# Terms & Conditions

The following are the standard Terms and Conditions as stipulated by Oceanreef Aquaculture Australia Pty Ltd. Acceptance of an order is in accordance with the following Terms and Conditions.



## 1. Terms & Conditions agreement

The return of the Order to Oceanreef via email constitutes an offer to supply the specimens indicated on same. Packing of the goods and delivery of same to the appropriate carrier constitutes acceptance of the offer by Oceanreef and the offeror waives his/her/its right to be notified of acceptance of the contract prior to shipment. Offers made by telephone are taken to be accepted on packing of goods and delivery of the same to the appropriate carrier. The offeror waives his/her/its rights to be notified of acceptance of the contract. Contracts made with Oceanreef are formed in Australia and are subject to the Terms and Conditions specified herein.

#### 2. Unavaibilities

Where specimens are ordered that are unavailable at the time of packing Oceanreef will replace unavailable specimens. with ones of a similar nature/type and cost, unless it is indicated otherwise.

# 3. Ordering

Orders will be filled to the best of our ability with specimens distributed from the stock list on a first come first serve basis. Oceanreef does not accept any responsibility for stock items being unavailable. Oceanreef does not accept any responsibility for any subsequent injury/death of any other animals due to the purchase of any specimens we provide regardless of the cause. Oceanreef advocates careful quarantine practices of all specimens purchased and is not responsible for a consignee's inability or failure to do so.

- 4. All invoices are to be paid in full via EFTPOS prior to shipping. Payments made by direct deposit must be verified by funds being in the account.
- 5. Oceanreef does not accept any responsibility for freight/courier failures, or delays or losses incurred due to handling, as this is beyond our control. Any claims to be made in this respect are to be filed by the customer with the relevant courier service.

Oceanreef coordinates freight components as part of a service and does not therefore accept any responsibility after lodgement of ordered stock with a carrier. Goods shall be consigned, unless otherwise requested by consignee, as perishable freight. Oceanreef does not accept any responsibility for any losses incurred if the shipment arrives after the scheduled arrival.

### 6. DOA

Oceanreef dead on arrival (DOA) policy will be strictly enforced. We will accept DOA claims only if Oceanreef is notified via email or phone within 12 hrs of shipments scheduled arrival. Digital images or photographs are required to process any claim and must also be received within 12 hours of the shipment's arrival. We must be able to determine from said images whether specimen/s are total DOA. No additional warranties are either expressed or implied. Oceanreef reserves the right to revoke guarantees on specific species due to their nature.

# More general information

It usually takes a minimum of an hour after flight arrival before freight is available for collection. When the cargo is collected it is important to check the 'consignment note' to see how many boxes have been sent.

Please provide the necessary information for correct labelling on your boxes, especially if you have unusual requirements for couriers etc. It is best to provide an after-hours phone number so the airlines can contact you anytime if necessary.

It is also essential that you do not rely on the airlines to contact you as they frequently don't. The responsibility falls on you to contact the airline regarding your fish arrival. It is wise where possible to phone the airport for flight arrival times before going to the airport for collection as changes to flight schedules can occur.

Oceanreef Aquaculture Australia P/L does all it can to provide flight information as accurately as possible. However, we frequently find out after the fact that changes have been made. Sometimes flights are delayed but more often the cargo handlers don't carry out the arrangements as previously indicated to us. This is totally out of our control and we thank you for your understanding of this problem in advance.

Packing Costs are as per invoice as varies on the type of packaging Placing Orders: orders can be placed via email to oceanreef@live.com.au

We keep many specimens in stock but most of the time we collect based upon what is ordered, especially for larger animals

Sometimes special requests are made for specific fish. We will try our best to provide these items from a 'wish list' however frequently such specific fish are not common and it is difficult or impossible for us to provide them.

| I have read items 1-6 of the Terms and Conditions and agree to these terms. |            |          |      |
|---|------------|----------|------|
| Signature   | Dated this | _ day of | , 20 |
| Printed Name  | _ Title    |          |      |