

Terms and Conditions

Please read the terms and conditions before ordering any product or service with PureZone Healthcare. The use of our website and/or acceptance of any quote indicates you have read and agreed to the terms and conditions outlined below.

Please note the following relevant terminology that apply to these Terms and Conditions and any additional Agreements:

- “Buyer”, “You”, “Your” and “Yourself” refers to you as the person accessing this website or purchasing from PureZone Healthcare;
- “Seller”, “Our”, “Ourselves”, “We” and “Us”, refers to PureZone Healthcare;
- “Party”, “Parties”, or “Us”, refers to both you and us, or either you or us.

The use of these terms or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore the same.

The products and services published on this website are only available within Australia unless indicated otherwise.

Website Terms and Conditions

Privacy

Your privacy is important to PureZone Healthcare. Please refer to the Privacy Policy on our website as to how your personal information is used and protected. This includes information provided to us by you or collected by cookies on our website.

Notification of changes

These terms and conditions and our privacy policy may undergo changes as we see fit and we reserve the right to update these. Your continued use of our website signifies your acceptance of any changes. Changes to our privacy policy or terms and conditions will be published on our website. We require you to review the terms and conditions and our privacy statement regularly so you remain aware of any changes.

Website availability and accuracy

Redistribution or republication of this website or its content in any form is prohibited without our written consent. Access to the website is provided to the best of our ability but we cannot guarantee that it will be uninterrupted, timely, or error free at all times. Through your use of this website you indemnify us, our employees, agents, and affiliates against any loss or damage, in whatever manner, howsoever caused.

Copyright notice

Intellectual property rights and copyright exist on all our text appearing on this website and in any other form of literature published by us.

Links from this website

Any content on websites linked from this website to external parties are not monitored or reviewed by us. Any information, materials or opinions appearing on these external pages are not necessarily shared or endorsed by PureZone Healthcare. We are not responsible for the privacy practices or content on these websites and we encourage users to review the privacy policies of these websites. You should additionally evaluate the security and trustworthiness of these websites before sharing your personal information. We do not accept any responsibility for any loss or damage resulting from your disclosure to third parties of personal information.

Communication

We may communicate with you via our website, email, telephone, post, or in person. You can find our contact details on our website, via our literature (including brochures and pamphlets) or through our published phone numbers. We may contact you regarding any important updates to our terms, products, or your orders.

Quote Terms and Conditions

The acceptance of the quote by the buyer is an acceptance of the terms and conditions outlined by PureZone Healthcare. If more than one buyer has entered into an agreement with the seller for the goods and services, all buyers are equally liable for the payments of the agreed upon price. These terms are legally binding upon acceptance and can only be altered or revoked with permission from PureZone Healthcare.

Payment and prices

Prices provided on the website for services, products, delivery or installation, or via a personalised quote are accurate at the time of issue but may change at any time and are subject to availability. The price is determined by the seller's quotation and the buyer will be informed through documentation provided such as order forms, invoices or other documentation. The quoted price is binding for thirty (30) days after the date of quotation.

In the event that the seller or an authorised agent, contractor, or employee has not inspected the site, the quote is not binding for installation of the goods. If additional work is discovered by the seller to be necessary that exceeds the initial quote, the seller will seek confirmation from the buyer to proceed and a quotation variation form will be provided. Payment variations will be due at the same date as the rest of the payment.

On acceptance of the quote an upfront payment of 50% must be made with the final 50% paid on completion of the job. The installed PURE ZONE product remains the property of PureZone Healthcare until the invoice is paid in full.

In the event that the invoice is not paid by the agreed upon date, the buyer is responsible for any additional costs associated with recovery of outstanding amounts such as legal assistance or costs incurred by the seller to its collection agency. Any interest accrued on overdue accounts is the responsibility of the buyer. The seller is not responsible for any loss or damage experienced by the buyer in these events.

If payment has not been received following written or verbal demand for payment, the seller remains the owner of any purchased goods/services still in their possession and may request in writing the return of any goods/services that the buyer has already obtained.

Installation Terms and Conditions

The buyer agrees to pay the seller the remaining amount owed upon completion of the installation. GST conditions will be applied to any relevant goods and services. The buyer is financially and personally responsible for arranging any necessary licenses and government consents and approvals for the installation. They are also responsible for obtaining any further approvals, permits, or permissions for the seller to fulfil its obligations.

