



## **Fuel Xpress Terms and Conditions of Trade**

These are the terms and conditions of trade when placing an order for products, services or both through the online store or using our app.

1.1 You agree to be bound by these Terms when you:

- (a) Use, browse or access any part of the Fuel Xpress Website; or
- (b) Place an Order through the Online Store.
- (c) Visit and / or purchase at one of our physical stores.

1.2 Fuel Xpress may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of our Website will be governed by the most recent Terms posted on the Website. By continuing to use the Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.

### **2. Orders for products, services or both through the Online Store**

2.1 By placing an Order via the Online Store you are making an offer and commitment to purchase products, services or both in accordance with these Terms. An Order is subject to acceptance or rejection by Fuel Xpress in its discretion after receipt of the Order. Provided you have not accepted delivery of the products, where possible, Fuel Xpress may in its discretion permit an Order to be cancelled, but cancellations cannot be guaranteed once any applicable payment is received for the Order. The Order cannot be cancelled by you once you accept delivery of the products.

2.2 Once you have placed an Order in accordance with these Terms you will receive an email confirming the details of your Order and receipt of payment (where applicable) (**Confirmation Email**). Where your Order is not accepted by us, your Account will be updated indicating that your Order has not been accepted. If you do not receive a Confirmation Email, please login to your Account to check the status of your Order.

2.3 Notwithstanding anything to the contrary, while we will use best endeavours to ensure that products advertised for sale on the Website are available for purchase, we may at any time following receipt of your Order accept, decline, or limit your Order for any reason whatsoever, whether or not your credit card has been charged or we have otherwise received payment from you. We will issue you with a refund if your credit card has been charged or we have received payment from you, and your Order is cancelled by us.

2.4 Fuel Xpress does not accept Orders via the Online Store originating from outside Australia.

### **3. Changes to products, services and pricing**

3.1 We may modify prices and product and service offerings at our discretion for any reason (including but not limited to changes in market conditions, product discontinuation, changes in availability, manufacturer changes, errors in advertising, and in other circumstances).

3.2 All updates and modifications to the Website including any changes to the Content, Online Store, and all product and service pricing and offerings will be subject to these Terms. Any information we provide in relation to the availability of products is a guide only and is subject to change without



notice. We will not be liable for any lack of availability of products that you may order through the Website. While we will use best endeavours to ensure that products advertised for sale on the Website are available for purchase, we cannot guarantee the availability of any product.

#### **4. Pricing**

4.1 All transactions are processed in Australian Dollars.

4.2 Prices are inclusive of goods and services tax. In all other respect's prices are exclusive of taxes, duties and charges imposed or levied in Australia in connection with the supply of goods or services.

#### **5. Payments**

5.1 Payment for an Order is made:

5.2 We only accept credit cards issued in Australia. The credit card holder must be either the billing or shipping recipient.

5.3 When paying by credit card, you authorise us to debit the amount that is payable for an accepted Order from your nominated credit card account.

5.4 If we are unable to successfully process your credit card for your Order that is accepted by us, then we may cancel your Order.

5.5 You must not pay, or attempt to pay, for Orders through any fraudulent or unlawful means.

5.6 We will provide you with a receipt at time of delivery which specifies the total fees and charges for the products in your Order.

#### **6. Delivery of Orders**

6.1 You must provide a physical delivery address where someone is likely to be available to accept the delivery of your Order during business hours. You may be required to provide proof of identification for verification checks, in accordance with our delivery terms. Should the address provided be incorrect and the goods are returned to us, you will be responsible for any additional freight cost.

6.2 Shipping costs are influenced by the amount of the product in your Order and your location.

6.3 We aim to deliver all orders, where products are in stock, within 7 days. If for any reason we are unable to deliver your order, we will notify you within 2 business days.

6.4 Claims for damage in transit, incorrect delivery or incorrect item receipt must be reported in writing within 3 days of delivery. There is no cover offered for issues reported after this time frame.