

WARNING!

LDS descent devices are safe to use, provided they are maintained, deployed and operated according to the manufacturer's instructions. Incorrect or inappropriate use of the device could result in serious injury or death.

In accordance with our Terms and Conditions of Sale, customers are required to carefully read and apply our operating and safety instructions prior to any application or use of our products to meet operating, safety and warranty requirements.

Terms and Conditions

1.

Recitals

1.

All sales of Goods by the Seller are upon the terms and conditions contained herein.

2.

These terms and conditions are incorporated into the contract formed by the You purchasing the Goods on the Website.

3. Interpretation

1. In these terms and conditions:

1. "ACL" means the Australian Consumer Law in schedule 2 of the Competition and Consumer Act 2010 (Cth);

2. "Goods" means the products of the Seller being purchased by You;

3. "GST" means:

1. the same as in the GST Law;

2. any other goods and services tax, or any tax applying to your purchase in a similar way in substitution for the GST Law; and

3. any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.

4. "GST Law" means the same as 'GST law' in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

5. "Instruction Manual" means the instruction manual appearing on the Website (click here to see the Instructions Manual) and also provided with the Goods;

6. "Parties" means You and the Seller;

7. "Seller" means Lifeline Descent Services Pty Ltd (ACN 124 174 518);

8. "You" (and "your" has a similar meaning) means you as purchaser of the Goods; and

9. "Website" means this website belonging to the Seller offering the Goods for sale

10. Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.

11. No agent or representative of the Seller is authorised to make any representations, statements, conditions or agreements not expressly confirmed by the Seller in writing and the Seller is in no way bound by any such unauthorised statements nor shall any such statements be capable of being taken to form part of a contract with the Seller collateral to this Contract.

12. Words importing persons shall include firms and corporations.

13. Headings shall not affect the construction or interpretation of these terms and conditions.

14. Reference to any statute or act includes all statutes and acts (State or Federal) for the time being enacted amending or modifying any statutes and all regulations by-laws requisitions or orders made under any statute from time to time by any statutory public or other competent authority and any statutes or acts enacted in substitution for any such statute or act.

15. Eligibility

1. By purchasing on the Website, You represent and warrant that:

1. all required information you submit is truthful and accurate;

2. you is at least eighteen (18) years of age or the applicable age of majority in your jurisdiction; and

3. you must be located in a jurisdiction appearing in the drop-down menu.

4. Payment

1. Payment for the Goods is to be made by credit card or PayPal depending upon what methods the Seller makes available from time to time on the Website.

2. Payment by cheque, international money order, electronic funds transfer or any other forms of payment can only be made by prior arrangement with the Seller.

3. If payment is by credit card, You will be required to give a valid credit card number (VISA, MasterCard, American Express or any other credit card issuer accepted by the Seller) and associated payment information at the time You order Goods, including all of the following:

1. your name as it appears on the card;
2. the credit card type;
3. the date of expiration of your credit card;
4. billing address; and
5. any activation numbers or codes needed to charge your card.

6. Your credit card issuer agreement governs your use of your designated credit card, and you must refer to that agreement and not these terms and conditions to determine your rights and liabilities as a cardholder.

7. You agree that no additional notice or consent is required before the Seller invoices the credit card for all amounts due and payable. By providing the Seller with your credit card number and associated payment information, You agree that the Seller is authorized to immediately invoice You for all costs, fees and charges due and payable to the Seller as a result of your purchase of any Goods.

8. Acceptance of Orders

1. The Seller may decline any order received from You via the Website by written notice to the You within 7 days of receipt of the order by the Seller. Any order not declined pursuant to this clause shall be binding upon the Seller.

2. The Seller may require additional verifications or information before accepting any order.

3. Delivery of Orders and Passing of Title

1. The Seller shall deliver the Goods to the location specified by You.

2. Any delivery times made known to You are estimates only and Seller shall not be liable for any loss, damage or penalty for late delivery or non-delivery.

3. Delivery of the Goods to the carrier at the Seller's shipping point shall constitute delivery to You and You shall bear all risk of loss or damage in transit.

4. Title to the goods free of encumbrances and all other adverse interests shall pass to the You upon delivery of the Goods to the carrier.

