

# Greg Pullman ATF The H.J. Darlington Trust, T/A Pullman Espresso Accessories

## WEBSITE TERMS AND CONDITIONS OF SALE

### 1. Definitions

#### 1.1 In these Conditions of Sale:

- 1.1.1 "The Business" means Pullman Espresso Accessories
- 1.1.2 "The Customer" means the person, firm or Company ordering or buying the goods from The Business;
- 1.1.3 "The Goods" means goods or services supplied by The Business to The Customer.
- 1.1.4 "Our Website" means <http://www.coffeetamper.com.au> or <http://www.thingscoffee.com.au>.

1.2. These conditions shall apply to and be incorporated into every agreement between The Business and The Customer under which The Business supplies goods or services at the request of The Customer.

1.3 No contract in respect of the Goods will arise between The Business and The Customer until The Customer's order has been accepted by The Business.

1.4 These conditions shall take precedence over any conditions set out in any communication or document of The Customer regardless of the date or time of such communication or document and shall only be varied with the express written consent of The Business.

1.5 Any quotation and contract between The Business and The Customer shall in all respects be governed by and construed in accordance with Australian law and the Courts of Australia shall have jurisdiction to hear all disputes arising in connection with the contract.

### 2. Price

2.1 Unless otherwise specifically stated, all prices on Our Website are in Australian currency (E. & O.E.) and are inclusive of packaging but exclusive of GST and freight charges. The Business shall charge extra in respect of such items.

2.2 Prices quoted are current at the time of order and will be honoured for as long as it takes to supply your order.

### 3. Payment

3.1 All orders must be paid for in full before any work will commence on your order. Any request to vary these terms must be agreed to by The Business in writing.

### 4. Loss and Damage in Transit or Non Delivery

4.1 All risk in respect of the Goods passes to The Customer immediately upon delivery to The Customer, or into the custody of any party charged with delivery to The Customer (such as a freight company). The Business

shall not be held liable for any consequences of late, lost, damaged or non delivery how so ever caused. As such we recommend you select an insured freight option in checkout to provide some financial protection in case of loss or damage in transit.

### 5. Frustration (Force Majeure)

If The Business is prevented at any time from performing any contractual obligation or if any loss, damage, injury or delay in delivery is occasioned by or due to any cause beyond The Business's control including but without prejudice to the generality of the foregoing, the commission of any criminal act, shortage of Goods, act of war, civil commotion, accident, industrial action, Act of God or any restriction imposed by any local municipal or government authority (including Customs Authorities) whether Australian or foreign, The Business shall be entitled forthwith to determine the contract and to be discharged from all liabilities whatsoever to The Customer and The Business shall not be liable for any such loss, damage, injury or delay as aforesaid.

### 6. Warranty and Limitation of Liability

6.1 All Goods supplied by The Business benefit from the warranty given by the manufacturer, if any, and this benefit shall be passed on to The Customer accordingly.

6.2 The Business' liability in respect of the Goods shall be limited to the replacement of faulty Goods or the issue of a credit note in respect thereof or the granting of a refund or equivalent compensatory measure as The Business considers appropriate at its discretion. The Business shall not be liable for loss of or damage sustained to Goods in transit from The Customer. As such, a detailed description of any pre-existing flaws in the Goods must be provided with any returns.

6.3 Goods returns for refund will only be accepted if agreed to by The Business in writing, and if returned within 14 days from delivery in the original packaging and in a clean, resalable condition. Any customised or special order units are excluded. A 10% restocking fee will apply to any returns.

6.4 The Business shall not be liable in contract, tort or otherwise for any injury, damage or loss resulting from defects or from anything done or omitted in connection with the Goods or from any work done in connection therewith.

6.5 Whilst The Business makes every effort to ensure that all Goods sold are of merchantable quality, these products are sold on the understanding that The Business cannot be held responsible for any losses caused through the failure of these products to function as the manufacturer intended, or their failure to be delivered within a reasonable time frame from placement of your order.