



Conditions of Purchase

Acceptance

The Tiger E-Lite website ("website") is owned and operated by Tiger Elite Pty. Ltd. (A.B.N. 18 114 251 955) ("Tiger E-Lite"). Your use of the website and purchase of any Goods/Merchandise ("Products") is conditional upon your acceptance and compliance with the terms, conditions, policies, safety instructions & guidelines, notices and disclaimers ("Terms & Conditions") set out in this website or as supplied with the Products. You should read them immediately. Your use of the website or purchase of the Products constitutes your agreement to the Terms & Conditions.

Tiger E-Lite reserves the right to amend the Terms & Conditions at any time and without notice to you. Your continued use of the website after any amendment becomes effective constitutes an agreement by you and be bound by the Terms & Conditions, as so amended.

Capacity

The Products on this website are only available for sale to individuals who can make legally binding contracts. The Products are not available to persons under the age of 18 years and to any other person who are legally prohibited from entering into binding contracts.

Customer Service Policy

We value our customers and each one is very important to us. We listen to feedback and always provide the manufacturers of our Products any information pertinent to the improvement of their Products.

We are committed to maintaining certain values for our business and list these for your perusal.

- Customer satisfaction is our priority.
- We value our ability to serve the customer and treat all equally.
- We are dedicated to the quality of our Products, our services and the way we deliver them.
- We are committed to a high standard of integrity and business ethics.

Strict Compliance - Terms & Conditions

It is a condition of purchase that customers read, accept and comply with the relevant Products' Safety Instructions, Guidelines and/or Manuals displayed on this website or as supplied with the Products. Tiger E-Lite shall not in any way be liable unless the following conditions are strictly complied with:

- The Products are installed, used and/or operated in accordance with the relevant Products' Safety Instructions & Guidelines and/or any Manual issued by Tiger E-Lite, and in accordance with generally accepted industry practices ("GAIP"). In the event GAIP and Tiger E-Lite instructions differ, Tiger E-Lite instructions will prevail; and
- The Products are not subject to any alteration, modification and/or adaptation which are not authorised, approved or recommended (in writing) by Tiger E-Lite; and
- The Products are used under normal conditions for which they are designed; and
- The Products are properly maintained and handled with the care that they may require; and
- The Products are not installed for use or in connection with any device, instrument or equipment (either separately or in combination) that is not authorised, approved or recommended (in writing) by Tiger E-Lite.

Prices

Prices of Products and any service, handling, delivery and other charges displayed on this website are current at the time of issue, but may change at any time and without notice and the Products are subject to availability. All prices quoted on this site are in Australian Dollars (AUD). There are two prices displayed for each of the Products on offer:

One price (for delivery addresses in Australia) is inclusive Goods & Services Tax (GST) applied at a rate of 10%. The other price (for customers with delivery addresses outside Australia), does not include the GST component for the particular Products concerned. To convert to your currency, please visit www.xe.com/ucc/.

Shipping Policy

We reserve the right to accept, refuse or limit your order for any reason, including, but not limited to the unavailability of Products, errors in prices or product descriptions posted on this website. Any acknowledgement of your order by us does not constitute an acceptance of your order, but is only a record of your offer to purchase a particular item at a particular price. We will process and ship your order once payment has been verified and received in full and that

Tiger E-Lite is satisfied with the integrity of the order.

Products are normally shipped via Australia Post, unless the customer requests otherwise. We offer different methods of shipping to suit your budget.

Customers in Australia: For shipping to delivery addresses within Australia, we offer two options: Regular or Fast.

Charges are based on weight, size and location. Regular shipments are sent via Australia Post Parcel Post. They take 2 – 7 days to get to you from when payment is cleared. The Fast method uses Australia Post Express Post. Orders choosing this method take 2 – 4 days from when payment is cleared. In whichever case, the customer will be responsible for the cost of shipping and/or handling.

For customers in Australia, orders to be shipped to a PO Box can only be considered if you meet the following conditions when placing your order: You must fax to us on (03) 9850 9302 copies of front and backsides of your Driver's Licence and of your Credit Card. This is required to verify your identity and to ensure that you are the authorised owner of the credit card. Failure to provide this information may result in us being unable to fulfill your order. In the event that we cannot fulfill your order or decline to do so and if you have already made payment via credit card, your payment will be refunded to you.

International Customers: We ship our Products to anywhere in the world. For International delivery addresses, we also offer two basic alternatives: Regular or Fast. Regular Shipments are sent via Australia Post Airmail. The faster method uses Australia Post's EMS International Courier Service. Charges are based on weight, size and delivery location.

Orders from International customers cannot be shipped to a Post Office Box or similar address. International Customers should be aware and are responsible for the following:

- any import requirements or restrictions, licences, duties, taxes and/or government charges that may apply to the Products in your country; and
- any additional freight, postal or other charges that may be imposed over and above what would normally be incurred (For example, Redelivery charges (if any) if no one is available at the delivery address to accept the Products when first delivered).

