



HOSPITAL GRADE COSMETICS

Terms and Conditions

Effective Date: 01 December 2021

General

For the purpose of this document the following definitions apply:

"MD Makeup" refers to both mdmakeup.com.au and MD Makeup ABN: 795 213 167 20 Address: HQ Brisbane Queensland, Australia as well as its directors, management, staff, contractors, associates, and other representatives.

"Purchaser" refers to the person/s, party/ies and/ or company/ies making payment for the products and or services from MD Makeup.

"Receiver" refers to the person/s, party/ies and/ or company/ies receiving products and/ or services from MD Makeup.

Currency, Exchange Rates, Customs Duties and Import Charges and Taxes

All prices are displayed in Australian Dollars (AUD) and are exclusive of GST. GST and taxes are applied when applicable upon checkout and/ or finalisation of in store, email, and telephone sales.

Any additional taxes (international and domestic), import charges, and/ or customs duties, including any charges relating to charge appeal processes are the sole responsibility of the receiver, and will be paid by the receiver.

Orders placed with MD Makeup by overseas parties will be subject to the exchange rate on the day the credit card/ payment is charged, which may vary from the exchange rate on the date the order is placed.

MD Makeup reserves the right to change the pricing of all products and services without prior notice.

For currency conversion see www.xe.com*

* Currency converter is to be used as a guide only. Figures provided using any currencyconverter may vary to the actual charge.

Payment Terms

All payments must be received in full and cleared by MD Makeup financial institutions (NAB Bank) prior to products being despatched and/or services being provided.



HOSPITAL GRADE COSMETICS

Ordering Methods

The following methods are acceptable for ordering products and services from MD Makeup:

- Online at mdmakeup.com.au
- Telephone
- Email

Acceptable Payment Methods

- Cash
- Electronic Funds Transfer (EFT)*
 - EFT: NAB
 - Account name: MD MAKE UP PTY LTD
 - BSB: 084-283
 - Account Number: 23-850-3994

Visa

- Credit Card**
- Debit Card

* Payments made via electronic funds transfer must reference the receipt number and purchaser's name.

** MD Makeup accepts VISA and MasterCard payments only. No other credit cards will be accepted for payment.

Freight and Delivery

Products will be despatched by MD Makeup within 3 days of full payment (including any applicable freight and handling charges) being received by MD Makeup.

Each product shipped by MD Makeup will include freight and handling insurance charge#. If a product is not delivered after being sent by MD Makeup, an investigation with the freight company will take place. If it is found that an item is lost or stolen while in transit the amount paid for product will be applied as a store credit to the purchaser once the insurance claim has been settled between MD Makeup and the relevant Freight or Courier Company.

If a product that has been ordered is not available for despatch within 3 days of full payment being received, MD Makeup will contact the purchaser. MD Makeup will not deliver any products to a Post Office Box address. The receiver must provide a residential or business address for the delivery of goods prior to product despatch.

MD Makeup use preferred suppliers for shipping within Australia and overseas. Freight charges vary depending on the weight and dimensions of each product.

Payment for freight charges will be the sole responsibility of the purchaser. Freight charges are required to be paid in full to MD Makeup prior to the product/s being despatched.

To track your order contact MD Makeup##.

- # Freight insurances do not apply to any artwork. If artwork is to be delivered to the receiver through a freight or courier company this is at the sole risk of the purchaser and receiver. MD Makeup will ensure the artwork leaves premises in good condition. If the artwork arrives in a damaged condition MD Makeup will not be held responsible or accountable. MD Makeup and MD Makeup will not provide a



HOSPITAL GRADE COSMETICS

refund or store credit.

Dates and times for delivery of products given by MD Makeup may vary from the actual date and/ or time frame for delivery.

Damages

If a product is damaged upon receipt MD Makeup must be notified with 3 days of the arrival of the product. All boxes must be kept for inspection by the freight or courier company until MD Makeup advises this is no longer necessary.

MD Makeup will conduct an investigation, along with the relevant courier, or freight company, and insurance claims will be settled by these parties.

Only upon the claim being successful, the goods will be returned to MD Makeup at their own cost and a store credit will be applied for the purchaser which will include the amount of any shipping and handling charges associated with the product delivery.

Where it is found that the damages were incurred after the time of delivery refer to the returns and refunds policy within this document.

Incorrect or Missing Products

In the event the wrong item is sent or there is an item missing from your order, you must notify MD Makeup via telephone or visiting in store with 3 days of the delivery of your order. MD Makeup will arrange for the correct item/s to be sent/ made available to the receiver with no excess charges incurred to the purchaser or receiver. The cost of returning any wrongly sent items is the full responsibility of MD Makeup.

