

TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

"**Customer**" means any person who has registered on the Website and "**You**" shall have the same meaning;

"**GoodFoodWarehouse.com.au**" means Good Food Warehouse Pty Ltd ACN 128 731 788

"**Order**" means any Order placed in accordance with clause 4.1(a);

"**Terms and Conditions**" means these terms and conditions;

"**Website**" means www.GoodFoodWarehouse.com.au;

2. TERMS OF ACCESS TO THE WEBSITE

- (a) Your access to this Website, and the supply of all goods and services ("Products") by GoodFoodWarehouse.com.au, is conditional on your acceptance without alteration of these Terms and Conditions. By continuing to access this Website you are agreeing to these Terms and Conditions.
- (b) These Terms and Conditions may be varied or modified from time to time at the sole discretion of GoodFoodWarehouse.com.au without providing notice of such a variation to you.
- (c) Should you object to any of these Terms and Conditions (including any subsequent amendments), you must immediately discontinue use of this Web site.

3. GOODFOODWAREHOUSE.COM.AU REGISTRATION

3.1 Eligibility

You must be over 18 years of age to register or use this Website. By using the Website, you represent, undertake and warrant that you have the right, authority and capacity to enter into and comply with all of the Terms and Conditions.

3.2 Registration

You may register on the Website free of charge which will not obligate you to purchase any products. In the event you wish to remove your information from the GoodFoodWarehouse.com.au database, you must write to GoodFoodWarehouse.com.au. Removal of your information only becomes effective upon actual receipt by GoodFoodWarehouse.com.au of your notification of removal.

3.3 Password

As part of the registration process, you will be required to select a password. You are solely responsible for the confidentiality and use of your password (including all activities conducted under your password) and agree not to transfer your use of or access to the Website to any third party. If you have reason to believe that your account is no longer secure, you must immediately notify us and you must promptly change your password by updating your account information.

3.4 Accurate information

You represent, warrant and undertake that the information that you supply to GoodFoodWarehouse.com.au, and specifically all information capable of identifying you, such as your ABN, is accurate in all respects and does not breach these Terms and Conditions.

3.5 Use of Website

You acknowledge that your use of the Website is solely at your own risk. You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any

interference or damage to your own computer system which arises in connection with your use of the Website.

4. ONLINE ORDERS

4.1 Orders

- (a) To place an Order, you must login using your password. You can then select the products you wish to purchase and proceed to payment. Once you have completed the Order process, you will receive an email confirming your Order and payment details. By placing an Order and providing payment, you are agreeing to abide by these Terms and Conditions as identified on the Website.
- (b) GoodFoodWarehouse.com.au reserves the right to refuse service and/or cancel Orders at its discretion including, without limitation, if GoodFoodWarehouse.com.au believes that customer conduct violates applicable law or is harmful to the interests of GoodFoodWarehouse.com.au
- (c) GoodFoodWarehouse.com.au can only deliver Orders to destinations in mainland Australia or Tasmania.

4.2 No cancellations

Once your Order has been placed, we will immediately start to have it packed and dispatched. This needs to be done to ensure all Orders are delivered as quickly as possible. Therefore it is NOT possible to change or cancel your Order once you receive a confirmation receipt of the Order.

4.3 Payment

- (a) All product pricing listed on the Website or any other communication is in Australian Dollars (AUD) unless otherwise stated.
- (b) All prices and amounts specified on the Website are GST exclusive amounts (as GST is defined by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)). The Customer must pay to GoodFoodWarehouse.com.au all GST in addition to the consideration for any taxable supply made to the Customer pursuant to these Terms and Conditions.

4.4 Delivery

- (a) GoodFoodWarehouse.com.au aims to dispatch your Order on the next working day after your Order has been placed. You will be emailed a notification of dispatch as well as Order tracking details ("Dispatch").
- (b) Shipping will be approximately 2-4 days after the date of Dispatch. This estimate excludes weekends and public holidays. Whilst every effort is made to work within these estimated delivery periods, GoodFoodWarehouse.com.au will not be liable for a delay in delivery.
- (c) Orders will be delivered to the shipping address provided. In the event that there is no one there to collect your Order, a calling card will be left with details of how to collect your Order. Should you agree to have your product left and not signed for, GoodFoodWarehouse.com.au shall not be held liable for Orders delivered under these circumstances. The Order will be at your risk upon its delivery.
- (d) In the unlikely event that the Order is not successfully delivered, the Order will not be re-dispatched until freight is paid again by the Customer. GoodFoodWarehouse.com.au reserves the right to hold the Order until such times as the freight has been repaid. If the Customer wishes at this point to cancel the Order, then GoodFoodWarehouse.com.au shall refund the cost of the Order less the cost of the original freight and an administrative fee of \$50-00. Should the total Order be less than the cost of the freight and administrative fee, then there will be no refund to the Customer.
- (e) In the event an Order is going to be delayed, a GoodFoodWarehouse.com.au customer service person will contact you with a revised delivery timetable.

