

Terms & Conditions - Products & Services

1. Acceptance of Terms

By accessing, browsing, or making a purchase through our website or platform ("the Website"), you agree to be bound by these Terms and Conditions, our Privacy Policy, and any other policies or terms referenced herein.

2. Definitions

"We," "our," or "us" refers to MTHFR Support, the service provider.

"You" or "your" refers to the user or customer using our Website and purchasing goods or services.

3. Terms of Sale

3.1 By placing an order for any goods on the Website ("Order") you are offering to purchase the goods on and subject to these Terms & Conditions which we may accept or reject. Each order you place which is accepted by us will create a separate and binding agreement between you and MTHFR Support with respect to the supply of goods subject to these Terms & Conditions.

3.2 All Orders are subject to availability of the goods and confirmation of the order by MTHFR Support. MTHFR Support accepts no liability for any claims or damages whatsoever, in the event of stock outage or unavailability of the goods. If you do not receive a confirmation email within 24 hours of placing your order please contact orders@mthfrsupport.com.au.

3.3 In order to purchase products and services from MTHFR Support you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to MTHFR Support. If you are under 18, you need your parent or guardian to make the order on your behalf.

3.4 MTHFR Support reserves the right to accept or reject an order for any reason at any time.

3.5 When placing an order you undertake that all details that are provided to MTHFR Support are true and accurate, that you are an authorised user of the credit or debit card used to place the order and that there are sufficient funds to cover the cost of the goods.

The resale or distribution of MTHFR Support goods purchased on the website is prohibited.

4. Products and Services

MTHFR Support offers a range of products and services as described on the website.

All descriptions, images, and representations of products or services are for informational purposes only. The actual products or services may vary.

5. Payment & Pricing

When you place an order on our website, you agree to pay the specified price, including any applicable taxes and shipping costs.

Payment methods accepted are outlined on the website. Payments are processed through secure payment gateways and no credit cards are stored on our system.

5.1 The price with respect to any goods is specified on the website (“Price”). The price is exclusive of any delivery fee (see clause 5).

5.2 Unless otherwise stated, all prices quoted are in Australian dollars (\$AUD) and where applicable are exclusive of goods and service tax (“GST”). Any fees and charges (e.g. delivery fees) imposed by these Terms & Conditions will include GST where applicable.

5.3 MTHFR Support reserves the right to change or alter the prices of goods offered on the Website at any time without prior notice to you, unless you have submitted an order at a stipulated price, in which case there will be no change or alteration in pricing. You will be charged the prices displayed on website at the time your order was confirmed, provided that the goods ordered were available at that time.

5.4 You are required to pay for any order placed on the website immediately on placing your order. We only accept payment by PAYPAL or credit card, including MasterCard®, Visa and American Express. You can use gift certificates or credits issued by MTHFR Support to purchase items offered on the website.

5.5 Your credit card will be debited when your order is confirmed. If any of the goods in your order are unavailable, then we will hold your order for back ordered products.

5.6 In paying or attempting to pay for the goods, you agree that you have not engaged in any fraudulent conduct or contravened any law.

5.7 MTHFR Support will issue you with a tax invoice once payment in respect of the order has been processed.

6. Shipping and Delivery

6.1 We will make reasonable efforts to ensure prompt delivery of your order. Orders will be dispatched the next business day in Sydney Australia (excluding public holidays), for standard delivery following payment in full of the price. Dispatch times may vary according to availability, and any representations made as to delivery times are limited to Australia, are intended as an estimate only, and MTHFR Support will not be responsible for any delays resulting from postal delays or force majeure.

6.2 Any period or date for delivery of goods stated by MTHFR Support is intended as an estimate only and is not a contractual commitment. MTHFR Support will use its best endeavours to meet any estimated delivery dates but will not be liable for any loss or damage suffered by you or any other person for failure to meet an estimated delivery date.

6.3 Delivery of the goods to a third party nominated by you is deemed to be delivered to you. If the third party carrier damages the goods in transit, you are still required to pay the price for the goods and all amounts owing to MTHFR Support for the particular goods. If you have purchased insurance, then MTHFR Support and the freight forwarding company will claim on your behalf to recover some or all of the costs of the goods if the goods are lost or stolen.



6.4 You should check that your shipment is correct on delivery. If there are any discrepancies in your order when the goods are delivered to you, then note the nature of the discrepancy (for example – open package or damaged goods), if possible, on the delivery notice, and sign the notice.

6.5 Once the Customer's online purchase is complete the customer will receive an order confirmation and a tracking number will be provided to the customer after the good(s) are dispatched.

6.6 MTHFR Support reserves the right to amend delivery methods without notice.

6.7 We are unable to redirect orders once products have been dispatched.

7. Cancellation, Returns and Refunds

7.1 Unless provided for under these Terms and Conditions, no cancellations or changes to orders will be accepted, and the goods will be delivered to the stated delivery address in accordance with these Terms and Conditions. Therefore, you should carefully check that your order is accurate before you submit it. You will, however, be able to return goods in accordance with this clause and the Terms and Conditions.

7.2 If you do not wish to keep a good ordered on the website, you may return new and unused items within 14 days of the date of receipt, in its original condition and unused. MTHFR Support will refund the purchase price of the good(s) paid by you, minus shipping and handling charges. Please note that only goods purchased from the website will be accepted for return.

