

Online purchase agreement

1. Our contract

When you place an order via our website, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

2. Pricing and availability

- (a) Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which we have advertised, we will correct the error straight away.
- (b) Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the "Total Cost".

3. Payment

Upon receiving your order we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card must be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit must be used as consideration for the value of goods you have purchased as listed in the confirmation email.

4. Delivery of goods

Non delivery of goods must be reported to us as soon as possible.

4.1. International Customers

- (a) Standard International Orders, unless requested otherwise by you prior to purchase, are sent by Kangaroo Bedding PTY LTD without insurance. goods tracking is not available.
- (b) While we do everything we can to ensure your order is delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by our carrier that we have no control over or which in any event is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us.
- (c) Insurance is available at an extra cost on all delivery services. We will not cover any loss of goods that are not insured.
- (d) Delivery to countries outside Australia can take up to 45 working days, depending on region, to arrive.
- (e) All customs / import fees / taxes and duties are the responsibility of the customer.

4.2. Australia

- (a) All standard orders in Australia, unless requested otherwise by you prior to purchase, are sent by Australia Post without Insurance or tracking.
- (b) While we do everything we can to ensure your order is delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by our carrier that we have no control over or by any event which is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us.
- (c) Insurance is available at an extra cost on all delivery services. We will not cover any loss of goods that are not insured.
- (d) For non-delivery of goods, please notify us by email as soon as possible.

5. Receipt of goods

- (a) You must inspect the goods immediately upon their arrival and if the goods are not in accordance with the specified requirements then you must give notice to us within 7 days of receipt of the goods. If you fail to give such notice, the goods must be deemed to be in all respects in accordance with the specified requirements. No claim must be recognised unless made in writing and received by us within 7 days after receipt of the goods by you.
- (b) This paragraph does not apply if the goods are subject to consumer guarantees imposed under the Australian Consumer Law — where consumer guarantees apply, refer to clause 7 below.

6. Refund policy

Please choose carefully. We do not normally give refunds if you change your mind or make the wrong decision.

7. Limitation on claims

- (a) We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "force majeure" means any occurrence or omission as a direct or indirect result of which we are prevented from or delayed in performing any of our obligations, is beyond our reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.
- (b) We have no liability to the extent that a failure of the goods is attributable to any act or omission on your part.
- (c) Our liability for failure to comply with a consumer guarantee is limited to:
 - (i) in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and
 - (ii) in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.

- (d) Subject to the prior, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation.
- (e) In all other respects, our total liability for loss or damage of every kind, whether:
 - (i) arising pursuant to the terms of service; or
 - (ii) arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action,is limited to an amount equivalent to the sum paid by you to us for the goods.
- (f) Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms of service, we do not accept liability to you in respect of any indirect or special loss or damage which may be suffered or incurred by you in respect of goods or services supplied pursuant to these terms.

8. Warranty disclaimer

- (a) To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded.
- (b) The application of the United Nations Convention on Contracts for the International Sale of goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.

9. Intellectual property

The specifications and design of the goods (being all intellectual property, including but not limited to, copyright, design right, trade marks or other intellectual property) remain our property.

10. Title and risk

Title in the goods does not pass to you until payment has been received. Risk of loss or damage to the goods passes to you upon dispatch.

11. Waiver

Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

12. Entire agreement

The above terms of service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

13. Governing law

These terms of service are governed by the laws in force in Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.