

Terms & Conditions

Action Arcades User Agreement

PLEASE READ THESE TERMS CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

Definition

1. "Services" hereby refers to the services offered by Action Arcades
2. "Website" or "this Website" hereby refers to actionarcades.com.au
3. "Terms and Conditions" hereby refers to the provisions outlined in this document
4. "User" hereby refers to a person who makes use of this Website in any way
5. "Customer" hereby refers to a person who orders Product(s) via this Website
6. "Product(s)" hereby refers to any products listed as shopping items on this Website
7. "Seller" hereby refers to Action Arcades

Introduction

actionarcades.com.au is a Website run by Action Arcades. The provision and use of this Website are subject to the following Terms and Conditions.

By registering as a User of the Website and/or commitment through a contractual sale you agree that:

1. you have read and understand these Terms and Conditions; and
2. you will comply with these Terms and Conditions in your use of the Website and the Services.

Terms and Conditions of Sales

By placing an order via this Website, the Customer makes an offer to purchase the Product(s). By placing an order, the Customer enters into a binding contract between themselves and Action Arcades.

By placing an order on this Website, the stock ordered by the Customer will be automatically reserved for them. This stock will be reserved for the Customer for three

(3) days. It is the Customers responsibility to make payment for the item during this time. If payment for the order has not been received after this time, the stock will be released and will no longer be exclusively reserved for the Customer.

When making an inquiry about a Product(s), the stock will not be reserved for you. Making an inquiry allows Action Arcades sales team to contact the Customer to provide further details about the Product(s).

For Products not currently in stock customers are required to make an initial payment of no less than 15% of the total purchase price in order to secure a Product. Full payment must be made once the Product(s) is ready to be shipped. This is a non-refundable deposit.

Delivery Address

During the Checkout process, it is the Customers responsibility to ensure that the correct Billing Address and correct Shipping Address are entered. Product(s) will be delivered to the delivery address provided by the Customer, the Seller is not, and shall not be held responsible for any Product(s) not received by the Customer due to incorrect Shipping Address.

Freight Options

It is the Customers responsibility to select the appropriate freight option for their Order during the Checkout process. The Seller shall not be held responsible for any problems arising from the selection of an inappropriate freight option for the Customers particular situation.

Delivery

All Product(s) will not be shipped until payment from the Customer for the Product(s) has cleared. The Seller will under no circumstance ship any Product(s) before payment has cleared. Any dates quoted by Seller for the delivery of Product(s) are estimates only and shall not form part of the contract. Seller aims to deliver promptly, however delays are occasionally inevitable due to unforeseen factors. Seller shall be under no liability for any delay or failure to deliver the Product(s) within the estimated delivery time.

Due to OH&S concerns, customers are required to be available at the point of delivery to assist the driver. Additional charges will apply if a 'two person delivery' or a 'tail gate truck' is required.

Taxes and Other Charges

The Seller will not be responsible for any tariffs, customs restrictions, customs clearance, and other applicable taxes. Please note that often there are costs associated with documents (Original Bill of Lading, Certificate of Origin, etc...) and all costs will be also be paid by the Customer.

It is the responsibility of the Customer to pay the charges levied by the authorities and observe the respective regulations of the country in which he or she receives the Product(s).

Warranty Terms

The warranty terms for each Product will appear on the product page for that particular product. Warranty terms vary for the different styles of Product(s) available.

All warranty claims are “back to base” which means that if you purchase a product from Action Arcades and it fails during the warranty period you need to return the goods or faulty item back to Action Arcades (at your cost) – Action Arcades will then repair/replace with new and return back to you (at our cost).

Images

The images related to the Product(s) in this Website may not be identical to the Product(s) as shipped to the Customer. Many images are provided as reference only, and the Seller reserves the right to supply Product(s) which do not correspond precisely to the pictures appearing in this Website, provided that the said Product(s) perform substantially the same function and are deemed similar enough as described in this Website.

Downtime

The User acknowledges and accepts that computer and telecommunications systems are not fault-free and may from time to time require periods of downtime (being periods during which the Website and the Services are not available) for the purposes of repair, maintenance and upgrading. Accordingly, Action Arcades. does not guarantee uninterrupted availability of the Website, but it shall make reasonable efforts to minimize any periods when the Website is not available. The User accepts that it shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.