

## **PURCHASE & SHIPPING TERMS**

Thank you for shopping with Black Opal Direct. We trust that you have enjoyed your shopping experience with us and we look forward to offering you new and exciting products in the future.

We would like you to read our Purchase & Shipping Terms carefully to ensure that you are fully aware of your rights when purchasing items (**Items**) via the Black Opal Direct website (our **Website**).

Your order signifies your agreement to be bound by these Purchase & Shipping Terms, which constitute the agreement between Gemfish Opals Pty Ltd trading as Black Opal Direct A.B.N.18 050 293 993 (**we, us, our, or Black Opal Direct**) and you.

### **PURCHASES**

You must provide complete and accurate details at the time of making your purchase. You may be required to provide additional details upon our request to ensure the accuracy of your order.

You must enter the correct delivery address and delivery instructions at the time of placing your order. If you enter an incorrect address, Black Opal Direct is not obliged to re-send the order to the correct address at our own expense. Please [email](#) us immediately if you submit your order and then realise that you have entered an incorrect delivery address or delivery instructions.

### **PURCHASE PRICE**

All prices quoted on the Website, or pursuant to any enquiry that you may make with us, are in United States Dollars (USD). International orders do not include GST. All orders in Australian Dollars (AUD) with a delivery address in Australia include GST.

We reserve the right to vary the prices displayed on the Website from time to time and without notice to you.

Our prices include insurance but do not include any secondary attempts to deliver Items to you.

### **PAYMENT**

Black Opal Direct accepts payment via PayPal, Visa, Mastercard and direct transfer (Australian customers only – International customers by prior agreement only).

After you make payment for your order, you will receive a transaction confirmation email, which confirms receipt of your order.

In the event that Black Opal Direct does not receive cleared funds after 48 hours of you submitting your order, we will email you at the email address nominated in your order to communicate about your payment.

### **SECURITY**

We recognise that protection and safety of information relating to your credit card is very important. Therefore, we provide you with a very safe and stress-free online shopping experience.

We do not store your credit card details at any time so consumer confidence and satisfaction is assured at all times.

## **PROCESSING OF ORDERS**

Orders made via our Website will typically be processed within two (2) business days of your order being made and payment being received from us in cleared funds.

## **SHIPPING**

### **Order pick-up**

You may only pick up your order from us, if we have agreed to do so and if prior arrangements have been made.

### **Within Australia**

Shipping within Australia will be via Australia Post's Express Post service.

### **International**

Shipping to destinations outside of Australia will be as follows:

- Items valued at less than 600 US Dollars – via the DHL postal service; and
- Items valued at greater than 600 US Dollars – via FedEx's Economy service.

Black Opal Direct strongly recommends that, if you have an 'Authority to Leave' in place for any FedEx deliveries, that you cancel this authority for all deliveries to be sent to you, by Black Opal Direct.

In the event that you require additional insurance for the shipping of the Items to you, then we recommend that you contact us for a quote for this service.

## **DELIVERY TIMEFRAMES**

We cannot guarantee delivery times. However, you should receive your delivery within the following timeframes:

**Australia** - One (1) to two (2) business days.

**United States** – Seven (7) to Ten (10) days (DHL postal service) and five (5) to seven (7) days (FedEx Economy service).

**Rest of the world** – Up to 14 days (DHL postal service) and five (5) to seven (7) days (FedEx Economy service).

However, there may be times where shipping will take a little longer (for example, during peak times such as Christmas). If you have not received your Items within our suggested timeframes, please [email](#) us your full name and order number and we will investigate on your behalf.

Delivery of your order may also be delayed if you provide us with an incorrect delivery address.

## **CANCELLATION OF ORDERS**

Black Opal Direct may cancel your order, if for any reason, we are unable to provide you with the Items subject to your order. We will contact you should this occur.

You will not be entitled to claim any additional amounts or seek compensation for any loss, expense or damage (either direct or consequential) or for any loss of time or inconvenience, which may result from such cancellation.

You are not permitted to cancel an order, unless expressly agreed to, in writing, by Black Opal Direct.

## **RISK**

You agree and acknowledge that Black Opal Direct will not be liable or responsible for any loss or damage to your Items that occurs as a result of the handling of Items by the postal service, or courier, in the process of delivering products to you. Once the Items have been confirmed as being received, by the postal service or courier, all responsibility associated with the Items is born by you.

## **ITEMS MISSING FROM AN ORDER**

Should any Item be missing from an order, please [email](#) us with the order number and the item code or product name of the Item you ordered, and we will make the appropriate investigations. However, Black Opal Direct will not be held responsible for lost or damaged items.

## **REFUNDS AND RETURNS**

Any requests for a refund will be handled in accordance with our [Refunds & Returns Policy](#).

## **CONSENT**

By agreeing to these Purchase & Shipping Terms, you also consent to receive further electronic communications from us in relation to the Black Opal Direct business, including information relating to items, competitions, promotions, special offers and any other commercial message. Of course, you may [email](#) us to unsubscribe at any time.

## **GOVERNING LAW**

The laws of Queensland, Australia govern these Purchase & Shipping Terms.

## **ENQUIRIES**

Please [email](#) us if you have any questions about our Purchase & Shipping Terms.

*Purchase & Shipping Terms last updated 20 March 2020.*