

MACS Monitoring Terms & Conditions including Shipping & Returns Policy

1. DEFINITIONS

- i. **Australian Consumer Law** means the law as set out in Schedule 2 of the *Competition and Consumer Act 2010* as amended from time to time. These Terms and Conditions are based on The Australian Consumer Law (ACL) which applies nationally and, in all States, and Territories, and to all Australian businesses.
- i. **Contract** means a contract for sale by MACS Monitoring to the Consumer of the Products incorporating these Terms and Conditions.
- ii. **Consumer Contract** means a contract for the acquisition of Products as a 'consumer' as that term is defined in section 3 of the Australian Consumer Law.
- iii. **Consumer** means the person or legal entity identified in MACS Monitoring Quotation or Invoice.
- iv. **High Risk Activities** means use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, medical life support, mass and air traffic control, weapons systems, life-support machines or any other application in which the failure of the Products could lead directly to death, personal injury or severe physical or property damage.
- v. **Order Confirmation** means formal acknowledgement of Product ordered by Consumer, sent by MACS Monitoring. **Place of Delivery** means the place designated by the Consumer and agreed to by MACS Monitoring for delivery of Product.
- vi. **Price** means the price as per MACS Monitoring Quotation and Order Confirmation and the latter will have precedence.
- vii. **Products** means the products as described in the Order Confirmation and may include MACS Monitoring products, third party products and Service Offerings.
- viii. **Manufacturer's Warranty** means the warranty protection that comes standard with purchases from MACS Monitoring as set out in these Terms and Conditions.
- ix. **Third Party Products** means products other than MACS Monitoring-branded.

2. PRODUCT DESCRIPTION

- i. MACS Monitoring includes three products designed to help minimise the damaging impacts of under and over voltages to household, business and farming electrical infrastructure e.g. cold rooms, pumps, workshop machinery, generators, white Products etc. The three products are:
 - a. **Model MAC 1-100** (Up to 100 amps/phase: single phase only. Suitable locations for the MACS 1-100 are houses, sheds, pumps, bores, offices, generators for site locations.
 - b. **Model MAC 3-50** (Up to 50 amps/phase: 3 phase only. Suitable locations for the MACS 3-50 are houses, sheds, shops, pumps, bores, offices, generators for site locations.
 - c. **Model MAC 3-80** (Up to 80 amps/phase: 3 phase only. suitable locations for the MACS 3-80 are houses, sheds, shops, pumps, bores, offices, generators for site locations.
- ii. MACS Monitoring products meet the relevant safety standards for use in Australia i.e. AS/NZS3820:2009 (Essential safety requirements for electrical equipment), AS/NZS 3100:2013 (Approval and test specification - General requirements for electrical equipment), European Standard EN60255-26:2013 (EMC radiated and conducted emissions) and meet Australian product safety laws.
- iii. The Consumer agrees to only use the Product in accordance with any manual and any specified operating conditions.
- iv. MACS Monitoring will provide Consumers with a manual for operation including technical support when the product is delivered. MACS Monitoring is not responsible for providing technical support beyond the content included in the manual. It is the Consumer's responsibility to ensure a qualified electrical

tradesperson/technician checks all cables and materials received before installation, and to power up for any loose connections which may have resulted from transit.

- v. MACS Monitoring Products are designed for specific applications and purposes to work under certain operating conditions. These are set out on the MACS Monitoring website. Consumer's use of the Product other than in accordance with any manual, operating instructions, specified operating conditions or any other information on the MACS Monitoring website may damage the Product. Such use may adversely affect the Consumer's rights.
- vi. MACS Monitoring ensures its products meet the Consumer Guarantee outlined in Australian Consumer Law, i.e. products are of acceptable quality, that is:
 - a. safe, lasting, with no faults
 - b. look acceptable
 - c. do all the things someone would normally expect them to do for the type of products and costs
- vii. MACS Monitoring products, as per Consumer Guarantees:
 - a. match descriptions made on the MACS Monitoring website, on packaging and labels, and in promotions and advertising
 - b. will match any demonstration model or sample a Consumer asked for
 - c. are fit for the purpose that the Consumer is told they would be fit for by MACS Monitoring and for any purpose that the Consumer makes known to the business before purchasing
 - d. come with full title and ownership if the Consumer uses the product as intended and outlined in the MACS Monitoring manual.
 - e. don't carry any hidden debts or extra charges
 - f. come with undisturbed possession, so no one has a right to take the Products away or prevent the Consumer from using them
 - g. will meet any extra promises made about performance, condition and quality
 - h. have spare parts available for repair if required.
- viii. MACS Monitoring will adequately pack and protect products to withstand transit.

