

Terms and Conditions

Any information or content published on this website must be read subject to these Terms and Conditions.

You are responsible for determining the validity, quality and relevance of any information, material, product or service assessed and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements.

You agree to make your own enquiries to verify information and to assess the suitability of the product to your needs before you purchase.

12 Month Limited Warranty

Westpoint Marine warrants its products to be free of defects in material or workmanship for a period of one year from the date of purchase, excluding rope. This warranty applies to the original owner only. Warranty does not cover damage caused by alterations, misuse, abuse or wear and tear.

All Westpoint Marine products must be operated, maintained, serviced and/or repaired in accordance with the manufacturers operating instructions.

Any inspection, service, repair or replacement activities associated with the warranty must be authorised by Westpoint Marine before commencement.

Rope has a 3 month limited warranty to be free from defects in material or workmanship. With correct use and storage away from the weather when not in use it will perform well, rope however does not last forever. Due to the strength of rope deteriorating at an unknown rate due to accidental damage, sunlight, wear and tear, exposure to weather or improper use, please check the rope for signs of wear or damage and where evident replace prior to use.

Product

Only one Initial Rail Fitting Kit of either a 1", 1 ¼" or 1 ½" is included with the purchase of a Westpoint Davit, subsequent kits can be purchased at a cost per kit.

All prices and specifications are subject to change without notice.

Shipping

All products and delivery charges must be paid in full prior to shipping.

Delivery address must be within Australia and signed for by the purchaser.

Westpoint Marine does not deliver to PO Box addresses or other third parties.

Postage and Handling charges listed are for major cities and metro suburbs within Australia only, please contact sales@westpointmarine.com for accurate postage and handling charges to country and remote locations.

You are responsible for checking the product in full before signing for confirmation of delivery. If the product arrives damaged, any discrepancies including missing parts or it is not of acceptable quality you are responsible to not accept delivery and report to Westpoint Marine within 24hrs via email to sales@westpointmarine.com

Westpoint Marine will not accept responsibility for delivery delays or failures by our third party delivery contractor.

All products will be shipped within 72hrs of confirmation of payment. Because of the nature of the Internet, online ordering your purchase from Westpoint Marine acknowledges that you have read and agree to these terms and conditions.

All brands and product names mentioned are trademarks and/or registered trademarks of their respective holders.

Returns

7 day return policy

Returns are accepted within 7 days of purchase in new and unused condition only, in original packaging.

A 10% restocking fee will be charged for all returns.

All delivery/shipping charges are payable by the customer.

Delivery charges are not refundable.

Contract of Sale

Any order or purchase made by you using this website is an agreement that you accept these Terms and Conditions.

You enter into the Contract of Sale when you make your payment in full including any applicable delivery charges.

Prices shown are in Australian dollars and are subject to change. Prices may not include delivery and handling charges.

If your order has not been accepted we will contact you via phone or email and arrange for a full refund of payment. It is Westpoint Marines right to accept or reject an order made by you for any reason, including but not limited to an error in price, description, product use, or error in your order.

Westpoint Marine will view an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions and reserve the right to take legal action to seek compensation for payment from the parent/guardian of a minor who causes an order to be placed, also for any loss or damage Westpoint Marine may suffer as a result of a transaction entered into by a minor.

The warranty applies only to the components supplied by Westpoint Marine. It does not apply to components supplied by others, such as, installation, parts and service, mounting rails, surface substrates, any items utilized with the product, contact or support points, but not limited to these.

Where a failed component is replaced under warranty, the balance of the original product warranty will remain effective. The replacement part or product does not carry a new warranty.

Warranty Exclusions and Limitations

Warranty does not cover installation or service of product, rope, conditions resulting from consumer mishandling such as improper maintenance or misuse, abuse, accident, acts of god, incorrect installation, alteration, wear and tear, surfaces and exposed parts that are scratched or damaged due to use, mishandling or storage, products rented or on sold to others.

There are no expressed or implied warranties except as listed above. Westpoint Marine shall not be liable for special, incidental, consequential or punitive damages, including, without limitation, direct or indirect damages for personal injury, loss of goodwill, loss of or damage to any other equipment, parts or products or property, and third party claims, profits or revenue, cost of substitute equipment, downtime cost, or any other losses, or claims of any party dealing with the purchaser from such damages, resulting from the use of or inability to use this product, or arising from breach of warranty or contract, negligence, or any other legal theory. All expressed and implied warranties, including the warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period set forth above.

Back-order Policy

If you order an out-of-stock item, we will contact you via email to advise when we expect the product to be available. Strong Endeavours Pty Ltd will gladly refund you purchase price for any back orders that are longer than 5 working days if you deem you do not wish to wait for delivery.

If you would like to change your shipping details due to backorder delays, please send an email to sales@westpointmarine.com prior to shipping and we will update it for you.

Return Merchandise Authorisation Policy

All order changes or cancellations must be reported by email to: sales@westpointmarine.com within 8hrs of placing the order or prior to shipping, whichever comes first.

All returned parts may be subject to quality, operation, and/or performance tests by Westpoint Marine testing facility or by a third party authorised by Westpoint Marine. Upon the explained test(s) results, non defective items will be returned to you.

Defective return does not include returns for incompatibility.

Westpoint Marine reserves the right to replace defective parts or to issue a refund if it sees more fit.

There will be no refund for shipping under any circumstances.

All products, unless otherwise stated, are covered by their respective manufacturer's warranties. Within thirty (30) days, we will refund, repair or replace, at our sole discretion, any product that is deemed defective. After 30 days, the manufacturer's warranty process must be followed.

All returns require prior authorisation and must be returned in the original packing with all parts, accessories, and documentation, including manuals, warranties, and a copy of original purchase invoice.

To request a Return Authorisation (RA number) for faulty product, email sales@westpointmarine.com to advise of the fault and request an RA number, once authorised clearly write the RA number on the outside of the packaging.

Please keep the RA number and reference it when emailing to check on the status of your return. Incomplete or unauthorized returns will be refused and will be returned to you.

Shipping costs and insurance for return of products and parts are the responsibility of the customer and are nonrefundable.

Westpoint Marine does not include insurance as part of any product return, this is the sole responsibility of the purchaser. We do not accept liability for any goods lost in transit without insurance and recommend you purchase insurance if returning goods via a third party.

Website

You agree to use this website only for the purposes that are permitted by these Terms of Use, any applicable law or regulation and/or generally accepted practises or guidelines.

You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

Strong Endeavours Pty Ltd and its third parties will not be liable for any direct, indirect, consequential or incidental damages arising from the use of this website or the products purchased.

Indemnity

You will at all times indemnify and keep indemnified Strong Endeavours Pty Ltd, including their directors, employees and agents from and against any loss including legal costs and expenses on a full indemnity basis or liability incurred or suffered by you or by them arising from a claim, law suit, demand, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms.