

E-Commerce Terms & Conditions

For Ecoshield Performance Coatings Pty Ltd – Online Store

www.ecoshield.com.au

Document Control

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E-COMMERCE TERMS & CONDITIONS

1. Purpose

This Website is owned and operated by Ecoshield Performance Coatings Pty Ltd (ABN 24 145 575 962) (“Ecoshield”, “we”, “us”, or “our”). These Terms and Conditions govern your use of our Website and online store at www.ecoshield.com.au (“Site”).

By accessing or purchasing from our Website, you agree to these Terms, our Privacy Policy, and all applicable Australian laws.

2. Australian Legal Compliance

This Website complies with:

- Australian Consumer Law (ACL) under the Competition and Consumer Act 2010 (Cth)
 - Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs)
 - Spam Act 2003 (Cth)
 - Fair Trading Acts in each Australian state and territory
 - eCommerce and data protection regulations
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3. Use of the Website

You must use this Website in accordance with Australian law and must not:

- Misuse the Website or knowingly introduce viruses;
- Attempt unauthorised access to our server;
- Post or transmit unlawful, defamatory, or offensive content.

We reserve the right to restrict or terminate your access at our discretion.

4. Online Shop – Orders, Payment and Shipping

Orders: All orders placed through our Website are subject to acceptance and availability. Ecoshield reserves the right to cancel orders at its discretion.

Payment: All prices are in Australian Dollars (AUD) and include GST, unless otherwise stated. Payments are processed securely through PayPal or bank transfer. You confirm that you are authorised to use the chosen payment method.

Shipping: We ship to Australian addresses using trusted carriers. Estimated delivery times are provided on our Shipping Policy page and may vary depending on your location. Delays outside our control do not constitute grounds for refund.

Risk & Title: Risk in the goods passes to you upon delivery. Title remains with Ecoshield until full payment is received.

5. Returns, Refunds & Warranty

Change of Mind: We do not offer refunds for change of mind. Please choose carefully.

Damaged or Faulty Goods: If you receive faulty or damaged goods, contact us within 7 days. We may request photo evidence or return of the product.

Consumer Guarantees: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. If a product fails to meet consumer guarantees, you may be entitled to a refund, replacement, or repair.

6. Intellectual Property

All Website content (including text, images, designs, trademarks, and software) is the property of Ecoshield Performance Coatings Pty Ltd or its licensors. Content may not be copied, reproduced, or used for commercial purposes without written consent.

7. Third Party Services & Links

We may use third-party platforms for transactions, reviews, or analytics. External links are provided for convenience, but we are not responsible for the content or security of those websites.

8. Limitation of Liability

To the extent permitted by law:

- We exclude all liability for any loss, damage, or injury arising from your use of the Website or any purchased product.
 - Our liability for breach of a consumer guarantee is limited to replacement, repair, or refund as required by law.
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9. Data Privacy & Security

We are committed to protecting your privacy. All personal data is collected, stored, and used in accordance with the Privacy Act 1988 (Cth). Read our [Privacy Policy] for more information.

We use SSL encryption and secure third-party platforms to safeguard customer data. However, we cannot guarantee absolute security of electronic communications.

10. Marketing & Communications

By creating an account or subscribing to our newsletter, you consent to receiving marketing communications. You may opt out at any time by clicking 'unsubscribe' or contacting us directly. We comply with the Spam Act 2003 (Cth).

11. Dispute Resolution

If a dispute arises, please contact us to attempt resolution in good faith. If unresolved, either party may escalate the dispute through the South Australian Civil and Administrative Tribunal (SACAT) or another relevant body.


12. Governing Law


These Terms are governed by the laws of South Australia and the Commonwealth of Australia. Any legal disputes shall be resolved in the courts of South Australia.

13. Contact Details

If you have any questions about this policy or require assistance, please contact us:

 info@ecoshield.com.au

 08 8185 7148

 www.ecoshield.com.au