

TERMS AND CONDITIONS OF SALE

The purchase of products from J & L Collins Pty Ltd trading as Queensland Appliances ("Queensland Appliances") is subject to these Terms and Conditions of Sale ("Terms"). In these Terms, "we", "us" or "our" means Queensland Appliances and "you" and "your" means the purchaser of products from Queensland Appliances pursuant to these Terms. Review these Terms carefully as they constitute a contract between you and Queensland Appliances and apply to all products purchased by you. If you do not agree with any of these Terms, you should not make a purchase. These Terms are subject to change, in our discretion. Because the Terms may change, you should review the Terms each time you make an order. The Terms which apply at the time you place an order are the Terms that will govern that purchase.

1. Placing an order

1.1 Subject to availability, you may order as many products as you wish in one order. If, however, if you elect to place multiple, separate orders, a separate delivery fee (where applicable) may apply to each order.

1.2 If you are placing an order for or to be delivered to a third party, you represent and warrant to us that you have obtained consent from that third party to provide us with their Personal Information (as that term is defined in the Privacy Act, 1988 (Cth)).

1.3 We may, in our discretion, accept or reject an order for any reason, at any time. If we reject an order, you will receive a full refund of any money paid.

1.4 We will not be liable to you for any loss you or any third party suffers for a delay or failure to process your order or deliver products due to inaccurate or incomplete details being provided in an order.

1.5 We may agree to hold a product on your behalf upon payment of a deposit equal to 20% of the purchase price on the strict condition that the balance purchase price is paid in full within four (4) weeks of placing the order, failing which you will forfeit the deposit and have no further claims against us.

2. Availability & description of products

2.1 You must choose your products carefully. It is your responsibility to check the order (including all pricing and product information) before you complete the online checkout process or before you place your telephone order.

2.2 Product images, product specifications and product information including product brochures and user manuals may vary as these can be changed at any time by suppliers and may not be updated instantly on our website.

2.3 From time to time, products may be out of stock and we may not be able to fulfil your order. If this happens, we will contact you and refund you the price paid for any products we are unable to supply.

2.4 We may withdraw or suspend from sale any product advertised, either temporarily or permanently. If we withdraw or suspend from sale a product after your payment has been processed, we will contact you and provide you with a full refund of any money paid.

2.5 Queensland Appliances reserves the right not to honour any incorrect offers represented on the Website made by genuine human or system error. If your order is affected by such an error (which may include an error in description, price or otherwise), we will contact you, and cancel or reject, and refund the value of, that part of your order affected by the error.

2.6 Queensland Appliances has made reasonable efforts to ensure that product information is accurate and to display as accurately as possible the colours of our products, however we cannot guarantee that your screen's display will accurately reflect the colour of the product on delivery.

2.7 You acknowledge and agree that images of products are for illustrative purposes only and that any accessory featured with a product may be sold separately.

2.8 Factory seconds and refurbished products may have cosmetic imperfections. You acknowledge and agree that factory seconds and refurbished goods are sold "as is", subject only to the terms of Queensland Appliances warranty and any consumer guarantees you are entitled to under the Australian Consumer Law. You warrant to Queensland Appliances that you have taken reasonable care in inspecting the product

prior to making the purchase. We take no responsibility for your failure to adequately inspect a product.

3. Price and payment

3.1 When you place an order, we will charge you, and you agree to pay:

(a) the purchase price for each product ordered; and
(b) any applicable delivery or handling fees, in the amounts specified on the Website or advised to you by the customer service representative.

3.2 All prices, delivery and handling fees are expressed in Australian dollars, and are inclusive of any applicable GST (as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth)).

3.3 Prices are subject to change and you should be sure to check the latest price on our website or confirm the price with our sales team over the telephone before placing your order. If you have already placed an order, the price that applies is the price specified at the time your order was finalised (unless clause 2.5 applies).

3.4 Payment methods are specified on the Website or told to you at the time you place your order. The name on any credit card used for payment must match the name on the order.

