

# TERMS & CONDITIONS

## West Coast Components Pty Ltd

**Effective Date:** 02 January 2026

These Terms & Conditions are effective from the Effective Date set out above and apply to all transactions occurring on or after that date.

### 1. Company Details

These Terms & Conditions (“Terms”) apply to the use of this website and the purchase of goods or services from:

**West Coast Components Pty Ltd**

ACN: **694 007 719**

Address: **24 Maxwell St, Serpentine WA 6175**

(“West Coast Components”, “we”, “us”, “our”)

### 2. Definitions

- “**Website**” means [www.westcoastcomponents.com.au](http://www.westcoastcomponents.com.au)
- “**Products**” means goods offered for sale on the Website
- “**Services**” means any services offered by us from time to time
- “**Controlled Items**” means items subject to licensing or regulation
- “**ACL**” means Australian Consumer Law

### 2A. Related Agreements & Order of Precedence

#### Related Agreements

These Terms & Conditions apply to all use of this Website and to all transactions conducted with West Coast Components Pty Ltd, unless expressly stated otherwise.

Certain transactions, products, or services may be governed by additional agreements or policies, including but not limited to:

- (a) a Consignment Agreement;
- (b) Returns & Refunds Policy;
- (c) Shipping & Delivery Policy;
- (d) Privacy Policy; and
- (e) any service-specific terms provided in writing.

#### Order of Precedence

In the event of any inconsistency between these Terms & Conditions and any other agreement or policy, the following order of precedence applies:

1. Any signed written agreement between you and West Coast Components Pty Ltd (including a Consignment Agreement);
2. These Terms & Conditions;
3. Any ancillary policies published on the Website.

### **3. Website Use & Accounts**

- 3.1 You are responsible for maintaining the confidentiality and security of any account credentials.
- 3.2 You are responsible for all activity conducted through your account, whether authorised by you or not.
- 3.3 You must provide accurate, current, and complete information, including licensing details where applicable.
- 3.4 We may suspend or terminate accounts where misuse, inaccuracy, or legal risk arises.
- 3.5 Acceptable Use: You must not misuse the Website, misrepresent identity or licensing, engage in fraudulent conduct, interfere with site security, scrape data, or abuse staff. We may suspend or terminate access where misuse is reasonably suspected.

### **4. Orders, Pricing & Payment**

- 4.1 All prices are subject to change without notice.
- 4.2 Orders are subject to acceptance by us. We may refuse or cancel orders at our discretion. Pricing or typographical errors do not constitute an offer, and we reserve the right to cancel orders affected by such errors.
- 4.3 Payment must be made using a valid payment method authorised for use by you.
- 4.4 We may obtain pre-authorisation from payment providers.
- 4.5 You authorise us and our payment processors to process payments and store transaction details.

### **5. Products, Descriptions & Availability**

- 5.1 Product descriptions and images are provided for general information only.
- 5.2 We do not warrant that descriptions, images, or specifications are error-free.
- 5.3 Products may be withdrawn, modified, or unavailable at any time.

### **6. Consignment Sales**

- 6.1 Certain products may be offered for sale on a consignment basis.
- 6.2 All consigned items remain the property of the consignor until sold.
- 6.3 West Coast Components acts solely as a sales agent.
- 6.4 All consignment arrangements are governed by a **separate Consignment Agreement**.
- 6.5 In the event of inconsistency, the Consignment Agreement prevails.

### **7. Pre-Orders**

- 7.1 Pre-orders require accurate contact, billing, and licensing information.
- 7.2 Delivery dates are estimates only and subject to supply chain, import, and regulatory delays.
- 7.3 Payment is charged at the time of placing a pre-order.
- 7.4 If we are unable to fulfil a pre-order within twelve (12) months, a refund may be requested.
- 7.5 Price adjustments due to exchange rate or supply issues may occur; refunds may be offered where increases exceed 5%.

