



ADELAIDE  
PACKAGING  
SUPPLIES

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## **Quality Packaging Solutions**

### **Adelaide Packaging Supplies Terms of Service / Disclaimer**

#### **General**

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Our privacy policy, which sets out how we will use your information can be found at [\(INSERT PRIVACY LINK\)](#). By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

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### **Indemnity**

You agree to indemnify, defend and hold harmless APS, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

### **Variation**

APS shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

### **Terms of Sale**

By placing an order on this website you are offering to purchase a product on and subject to the following terms and conditions and those terms and conditions at (INSERT TERMS AND CONDITIONS LINK). All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with APS you must be over 18 years of age and possess a valid credit card issued by a bank acceptable to us. APS retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be APS or may in some cases be a third party. Where a contract is made with a third party APS is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit card used to place your order and that there are sufficient funds to cover the cost of the Goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

#### **(a) Our Contract**

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by email that the Goods which you ordered have been dispatched to you. Only those Goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.

#### **(b) Pricing and Availability**

Whilst we try to ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover and error in the price of any Goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price, or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the Goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

#### **(c) Payment**

Upon receiving your order we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debited of your card shall be treated as a deposit against the value of the Goods you wish to purchase. Once the Goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of Goods you have purchased as listed in the confirmation email.



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### **Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

### **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and APS. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of APS.