PureZone Healthcare does not take responsibility for any damages caused by this product during installation or removal. In the event that incorrect measurements or specifications were provided by the buyer, the seller takes no liability for goods manufactured based on these measurements and the buyer will be responsible for any additional costs relating to the alteration of the goods.

The buyer should inspect the goods upon delivery and installation and notify PureZone Healthcare of any alleged defects or failures to complete the quotation. The seller must then be given reasonable time to access the site to confirm the alleged defects. If the buyer fails to give such notice, the goods and services are deemed to be compliant with those ordered and without defects.

Once delivered all risk passes to the buyer.

Termination of contract

The seller may cancel the agreement at any stage before delivery by giving written notice to the buyer. Any loss or damage experienced by the buyer due to this is not the responsibility of PureZone Healthcare and they will not be held liable. Any funds paid for undelivered services will be refunded in their entirety.

The buyer may cancel the agreement with permission from the seller. No refunds will be offered for any service deemed to have begun and is currently underway. Any monies that have been paid for unused services will be refunded. In the event the buyer cancels the agreement they are held liable for costs incurred by the seller such as restocking fees. The buyer does not have the right to cancel the contract or seek compensation for any misrepresentation or misunderstanding made by the seller.

Force majeure

Neither party is liable to the other for any failure to complete any obligations or the termination of an agreement or contract entered into due to an event that is beyond the control of such party. This includes but is not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, pandemic, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or human made eventuality outside of our control that could not have been reasonably foreseen.

If either party is affected by such an event they must inform the other party and should use all reasonable endeavours to comply with the terms and conditions of any relevant agreements.

Care Terms and Conditions

Any damage to the product through incorrect use or care remains the responsibility of the Buyer. This product is not a substitute for cleaning. Please refer to the technical data sheet available on our website for cleaning recommendations for the PURE ZONE product. Any damage caused to the product or individuals by incorrect cleaning or care is not the responsibility of PureZone Healthcare.

Warranty

In the event that PureZone Healthcare has not manufactured the goods, they accept no liability for the goods (except for workmanship associated with supplying and installation). All goods supplied are covered by a thirty (30) day warranty against defects or problems that arise from installation. If PureZone Healthcare agrees that a warranty claim is eligible by the buyer, PureZone Healthcare's liability is limited to replacing or repairing the goods (at PureZone Healthcare's discretion). Any cost of returning the goods for a warranty claim is the responsibility of the buyer.

Conditions of Warranty

PureZone Healthcare's warranty is not applicable if:

- The buyer fails to follow instructions issued by PureZone Healthcare in relation to proper use or care of the goods,
- The goods continue to be used following a known defect by the buyer or a reasonable person,
- Defects or faults occur from reasonable wear and tear in use,

- The defect or fault occurs as a result of an event or circumstance beyond the control of either party,
- There is a delay in replacing or repairing the product covered by the warranty,
- Changes are made to the goods without PureZone Healthcare's knowledge and consent.

Exclusions and limitations

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, we exclude:

- Any representations and warranties on this website or in published content that is made by a third party or affiliates,
- Any liability for damages that may arise from your use of this website, including but not limited to damage caused to your computer software, systems or programs.

We do not exclude liability in the event of death or personal injury caused by our negligence.

All quotations issued by, and all sales of goods made by, PureZone Healthcare shall be subject to these Terms and Conditions, which shall prevail and be effective notwithstanding any inconsistent or additional terms contained in any purchase order or other document submitted by Buyer. Under no circumstances shall any such inconsistent or additional terms be considered a part of these Terms and Conditions and such inconsistent or additional terms are hereby rejected unless expressly accepted in writing by an authorised officer of PureZone Healthcare. These Terms and Conditions shall not be modified other than in writing signed by Purezone Healthcare and shall become a part of any further or additional order or agreement between the parties regarding the sale of the Goods. Any updates to the terms and conditions will be advised to the buyer and will then become binding upon the buyer.

The terms and conditions outlined form part of the agreement between you and PureZone Healthcare. Actions such as accessing our website, requesting a quote or placing an order indicates your understanding, agreement and acceptance of the terms and conditions outlined above. This does not affect your statutory Consumer Rights. If the terms are deemed invalid or unenforceable (including, but not limited to the exclusions and limitations outlined) then these will be removed from the terms and any remaining terms will apply. Failure on our behalf to not enforce these provisions or any additional agreements or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these terms and conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision. All remaining provisions remain unaffected.

Verbal agreements shall not be binding upon PureZone Healthcare unless they have been agreed to in writing.