

****** Terms of sale change at any given time, and are constantly updated without notice to previous, existing OR new clients. It's impossible for Octopus TV enclosures to update each customer every time we modify the standard contract of sale ******

Disclaimer for Octopus TV Enclosures & its products

Company trading name: Octopus TV Enclosures

ASIC Name: Onema Pty LTD

Effective date of creation: November 2016

Last modification and change: February 2025

"These Terms and Conditions constitute the entire agreement between Octopus TV Enclosures and the customer, superseding any prior agreements, representations, or discussions".

"If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect."

"In the event of a dispute, the customer agrees to submit the matter to binding arbitration as a primary means of resolution, waiving the right to pursue traditional court litigation to the fullest extent permitted by law."

"Octopus TV Enclosures shall not be held liable for indirect, consequential, or incidental damages resulting from acts beyond its control, including third-party misuse, natural events, and improper installation by unqualified individuals."

"Except as expressly required by Australian Consumer Law, Octopus TV Enclosures disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose."

"In the event of a claim, the customer agrees to provide Octopus TV Enclosures written notice and allow a 30-day period for resolution prior to initiating any legal action."

"Octopus TV Enclosures shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, extreme weather, supply chain disruptions, or other unforeseen events."

"Warranty coverage is limited solely to manufacturing defects of the enclosure and excludes any third-party devices housed within. Devices placed in the enclosure are the customer's sole responsibility."

"By payment of your invoice via eft OR credit card, the customer acknowledges having read and agreed to the Terms and Conditions in full."

"The customer agrees to indemnify and hold Octopus TV Enclosures harmless from any third-party claims, damages, or liabilities arising from improper installation or use of the product."

1. **Product Disclaimer and Limitations**

Octopus TV Enclosures designs, manufactures, and supplies custom enclosures with durability in mind. However, consumers are advised to ensure that these products meet their intended purpose prior to purchase. Installation and maintenance should be conducted by qualified professionals according to provided guidelines. Octopus TV Enclosures will not be liable for improper installation, misuse, or alteration of the products.

2. **No Guarantees for Specific Use**

While Octopus TV Enclosures products are designed for specific environmental conditions, we do not guarantee fitness for any particular purpose unless explicitly stated. Consumers should assess the suitability of our products independently or consult a professional for advice on usage.

3. **Warranty Limitation**

To the maximum extent permitted by Australian law, Octopus TV Enclosures disclaims all implied warranties, including warranties of merchantability and fitness for a particular purpose, unless required otherwise by applicable legislation.

4. **Limitation of Liability**

In line with Australian Consumer Law, Octopus TV Enclosures limits liability to the repair, replacement, or refund of the product purchase price for verified defects or faults. To the extent permissible by law, Octopus TV Enclosures is not liable for any incidental or consequential damages arising from product purchase, including, but not limited to, loss of income, loss of enjoyment, or indirect costs related to the use of our products.

5. **Consumer Rights under Australian Consumer Law**

Nothing in this disclaimer limits or excludes any rights or remedies you may have under Australian Consumer Law. Consumers are entitled to a refund, repair, or replacement for major failures. For minor issues, Octopus TV Enclosures may choose to offer repair or replacement.

6. **Governing Law**

This agreement shall be governed and construed according to the laws of Australia. Any disputes arising from the purchase or use of Octopus TV Enclosures products shall be resolved within the jurisdiction of Australian courts.

****TERMS & CONDITIONS OF SALE****

****COMPANY NAME:**** Onema Pty Limited trading as Octopus TV Enclosures

****COMPANY DESCRIPTION:**** We manufacture and supply protective TV enclosures, including wall-mounted, free-standing, and high-bright monitors.

Inspection and Acceptance Standard

- (a) The Goods are subject to an inspection standard of Acceptable Quality Limit (AQL) Major 1.0 / Minor 2.5.
- (b) Upon delivery, the Client must inspect the Goods within 5 business days and notify Octopus TV Enclosures in writing of any defects.
- (c) Minor defects that do not exceed the agreed AQL levels do not entitle the Client to reject the Goods, cancel the contract, or demand a refund.
- (d) Goods with defects that exceed the AQL thresholds shall, at Octopus TV Enclosures' discretion, be repaired, replaced, or refunded in accordance with the Australian Consumer Law.
- (e) Failure to notify Octopus TV Enclosures of any defects within the inspection period will constitute acceptance of the Goods.