3.5 If your payment cannot be processed, your order will be rejected, and you will be prompted to review the details provided or use an alternate payment method.

3.6 You represent and warrant that in paying or attempting to pay for products using the Website, over the telephone or in person, you are not engaged in any fraudulent conduct or contravening any applicable state or federal laws.

3.7 We will provide you with a receipt upon processing payment. Your receipt, not your order confirmation is your proof of purchase. Keep it in a safe place as it is required for any warranty claims.

4. Cancelling or changing your order

4.1 Unless otherwise provided for in clause 5 or agreed to by Customer Service, no cancellations or changes to orders will be accepted. Carefully check your order details before submitting an order using the Website or, for telephone orders, make sure you reconfirm your order, payment and delivery information with the customer service representative.

4.2 If we cannot contact you about your order, using the contact details provided by you, we may, at our discretion, cancel your order and refund any money paid using the same payment method as the original payment.

5. Delivery & Installation

5.1 Products will not be dispatched for delivery until full payment, inclusive of any applicable GST, delivery and handling fees, has been received.

5.2 Delivery and handling fees (where applicable) will be advised at point of sale, prior to you completing your transaction. If you do not agree to pay the delivery fee, you should not complete your order.

5.3 You may request a date for delivery, and we will do our best to arrange delivery on that date; however, some delivery areas have set delivery days. If we cannot deliver on your preferred day, we will contact you as soon as possible.

5.4 If you are not available to take delivery upon the first delivery attempt of the item, you may be charged a delivery fee for each additional delivery attempt.

5.5 Delivery will be made to the address specified in the purchase order. If you need to change the delivery address, please contact Customer Service as soon as possible and we will do our best to redirect your order. However, we will not be liable for any loss you or any third party suffer as a result of our inability to execute your request to change the delivery address.

5.6 Deliveries are made using third parties. As such, we cannot commit to an exact delivery date or time. You will, however, be provided with an estimated delivery date and approximate time.

5.7 A signature on delivery may be required.

5.8 You must disclose if there are any stairs at the delivery address. A failure to make adequate disclosure could result in a delay in the delivery of your product, an additional charge and/or a waiver of our requirement to install the product (where applicable). You indemnify and release us from any loss, damage or cost incurred as a result of your failure to adequately make disclosure in this regard.



5.9 We may agree to install the product on your behalf; however, will not be required to make any modifications to the installation space other than some minor cabinetry drilling. We will not cut surfaces or resize spaces on your behalf.

5.10 If you required after installation of a new product, you agree to pay Queensland Appliances a removal fee for disposing of any your old product.

5.11 Where a licensed electrician or technician is required for the install, you agree to pay their installation fee as disclosed to you at the time of booking the installation.

6. Title and risk

6.1 You are not entitled to take possession or control of any products until such time as Queensland Appliances has received payment in full.

6.2 Title and risk in the products pass to you on the date and at the time the products are delivered to you in accordance with clause 5. In the event a product is returned for change of mind pursuant to clause 8, title and risk in the product being returned passes to Queensland Appliances at the time the product is delivered.

7. Warranties, repairs and limitation of liabilities

7.1 Notice under Australian Consumer Law for Australian purchasers: Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. In addition, refurbished parts may be used to repair products presented for repair under warranty.

7.2 In addition to the rights and remedies afforded to Australian consumers under the Australian Consumer Law, Queensland Appliances provides a warranty on the products it sells.

7.3 The warranty period, terms and conditions vary by product.

7.4 The warranty period for products that are sold:

- (a) scratched or damaged, is 1 year;
- (b) second hand, is 3 months;
- (c) new, is as per manufacturer's warranty.

7.5 For refurbished products, Queensland Appliances offers a 6-month limited (parts and labour) repair warranty against manufacturer defects arising within the first 6 months after purchase.