7.3 Goods for return must be posted at your expense, together with the original purchase invoice to the corresponding address (as follows) of the region which you purchased the Goods from:

MTHFR Support PO Box 1265, Neutral Bay Junction, NSW 2089

7.4 Goods received that are not in their original purchase condition will be rejected.

7.5 MTHFR Support will use reasonable endeavours to process all refunds within 14 days from the date the goods are received by MTHFR Support. MTHFR Support is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund, including any delay due to banking institution time frames.

7.6 Any good which MTHFR support has elected to accept for return shall be returned at your expense. You will only be refunded the cost of the good and not the original postage cost in respect of the goods refunded.

7.7 International refunds will be paid at the AUD rate accepted and no allowance will be made for fluctuations in foreign currency.

7.8 Unfortunately, MTHFR Support does not offer online exchanges on purchases of goods. If you wish to return the goods and receive another item, please return the goods in accordance with these Terms and Conditions. Once you receive your refund, please place a new order for new goods.

If you have any queries regarding your delivery, refund or return please contact us by emailing orders@mthfrsupport.com.au

8. Damaged or faulty goods

8.1 All goods come with guarantees that comply with the provisions of the Australian Consumer Law as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (“Australian Consumer Law”).

8.2 If you discover that a good is faulty or damaged at the date of delivery or that the good does not correspond with your order, you must notify MTHFR Support within 3 days and in accordance with the Australian Consumer Law via email at orders@mthfrsupport.com.au along with a description of the good, fault. If MTHFR Support inspects the good and confirms that the good is defective, we will replace it free of charge.

8.3 Save where a defect or error is not readily apparent in any reasonably conducted inspection of the good at the time of delivery, if you fail to notify MTHFR Support, you are deemed to have accepted the good(s) and lose all rights you would otherwise have against MTHFR Support in respect of the matters in clause 8.2.

8.4 Unless otherwise required by law, for goods which MTHFR Support has agreed in writing are defective or were delivered in error, MTHFR Support’s liability is limited to either (at MTHFR Support’s discretion):

- (a) provide a refund;
- (b) replacement of the Goods; or
- (c) repair of the Goods.

8.5 You shall only be entitled to make a claim pursuant to this clause if you afford MTHFR Support an opportunity to inspect the goods within a reasonable time upon request to confirm the defect or error in delivery.

8.6 You are responsible for all costs associated with making a claim under this clause, unless MTHFR Support agrees otherwise in its sole discretion.

8.7 MTHFR Support shall not cover any defect or damage which may be caused or partly caused by or arise through:

- (a) a use of the goods in a manner inconsistent with any uses specified in the order or other form for the goods; or
- (b) the continued use of any goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (c) an event of force majeure

8.8 You are liable for any delivery costs if the goods are found not to be faulty.

9. Intellectual Property

The content on our Website, including but not limited to text, images, logos, and trademarks, is protected by intellectual property laws and remains the property of MTHFR Support.

10. Disclaimer

We are not responsible for any loss or damage resulting from your use of our website or products and services.

11. Limitation of Liability

11.1 You agree to indemnify MTHFR Support, its affiliates, officers or directors from any third party claims, liability, damages and/or costs arising from your use of the website or breach of these Terms and Conditions, including damages caused by virus or any incorrectness or incompleteness of the information on the Website or the supply or use of the goods and/or services.

11.2 MTHFR Support does not accept responsibility for any loss or other detriment arising by reason of any theft, loss or damage to, or otherwise concerning any property belonging to you.

11.3 You accept upon delivery all risk for loss or damage to the goods whether caused by you or not, and you indemnify MTHFR Support against all claims, demands, suits and actions for loss or damage caused by or arising from the handling, transport, storage, display, installation, neglect or use of the goods after you have taken possession of the goods. Risk in the goods will remain with you at all times unless MTHFR Support retakes possession of the goods.

11.4 We exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any content or goods and services, available on or through using MTHFR Support's website/s. To the extent that MTHFR Support are prohibited at law from excluding our liability, We limit our liability to the extent permitted by law to resupplying the material, goods or the relevant service as the case may be.

11.5 MTHFR Support will not be liable to you or any third party for any indirect, incidental special or consequential damages whatsoever including, without limitation, loss of profits or other intangible losses, arising out of or in connection with your use or inability to use the MTHFR Support website, even if MTHFR Support has been advised of the possibility of such damages or loss.

11.6 You acknowledge and agree that any information provided on the website is not professional advice and is for the purpose of general knowledge only.

12. Governing Law and Jurisdiction

12.1 The Australian Consumer Law guarantees you certain conditions, warranties and undertakings, and other legal rights, in relation to the quality and fitness for purpose of consumer goods sold in Australia. These guarantees cannot be modified nor excluded by any contract. Nothing in these Terms and Conditions purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian Consumer Law and other laws which cannot be modified or excluded. Except as expressly set out in these Terms and the Australian Consumer Law, MTHFR Support makes no warranties or other representations in relation to the supply of Goods. MTHFR Support's liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by law.

12.2 These Terms and Conditions are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any, law implied terms, conditions, warranties, guarantees or obligations.

12. Changes to Terms and Conditions

We reserve the right to amend, remove or vary these Terms & Conditions from time to time without notice. Changes to the Terms & Conditions will become effective immediately upon publication on the Website and by continuing to visit, access or use the website you agree to be governed by these Terms & Conditions as the case may be from time to time.

13. Entire Agreement

These Terms and Conditions (including for the avoidance of doubt any other terms referred to within) constitute the entire agreement between the parties as to its subject matter and supersedes and cancels all prior agreements, understandings and negotiations in connection with it and may only be altered in writing signed by all parties.

By using our website and making a purchase, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.