

This document details the terms and conditions by which we supply products listed via our website www.aspel.com.au

Please take the time to read these terms and conditions carefully. Importantly, you should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. Similarly, please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

CONTENTS

1. Definitions and interpretation
2. Your status
3. How the Contract is formed between you and us
4. Consumer rights
5. Availability and delivery
6. Risk and title
7. Price and payment
8. Warranty and returns
9. Our liability
10. Written communications
11. Notices
12. Transfer of rights and obligations
13. Events outside our control
14. Waiver
15. Severability
16. Entire agreement
17. Our right to vary these terms and conditions
18. Law and jurisdiction

1. DEFINITIONS AND INTERPRETATION

In these Terms, ACL means the Australian Consumer Law schedule of the Competition and Consumer Act 2010 (Cth) as amended; consumer is as defined in the ACL; GST means the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended; Order means any order for Products that you place with us through our Website; Products means and includes both goods and services provided by us to you; Terms means these and any additional or amended terms of sale which apply to Products or credit which we provide to you; you (and your) means the individual, partnership, corporation or association being the customer to whom Products are sold or provided by us (or our agent); we and us and our means and will be interpreted as Aspel Cleaning Equipment Pty Ltd, a company registered in Australia with ABN 22 052 245 226 and with our registered office and main trading address at 3/14 Coombes Dr, Penrith NSW 2750, and Website means the Aspel Cleaning Equipment Pty Ltd website located at www.aspel.com.au.

2. YOUR STATUS

Our site is only intended for use by people resident in Australia. We do not accept orders from individuals outside Australia.

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old; and

- (c) you are resident of Australia; and
- (d) you are accessing our site from Australia; and
- (e) you have accepted these Terms in the version applicable at the time of your Order.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us. The contract between us (Contract) will only be formed when we dispatch the Product. In placing an Order with us, you agree and acknowledge that:

- (a) you have not relied on any service involving skill and judgement, or on any advice, recommendation or assistance provided by us in relation to the Products or their use or application;
- (b) you have not made known to us, either expressly or by implication, any purpose for which you require the Products; and
- (c) you have the sole responsibility of satisfying yourself that the Products are suitable for your use.

4. CONSUMER RIGHTS

- 4.1 Nothing in these terms and conditions affects your statutory rights under the ACL.
- 4.2 Please make your decision to purchase carefully. Aspel Cleaning Equipment Pty Ltd will not offer a refund or exchange if you simply change your mind, or the product is not what you expected.

5. AVAILABILITY AND DELIVERY

We always aim to dispatch all Products in stock within 2 to 3 working days. Any period or date for delivery of products that we state is an estimate only and is not a contractual commitment. We will use our best endeavours to meet any estimated dates for delivery of Products, but will not be liable for any loss or damage suffered by you or any third party for failure to meet any estimated date. You must inspect your Order immediately upon delivery and notify us immediately if the Order is incorrect, incomplete or damaged.

6. RISK AND TITLE

- 6.1 The Products will be at your risk from the time of delivery.
- 6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. PRICE AND PAYMENT

- 7.1 The price of our products and our delivery charges will be as quoted on our website at the time of your Order, except in cases of obvious error.
- 7.2 Product prices include GST.

7.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders already placed.

7.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. If a Product's correct price is higher than the price stated on our site, we will, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.5 Payment for all Products must be by credit or debit card. We accept payment with Visa and MasterCard. Your card may be charged before we dispatch your order.

8. WARRANTY AND RETURNS

8.1 Returns are not generally permitted due to change of mind. For further information on how to return an item purchased through the Aspel Online Shop only, please contact Customer Care on 1300 311 999

8.2 Our goods 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8.3 In addition to the statutory guarantees under the Australian Consumer Law, and subject to this clause 9, Aspel Cleaning Equipment Pty Ltd warrants that any product purchased from us through our site will on delivery and as a minimum, based upon the warranty applicable to a particular item, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

8.4 We will at our option repair, replace or refund the price of Products which you notify us are defective within the time limits set out in clauses 9.4 and 9.5.

8.5 You must notify any defect to us as soon as possible and in any event:

- (a) within 28 days of receipt of the relevant Product; or
- (b) if later, within 28 days of the date on which the defect becomes apparent.

8.6 To make a warranty claim, you need to cease using the relevant Products and call the Aspel helpline on 1300 311 999 or contact admin@aspel.com.au. Under this warranty, you must bear the cost of sending any product back to Aspel. If Aspel accepts your warranty claim then it will reimburse your reasonable shipping costs.

8.7 This warranty shall not apply to defects caused by misuse, neglect, accident, improper storage, installation or handling, frost damage, repair or alteration not carried out or authorised by us or the use of incorrect electrical supply voltage, contaminated water supply or unsuitable chemicals.

8.8 The rights afforded under this warranty are in addition to any other rights available to you under law.

9. OUR LIABILITY

9.1 We will not be liable to you for any breach of our obligation to supply Products pursuant to an Order from you, if our failure to supply those Products is the result of any Force Majeure Event or any other matter beyond our reasonable control.

9.2 Except as these Terms specifically state, or as contained in any express warranty provided in clause 9 or otherwise by us, our Contract with you does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Products.

9.3 Subject to any provisions of the ACL that cannot be excluded, our liability for any loss or damage suffered by you under this Contract will be limited to the purchase price of the Products you have already paid.

9.4 We are not liable for any indirect or consequential losses or expenses suffered by you or any third party howsoever caused, including but not limited to loss of turnover, profits, business or goodwill, or any liability to any other party, except to the extent of any liability imposed by the ACL.

9.5 If you are a consumer, nothing in these Terms restricts limits or modifies your rights or remedies against us for failure of a statutory guarantee under the ACL.

9.6 If you on-supply the Products to a consumer, then payment of any amount required under section 274 of the ACL is the absolute limit of our liability to you, howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Products by you or any third party.

9.7 Nothing in these Terms is to be interpreted as excluding, restricting or modifying the application of any State or federal legislation applicable to the sale of the Products which cannot be so excluded, restricted or modified.

10. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. NOTICES

All notices given by you to us must be given to Aspel Cleaning Equipment Pty Ltd or to admin@aspel.com.au. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 48 hours after an email is sent, or ten days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

12.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14. WAIVER

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

14.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

15. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will

to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. ENTIRE AGREEMENT

16.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

16.2 Nothing in this clause limits or excludes any liability for fraud.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

17.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we dispatch the Product (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

18. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by laws of the State of New South Wales, Australia. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the State of New South Wales, and courts entitled to hear appeals from those courts.

