



TERMS AND CONDITIONS OF SALE

These terms & conditions of sale (Terms & Conditions) apply for the supply of all products (Products) by Electrolux Home Products Pty Ltd (ABN 51 004 762 341) and its associated and subsidiary companies (all of which are referred to as the Supplier) to any person, firm or company (Customer).

1. AGREEMENT

- 1.1. At any time, a Customer may submit to the Supplier an order for Products in a form specified by the Supplier (Product Order).
- 1.2. After a Customer has submitted a Product Order and the Supplier has received any required Security Deposit (as defined in clause 3.1), the Supplier will issue to the Customer a confirmation (in a form as determined by the Supplier from time to time) that it accepts and intends to fulfill that Product Order (Order Confirmation).
- 1.3. An agreement is made between the Supplier and the Customer for the supply and purchase of the Products specified in the relevant Product Order (Agreement) at the time the Supplier issues an Order Confirmation to the Customer.
- 1.4. The terms of the Agreement are as set out in the Product Order, the Order Confirmation, these Terms and Conditions, the Supplier's Privacy Policy referred to in clause 10 and any further document issued by the Supplier in relation to the relevant Products. These Terms and Conditions prevail to the extent there is any inconsistency between the terms of those documents and these Terms and Conditions.

2. PRICE

The price payable by the Customer to the Supplier for the Products is the price specified from time to time by the Supplier and recorded in the Product Order and Order Confirmation (Price).

3. PAYMENT

- 3.1. The Customer must pay to the Supplier an amount equal to 30% of the Price at the time the Customer submits a Product Order (Security Deposit).
- 3.2. If the Customer purchases consignment or floor stock, the Customer must pay 100% of the Price at the time the Customer submits a Product Order.
- 3.3. The Customer must pay the balance of the Price relating to each relevant Product before the Supplier will deliver that Product to or at the direction of the Customer.

4. DEFAULT IN PAYMENT OR FAILURE TO TAKE DELIVERY

- 4.1. If the Customer fails to pay a required Security Deposit, the Supplier has no obligation to issue an Order Confirmation and no agreement will have been made.



delivery after making reasonable efforts, then provided the Supplier has provided reasonable advance notice to the Customer:

the Supplier will be entitled to retain from the Security Deposit an amount of up to 10% of the Price, such amount being a reasonable estimate of the Supplier's loss up to that point and will refund the balance of the Security Deposit to the Customer;

the Supplier will have no obligation to supply the relevant Products to the Customer; and

the Agreement will automatically terminate.

4.3. If, despite clause 4.2, any Products have been delivered to the Customer by the Supplier and the Customer has not yet paid the balance of the Price relating to those Products, without prejudice to any other right or remedy the Supplier may have:

the amount outstanding will accrue interest at the rate of 2% per annum over the rate notified by the Commonwealth Bank of Australia from time to time as being that bank's indicator lending rate (calculated daily);

on receipt of reasonable notice from the Supplier, the Customer must return the Products to the Supplier or permit a representative of the Supplier to have reasonable access to the location of the Products to repossess the Products;

the Customer must reimburse the Supplier for all reasonable costs and expenses incurred by the Supplier in relation to the outstanding debt and the requirement for the Supplier to pursue payment of the debt; and

the Supplier retains title to the Products until all outstanding amounts have been paid to the Supplier by the Customer.

5. DELIVERY

5.1. Subject to clause 5.2, the Supplier will deliver the Products to the location specified in the Product Order. Where no location is specified, the Supplier will deliver the Products to the selling agent's address as set out in the Product Order.

5.2. The Supplier is not required to deliver the Products in accordance with clause 5.1 if the location to which the Products are to be delivered is outside metropolitan Sydney, Melbourne, Adelaide, Perth or Brisbane. In those circumstances, delivery will be made to the selling agent's address.

5.3. The Supplier will endeavour to deliver the Products at the time or times required by the Customer. If the Supplier is unable to deliver the Products by that time (by reason of inventory shortage, transportation difficulties, or otherwise), it will use reasonable commercial endeavours to do so within a reasonable time after the delivery date.

5.4. The Supplier's delivery obligation is discharged at the time the Products arrive at the Customer's nominated delivery destination, the address of the Supplier's selling agent, or the address appearing on the invoice. If the Supplier or a service provider of the Supplier attempts to deliver the Products to the Customer in accordance with clause 5.3 and nobody is available to accept delivery of the Products, a \$60 fee will be payable by the Customer to have the Products delivered at an alternative time.

6. PRODUCT INSTALLATION

6.1. The Supplier may, at its discretion, agree to arrange for installation of Products or to verify or rectify the installation of Products where:

the Customer is located at a location to which the Supplier delivers in accordance with clause 5;

the installation location has been properly prepared, including by making required services available; and

the Customer agrees to pay all associated fees and charges specified by the Supplier.