5. Loss or damage in transit

1. The Seller is not responsible for any loss or damage to the Goods in transit. The Seller shall provide You with such assistance as may be necessary to make claims on the carrier

provided You have:

1. notified the Seller and the carrier in writing immediately the loss or damage is discovered; and

2. lodged a claim on the carrier within 5 days of the date of receipt of the Goods or within 5 days is of when the Goods would in the ordinary course have been received.

3. Price

1. This order is placed on a firm price in accordance with the price(s) listed on the Website.

2. Sales outside Australia are not subject to GST.

3. Warranties

1. The Seller warrants that the Goods are free from defects in workmanship and materials for a period of one year from the date of purchase. Subject to the conditions of warranty, if the Goods fails to operate for any reason within the warranty period and the Goods are returned to the Seller's address in Perth Western Australia (at your expense) then the Seller will repair or replace the Goods free of charge.

2. The conditions of warranty are that:

1. the Goods must be returned to the Seller with proof of purchase;
2. the Goods must not have had its serial number removed defaced or changed nor have been tampered with in any other way;

3. the Goods must be returned with the tamperproof seal intact;

4. the failure of the Goods must not be due to misuse, improper installation or other abuse; and

5. the Seller will not be responsible for damage or loss caused during shipping.

6. Exclusions

1. Apart from any warranties implied by the Competition and Consumer Act 2010 and/or the Sale of Goods Act (WA) all other warranties express or implied and whether arising by virtue of statute or otherwise are hereby excluded. Without limitation, this includes all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise.

2. The Seller shall not be liable (in contract or in tort) for physical or financial injury, personal injury, property damage, loss or damage of any nature whatsoever (including but not limited to) incidental, consequential or special loss or damage of any kind. This applies whether any loss or damage arises out of:

1. the supply, assembly, installation or operation of the Goods;

2. the Seller's negligence in any way whatsoever;

3. the performance of the Goods;
 4. breach of these terms and conditions or any fact matter or thing relating to the Goods;
- and
5. any error in information supplied to You before or after the date You use the Goods.

6. Your use of the Goods

1. The Goods are only to be used for the purposes and in the manner specified in the Instruction Manual.
2. You expressly represent and warrant to the Seller that the You will:
 1. properly test, use and store the Goods as specified in the Instruction Manual;
 2. obtain experienced and qualified advice and assistance as to installation of anchor points from which the Goods may be used;
 3. properly instruct any potential user of the Goods in accordance with the Instruction Manual;
 4. assume the responsibility to verify any potential hazards and to research potential hazards in relation to the installation of anchor points from which the Goods may be used; and
 5. not misuse the Goods in any manner.

6. Your Indemnity

1. You indemnify and holds harmless the Seller, its employees, agents, successors, officers and assigns from and against any suits, losses, claims, demands, liabilities, costs and expenses (including solicitor and accounting fees on a full indemnity basis) that the Seller may sustain or incur as a result of any claim against the Seller. This applies to any claim based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by:
 1. You, your officers, agents, employees, successors or assigns; and
 2. Your customers, end users or any other third parties,
 3. arising,
 1. out of directly or indirectly the use of the Goods or by reason of the your failure to perform your obligations contained herein; or
 2. from any false, misleading or deceptive representation or statement made by the You in respect of the Goods to any person.

3. You shall promptly notify the Seller in writing of You becoming aware of any accident, or incident involving the Goods which results in personal injury or damage to property and You shall fully cooperate with the Seller in the investigation and determination of the cause of any such accident and shall make available to the Seller all statements, reports and tests made by the You or made available to You by others. The furnishing of such information to the Seller and any investigation by the Seller of such information or incident report shall not in any way constitute any assumption of any liability to any such accident or incident by the Seller.

4. Limitation of liability

1. In the event that the Goods supplied pursuant to these conditions are supplied to the customer as a 'consumer' of goods within the meaning of that term in the ACL as amended and/or similar State legislation the consumer will have the benefit of certain non-excludable rights and remedies in respect of the Goods and nothing in these terms and conditions excludes or restricts or modifies any condition warranty right or remedy which pursuant to the ACL or similar legislation is so conferred. However, if the Goods are a product not ordinarily acquired for personal domestic or household use or consumption to the extent permitted by s.64A ACL the liability of the Seller is hereby limited to in the case of the Goods, any one or more of the following:

1. the replacement of the Goods or the supply of equivalent goods;
2. the repair of the Goods;
3. the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
4. the payment of the cost of having the Goods repaired.