3. PRICE AND PAYMENT

- i. All MACS Monitoring product prices are in AUD and are inclusive of GST. Prices displayed on the MACS Monitoring website are current.
- ii. MACS Monitoring reserves the right to adjust product prices from time to time to reflect fluctuations in currency exchange rates as well as internal costs of Products and/or services, manufacturer costs, and any causes beyond reasonable control.
- iii. The total price of purchase will be displayed at checkout on the MACS Monitoring website's shopping cart online. The purchase price will include the total of products, inclusive of GST, plus the shipment cost which is based on Australia Post's fee for reaching the Consumer's location. The Consumer will pay for all applicable shipping and handling charges.
- iv. MACS Monitoring engages a third-party provider, Pin Payments, to manage Consumer payments of products. Pin Payments is a reputable and secure online payment service provider with its own terms and conditions and privacy policy. [See Pin Payments' Terms and Conditions here.](#)
- v. Once the Consumer has submitted an online payment for products, a Consumer Contract exists.
- vi. After the Consumer places an order using the shopping cart online, MACS Monitoring will check all orders for validity including:
 - i. All orders must be made by an adult i.e. aged 18 years or over
 - ii. Current, complete and accurate Consumer details
 - iii. Review of the Consumer's method of payment.
- vii. MACS Monitoring will send a SHIPPING CONFIRMATION to the Consumer via email, text or call once the Consumer's order has been processed 48 hours after submitting payment online.
- viii. Should MACS Monitoring suffer any damage or other losses as a result of a transaction entered into by a minor, MACS Monitoring reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order/s to be placed with MACS Monitoring.

- ix. If there is a problem fulfilling the Consumer's order e.g. parts need to be ordered in, MACS Monitoring will email, text or call the Consumer within 48 hours.
- x. MACS Monitoring will record Consumer details for promotional purposes however, Consumer's personal details will not be shared with any other organisations.
- xi. MACS Monitoring has the right to reject or limit orders for any reason whereby MACS Monitoring judges the orders to be placed by dealers, resellers or distributors.

4. CANCELLATION

- i. If the Consumer decides to cancel their order, they need to contact MACS Monitoring within 24 hours of making their online order in order to receive a refund.
- ii. If the Consumer's order has already been dispatched, the Consumer will need to organize and pay for shipment of the product back to MACS Monitoring.
- iii. MACS Monitoring has the right to charge the Consumer an administration fee to cover any reasonable costs in respect to the cancelled order.

5. DELIVERY

- i. Payment for MACS Monitoring product/s must be made in full before physical delivery of Products.
- ii. Australia Post is MACS Monitoring's main courier. Australia Post may also engage other couriers to deliver products to the Consumer. MACS Monitoring products will only be delivered to areas within Australia. [See Australia Post's Terms and Conditions here.](#)
- iii. The Consumer pays for shipment/delivery which is included in the total price when ordering and paying for Products. Delivery costs are based on item size/weight. Remote areas, pallet deliveries and big/bulky items may attract additional surcharges.
- iv. It is advisable for the Consumer to provide a Place of Delivery address where someone can be available to accept and sign for the Products during business hours. If the Consumer, or Consumer's representative, is not in attendance upon delivery, the courier is authorized to leave the packaged product at the address e.g. front/back door.
- v. MACS Monitoring will adequately pack and protect products to withstand transit.
- vi. To the extent permitted by law, MACS Monitoring does not accept any liability whatsoever for the goods ordered and/or any loss of damage incurred by any person in relation to the Consumer's order once it has been received by the courier for delivery to the Consumer.
- vii. It is the Consumer's responsibility to contact MACS Monitoring as soon as possible should there be changes required to the Place of Delivery address. Should the product already be dispatched, the Consumer will need to pay for administration and shipment fees to resolve the delivery issue.
- viii. Any dates provided by MACS Monitoring for the delivery of the products are estimates only. The actual delivery date will be affected by factors such as clearance of payment, Consumer's location and availability of parts for the products. Delivery of products could take between 3-14 working days from when an order is confirmed. After this time Consumers are encouraged to contact MACS Monitoring (E: admin@macsmonitoring.com.au; M: 0400 867 800; Mon-Fri, 9am-5pm EST) if they have not received their product/s in this timeframe.