7.6 The warranty granted by Queensland Appliances herein

- (a) does not cover faulty workmanship performed by third parties.
- (b) does not cover any loss in value of the product or other consequential damage or loss;
- (c) does not cover any damage or deterioration in the general condition of the product as a result of normal aging or usage wear and tear or exposure to the elements;
- (d) does not cover any damage or deterioration to any particular repair that we have made, which is as a result of normal aging or usage wear and tear or through exposure to the elements or as a result of further damage being sustained to the repaired section of the product;
- (e) does not cover cosmetic defects, defects disclosed in the product description or any other defects that do not affect the operation of the product (i.e. does not cover replacement of doors or shelves);
- (f) does not extend to any consequential loss, including but not limited to spoiled food or damaged clothing, floor coverings and/or furniture.

7.7 Replacement or repair of a product under warranty does not extend or restart the warranty term.

7.8 Queensland Appliances reserves the right to repair the product three (3) times before offering a refund or replacement.

7.9 For service enquiries or further warranty information, please call Customer Service, on: **PHONE** or **EMAIL**.

7.10 Queensland Appliances excludes to the fullest extent lawfully possible, all implied terms and warranties, whether statutory or otherwise, relating to purchases made under these Terms.

7.11 Except to the extent provided for under Australian Consumer Law, we will not be liable to you for any special, indirect or consequential loss or

damage (including loss of profit or opportunity or damage to good will) arising out of or in connection with the products sold under these Terms or these Terms themselves, whether in equity, common law or pursuant to statute or otherwise. Further, Queensland Appliances' total liability arising out of or in connection with the sale of products under these Terms, will not exceed the total price paid by you for the purchase of the product which is the subject of any claim.

7.12 You warrant to Queensland Appliances that you will use the product with reasonable care and only for its intended use. You acknowledge that a breach of this warranty by you may result in a forfeiture of the warranty granted by Queensland Appliances.

7.13 You must, when using any premises or facilities of Queensland Appliances, comply with all reasonable directions and procedures as notified by the staff and employees of Queensland Appliances (and or as notified on applicable signage), including those relating to security and occupational health and safety which are in effect at the premises or facility. You indemnify and release Queensland Appliances for any loss or injury suffered as a result of your failure to comply with said directions or failure to adequately familiarise yourself with the occupational health and safety requirements displayed in or throughout the premises.

7.14 We take no responsibility for, and you indemnify us against, any damage loss or injury suffered as a result of our assisting you with loading a purchased product upon your request.

8. Returns and refunds

8.1 Please choose carefully as refunds are not offered for change of mind only.

8.2 You warrant to Queensland Appliances that, prior to making payment, you have satisfied yourself that the product is suitable for your intended use (including size and dimensions). You acknowledge that you will not be entitled to a refund in the event that you have made an error in assessing the product for your intended use.

8.3 Notwithstanding clause 8.1 & 8.2, we may, in our sole discretion, offer an exchange for a product of equal value or a credit note.

8.4 Any refund will be paid using the same payment method as the original payment method.

9. Privacy

9.1 Your privacy is important to us. Personal information which you provide to us online or through Customer Service as part of the ordering process, including your contact and address details, will be kept, used and disclosed by us in accordance with our Privacy Policy for the purpose of processing and delivering your order.

9.2 Queensland Appliances reserves the right to conduct and implement fraud detection processes, including without limitation to validate your credit card or payment details.

10. General

10.1 These Terms and our Privacy Policy form the entire agreement between you and us relating to your purchase of products using the Website, by telephone or in person.

10.2 If any provision of these Terms is invalid, illegal or unenforceable, that term or those terms are ineffective to the extent of the prohibition or unenforceability, without invalidating the remaining provisions of these Terms.

10.3 Any failure by us to exercise a right under these Terms does not constitute a waiver of any existing or future rights in relation to the provision.

10.4 These Terms are governed by the laws of Queensland, Australia. Any transaction conducted under these Terms is deemed to have taken place in Bowen Hill, Queensland.