4.5 Discontinued Products

GoodFoodWarehouse.com.au makes every effort to keep product listings up to date, however, products listed on the Website may be discontinued by a supplier, and such discontinuance is beyond the control of GoodFoodWarehouse.com.au. Should an Order be placed for a product that is discontinued, a GoodFoodWarehouse.com.au customer service representative will contact you immediately and an alternative product may be selected or a credit for product will be issued.

5. RETURNS

5.1 Customer Obligations

Upon receipt of your Order, you acknowledge and agree to:

- (a) inspect all cartons/boxes that make up the Order carefully and note any immediately observed damaged to the delivery driver;
- (b) provide a complete report of any damage when signing for the product and ask the driver for a written receipt acknowledging the damage and the delivery person's name;
- (c) retain any damaged products and report the claim to GoodFoodWarehouse.com.au within 48 hours of the delivery via shipping@goodfoodwarehouse.com.au;
- (d) provide the following in each report:
 - (i) Contact name and telephone number;
 - (ii) GoodFoodWarehouse.com.au Customer Number (on payment receipt);
 - (iii) Order number;
 - (iv) Products;
 - (v) Description of your claim; and
 - (vi) Photos (this is optional however they assist greatly in ensuring a quick resolution).

5.2 Refunds

- (a) GoodFoodWarehouse.com.au is under no duty or obligation to accept Products returned by the Customer and will only do so on terms to be agreed in writing in each individual case. Failure to notify GoodFoodWarehouse.com.au in the manner described in clause 5.1 within 48 hours of delivery of the Order will be deemed by GoodFoodWarehouse.com.au as your acceptance of the Order and an exchange or refund will not be available.
- (b) You are responsible for providing GoodFoodWarehouse.com.au with the correct delivery information. If your Order is returned to GoodFoodWarehouse.com.au as a result of incorrect delivery information or your failure to collect the Order (where it has not been delivered), you are responsible for any shipping charges for the return of the Order.

5.3 Credits

All credits issued by GoodFoodWarehouse.com.au will be available to use on your next Order. GoodFoodWarehouse.com.au will not authorise the use of a credit until the Order on which the credit has been issued has been returned to and received by GoodFoodWarehouse.com.au or its Suppliers, unless otherwise directed in writing by GoodFoodWarehouse.com.au.

6. WEBSITE CONTENT

6.1 Product information

- (a) GoodFoodWarehouse.com.au prides itself in ensuring all information supplied to its customers is accurate and up to date, however, in rare instances, typographical errors and inaccuracies may occur. GoodFoodWarehouse.com.au reserves the right to correct any errors, inaccuracies or omissions and to change or update information or pictures at any time without prior notice

(including after you have placed your Order). Possible changes may include but are not limited to product type, price, photographic depiction and availability.

- (b) web images of products contained within the Website are provided for illustrative purposes only. GoodFoodWarehouse.com.au shall not be held responsible for any variation in those products Ordered to those web images displayed on the Website.

6.2 Intellectual Property

Copyright in this Website (including text, graphics, logos, icons, sound recordings and software) is owned by GoodFoodWarehouse.com.au. Information procured from a third party may be the subject of copyright owned by that third party. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
- (b) commercialise any information, products or services obtained from any part of this Website, without the written permission of GoodFoodWarehouse.com.au or, in the case of third party material, from the owner of the copyright in that material.

7. LIMITATION OF LIABILITY

- (a) While GoodFoodWarehouse.com.au endeavours to ensure the accuracy of information displayed on this Website, to the greatest extent permitted by law, GoodFoodWarehouse.com.au will not be liable to any person for any loss or damage, which may arise from the use of any of the information contained within this Website.
- (b) GoodFoodWarehouse.com.au shall not be liable for any loss of income, profits, contracts, and data or for any indirect or consequential loss or damage of any kind whatsoever arising, and whether caused by tort (including negligence), breach of contract or otherwise resulting from purchases made through GoodFoodWarehouse.com.au
- (c) Under the Trades Practices Act 1974 (“ACT”) where implied conditions and warranties cannot be excluded, any liability on GoodFoodWarehouse.com.au for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited at the option of GoodFoodWarehouse.com.au to the replacement of the product/s or the re-supply of the same product/s, the payment of cost of replacing the product/s, or of providing equivalent product/s.
- (d) These terms and Conditions are governed by the laws of Queensland, Australia.

8. GENERAL

8.1 Privacy

We undertake to comply with the terms of our Privacy Policy which is located on the Website.

8.2 No Assignment

All Contracts of Sale entered into are between the customer and GoodFoodWarehouse.com.au No rights and or obligations whether in part or in whole can be assigned to a third party without the express written permission of GoodFoodWarehouse.com.au Any third party transfer without the written permission of GoodFoodWarehouse.com.au shall be deemed to be null and void.

8.3 Severance

In the event that a competent authority holds part of the Terms and Conditions as laid down on this website or those deemed to form part of the Contract of Sale to be invalid or unenforceable in whole or part, the validity of the remaining Terms and Conditions shall not be affected.