## **8. Shipping, Pickup & Risk**

- 8.1 Risk of loss passes upon delivery of goods to a carrier or upon pickup by the customer.
- 8.2 We are not liable for loss, delay, or damage caused by carriers, customs authorities, or third parties.
- 8.3 Shipping insurance is the responsibility of the purchaser unless expressly agreed otherwise in writing.
- 8.4 Controlled Items must be collected in person with all required documentation.

## **9. Returns & Australian Consumer Law**

- 9.1 Nothing in these Terms excludes rights under the ACL.
- 9.2 We do not offer change-of-mind returns.
- 9.3 Custom orders, controlled items, used items, and consignment items are not eligible for return except where required by law.
- 9.4 Remedies under ACL may be limited to repair, replacement, or refund at our discretion where permitted.

## **10. Safety & Proper Use**

- 10.1 Products may be inherently dangerous if improperly used.
- 10.2 You acknowledge responsibility for safe handling, storage, installation, and use.
- 10.3 Installation of firearm parts should be performed by qualified professionals only.
- 10.4 You must comply with all applicable State and Federal laws.

## **11. Controlled Items & Legal Compliance**

- 11.1 You are responsible for ensuring legal ownership, possession, and use of Controlled Items.
- 11.2 You warrant that you are over 18 years of age where required by law. We reserve the right to verify age, identity, and licensing, and to refuse or cancel any order where eligibility or compliance cannot be reasonably confirmed.
- 11.3 We are not responsible for enforcement actions arising from unlawful possession or use.

## **12. Future Services (Gunsmithing & Machining)**

- 12.1 Certain services may be offered in the future, including gunsmithing or machining.
- 12.2 Unless expressly confirmed in writing, such services are **not currently offered**.
- 12.3 Any future services will be subject to separate terms.

## **13. Limitation of Liability**

13.1 To the maximum extent permitted by law, we exclude liability for indirect or consequential loss.

13.2 Our total liability is limited to the amount paid for the relevant Product or Service.

13.3 You assume all risks associated with the use of Products.

## **14. Assumption of Risk & Use of Products**

### **Assumption of Risk**

You acknowledge and agree that certain products sold by West Coast Components Pty Ltd, including but not limited to firearms, firearm components, knives, tools, and controlled items, are inherently dangerous and may cause serious injury, death, or property damage if improperly used, installed, handled, stored, or modified.

By purchasing or using any such product, you knowingly and voluntarily assume all risks associated with the possession, use, handling, installation, modification, and storage of the product, except to the extent that liability cannot be excluded under Australian Consumer Law.

## **15. Installation & Modification Disclaimer**

### **Installation and Modification**

West Coast Components Pty Ltd does not provide installation services unless expressly agreed in writing. Installation, modification, or alteration of products should only be performed by appropriately qualified and licensed professionals.

To the maximum extent permitted by law, West Coast Components Pty Ltd is not responsible for any injury, loss, or damage arising from improper installation, modification, or use of products.

## **16. Limitation of Liability for Personal Injury**

### **Limitation of Liability**

To the maximum extent permitted by law, West Coast Components Pty Ltd excludes liability for personal injury, death, or property damage arising from the use, misuse, or improper handling of products, except where such liability arises from a breach of a non-excludable statutory guarantee.

Where liability cannot be excluded, our liability is limited, at our option, to the replacement, repair, or refund of the relevant product.

## **17. Indemnity**

You indemnify us against all claims, losses, damages, or liabilities arising from:

- misuse of Products;
- breach of these Terms;
- unlawful possession or use;

- third-party claims.

## **18. Force Majeure**

We are not liable for delays or failures caused by events beyond our reasonable control.

## **19. Website Disclaimer**

Information on this Website is provided “as is” without warranties of completeness or accuracy.

## **20. Governing Law**

These Terms are governed by the laws of **Western Australia**.

## **21. Entire Agreement**

These Terms constitute the entire agreement between you and us.

## **22. Severability**

If any provision is unenforceable, the remainder remains in effect.

## **23. Amendments**

We may amend these Terms from time to time by publishing updated versions.