TERMS AND CONDITIONS OF OUR WEBSITE AND GENERAL BUSINESS



Jenform Australia Pty Ltd as trustee for the Powerform Trust ABN 65916378001 trading as Laudarra Guitars, Nagravox and Colourform Design is hereinafter referred to as 'we' or 'our'. The term 'you' or 'user' refers to any customer or user or viewer of our website.

WEBSITE POLICIES

Welcome to our 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 our relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not view, browse or use our website. We have tried to provide a balanced perspective of the multi-string guitar so that you may satisfy your curiosity and perhaps be inspired to consider owning, playing or learning one of these fine instruments. If you think there is anything incorrectly portrayed or important facets that should be included, please let us know. Your constructive criticism, praise and suggestions always appreciated.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Much of the information presented has been gleaned from the public domain and presented in a manner that best portrays the multi string genre. We do
 not claim the fundamental content as our own original material other than obvious specifically mentioned postulates or personal opinions. From time to
 time as new information comes to hand we may at our discretion update this web site. Further, you are alerted to the possibility of older versions or edits
 of the web site persisting on the internet particularly in respect of search engine lists. Always check our home page at http://www.laudarra.com.au/
- 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
 opinions, inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to
 ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- Through this website you are able to link to other websites which are not under our control. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no control over the nature, content and availability of those sites and thus cannot take any responsibility for the content of the linked website(s). The inclusion of any link does not necessarily imply a recommendation or endorse the views expressed within them.

Disclaimer

The information contained in this website is for general information purposes only. The information is provided by us and whilst we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Copyright

This website and its content is copyright and belongs to us. All rights are reserved.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only
- you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material

You may not, except with our express written permission, distribute or commercially exploit the content, nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Privacy Policy

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information when using this website, then you can be assured that it will only be used in the following manner and will not be willingly made known to any 3rd party.

We may gather information about users and will utilise it as follows:

- Information that users provide through voluntary submissions to receive further information or our electronic newsletters. If we compile a user list this will
 always remain private and users may remove themselves from this mailing list at any time by sending as an email notification to be removed.
- Order Information. If you place an order with us or use our web store, we only collect information that we need that is related to your order. This includes your name, Shipping Address, Email Address and phone number. Your information is only used to fill your order.
- We do not sell or redistribute your information to ANYONE.
- We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure any information we collect online.
- Jenform may use any information voluntarily given by our users to provide interactive or personalized elements on the sites or to better prepare future
 content based on the interests of our users. We may send out newsletters to subscribers and occasionally send out special editions when we think
 subscribers might be particularly interested in something we are doing.
- Jenform never shares mailing lists with any third parties, including advertisers, sponsors or partners.
- We may collect information on your IP address, browser type, and Refer URL data. We use this data to prevent hacking attempts, help us know what web
 browsers people are using, and find out where our visitors are coming from so that we can improve our marketing. We may use tracking information to
 determine which areas of our sites users like and don't like based on traffic to those areas. We do not track what individual users read, but rather how well
 each page performs overall. This helps us continue to build a better service for you. We may track search terms entered in Search function as one of
 many measures of what interests our users.
- Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not
 have any control over those other websites. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst
 visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to
 any website you may visit or be referred to.

GENERAL BUSINESS POLICIES, TERMS & CONDITIONS



PRICES & STOCK

The prices shown in this list are guideline in AUS\$ and exclude local freight and GST. We reserve the right to change our prices so please confirm any pricing shown in this list with us. Current in stock available items and their firm price inclusive of local freight and GST are shown on our web store at <u>www.jenform.com.au</u>. Here you can purchase using Paypal or credit card. If you transact direct with us via DD / EFT, cheque or cash, we usually offer a discount of 2.5% on our web store prices. We have structured our pricing to be competitive to USA pricing and are prepared to offer a PRICE GUARENTEE that matches a same model new instrument you may see advertised anywhere in the world on a "landed cost to your door in AUS\$" basis. We don't mark-up excessively as some establishments do just because we/you live in Australia!

Please note that for landed cost you would need to consider and take account of freight and insurance (\$150 - 300), exchange rate, credit card forex fees (about 5.5 - 8%), duty at 5%, customs assessment charges of approx \$30 - \$50 and GST on guitar + freight.

Price guarantee on any item less that US\$1000. We cannot offer this guarantee on all our items less than \$1000 BUT will certainly give it a fair go. Unfortunately local retailers in Australia are disadvantaged compared to international retailers due to the GST we have to charge by law. We do however offer local representation, local warranty, local personal committed service, happy smiling faces because we live in the best place in the world and if you visit us a good cup of tea or coffee!