Returns Agreement

The customer should inspect goods immediately after they are delivered and if there is a problem with the goods (through manufacturing, damage in transit, damage after unpacking) they have 5 days to notify Octopus TV Enclosures. We will request pictures, video or a site inspection to review the items that need to be returned. Returned items can only be returned if the product has been accidentally damaged, and we can repair or replace that item. Items that have a minor fault (defined below) can be repaired and replaced more than likely onsite. Any product that has a major fault (defined below) is eligible for a refund or replacement. Items that are reported to us outside of the 5-day period are no longer eligible for a refund, only a repair or replacement which is covered by the warranty for the item.

Replacement Agreement

Labour and Installation / Reinstallation Disclaimer

Octopus TV Enclosures provides enclosures only. In the event that any item/s needs to be replaced under the minor fault classifications Octopus TV Enclosures are not responsible for labor, installation, removal, or reinstallation costs associated with the replacement of the product/s.

DEFINITIONS

1. **IP Ratings and Environmental Conditions**

Our products are rated for specific IP protection levels. An IP rating indicates protection under controlled conditions; however, variations may occur. IP56 & IP65 ratings offer limited dust and water protection but do not make the product fully waterproof or dustproof.

2. **Water Protection Limitations**

IP56 or IP65 ratings provide limited protection against water. The product is not impervious to water damage under all conditions and should not be submerged or exposed to high-pressure jets. Severe weather, extreme rain, or submersion can damage the enclosure.

3. ****Dust Protection****

IP56 and IP65 ratings offer partial protection against dust. Some dust ingress may occur; therefore, regular maintenance is recommended.

4. ****Temperature and Environmental Use****

The enclosure is designed for operation within -30 to 50°C but does not control temperatures of devices placed inside. Excess heat or cold may impact the performance of third-party devices, including TVs, and is outside our responsibility.

5. ****Installation and Usage Guidelines****

Enclosures are recommended for indoor, shaded, or covered installations to maximize product longevity. Direct sunlight and extreme weather conditions void the warranty.

6. ****Product Limitations****

Our enclosures are not vandal-proof or resistant to saltwater unless specified. Installations near saltwater require special materials upon request.

7. ****Liability Limitations****

Octopus TV Enclosures is not liable for damages due to improper installation, use in extreme conditions, or third-party modifications. Acts of God, natural disasters, severe weather, and improper usage void any liability from our side.

8. ****Customer Responsibility for TV Installation****

Octopus TV Enclosures provides enclosures only. We are not responsible for the performance, overheating, or compatibility of any other electronic devices installed within.

9. ****Modifications****

Customer modifications, such as additional conduits, drilling, screws or fan changes, void the warranty. Any alterations must be sealed appropriately (marine grade sealant) to protect internal components.

10. ****Custom Enclosures and Refunds****

Custom made enclosures or products are **non-returnable**, and refunds may be partial, covering only unused portions, minus shipping and restocking fees. We may also provide a in store credit for custom-made enclosures that request a return.

“Not fit for purpose” definition examples

- You ordered a 42” enclosure but received a 32” enclosure therefore the TV will not fit inside the enclosure
- You ordered a blue enclosure, but you received a black enclosure

- The door doesn't close properly, and the enclosure is warped, bent, distorted or not manufactured properly
- You installed the enclosure in partial sun, semi shaded, outdoors and the enclosure filled up with water (IP rating error)
- You mounted the enclosure properly and the rear side AV mount broke or snapped and it doesn't hold the enclosure or your TV (defective AV bracket and enclosure mounting)
- You install the TV within 1cm of the front viewing window and you can't see the TV at all (semi shaded only applies not full sun)
- The enclosure is not painted properly, it has dents or damage all over the enclosure

Front Viewing Window

The front viewing window is a matt finish NOT frosted. There is a big difference between both technologies. As the image moves further away from the glass the image is blurred but as you move the image closer to the glass the image becomes more and more crisp, detailed and clear. Make sure your TV is positioned within 1-2cm of the front viewing window.

The front viewing window can be made of shattered proof glass OR polycarbonate we will supply and install whichever product from our supplier is quickest to make sure we finish the enclosures quickly and get them delivered to you asap.

Custom Enclosure Definition

A **custom enclosure** refers to any item that is not part of standard inventory but is specifically manufactured to align with a customer's unique brief or specifications. This includes one-off designs or designs tailored exclusively to the customer's project requirements but unsuitable for any other project or generalized application.

