

## **MK1 – Terms and Conditions of Sale**

Please read these **Terms and Conditions Of Sale** carefully before using our site. By using the Magik Rowing buy online site, you are agreeing to be bound by the following terms and conditions. If you choose not to be bound by the terms and conditions, Magik Rowing does not grant you the right to use the buy online site and you must not use this site.

### **1. Variation**

MAGIK ROWING may vary these terms at any time. Any variations become effective on posting. By continuing to use the site after the terms have been varied you agree to be bound by the variation.

### **2. Use and Copyright**

You may use the site and the information contained within it for your own personal and non-commercial reference only.

The information contained within this site (including programming scripts, graphics and logos) are copyright of MAGIK ROWING. You may make any copies of any information reasonably incidental to your viewing of the site and may retain a single permanent copy for your personal reference.

### **3. Trademarks**

The trademarks appearing on this site are primarily trademarks of Mr. Antoine Sakellarides.

The **MK1** oarlock is protected by an **International Patent** under the Nr. **PCT-AU-2004-000878**

Magik Rowing will take legal action against any infringement which is undertaken intentionally and for commercial purposes. Infringers will be heavily prosecuted in their own country with sanctions including seize or destroy of the stocks of the infringing goods, compensation for legal costs, criminal proceedings with imprisonment and/or heavy monetary fines.

Other trademarks displayed on the site are trademarks of their respective owners.

### **4. Privacy**

Magik Rowing respects your rights to privacy under the Privacy Act 1988 (Cth) and is required to comply with the national privacy principles in respect of the collection of personal information from individuals.

On our website, you can order Products. The sort of personal information that may be collected from these pages includes your name, address, email address, telephone number, fax number, and credit card information. We can not access or view those credit card details as they are processed directly by the bank payment gateway.

We may use your information to enable us to fulfill any online orders you may place, to send you our newsletter by email or to keep you up to date with new Products and special offers by email.

We will not without your prior consent disclose personal information collected about you on this website to any other party except in the case of our carriers to whom we supply your name and address details, as well as any particular delivery instructions you have given us.

We do not sell or rent any Customers lists.

Please note that while Magik Rowing uses its best endeavours to protect all such information at all times, we cannot be held responsible for unauthorised access to the information.

Memory cookies are used on the site with the sole purpose of speed up access and upload of pages. If cookies are not enabled on your browser, you will get an error message advising of this.

### **5. Security**

We consider the security of your information to be of paramount importance. When you confirm an order, your payment will be processed through a secure server using SSL 3.0 (Secure Sockets Layer) 128 bit encryption technology.

The following indicates that you have entered a secure session and will be present when you are requested to enter your credit card details:

1. the “https” in place of the usual “http” in your browser address box

2. the small padlock at the foot of your browser:

We can not access your credit card details as they are processed directly by our bank payment gateway. The bank provides a Payment Record to the Customer.

## **6. Payment Options**

### **6.1. Credit Cards**

Magik Rowing accepts payment with the following credit cards:

- MasterCard
- Visa
- American Express

### **Fax through your order**

If you would prefer to place an order by fax rather than by submitting your credit card details over the Internet, you may fax your credit card number on our direct fax line to+ 61 2 9984 9865.

Please print the fax-back order form, complete it, and fax it to us.

### **6.2. Cheques and Money Orders**

As you check out through our shopping pages, you may indicate that you will be paying by cheque or money order. We will hold your order until we receive your payment.

We accept bank cheques or money orders for Australian orders only.

If you choose to pay by cheque, select Pay by Cheque on the Payment page. Make your cheque payable to MAGIK ROWING, write your name and order number on the back of the cheque, and send it together with a copy of your order to:

Magik Rowing  
PO Box 735  
Dee Why NSW 2099  
Australia

When we have received your cheque (or money order) payment, your order will be processed and the Products dispatched.

## **7. Returns**

We will accept returns and offer refund or exchange up to 30 (thirty) days after invoice date.

Returns for reasons other than manufacturing default and dispatching errors will be refunded excluding shipping costs.

For any refund or exchange, please note that the Products must be sent back in their original packaging. Please wrap the Products securely, enclose your original tax invoice, and return the Products to:

Magik Rowing  
PO Box 735  
Dee Why NSW 2099  
Australia

Returned Products must be received by Magik Rowing in as-new or as-shipped-by-Magik Rowing condition.

For further information, please call +61 2 9984 8545 or email [warranty@magikrowing.com](mailto:warranty@magikrowing.com).

## **8. Order Cancellation**

If necessary, you may cancel all or part of your order, provided you contact us before your order has been dispatched. We will refund the total value of your order minus a 50% cancellation fee calculated on the total value of your order.

## 9. Delivery Information

From January 1st 2005, delivery charges are as below:

QUANTITY	Boxes	AUSTRALIA	OVERSEAS
up to 4 oarlocks	up to 2	\$6	\$19
6 to 8	3 to 4	\$10	\$32
10 to 16	5 to 8	\$11	\$58
18 to 20	9 to 10	\$11	\$66
22 to 28	11 to 14	\$12	\$85
30 to 36	15 to 18	\$12	\$102
38 to 48	19 to 24	\$14	\$125

Orders to be delivered within Australia, once sent, should be received within 5-10 days. International orders should be received within 10-21 days of sending.

## 10. Pricing & GST

Note that from July 1, 2000, the total price will include GST, at the rate of 10%, for Australian Customers only.

Customers shall bear all country, provincial, government, state and local import levies/taxes where applicable.

## 11. Warranty

Unless specified otherwise and in addition to any rights the Customer may have under statute, Magik Rowing warrants to the Customer that MK1 branded Products, will be free from defects in materials and workmanship affecting normal use for a period of one year from invoice date ("Standard Warranty").

This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence, or any attempt by any person to adjust or repair the Products.

During the one-year period beginning on the invoice date, Magik Rowing will replace Products returned to Magik Rowing's facility. Magik Rowing will ship the replacement Products to Customer.

For manufacturing default we will refund the total value of the Products including the shipping costs.

For errors made on Products shipped we will refund the refund the Customer's shipping back costs and exchange the Products.

For any refund or exchange, please note that the Products must be sent back in their original packaging. Please wrap the Products securely, enclose your original tax invoice, and return the Products to:

Magik Rowing  
PO Box 735  
Dee Why NSW 2099  
Australia

Returned Products must be received by Magik Rowing in as-new or as-shipped-by-Magik Rowing condition.

## 12. Limitation of Liability

Under the Act, where implied conditions and warranties cannot be excluded, Magik Rowing liability for breach of such conditions and warranties shall be limited to the replacement of the Products or the supply of equivalent Products; the repair of such Products; the payment of the cost of replacing the Products.

## 13. General Provisions

If any part of this agreement is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect. This agreement is governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.