

## Terms & Conditions

### **GOLDENHOOD STANDARD TERMS & CONDITIONS OF SALE ("this Agreement")**

In this Agreement, the  
"Customer"

means any person who places an Order with GoldenHOOD; the

"Goods"

means any items sold or supplied by GoldenHOOD under an Order;

" GoldenHOOD "

means Rangehood Range Pty Limited (ACN 092964657) of 18 Alfred Street, Blackburn,  
VIC 3130;

"Order"

means any request or order to purchase the Goods, and;

the "Parties" refers to the Customer and GoldenHOOD.

#### **1. Validity**

1.1 This Agreement is the only form of contract between the Parties and any Customer terms and conditions will not apply unless expressly agreed in writing. By submitting an Order, whether through GoldenHOOD website or through one of its catalogues, stores or call centre, the Customer agrees to apply the terms and conditions of this Agreement in priority over any other agreement between the Parties except previously agreed GoldenHOOD Credit Account terms and conditions which, where conflict arises, take precedence over this Agreement.

1.2 Any Order is subject to acceptance by GoldenHOOD. GoldenHOOD is not obliged to accept any Order or to justify refusal of the same. Receipt of payment for Goods by GoldenHOOD does not in itself constitute acceptance by GoldenHOOD of the Order.

1.3 GoldenHOOD may vary the terms and conditions of this Agreement from time to time by publishing new terms and conditions on the GoldenHOOD website or catalogue.

## **2. Goods being Sold**

2.1 Descriptions and specifications for the Goods are set out on the GoldenHOOD website at the time of the Order or the GoldenHOOD catalogue from which the Order is placed provided the catalogue is current at the time of the Order.

2.2 If any Goods are unavailable or out of stock then GoldenHOOD may cancel the Order in whole or in part and refund any monies paid, issue a credit note or otherwise vary the Order with the Customer's approval.

2.3 Customers placing Orders for age-restricted goods such as solvents and knives confirm that they are over 18 years of age and that delivery will be accepted by a person over 18 years of age.

## **3. Terms of Payment and Payment Methods**

3.1 Current prices for Goods are available on the GoldenHOOD website or its latest catalogue. Prices may change from time to time. Occasionally, there may be a difference in price between the GoldenHOOD website and its catalogue. GoldenHOOD is under no obligation to honour a website price if the Order is placed through the catalogue. GoldenHOOD is under no obligation to honour prices advertised in old catalogues. A delivery and/or insurance charge may be payable in addition to the price of the Goods which will be notified to the Customer before the Customer submits the Order. All prices are quoted in Australian Dollars.

3.2 Unless otherwise stated, all prices quoted exclude GST. GST will be charged in accordance with the relevant regulations in force at the time of the Order.

3.3 Occasionally an error may cause the price published or advertised for Goods to be incorrect, in which case GoldenHOOD will be under no obligation to honour the incorrect price.

3.4 Payment for Goods and Delivery may be made by any of the options listed on the GoldenHOOD website or catalogue, depending on the method of placing the Order. Bank/Electronic Fund Transfers must include the Order reference number as a payment reference and be made to:

Account Name: Rangehood Range Pty Ltd

BSB: 063894

Account Number: 10153024

3.5 GoldenHOOD reserves the right to charge interest on late or overdue payments by the Customer at 30% accruing daily.

3.6 All Orders may be subject to further credit or security checks.

## **4. Delivery**

4.1 Full delivery prices and options are listed on the GoldenHOOD website or catalogue and are subject to change from time to time.

4.2 Certain large, heavy or bulky items and deliveries to offshore/remote deliveries (including Tasmania) will attract higher delivery prices and delivery times will be longer, depending on the delivery location. Delivery prices and times for these items will be discussed for confirmation with the Customer after an Order has been placed.

4.4 GoldenHOOD will use reasonable endeavours to ensure its delivery agents meet delivery estimates. However GoldenHOOD cannot be held liable for any delay in delivery.

4.5 Risk in the Goods transfers to the Customer at the time of delivery but title will not pass until payment has been made in full for the Goods in question. Customers are advised to notify GoldenHOOD immediately if Goods are delivered in damaged or soiled packaging.

4.6 Goods delivered are used, stored and installed at the Customer's own risk and GoldenHOOD will not be liable for any damage, loss or disruption caused by the same unless caused by GoldenHOOD's negligence. Where installation/disconnection services have been ordered by the Customer, further charges, terms and conditions may apply as communicated by GoldenHOOD to the Customer before delivery.