☐ **Minor Fault:** A small issue that can be fixed within a reasonable time, such as cosmetic damage or non-critical performance issues = *eligible for repair & replacement*

☐ **Major Fault:** A serious issue that either renders the product unfit for its intended purpose, poses safety risks, or means a reasonable consumer would not have purchased it had they known about the fault = *eligible for full or partial refund*

Major Faults

1. **Enclosure is snapped, cracked, and/or broken.**
 - **Explanation:** Severe damage that impacts structural integrity or usability is a major fault.
2. **Dents or dings larger than a 5-cent coin.**
 - **Explanation:** Substantial cosmetic damage, especially if it impairs functionality, is a major fault.
3. **The chassis has a crack, or the door/frame is severely warped, preventing proper closure or proportionality.**
 - **Explanation:** Structural defects affecting functionality and usability qualify as major faults.
4. **Enclosure built for a 32" TV does not fit a 32" TV.**

- **Explanation:** Misrepresentation or manufacturing defects rendering the product unfit for its intended purpose are major faults.
- 5. **The enclosure is not waterproof.**
 - **Explanation:** Essential features advertised or expected in the product not being delivered constitute major faults.
- 6. **Enclosure cannot be wall mounted.**
 - **Explanation:** A fundamental design issue that prevents intended installation is a major fault.
- 7. **The enclosure is not suitable for installing an LCD TV.**
 - **Explanation:** Products unfit for its primary purpose is a major fault.
- 8. **Enclosure presents a safety concern.**
 - **Explanation:** Safety risks classify as major faults as they fail critical consumer expectations.

Minor Faults

1. **Blown power supplies that run the fans (easily replaceable).**
 - **Explanation:** Repairable and does not impact the core functionality significantly.
2. **Broken fans (spare fans provided and easily replaceable).**
 - **Explanation:** Non-critical and repairable without significant downtime.
3. **Gas struts (easily replaceable).**
 - **Explanation:** Does not severely hinder usage if repair is straightforward.
4. **Latches, locks, and hinges (easily replaceable).**
 - **Explanation:** Minor functional components that can be readily replaced.
5. **Smashed glass or front viewing window (full replacement door can be swapped).**
 - **Explanation:** Damage localized to a replaceable part, so it does not constitute a major fault.
6. **Paint defects, surface scratches, or poor finish.**
 - **Explanation:** Aesthetic imperfections not impacting performance are minor faults.
7. **Cracked or worn rubber gaskets.**
 - **Explanation:** Functional parts that can be replaced or repaired easily.
8. **Fans not turning on due to a faulty thermostat.**
 - **Explanation:** Repairable defect involving a replaceable part does not classify as a major issue.

11. **Lead Time and Supply-Only Sales**

All sales are supply-only unless otherwise specified. Lead times are up to 12 weeks, subject to stock availability. Octopus TV Enclosures does not accept liability for delayed projects due to lead times.

12. **Payment and Acceptance of Terms**

All invoices must be paid prior to shipment, with balance payments due within seven days post-installation (if applicable). Payment indicates acceptance of these terms and conditions.

13. **Changes to Product Specifications**

Product specifications and installation guidelines may change. It is the customer's responsibility to verify product details and guidelines on our website before purchase or installation.

By purchasing and using Octopus TV Enclosures products, you acknowledge and accept these Terms & Conditions of Sale. For further clarification, consult a legal professional.

Disclaimer on Product Suitability

Octopus TV Enclosures products are designed with specific protection levels and conditions in mind, but suitability for environments, weather conditions, or locations (such as high-humidity areas) must be determined by the customer. We recommend consulting with other professionals regarding installation locations and environments to ensure compatibility.

No Guarantee of Fitness for Third-Party Equipment

The performance of third-party devices (such as TVs or media players) inside Octopus TV Enclosures cannot be guaranteed. The customer assumes full responsibility for evaluating compatibility, ensuring proper installation, and monitoring the equipment for overheating or environmental effects.

Limited Warranty and Exclusions

The warranty is limited to defects in materials and workmanship under normal use and does not cover damage due to improper installation, misuse, extreme weather exposure, unauthorized modifications, or any equipment installed within the enclosure.

Exclusion of Indirect or Consequential Damages

Octopus TV Enclosures is not liable for any indirect, incidental, or consequential damages, including but not limited to loss of use, data, or profits, arising from product use or malfunction, even if advised of the possibility of such damages.

Governing Law and Jurisdiction

These terms shall be governed by the laws of Australia. Any legal actions related to these terms or product purchase will be resolved in Australian courts.

Acceptance of Updated Terms

Octopus TV Enclosures reserves the right to update these terms periodically. By continuing to use our products, you accept any revisions made. Customers are advised to review terms regularly on our website.

Indemnification

The customer agrees to indemnify and hold Octopus TV Enclosures harmless from claims, damages, and expenses arising from third-party equipment failure or incorrect installation.

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