6. INSTALLATION

- i. MACS Monitoring products must be installed by a qualified electrical tradesperson/contractor otherwise the Manufacturer's Warranty is not applicable.

7. REPAIRS, REPLACEMENTS OR REFUNDS

- i. MACS Monitoring advises Consumers to thoroughly inspect their MACS Monitoring product/s upon delivery.

- ii. If a Consumer gets what they asked for but simply changes their mind, finds the product cheaper somewhere else, or decides they do not like the product or now have no use for it, no refund will be given.
- iii. Consumers must notify MACS Monitoring if there is a perceived minor or major issue with the MACS Monitoring product. MACS Monitoring will consider the following factors:
 - a. The time that has passed since the product was purchased and delivered as well as the following factors:
 - b. The part of the product which appears to have an issue e.g. the contactor or the printed circuit board
 - c. How a consumer is likely to have used the product
 - d. The length of time for which it is reasonable for the product to be used
 - e. The amount of use it could reasonably be expected to tolerate before the failure becomes noticeable
 - f. If the product has been modified in any way, outside of shipment-related issues
- iv. In the case of a perceived minor or major issue, the Consumer must contact MACS Monitoring and provide:
 - a. The purchase order number
 - b. An overview of the perceived minor/major issue
 - c. A photo or photos of the product parts e.g. contactor, printed circuit board
 - d. Any additional details that will help MACS Monitoring determine what has occurred.
- v. If MACS Monitoring deems the product to have a minor or major issue within the 12 month warranty period, MACS Monitoring will organise a repair, replacement or refund within a reasonable timeframe. The steps for determining which outcome will occur are as follows:
 - a. The Consumer organising a local electrical tradesperson/contractor to inspect the MACS Monitoring product to identify the product part needing repair or replacement.
 - The consumer will pay for the local electrical tradesperson/contractor's travel to the Consumer's location.
 - MACS Monitoring will pay for the local electrical tradesperson/contractor at a fixed rate and time allowed that is determined by us.
 - b. The local electrical tradesperson/contractor contacting MACS Monitoring to discuss the part requiring repair or replacement.
 - Where the part requiring repair or replacement is a MACS Monitoring-branded item e.g. the printed circuit board. MACS Monitoring will organise and pay for a new repaired or replacement part (like for like) to be shipped from MACS Monitoring back to the Consumer or the local electrical tradesperson/contractor.
 - Where the part requiring repair or replacement is a wholesaler part (i.e. not MACS-Monitoring-branded), MACS Monitoring will liaise with the local electrical tradesperson/contractor about contacting a local wholesaler to organise for the faulty part to be repaired or replaced.
- vi. If MACS Monitoring deems the product **not** to have a minor or major issue within the 12 month warranty period and the Consumer has returned the product or parts of the product, the Consumer will be required to pay all related shipment/transport costs. An estimate of these costs should be provided to the Consumer before the product is collected, and the costs must not be inflated to deter the Consumer from pursuing their claims.
- vii. A refund will only be given if the Consumer cancels their order before MACS Monitoring has sent an Order Confirmation by email or text.

8. MANUFACTURER'S WARRANTY

The Manufacturer's Warranty:

- i. States that all MACS Monitoring products will be:
 - (a) New, unused, of recent origin, of acceptable quality, fit for their intended purpose
 - (b) Inspected and tested prior to shipment and delivery
 - (c) Adequately packed and protected to withstand transit
- ii. States that all MACS Monitoring products will be free from defects in materials and workmanship affecting normal use for a period of **one year** from the delivery date.

- iii. Will not apply where product damage or defect is due to:
 - (a) Normal wear and tear
 - (b) Products being subjected to neglect, accident, contamination, damage, misuse or improper installation, removal, maintenance or application by the Consumer
 - (c) Any alteration, modification, repairs or attempts to correct a defect in the product made by persons not authorized by MACS Monitoring.
- iv. States that MACS Monitoring will repair or replace MACS Monitoring-branded faulty parts of the product e.g. the printed circuit board during the one-year warranty period, and arrange through a local qualified electrical tradesperson/contractor to get a local wholesaler to repair or replace all other faulty wholesaler-parts during the one-year warranty period. MACS Monitoring will pay for the shipment of any repaired or replacement product parts to Consumer
- v. States that MACS Monitoring will pay for a local qualified electrical tradesperson/contractor to identify any minor/major issues at a **fixed rate and time (determined by MACS Monitoring)** as organised and communicated with the Consumer. The Consumer will pay for the local electrical tradesperson/technician's travel to get to the Consumer's location.
- vi. Does not apply to:
 - (a) MACS Monitoring-branded Products purchased in an auction.
 - (b) non-MACS Monitoring branded products, supplied by MACS Monitoring and forming part of a Product; and
 - (c) Products which are not standard MACS Monitoring assemblies or configurations as defined on MACS Monitoring's published price list.
- vii. States that when a Product is repaired or replaced under the Manufacturer's Warranty, the Product will be warranted for the balance of the original Warranty period.
- viii. To claim under the one-year warranty, contact MACS Monitoring (A: PO Box 96, Caloundra, QLD, 4551; E: admin@macsmonitoring.com.au; M: 0400 867 800)
- ix. The Consumer's rights in relation to the Manufacturer's Warranty are in addition to their statutory rights as a consumer.