SHIPPING POLICY

Turnaround

We try to ship orders within 48 hours Monday - Friday 8am - 5pm. If you require your order Express, please let us know and we will endeavour to try and help. Express delivery may incur an additional freight fee.

Carriers.

We use the following carriers to deliver our orders: Australia Post, Couriers Please, E-Go, DHL

Order Tracking

If a tracking # is provided by the shipping carrier, we will update your order with the tracking information.

Shipping Charges

The rate charged for the shipping of your order is based on the weight of your products, and your location. Please confirm with us before checkout. Back Orders

If an item is not in stock, we will wait until your complete order can be fulfilled and shipped. We will let you know if and what the delay may be. Should you require a part order to be shipped separately then this may be charged extra.

RETURNS, REFUNDS AND EXCHANGES POLICY

We desire satisfied customers. In the event you are not satisfied with your purchase, please contact us so we can discuss the matter. Our policy is to offer a 5 day satisfaction return/refund or a 10 day exchange (freight excl) if you are not satisfied with anything you purchase from us

How To Return Or Exchange An Item

Your item must be in its original unused condition and its original undamaged wrapping in order to be returned. You must return the item within 7 days of your purchase. You must phone or email us and discuss the matter and then receive an acknowledgement / confirmation to return the item(s) before shipping. 1. In the first instance, please email <u>sales@nagravox.com.au</u> or <u>sales@laudarra.com.au</u> or phone us on +61 2 9144 3911 to discuss the problem and your request for a refund.

2. Once we authorise you to ship back to us, mail your returned item to: 33 Burraneer ave, St Ives, NSW 2075, Australia.

3. Include in your package a copy of our communications and our acknowledgment to return.

Refunds.

Approved refunds will be sent to you via cheque, DD / EFT or Paypal account based on the nett transaction proceeds originally received by us in AUS\$. Any bank, credit card, Paypal charges or exchange rate commissions are not refunded and are for your account. For foreign transactions we will refund in whatever currency you require but based on the nett received by us in AUS\$.

Return Exceptions

Some items can not be returned if they are opened. These include audio and sheet music, books, software, batteries and strings.

Merchandise that has been worn, used, or altered will not be accepted for return or exchange.

Freight

All freight charges in respect of returns are for your account including return freight and original shipping that you paid on the order.

WARRANTY POLICY

If you find the product you have purchased is not working correctly, in the first instance, please get hold of us by email, phone or fax. Our basic philosophy is a friendly one and we will always try to be fair and reasonable in all our warranty dealings with customers. Should you require maintenance and service advice, please do not hesitate to contact us. On certain instruments we offer an optional Care Package which encompasses appropriate service items.

All our products are warranted to be free of defects and fit for normal use as advertised. The manufacturers warranty in general will be applicable.. Different items have varying warranty periods but as a general policy, we will guarantee the products we sell for a minimum period of at least 3 months from date of purchase or in accordance with the manufacturers warranty period whichever is greater. Guitars and musical instruments are warranted for a minimum period of 12 months from purchase or as per the luthier's or maker's warranty. The warranty basis is return to our store at your cost. If we accept the warranty claim, either the item will be repaired or replaced. The cost of shipping a warranty item back to us by you is at your expense but we will cover the cost of returning a repaired or replaced warranty item back to you.

Musical instruments are warranted subject to normal use, appropriate storage, maintenance and atmospheric conditions. Certain exclusions apply for non recommended uses, poor maintenance and abnormal atmospheric / storage conditions eg extreme temperature / humidity changes. Damage incurred by misuse, accidents, normal wear and tear or natural cracking of wood or finishes due to changes in temperature and humidity are not covered under warranty. Much like a motor car, musical instruments require regular maintenance and service and these are not covered under warranty unless specifically part of our "Care Package". Aspects on a guitar for example such as checking the string heights / fret levels / neck relief and nut/bridge compensation are considered normal maintenance tasks and due to instrument settling will require attention from time to time. Some of these checks are recommended for guitars within the 1st year as they settle down and are 'played in' so that they may achieve their potential in terms of volume, projection, timbre and intonation.

Different instruments may have slightly different warranty terms and conditions and details of the warranty for a particular instrument are detailed with each purchase. Each instrument also includes Care and Service recommendations. Should you wish to obtain a copy of these prior to purchase please request them.