Undelivered or Refused Orders

In the event that an order is returned to MD Makeup due to the order being deemed as undeliverable by the relevant courier or Freight Company, or refused by the receiver MD Makeup will endeavour to contact the receiver to organise another delivery option. In cases where other delivery options are not practical, MD Makeup will issue a full refund for the product.

Errors and Omissions

MD Makeup endeavours to offer full and correct information, including pricing information, at all times. In the event that an information error or omission occurs, or incorrect pricing (including omissions related to pricing) is listed in store or at www.mdmakeup.com.au, or via telephone or in-store enquiry, MD Makeup and MD Makeup reserves the right to refuse and/ or cancel any related orders, and to resupply correct information (which supersedes any previous information given) whether or not payment has been received in part or in full by MD Makeup or MD Makeup . In the event payment has been received based on information and/ or pricing errors, and the order is cancelled due to this error MD Makeup will issue a credit to your credit card or transfer monies via EFT into a nominated bank account in the amount of the incorrect price*.

MD Makeup will not be responsible for, or held accountable for these errors.

* The credit will be issued using the method the original payment was made in e.g. if a creditcard was used to make payment the amount will be credited to the credit card the purchase was made with/ if electronic funds transfer was used to make payment the amount will be credited via electronic funds transfer back the bank account the monies were received from. In the case of cash transactions, the purchaser must return to MD Makeup, 7 Mayled Street, Chermside, 4032 Queensland, Australia to



HOSPITAL GRADE COSMETICS

receive cash payment, if the purchaser is unavailable to do this an electronic funds transfer will occur to the purchasers nominated bank account. Credits will only be issued to purchasers, and will not be issued to their delegates, or anyone acting on their behalf.

Privacy

MD Makeup will consider the privacy of all suppliers, customers, associates, agents, contractors, and other relevant parties and will not make personal or private information that is not intended for public use, available to any parties outside of MD Makeup.

Links to Third Party Websites

All links to third party websites appearing on websites owned by MD Makeup, referred to via email, verbally, or any other print methods are independent from MD Makeup and MD Makeup (including websites owned and/or operated by affiliates), and contain their own terms and conditions of use, privacy terms, data collection practices, and copyright and intellectual property policies. Any persons and/or parties accessing these websites either through clicking on links made available on websites owned by MD Makeup and MD Makeup, or via referral of any other communication method provided (e.g. email) does so at their own risk.

Intellectual Property and Copyright

All images, text, videos, and any other items displayed on MD Makeup websites is under full copyright by MD Makeup. Information, images, videos, and any other items displayed that are gained from MD Makeup and/or MD Makeup websites may be used only for private, personal use, and may not be made publically available by any person/s, party/ies and/or company/ies that do not have written authority by MD Makeup.

If written authority is gained, the relevant party/ies must display this copyright notice in conjunction with the use of the authorised items and must display the website mdmakeup.com.au (which ever is applicable) on all materials obtained through the authority process.

Use of Website, Store and Premises

www.mdmakeup.com.au, MD Makeup store and any premises owned, leased, or used by MD Makeup will be used for product sales, events, and service sales and information sharing. Harassment in any form (including, but not limited to, via email, telephone, and face to face contact) will not be tolerated by MD Makeup, including the use of obscene language, and is strictly forbidden.

MD Makeup reserves the right to block any emails and/or other communications, and refuse entry and/or remove persons from their premises, if it is deemed by MD Makeup and/or to be harassment, discriminatory in nature, contain obscene language, include what is deemed by MD Makeup as inappropriate or offensive content, violent, intoxicated, and/or unsafe behaviours which may cause damage to persons and/or products, fraudulent or misleading information or behaviour. This is at the full discretion of MD Makeup.

Indemnity

By visiting MD Makeup (both in store and online) you agree to defend, hold harmless and indemnify MD Makeup including directors, managers, agents, suppliers, service providers, artists, staff, contractors, volunteers, and associates from and against all costs, losses, damages, and expenses including reasonable



HOSPITAL GRADE COSMETICS

legal fees (including attorney fees) resulting from any violation of the terms and conditions set out in this document and any other terms and condition documents referred to in the content of this document.

Disclaimer

These terms and conditions are applicable to all persons and/ or parties accessing websites owned by MD Makeup, and to all persons and/ or parties visiting and/ or enquiring in store, and via any other communication method/s.

These terms and conditions, or any parts contained within, may be terminated or changed by MD Makeup, at their full discretion, at any time without notice. The provisions regarding copyrights, disclaimer, liability, and indemnity shall survive any termination.