5. The Seller's liability to a supplier to the extent permitted by s.276A ACL is expressly limited to a liability to pay an amount equal to:

1. the cost of replacing the Goods;
2. the cost of obtaining equivalent Goods; or
3. the cost of having the Goods repaired,

whichever is the lowest amount.

4. Force Majeure

1. If by reason of any fact circumstance matter or thing beyond the reasonable control of the Seller, the Seller is unable to perform in whole or in part any obligations under these terms and conditions the Seller shall be relieved of that obligation under these terms and conditions to the extent and for the period that it is so unable to perform without any liability to You whatsoever or howsoever arising.

2. Acknowledgement

1. You acknowledge that the Seller does not promise that facilities for the repair of the Goods or that for parts for the Goods are or will be available.

2. Severance

1. Should any one or more provisions of the contract to which these terms and conditions form part be determined to be illegal or unenforceable all other provisions of the contract and these terms and conditions shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

2. Entire agreement

1. The contract formed by use of the Website (including these terms and conditions) is the complete and exclusive statement of the contract between the parties hereto and supersedes all proposals, representations or prior agreements, oral or written, and all other communications between the parties with respect to the subject matter of this contract. This contract may not be varied in any way except in writing signed by the parties.

2. Communications

1. All notices or other communications under these terms and conditions shall be deemed to have been duly served if sent by pre-paid post or delivered to the party concerned at that party's address shown in this Contract or such other address as either party may advise in writing to the other.

2. The communications between You and the Seller uses electronic means, whether by visiting the Website or e-mails.

3. For contractual purposes, You:

1. consent to receive communications from the Seller in an electronic form to the e-mail address provided by You; and

2. agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Seller provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

3. Governing Law

1. This contract shall be governed by, take effect and be construed in accordance with the laws in force in Western Australia not including the 1980 United Nations Convention on Contracts for the International Sale of Goods.

2. The parties agree to submit to the exclusive jurisdiction of Courts of Western Australia.

3. If for any reason whatsoever clause 20.1 is held to be ineffective then this contract shall be governed by, take effect and be construed in accordance with the laws in force in the

country of residence of the Seller at the time of making this contract.

4. Each party waives any right:
 1. to object to an action being brought in the Courts of Western Australia;
 2. to claim that any action brought in the Courts of Western Australia in an inconvenient forum;
 3. to claim that the choice of governing law of this contract is other than a bona fide selection of governing law;
 4. to claim the application to this contract of any laws of other than Western Australia as mandatory rules; or
 5. to claim that the courts of Western Australia do not have jurisdiction.

6. The laws of any jurisdiction other than Western Australia shall not apply to this contract including any laws that may otherwise be considered to be mandatory rules.

7. If for any reason whatsoever the preceding clause is held to be ineffective then any consideration given to the mandatory provisions of the law of Australia or Western Australia even if the contract is governed by foreign law will only be taken account of to the extent that the mandatory provisions of the law are universally recognized and provided its application appears reasonable in the context of international trade.

8. The parties are aware that legislation exists in Western Australia that would govern this contract if the proper law of the contract was Western Australia and agree that the selection of the governing law has been made in full knowledge and understanding that the selection of the law of Western Australia to govern this contract.

Electronic Communications

9. The parties agree that for all purposes all electronic communications between the parties are deemed to have been received by the receiving party at the location of the Website in Western Australia, irrespective of where such electronic communications may in fact be received.

Indemnity

10. You hereby agrees to indemnify and keep indemnified the Seller in respect of any claim loss damage or costs (including all legal costs as between solicitor and own client) penalties or expenses of whatever nature made against or incurred or suffered by the Seller:

1. in any legal proceedings brought by You other than in the Courts of Western Australia; or
2. in any legal proceedings brought by You in any court proceedings raises issues that have been waived in accordance with clause 20.4.

