case of faulty or damaged goods the customer will accept replacement goods or credit not in full satisfaction.
- vii. The customer will notify the company at the earliest possible time of any faults or damages caused by the product.
- viii. The company warrants all goods for two years and services for one year from date of invoice to be free of defect in material and workmanship unless subject to use by dates or special handling requirements, all other warranties are excluded.
- ix. The company is not liable for special or consequential damages. The company's liability is restricted to repair, replacement, or credit, for defective goods or shortages in delivery.

9. DISCLAIMER

Alpha Energy Pty Ltd information included on this website is accurate at time of release. Alpha Energy Pty Ltd provides no warranty for its usefulness, and use in any manner by users and disclaims any liability for errors or omissions therein.

Alpha Energy Pty Ltd reserves the right to change or vary the design and construction of any of its products without notice. You are advised to contact Alpha Energy Pty Ltd and seek formal technical advice regarding such matters

10. INFORMATION SECURITY

Alpha Energy is committed to dealing with your customer information with high standards of information security. We use computer safeguards such as firewalls and 128 bit SSL data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only to specific employees who need it to fulfill their job responsibilities.

The security of your credit account also relies on your protection of your Alpha Energy password. You cannot share your Alpha Energy password with anyone. If you do share your Alpha Energy password with a third party for any reason, including because the third party has promised to provide you additional services such as account aggregation, the third party will have access to your account and some of your personal information and you may be responsible for actions taken by the third party using your password. If you believe someone else has obtained access to your password, please change it immediately by logging in to your account at www.alphaenergy.com.au and changing your Profile settings and also contact us right away as described in Section F below. **Alpha Energy will never ask you to send your password or other sensitive information to us in an email**, though we may ask you to enter this type of information on the Alpha Energy website. When online shopping your account details are secure and the URL will reflect this with <https://netsuite.com/s>. When checking out and paying for your online shopping the following URL reflects the will retain the security of your payments <https://www.paypal.com/au>

Any email or other communication requesting your password, asking you to provide sensitive account information via email, or linking to a website with a URL that does not begin with <http://www.alphaenergy.com/au> should be treated as unauthorized and suspicious and should be reported to Alpha Energy immediately by sending it to info@alphaenergy.com.au.