Handling of Orders: Orders are usually despatched within 24 hours of receipt of confirmation of payment of your order or the next business day. However, from time to time some Products may run out of stock. Our website will usually indicate if there is no stock. If one or more items are delayed (due to no stock) for more than 2 business days from when you place your order, we will contact you via email asking you for instructions on how we should proceed

with your order. It may take up to 30 days or more for some items not in stock to arrive, depending on when we placed our order with our suppliers and depending on our supplier having the item in stock. Under such circumstances, we can ship the "in stock" items (if any) to you first and the balance when it arrives in stock, but in any case, we will contact you via email asking you for instructions on how we should proceed with your order.

Title, Insurance & Risk: Ownership of the Products shall remain with Tiger E-Lite until payment is received in full. Unless otherwise agreed by Tiger E-Lite in writing, we reserve the right to dispose of, without liability or further notice, any partially-paid Products if, after a lapse of three months from when first ordered, full payment for the Products has not been received by us.

The risk in the Products purchased will, unless otherwise agreed by Tiger E-Lite in writing, pass to you upon delivery to a carrier commissioned by Tiger E-Lite to deliver the Products to you. Tiger E-Lite also does not accept responsibility for any damages, losses or liability for whatever reason arising from the following:

- Late delivery of an order;
- Cancellation of or inability to fulfill an order;

Customers are strongly advised to make the necessary arrangements with us to have your Products insured and/or registered at additional cost, when placing your order.

Refund/Return Policy:

Return Products: Any Products returned for a refund or exchange must be returned within 30 days of purchase. You must email our customer service staff at sales@tigerelite.com to obtain a Return Authority Number (RAN). We will then email or fax to you a Return (RAN) Form that must be completed by you. This completed Form must be returned to us, along with the Products being returned (in its original packaging and in a resaleable condition). It is suggested that the returned Products be shipped by Australia Post and insured for your protection. The return shipping cost will be at your expense as will the original shipping cost of the order (you are responsible for shipping & handling costs both ways).

Defective Products: In respect to defective Products and/or manufacturer's defects, please include a brief note describing the defect together with your Return (RAN) Form. We reserve the right to investigate, and test the Products (if at all possible) to establish the reason for the Products being defective. Defective Products will be replaced or refunded within 14 days of receipt of the returned Products. For Products that are deemed not defective, you will be charged a restocking fee equal to your original order's shipping & handling cost, plus 15% of that cost. You must include with your exchange/return your Return (RAN) Form or we will not process your return. Products, defective or not, that have been installed, used or operated in breach our Terms & Conditions or have been altered in any way, subject to misuse, short-circuiting or any other unauthorised use are not eligible for a refund or exchange.

Bare/Individual Lithium Polymer Battery Cells: We are unable to offer a refund on Bare Cells that have been attached, used, soldered, connected, charged, discharged or similar activity to any device, battery cell or pack, instrument, equipment, charger, discharger or motor, whether defective or not. You are strongly advised to read our Safety Instructions and Guidelines and not to purchase, install, connect, solder, charge, discharge or use these Bare Cells unless you have the experience, expertise and knowledge to do so.

Card Payments - Westpac



Westpac Australia is our merchant supplier, and SecurePay is our payment gateway. We use safe and secure methods of processing credit card transactions directly linked to the banks/credit card companies systems. If a credit card fraud has been committed please contact your bank/credit card provider immediately. Due to fraudulent behaviour we request you do not email us directly your credit card details as this is not a secure mode of communication. Please use our secure online Order Form. Alternatively, you can print out an Order Form and either post or fax it to us at Tiger ELite directly. Our fax number and our postal address are listed below.

Please also note, we will not send you an email requesting your credit card, bank account or any password or user name details. Do not give these details out unless you can verify whom you are corresponding or communicating with. This website takes precautions to protect our users' information. When you submit sensitive information via the website, we endeavour to protect your information both online and off-line. When our registration/order form asks you to enter sensitive information (such as credit card number), that information is encrypted and is protected with encryption software known as 128-bit Secure Sockets Layer (SSL). See our Privacy Policy for further details. We do not store any credit card details.

Company Contact Details

Postal: P.O. Box 1156G, Balwyn North, Victoria 3107, Australia
Fax: (03) 9850 9302 (Australia) or +61 3 9850 9302 (International)
Email: enquiries@tigerelite.com

Goods/Merchandise/Product Descriptions

Tiger E-Lite, its dealers, agents, representatives and/or its employees attempt to be as accurate as possible. However, Tiger E-Lite does not warrant that Product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a Product offered by Tiger E-Lite itself is not as described, your sole remedy is to return it in unused condition for a refund.

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Certain state or other country laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Export Restrictions

Currently, at the time of publishing these conditions, there are no known export restrictions. However, Tiger E-Lite reserves the right to refuse, without liability or giving reason, any order for delivery to any country or location as it deems fit.

Limits Of Responsibility

We accept no responsibility for any liability, loss, damage, death or injury whatsoever in connection with the installation or use of our Products or this website howsoever caused.

Disputes & Applicable Law

Tiger E-Lite shall use its best endeavours to quickly and effectively resolve any dispute in relation to your visit to this website, purchase of any Tiger E-Lite Products or these Terms & Conditions, and by visiting Tiger E-Lite website, you agree that the laws of the State of Victoria, Australia will govern any such dispute that might arise between you and Tiger E-Lite or its dealers, agents, representatives and/or its employees.

(Conditions of Purchase last updated: 16 February 2006)