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Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern elitecarsound.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to Elite Biz Pty Ltd T'as Elite Car Sound, owner of elitecarsound.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and elitecarsound.com.au's rights and obligations to each other.

LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that elitecarsound.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), elitecarsound.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

Standard Shipping

We offer a \$9.95 FLAT RATE Australia-wide shipping, no matter how many items however, some larger/heavier items may incur a higher fee which will be confirmed during the checkout procedure. Wholesale volumes are excluded from this offer.

We aim to have orders sent out within 2 business days. Shipping times to most capital and regional cities is 3-4 days however, rural areas or zones outside of the carriers normal run should expect an additional 3 business days.

Express Shipping

If you require express shipping this can be selected at checkout, we offer a \$25 FLAT RATE Australia wide shipping, however, larger/heavier items and remote areas may incur additional/higher fee which will be advised at the time of processing your order.

International Addresses

We are unable to ship to International Addresses.
Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of elitecarsound.com.au.

Out of Stock items

We carry most items listed on our website in stock although sometimes we may be waiting on stock to arrive from our suppliers. If this is the case you will be notified via email if the lead time is expected to be more than 7 business days. You can advise us if you wish to have item put on back order & wait or if you wish to cancel your order & receive a refund. We appreciate your patience in these instances.

In-Store Pickup

We offer pickup of orders placed through our website from our store Elite Car Sound located at 5 Bon-Mace Close Tumbi Umbi NSW. We will notify you by email when the order has been completed & is ready for collection.

RETURNS AND REFUNDS

elitecarsound.com.au handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

We accept most NEW and UNUSED items to be returned due to change of mind within 14 days from purchase date for a full refund less a 20% re-stocking fee and any shipping/payment processing costs which are unable to be retrieved. The returned product must be in new condition without damage to any packaging, contain all original packaging, manuals, accessories, and any other documentation as supplied from the manufacturer. The buyer is responsible for arranging & paying any costs for return shipping.

We will pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.). The balance of the refund will be processed promptly and payment made by the same method that you made payment.

To organise a return of an item, please email us at info@elitecarsound.com.au for a return authorisation prior to returning item. All refunds are made at the discretion of elitecarsound.com.au

LINKS TO OTHER WEBSITES

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DISCLAIMER

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It is your sole responsibility and not the responsibility of elitecarsound.com.au to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

YOUR PRIVACY

At elitecarsound.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information

provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers. elitecarsound.com.au's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

DISCLOSURE OF INFORMATION

elitecarsound.com.au may be required, in certain circumstances, to disclose information in good faith and where elitecarsound.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of elitecarsound.com.au. elitecarsound.com.au expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then elitecarsound.com.au will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. elitecarsound.com.au reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

WHOLE AGREEMENT

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EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph

shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

JURISDICTION

This agreement and this website are subject to the laws of NSW and Australia. If there is a dispute between you and elitecarsound.com.au that results in litigation then you must submit to the jurisdiction of the courts of NSW.