7. OWNERSHIP AND RISK

7.1. Risk in the Products passes to the Customer at the time the Supplier's delivery obligation has been discharged pursuant to clause 5.4.

7.2. Title in the Products passes to the Customer at the time the Supplier has paid for the Products in full.

7.3. The Customer must not sell or otherwise deal with the Products until all amounts owing to the Supplier in relation to the Products have been paid in full. If the Customer purports to do so, the Customer will be deemed to hold the proceeds of sale or other realisation (or the amount equal to the amounts outstanding) on trust for the Supplier.

8. EXCHANGE OF PRODUCTS

Subject to the rights of the Customer under the Australian Consumer Law, if the Customer accepts delivery of the Products and subsequently changes their mind about the Products, the Supplier may agree to accept return of the Products and provide a replacement and in these circumstances, the Customer:

must bear all costs associated with returning the Products (including reasonable credit card or other payment processing fees incurred by the Supplier);

retains risk to those Products to be returned until they are in the possession of the Supplier;

must pay a handling fee of up to 20% of the Price, such handling fee being a reasonable estimate of the Supplier's loss up to that point including restocking and return freight; and

must pay the Supplier the difference, if any, between the Price of the Products being returned and the replacement Product. Any such returned Product must be accompanied by the relevant invoice and/or Goods Return Authority Form duly signed by an authorised representative of the Supplier.

9. SERVICE & SPARE PARTS

9.1. The Supplier will use reasonable commercial endeavours to have all necessary spare parts available for the purpose of repairing or servicing Products. However, the Supplier is not liable for delays due to the need to source unusual parts or due to circumstances beyond the reasonable control of the Supplier.

9.2. The Customer acknowledges that Products situated outside of the Supplier's service region may incur additional fees (such as travel and transportation) in respect of service or repair, details of which will be provided to the Customer by the Supplier prior to any agreement being made in respect of any service or repair.

10. PRIVACY

10.1. The Customer acknowledges and agrees that the Supplier may collect personal information (including name, address, telephone contact and personal information) and credit information about the Customer in accordance with its Privacy Policy, which is available on the Supplier's website or on request to the Supplier (Privacy Policy) and the Privacy Act 1988 (Cth).

10.2. The Supplier may disclose personal information to its related companies and to organisations which provide services (including delivery services) to the Supplier or which assist the Supplier in providing services (including repair and warranty services) to its customers.

10.3. The Customer warrants to the Seller that it consents to the collection, use and disclosure of their personal



jurisdiction of the courts of New South Wales.

12. FORCE MAJEURE

The Supplier will not be held liable for failure to comply with these Terms & Conditions to the extent that the Supplier's performance is prevented or delayed because of circumstances outside of the Supplier's reasonable control. This includes but is not limited to unforeseen events such as strikes, breakdown of machinery, adverse non-foreseeable weather conditions, or action of government or a port authority.

13. COMPLAINTS AND ENQUIRIES

To notify the Supplier of any complaint or to make any inquiry, please contact: The Privacy Officer, Electrolux Home Products Pty Ltd, Locked Bag 5017, South Sydney Business Centre, Alexandria, NSW 2015

14. GST

14.1. In these Terms & Conditions, the expressions "GST, "tax invoice" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

14.2. With the exception of any amount payable under this clause 14, unless otherwise expressly stated, all amounts stated to be payable by the Customer under the Agreement are exclusive of GST.

14.3. Where GST is imposed on any supply made under or in accordance with the Agreement, the Customer must pay to the Supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount must be made at the same time as payment for the taxable supply, subject to the Supplier providing a tax invoice.

15. STATUTORY GUARANTEES

15.1. The Products come with guarantees that cannot be excluded under the Australian Consumer Law.

15.2. All other terms, representations, warranties, guarantees and conditions that might otherwise be granted or implied by law are expressly excluded to the maximum extent permitted by law, unless agreed by the Supplier in writing.

15.3. If the Customer believes the Products do not comply with the statutory guarantees, they must contact the Supplier. Any returned Products must be accompanied by proof of purchase. If the Supplier agrees that the Products do not comply with the statutory guarantee, the Supplier will refund any costs of returning the Products to the Supplier if the Customer has arranged the return of the Products and, in all other respects, act in accordance with its obligations under the Australian Consumer Law.

16. ACCESS TO PREMISES

If, acting in accordance with the Australian Consumer Law and these terms and conditions, the Supplier replaces a Product, the Customer will have an obligation after having received reasonable notice of the request, to allow the Supplier to access the premises on which the Product which has been replaced is located so that the Supplier can take possession of that Product.

17. LIMITATION OF LIABILITY



plaintiff in a like situation would suffer; or
any loss of revenue, business or profits of any nature whatsoever, loss of expected savings, loss of chance or business
opportunity, business interruption, loss or reduction of goodwill or damage to reputation or any loss of value of
intellectual property.