

Spiritland LEGAL STATEMENT - July 2008. Check the website at [www.SpiritLand.com.au](http://www.SpiritLand.com.au) for the current version from time to time.

**General Terms & Conditions** - Welcome to SPIRITLAND. SPIRITLAND and its affiliates provide their services to you subject to the following conditions. If you visit, browse, shop, or purchase at SPIRITLAND, it is deemed that you accept these conditions. Please read them fully and carefully. In addition, when you use any current or future SPIRITLAND service, visit or purchase from any business affiliated with SPIRITLAND, whether or not included in the SPIRITLAND website, these guidelines and conditions are applicable to such service, products or business.

**Payment Details** - SPIRITLAND does not operate a 'real-time' payment gateway, with all its problems and costs, but has chosen to process all payments 'in-house'. This means that when you enter your payment details into our secure shopping cart, the details are briefly stored on a hi-end encrypted secure server operated by the shopping cart provider until your details are retrieved by us, again through a hi-encryption link, then all details are deleted off that server at that time. We then do our own processing of the payment direct with our bank via our merchant account, therefore retaining full control of the transaction. Your credit card details ARE NOT stored on our computer at all, and only for a matter of a few hours on the shopping carts highly encrypted server. All this is SAFE, SECURE, COST-EFFECTIVE and EASY. Because of this simple system, problems with orders, payments or refunds can be transacted very easily and quickly.

**Privacy Statement** - SPIRITLAND has chosen to keep things simple. When you make a purchase in a shop, you do not want to be chased down the street and pressured into buying more stuff. At SPIRITLAND we do not keep your details to send you "News Letters" or advertising and NEVER pass on your details to ANYONE. Your credit card details do not even get entered into our computer and are deleted off the shopping carts encrypted server when the payment has been processed. Our shopping cart provider may hold your details up to 24 hours for the convenience of customers returning the next day to complete a purchase, but after that you will need to re-enter your details.

**Copyright** - All content included on this site, such as text, graphics, logos, button icons, images, and software, is the property of SPIRITLAND or its content suppliers and protected by Australian and international copyright laws. The compilation of all content on this site is the exclusive property of SPIRITLAND and is protected by Australian and international copyright laws. All of the company or product logos included on this site are the trademarks or registered trademarks of their respective companies, and are provided as a convenience only for their lawful use. It is the expressed intent of SPIRITLAND that any unauthorized use of the aforementioned items by the purchaser shall be the sole responsibility of the purchaser. Purchase of any product from SPIRITLAND is not an authorization for the use of any specific logo or trademark. You are allowed to use the site as a customer but not to remove anything SPIRITLAND or its affiliates owns. All pictures and information sent to SPIRITLAND becomes the property of SPIRITLAND, and can be used at our discretion for any marketing and or promotions, whether it is on-line or in print.

**Shipping Issues & Risk of Loss** - All items purchased from SPIRITLAND are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. SPIRITLAND and its affiliates are not responsible for any delays in shipping including local delivery errors or international customs issues. By ordering from SPIRITLAND, you the customer understand and agree SPIRITLAND is not to be held responsible for shipping delays or loss. Once SPIRITLAND has shipped any order out, SPIRITLAND accepts no responsibility for any issues beyond shipping departure. You, the customer have the option to insure your orders shipment. If you wish to do so, please email us for insurance rates.

**Return & Exchange Policy** - Items damaged in transit are not returnable. Any items incorrectly supplied by SPIRITLAND will be rectified at no cost to the customer - please email or phone us upon discovery. All stock items supplied by SPIRITLAND are returnable for a refund (less postage & handling) within 14 days of purchase ONLY IF THEY ARE IN THERE ORIGINAL SUPPLIED CONDITION and are suitable for immediate resale as a new item. Any items returned not in there original condition will not be replaced or refunded, and will only be returned to the owner if they pay the cost of return shipping back to themselves, and in the event that return shipping is not forthcoming within 30 days, SPIRITLAND has the right to dispose of the item/s anyway they see fit, with no recompense owed to the owner of the item/s. Any products purchased at SPIRITLAND that are 'custom' manufactured to a specific order are not returnable or exchangeable. All persons placing a 'custom' order or orders should take special care to measure and order carefully and verify the information on their orders completely before completing their orders. SPIRITLAND manufactures all products according to the information supplied by the customer. SPIRITLAND is not responsible for any spelling or typographical errors made by the customer during the ordering process.

**Electronic Communication** - When you visit SPIRITLAND or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. SPIRITLAND will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that SPIRITLAND provide to you electronically satisfy any legal requirement that such communications be in writing.

**Warranty** - While SPIRITLAND make every effort to source reliable products from our manufactures, we are unable to offer any product warranties as such. However, if you feel that the item is faulty or substandard in any way, please contact us as we appreciate feedback and may be able to sort something out over and above our legal obligations. All products are individually inspected before they are packaged and shipped. We will fix any defects before the product/products are shipped. You, as the customer, acknowledge that no warranty is provided in connection with any of the products or services described herein nor its links sites are responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to the sale of products, site-related services and or content or information contained within the site. SPIRITLAND is not responsible for any damage to the products, after the product leaves SPIRITLAND or during the installation done by you the customer. The installation instructions are by no means a guarantee in any way. In a case whereby the customer is uncertain as to the installation procedure, it is the sole responsibility of the customer to seek this information from a qualified or knowledgeable source.

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