

## **TERMS & CONDITIONS**

### **Website Terms Of Use**

Welcome to the Western Motorcycles website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Western Motorcycles relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Western Motorcycles' or 'us' or 'we' or 'our' refers to the owner of the website whose registered office is 283 Mulgoa Road Penrith NSW 2750. Our ABN is 21 002 851 416. The term 'you' refers to the user or viewer of our website.

Western Motorcycles reserves the right to make changes to this site and these terms and conditions at any time.

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of Australia.

### **Marketing**

By ordering or registering on Western Motorcycles website you grant us the right to add your contact details to our database and email transactional order, shipping and product review emails. From time to time we may contact you about offers and new products. You can easily be removed by either unsubscribing via the link at the footer of any marketing communications or contacting our Customer Service team and we will remove you from marketing communications. We do not share, sell or exchange any customer contact information with other companies excluding shipping carriers who use this information to deliver orders.

### **Order Acceptance Policy**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Western Motorcycles reserves the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order, to supply less than the quantity you ordered of any item.

### **Fraud Prevention**

All orders placed must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order and orders will be held from shipment until security checks have been completed. We will make reasonable attempts to contact you using the details provided to complete the necessary security checks. Failure to comply with such requests from Western Motorcycles will result in the order being cancelled and the funds being refunded back to the card used.

### **Pricing**

Prices are subject to change without notice. All pricing unless otherwise stated is set to Recommended Retail which in most cases is set by the Australian Importers of the Products. Pricing changes at Western Motorcycles are at the direction of the Australian supplier due to currency fluctuations.

There may be duties and taxes added to your package by the destination country. You will be responsible for these upon delivery and are not included in your order total. All credit cards are charged in Australian Dollars.

### **Order Cancellations**

If notified before goods have been dispatched, Western Motorcycles can accommodate order cancellations. If items have been shipped, Western Motorcycles reserves the right to refuse order cancellation or charge a cancellation fee should we be able to request the return of the package from our delivery service.

### **Typographical Errors**

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, Western Motorcycles shall have the right to refuse or cancel any orders placed for product listed at the incorrect price.

Western Motorcycles shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged.

If your credit card has already been charged for the purchase and your order is cancelled, Western Motorcycles shall immediately issue a credit to your credit card account in the amount of the charge.

Product images may not always be an exact representation of the listed product. Many images are sourced from the Australian importers of the products and in many cases the image will not be an accurate representation of the product. Please refer to images as a reference only and rely on product titles, descriptions and fitment listings for accuracy.

### **PAYMENT POLICY**

Western Motorcycles accept payment via PayPal, Credit Card (Amex accepted) or Cash on pick up. Payment must be made within 3 business days unless otherwise organised.

### **REFUND & RETURN POLICY**

Applications for Return of Goods can be submitted within 14 days from date of invoice, including a valid reason for Return. All returns MUST be authorised by Western Motorcycles before goods are returned. Please call or email us on 02 4733 1733 ext 3 or [spares@westernmotorcycles.com.au](mailto:spares@westernmotorcycles.com.au) and we will give you a return number before sending your order back to us. We will exchange or refund the product upon receiving the returned item.

Items should be sent to the below address, don't forget to include your return number.

Returns, Western Motorcycles  
283 Mulgoa Road  
Penrith NSW 2750

The item must be in unused, unopened, undamaged and original condition with all tags and/or packaging. Freight charges incurred in returning goods to Western Motorcycles will be at the customer's expense. Western Motorcycles is not responsible for packages lost during return shipment. You will receive a confirmation email or phone call from us when your return is processed.

The following parts and accessories will not be accepted for return:

- Parts ordered incorrectly by customer;
- Items valued at less than \$20 Retail;
- Items supplied from the Manufacturer's backorder;
- Items currently on the Manufacturer's Backorder;

### **Faulty Items**

If you have a faulty item that you would like refunded, repaired or replaced, please contact our customer service team on 02 4733 1733 ext 3 or [spares@westernmotorcycles.com.au](mailto:spares@westernmotorcycles.com.au) before sending the item back. If emailing regarding a fault, please attach pictures of the fault so the item can be assessed before a return is approved. In cases where a faulty item was received a pre-paid shipping label can be emailed to cover the return costs on the faulty item. Faulty items may be returned outside of the regular returns time frames providing the item is still under warranty. Please contact customer service or the brand directly for warranty periods.

We aim to have your refund processed within 24 hours of receiving; however some faults must be approved by the manufacturer before a refund or replacement can be issued. In this case we will keep you informed on a regular basis via email updates. This process usually takes around 2 weeks and once completed you should receive your refund or replacement within 1-7 business days.

### **DESPATCH & DELIVERY POLICY**

All orders received by 1pm on weekdays are dispatched the same day. We endeavour to process orders as quickly as possible and are usually able to fill orders immediately, however please allow 3.-21 working days for delivery depending on destination.

Parts listed on our website are pending supplier or in-store stock. Should an item need to be backordered from a supplier, we will notify you via email or phone. If you would like to confirm the availability of an item before placing your order or visiting our store, please use our Contact Us page.

We ship Australia wide, shipping costs vary and are shown on each item. Shipping times vary depending on your location.

Customers who choose Express Shipping (no signature) give authority for their order to be left unattended at their delivery address. Western Motorcycles will only replace orders using this shipping method providing the order is proved lost in transit by our delivery company.

The delivery times provided by Western Motorcycles are estimates only. Western Motorcycles will not be held accountable for late deliveries or loss or damage relating to late deliveries.

Larger orders may be without notice, split up and shipped on a number of consignments for ease of delivery. Tracking information for all consignments will be available.

Western Motorcycles will not be held accountable for delivery instructions left on the order being missed or not followed.