

Terms of Use

In these **terms of use** the following definitions apply:

DCI means Diver Metal Products Pty Limited (ACN 005 187 093) trading as “Diver Consolidated Industries”.

DCI customers are those visitors to the site who register their details with **DCI**.

Use of this website is subject to these **terms of use**.

All prices are in Australian Dollars.

Payment Options

DCI offers a variety of payment options:

- **credit & debit cards**
- **EFT**

Credit & debit cards

We accept Visa & MasterCard credit and debit cards. Payment is only debited from your card at the time your order is prepared for dispatch.

All credit card transactions on this website are processed using **NAB Transact**, a secure online payment gateway that encrypts your card details in a secure host environment.

Electronic Funds Transfer (EFT)

EFT payment option is available to **DCI** customers. Orders will only be actioned once funds have cleared in **DCI** account.

Please note your **DCI** order number (see shopping cart top right) in the reference field.

Goods & services tax (GST)

All amounts shown on the **DCI** website are GST exclusive.

Returns, refunds, cancellations & exchanges

Where applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms of use excludes or limits those guarantees.

Product descriptions describe the contents of the products and their application. It is your responsibility to select the product that is suitable for your needs. DCI is not obliged to provide a refund or credit merely because you change your mind or select the wrong product through no fault of DCI.

Where you are entitled to a refund under the Australian Consumer Law, the refund will be issued in the payment form originally used by you within 14 days.

Some products procured from DCI may be commissioned to be designed or personalised for your specific needs. Once you have commissioned a project or service, your approval is required throughout the different stages of the production and development process.

Due to the personalised nature of such products developed by DCI for customers, we are unable to offer refunds or exchanges for these products except where required by law. Should you wish to cancel an order for personalised products or services, **DCI** must be notified within 24 hours of the placement of the order and a 25% cancellation fee applies.

Important

Many of our products come with instructions regarding their installation and use. You must follow those instructions, and in any event use reasonable care when installing a product. To the extent permitted by law, DCI excludes any liability for any loss, damage or injury sustained as a result of failure to comply with the applicable instructions and use reasonable care.

- items should be returned in their original packaging to ensure they are adequately protected in transit. The purchaser is responsible for the freight costs of returning goods to **DCI** head office in Melbourne.

Delivery

Please ensure the delivery address and receiver's name for your order is accurate and complete (including any business name if shipping to a work address) as we are unable to change any details once the order has been placed. **DCI** will not take responsibility for any orders that go missing due to incorrect delivery information provided by you.

You must notify us within 14 days of dispatch date as recorded in your account if you have not received an item.

Whilst every effort is made to ensure goods are packaged carefully prior to despatch, to the extent permitted by law **DCI** takes no responsibility for third party delivery services. Please note that it is your responsibility to nominate if transit insurance required at time of purchase.

Force majeure

To the extent permitted by law, **DCI** will have no liability to you in relation to any loss, damage or expense caused by **DCI**'s failure to complete the order or to deliver the goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of **DCI**'s normal suppliers to supply necessary materials or any other matter beyond **DCI**'s reasonable control.

Exclusion of other rights

To the extent permitted by law, and except as expressly included in our descriptions of products or these **terms of use**, all terms, conditions, warranties and representations (in each case whether express, implied, statutory or otherwise) relating in any way to our products, or their sale, are excluded. For the avoidance of doubt, nothing in this paragraph limits any right you might have under a guarantee under the Australian Consumer Law.

Governing law & jurisdiction

These **terms of use** are governed by the laws in force in the State of Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia and any courts which may hear appeals from those courts.

Privacy Policy

DCI is committed to protecting your privacy.

DCI does not sell, rent, loan, or give your email address or other personal information to any third party. We do not give out information about our customers and your personal details are protected by our secure servers, our firewalls, our secure premises and data management protocols.

Your personal information

This privacy policy covers our treatment of personally identifiable information that we collect when you are on our site, and when you use our services or buy our products. We commit to hold all information you provide to us in absolute privacy. Only **DCI** employees may access your information and all **DCI** employees are required to adhere to our strict privacy policies and any employee who violates the privacy policy is subject to termination and other disciplinary measures.

Our policy for dealing with any personal information that you might disclose to us while visiting this website is explained below.

You can generally visit this website without telling us who you are or revealing other personal information and we will not collect any personal information about you except when you knowingly provide it.

We do not store cardholder information supplied by you, destroying any references to your cardholder information following the completed transaction. This is a security practice all **DCI** team members must adhere to. All on-line credit card transactions to purchase **DCI** products are made on a secure NAB hosted payments facility managed by the NAB. Please see the NAB privacy policy for further information.

If you visit this website to read or download information we record your server address, domain name, the date and time of your visit and the information downloaded. This information is used for statistical and site development purposes only.

We endeavour to take all reasonable steps to keep secure any information, which we hold about you, and to keep this information accurate and up-to-date. Your information is stored in secure servers that are protected in secure facilities. However, we are not responsible for events arising from unauthorised access to your personal information.

Contact information

DCI is obliged to provide personal information of an individual which has been collected, used or disclosed since 21 December 2001. If you have any queries, problems or complaints relating to your privacy or would like to access your personal information held by **DCI**, please contact us at:

PO Box 452, Reservoir, Victoria, Australia 3073

DCI welcomes your comments regarding our Privacy Policy and will respond immediately to rectify any problems you may have.