

General

Throughout this document, the terms “we,” “us,” and “our” refer to Mission Pharmaceutical Pty Ltd. Your access to and use of all information herein, including but not limited to the purchase of our products, is subject to the following terms and conditions.

We reserve the right to amend these terms and conditions at any time. Use of the Pro+Mission website and our documents relating to our products represents your agreement to be bound by these terms and conditions as stated and/or amended. We recommend you are familiar with these terms and conditions when using our website or documentation.

Website

1. Our products are for sale to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.
2. We endeavour to ensure a current product list, however no undertaking is given as to the current or future availability of any product advertised on our website or in our documents.
3. All prices are listed in Australian Dollars (\$AUD) and are GST inclusive. We reserve the right to adjust our prices at any time.
4. Postage & packing carries additional charges which are added at the checkout according to the details you provide for delivery.
5. We require your name, address, email, telephone contact number, and payment details for orders. We take due care with this information, however in providing it you accept that we are not liable for any potential misuse of this information.
6. We strive to accept or reject your order within 7 days. If we have not responded to you within 7 days, your order is deemed to have been rejected. We are not required to provide a reason in this instance, but the most likely explanation is an out of stock product.
7. Once submitted, orders may not be cancelled, even if pending.
8. Legal title to all products purchased on this website passes to you when we receive payment ("Products & Description"). By purchasing, you agree to a sales contract governed by the laws of Australia, notwithstanding the location in which you reside, make payment from, or order to. Following the “Products & Description” terms, transportation of the product(s) is undertaken by the carrier agent ("Delivery").
9. Delivery of your ordered product will be according to the terms displayed on our website. Our terms of payment are set out on the order page.
10. All risk of loss or damage to your ordered product passes to you when we despatch the product.

Returns & Cancellation

1. We reserve the right to cancel orders at our discretion.

2. Where a product has been listed at the incorrect price, description, or image due to error or oversight, we reserve the right to cancel your transaction.
 - a. Where your credit card has been charged, a refund will be issued to the credit card for the total amount debited.
3. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with the service, you are entitled to:
 - a. cancel your service contract with us; and
 - b. a refund for the unused portion, or compensation for its reduced value.
4. In accordance with Australian Consumer Law, you are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time.
5. We undertake to replace any product delivered to you that is faulty or is in a damaged condition, with exceptions as noted in "Website" (11).
6. If you wish to return a faulty or damaged product, you must notify us through our designated "Contact Us" page, on which our requirements for return are also stated.
7. If we are unable at the time of return to replace or exchange the returned goods, we undertake to reimburse your credit card for the amount initially debited for the purchase.

Privacy

1. *We undertake to take all due care with any information which you may provide to us when accessing our website. Information you transmit to us is entirely at your own risk, although we undertake to take reasonable steps to preserve such information in a secure manner.*
2. *Our compliance with privacy legislation is set out in our "Privacy Policy."*

Disclaimers

1. *Whilst we have taken due care in providing the information on our website, we do not provide any warranty either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.*
2. *To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.*
3. *We also take due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware. However, we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.*
4. *From time to time we may host third party content on our website, such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owners of that material, and we are not responsible for any errors or omissions in such material.*

Limitation of Liability

1. *Certain laws provide non-excludable statutory guarantees, conditions or warranties for the supply of certain goods or services. Nothing in these terms and conditions is taken to exclude, restrict or modify any guarantee, condition or warranty that we are prohibited by law from excluding, restricting or modifying. If such a statutory guarantee applies to these terms and conditions and we breach it, we accept liability for such breach. But, where it is lawful, and fair and reasonable to do so, our liability is limited to the resupply of the relevant product or payment of the costs of resupplying the relevant product.*
2. *To the maximum extent permitted by law, we do not accept liability for any loss whatsoever, including consequential loss suffered by you arising from product/s we have supplied.*

Your Liability

1. *By accessing our website, you agree to be liable to us for all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website, any breach of these terms and conditions or negligence under the principles applied by the courts.*
2. *Jurisdiction*
3. *These terms and conditions are governed by and construed in accordance with the laws of Victoria, and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Victoria. You agree to submit to the jurisdiction of those Courts.*
4. *If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.*