9. LIMITATION OF LIABILITY

- i. Any service response times stated by MACS Monitoring in the service contracts are approximate only and MACS Monitoring will not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, providing that for services supplied under a Consumer Contract the services are delivered within a reasonable time where there is no agreed date for delivery.
- ii. The Consumer will indemnify MACS Monitoring against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Consumer, its employees, agents or sub-contractors in connection with the purchase, use or performance of any MACS Monitoring products.
- iii. MACS Monitoring excludes liability for all consequential loss arising out of or in connection with the purchase, use or performance of any products by the Consumer from MACS Monitoring, including liability for loss of income, loss of profits, loss of a contract, data loss, loss of goodwill, loss of potential business, or any damage to personal property or any personal injury whether direct or indirect, or any kind, unless:
 - a) such loss could have been expected to result from a failure by MACS Monitoring to meet a consumer guarantee and such loss was reasonably foreseeable; or
 - b) where MACS Monitoring is the manufacturer or importer of the relevant products and such loss has arisen due to the relevant products having a safety defect within the meaning of section 9 of the Australian Consumer Law and further that none of the defences established under section 142 of the Australian Consumer Law apply to the relevant products.
- iv. To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by MACS Monitoring will be subject to correction without any liability on the part of MACS Monitoring.

10. FORCE MAJEURE

Neither party will be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party will be entitled to a reasonable extension of time for the performance of such obligations.

11. THIRD PARTY PROVIDERS

- i. MACS Monitoring uses third-party providers which may collect, use and disclose Consumer information to the extent necessary to allow them to perform the services they provide MACS Monitoring.
- ii. It is advisable to read third party providers' privacy policies to ensure Consumers are aware of how personal information will be handled by these providers.
- iii. Once a Consumer leaves the MACS Monitoring website or is directed to a third-party provider's website the Consumer is no longer governed by MACS Monitoring's Terms and Conditions.

12. HIGH RISK APPLICATION DISCLAIMER

The Products are not fault-tolerant and are not designed or intended for use in High Risk Activities. MACS Monitoring expressly disclaims any express or implied warranty of fitness for High Risk Activities.

13. DISPUTE RESOLUTION PROCESS

Consumers should address feedback or a written complaint to MACS Monitoring if they are unhappy about the product/s they have purchased (A: PO Box 96, Caloundra, QLD, 4551; E: admin@macsmonitoring.com.au; M: 0400 867 800)

14. INTELLECTUAL PROPERTY

- i. The MACS Monitoring products have a "Patent Application No. 2019101017".
- ii. Unless otherwise indicated and except for information directly from or links to third-party websites, all rights (including copyright) in all content, other material and compilations contained in, or used to create or support the website including text, graphics, logos, button icons, video images, audio clips and navigational and other software (collectively referred to as the Contents) are owned or controlled, and are reserved by MACS Monitoring.
- iii. The Consumer must not modify, copy, reproduce, re-publish or distribute MACS Monitoring materials in any way except with MACS Monitoring's prior written consent.
- iv. MACS Monitoring materials contain information of a general nature only. Any information or data contained within them is not intended to replace or serve as a substitute for any professional consultation or service and must not be relied upon as such.

15. GENERAL

- i. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question will not be affected.
- ii. MACS Monitoring may revise or amend these Terms and Conditions at any time at our absolute discretion by posting revised terms. You agree that if any portion of these Terms and Conditions is found to be unenforceable, the remainder of these Terms and Conditions remain in full force and effect. Any revisions will be effective immediately. By continuing to use this site after any revision becomes effective, you agree to be bound by the revised Terms and Conditions.

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