4.7 All large machinery, refrigeration and flat packed Goods are delivered to the front door of ground floor locations only. The delivery person/driver may at his/her discretion assist with delivering the Goods to a location within the premises nominated by the Customer, at the Customer's sole risk.

4.8 If (i) the Customer will not or does not accept delivery when the Goods are ready for delivery or (ii) GoldenHOOD or its agent cannot effect delivery because GoldenHOOD or its agent considers at the time of delivery that delivery would be hazardous or would be contrary to their policies, industry practice or statutory requirements or (iii) because the Customer has not provided GoldenHOOD with appropriate instructions, documents, licences or authorisations to properly, legally and safely effect delivery of the Goods, risk in the Goods passes to the Customer, the Goods will be deemed delivered, and GoldenHOOD may store the Goods until actual delivery, in which case, the Customer will be liable to GoldenHOOD for all related costs, such as re-delivery charges, storage and insurance.

## **5. Warranties and Returns**

5.1 Change of mind returns may be rejected, refunded in whole or in part to the Customer at GoldenHOOD's discretion. Where a refund is accepted, goods delivered may be returned for a refund, exchange or replacement within 30 days provided they are returned unused, in a saleable condition and in their original packaging. Certain

large or bulky items may be subject to a restocking fee. Certain Goods cannot be returned for hygiene purposes. Certain Goods such as knives must be returned in adequate postal packaging for health and safety reasons. The cost of returns may be refunded in whole or in part to the Customer at GoldenHOOD's discretion.

5.2 Goods that are damaged on delivery must be reported to GoldenHOOD within 24 hours. Large Goods such as fridges must be visually inspected by the Customer on delivery for damage and an acceptance of delivery docket completed noting any damage that resulted from delivery. Goods that are missing, delivered faulty or defective by GoldenHOOD may be replaced, repaired, refunded or exchanged at GoldenHOOD's discretion provided GoldenHOOD is informed in writing within 28 days. Certain Goods may be disposed of in accordance with GoldenHOOD safety instructions for replacement, refund or exchange with GoldenHOOD's prior approval.

5.3 Clauses 5.1 and 5.2 above do not apply to any defect in the Goods caused by the fault, negligence or failure of the Customer to adhere to manufacturer instructions. Engineer call-outs and repairs carried out on non-warranty faults or defects may be subject to further charges. No Goods will be sold on a 'sale or return' basis without the prior written approval of GoldenHOOD.

5.4 Statutory rights for Customers placing Orders under \$40,000 as private consumers for personal, domestic or household use (as defined by law) are not affected.

## **6. Termination**

6.1 GoldenHOOD reserves the right, by notice to the Customer, to cancel or suspend any Order where payment has not been received in accordance with clause 3 above.

6.2 GoldenHOOD reserves the right to terminate this Agreement if the Customer cannot pay its debts or becomes bankrupt or has a winding-up order made or an administrator, liquidator, receiver or similar is appointed over the whole or a substantial part of the assets and undertaking of the Customer.

6.3 GoldenHOOD reserves the right to suspend or terminate performance of this Agreement where delivery or supply of the Goods and/or performance of this Agreement is affected by reasons out of GoldenHOOD's reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.

6.4 GoldenHOOD reserves the right to cancel any Order where it is reasonably suspected that the Customer is not legally permitted to purchase any Goods specified in the Order (such as solvents and knives).

## **7. Limitation of Liability**

7.1 The Customer agrees that GoldenHOOD will not be liable for any losses or damage suffered by the Customer including but not limited to loss of business, business interruption or loss of time, due to the use or purchase of the Goods by the Customer. Nothing in this Agreement shall exclude GoldenHOOD's statutory liability for injury or death.

7.2 Goods sold are not insured for delivery unless confirmed as insured by GoldenHOOD on acceptance of the Order.

## **8. Intellectual Property Rights and Confidentiality**

8.1 Goods sold or supplied by GoldenHOOD may be subject to copyright (whether owned by GoldenHOOD or a third party) and the Customer covenants not to breach, infringe or prejudice any intellectual property and copyright associated with the Goods without approval. The Customer agrees to indemnify and hold GoldenHOOD harmless for any breach of said covenant.

8.2 The Customer's data protection and privacy rights under this Agreement are set out in GoldenHOOD's privacy policy (available on the GoldenHOOD website).

## **9. Jurisdiction**

9.1 This Agreement is governed by the law of Victoria and the Parties submit to the nonexclusive jurisdiction of the courts of Victoria.

9.2 Any right or obligation contained in this Agreement will be distinct and severable and if one or more of the same are declared invalid, illegal, void or unenforceable then the remainder will continue in force and effect to the fullest extent permissible by law.