

FISHER & PAYKEL

FISHER & PAYKEL AUSTRALIA PTY LIMITED AUSTRALIA TERMS AND CONDITIONS

EFFECTIVE FROM 2 APRIL 2024.
THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) ARE ENTERED INTO BY AND BETWEEN YOU AND FISHER & PAYKEL AUSTRALIA PTY LIMITED ABN 71 000 042 080, WITH OUR REGISTERED OFFICE AND MAIN TRADING ADDRESS AT LEVEL 1, 1 EDEN PARK DRIVE, MACQUARIE PARK, NSW 2113, AUSTRALIA (“COMPANY”, “WE”, “US”, “OUR”).

THESE TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO YOU. NOTHING WILL AFFECT OR LIMIT YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, INCLUDING YOUR RIGHT TO RECEIVE THE BENEFIT OF CONSUMER GUARANTEES. PLEASE READ IT CAREFULLY.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS AND/OR SERVICES FROM OUR WEBSITE [HTTPS://WWW.FISHERPAYKEL.COM/AU](https://www.fisherpaykel.com/au) (WEBSITE) IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR

(II) LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

THESE TERMS AND CONDITIONS GOVERN THE PURCHASE AND SALE OF PRODUCTS AND SERVICES THROUGH THIS WEBSITE OR THROUGH A FISHER & PAYKEL AGENT AND YOUR ACCESS AND USE OF OUR WEBSITE INCLUDING FUNCTIONALITY, CONTENT, WHETHER AS A GUEST OR REGISTERED USER.

HOW TO CONTACT US

If you would like to contact us for any reason, the best way is;

- Email us at customer.care@fisherpaykel.com
- [Chat with us using live chat here.](#)
- Call us on [1300 650 590](tel:1300650590)

If we have to contact you, we will do so by phone, email or prepaid post to the address you provide to us.

GENERAL

We collect personal information in order to provide products and services to you and perform our obligations under an agreement with you. We may, for these purposes, be required to transfer your

personal information to a third party (for example, a third-party service provider and/or credit agency). All personal information we collect is subject to, and only used in accordance with, our [Privacy Policy](#). Please take the time to read our [Privacy Policy](#) as it includes important terms which apply to you.

Your use of our website is subject to our [Website Terms and Conditions of Use](#).

Please take the time to read our [Website Terms and Conditions of Use](#).

TERMS AND CONDITIONS OF SALE

1. ORDERING PRODUCTS AND/OR SERVICES

When you place an order for a product and/or service on our website (including subscriptions) or through a Fisher & Paykel Agent, you are offering to purchase that product and/or service from us.

After you place an order, you will receive an email from us acknowledging that we have received your order and notifying you if we have accepted your order (Order Confirmation). Acceptance of your order and formation of an agreement between us will not take place unless and until you have received the Order Confirmation. The agreement between us comprises your order, the Order Confirmation and these Terms and Conditions. When you place an order for a product subscription on our website, you are offering to purchase that product from us at regular intervals until you cancel.

Please take the time to read and check your order at each stage of the order process.

We reserve the right to not accept or cancel any order from you (including

subscriptions) notwithstanding that you had paid (in whole or in part) for the order including, without limitation, where stock is not available, there has been an error in the advertised price or product/service description or if we believe (in our reasonable opinion) that the applicable order has been placed for commercial purposes, fraudulently or otherwise in breach of these Terms and Conditions of Sale. In the event that payment has been made and your order is not accepted by us and/or cancelled by us, we will refund to you the amount paid to us in full subject to anything to the contrary set out elsewhere in these Terms and Conditions.

If we reject, limit, or otherwise modify your order, we will attempt to notify you using the email address you provide to us.

EX-DISPLAY CLEARANCE OFFERS

From time to time, we may offer our ex-display products for sale at a discounted price.

These ex-display offers:

- are limited and subject to availability.
- must be paid for in full at the time of order placement.
- must be delivered within 7 days of order placement; and
- are not available in conjunction with any other promotional offers, sales, or discounts.

All ex-display products are purchased in "as is" condition. We do not have to provide a refund if you have changed your mind about your purchase, so please choose carefully.

2. PRICE AND PAYMENT

For orders placed through our Agents, a minimum of 30% of the price is payable as a deposit upon submission of your order. This deposit is refundable if we do not issue an Order Confirmation.

Display or clearance products must be paid for in full at the time of order placement.

All orders for products that are placed with a delivery date of fourteen (14) days or less must be paid in full at the time of order placement.

Any order that is placed through our website including for large appliances, consumables, accessories and/or spare parts alone, must be paid in full at the time of order placement.

We do not accept cash on delivery. Order processing is contingent upon card approval and may be delayed should we experience difficulties in obtaining authorisation.

Other than as set out above, full payment is required on or before the earlier of, 14 days prior to delivery or 180 days from order placement date.

If full payment is not received within the required timeframe above, we may cancel the order by notice in writing to you and all monies paid by you will be refunded provided that we may deduct a cancellation fee of 5% of the monies paid up to a maximum of \$250.00. You acknowledge that this cancellation fee represents the costs incurred by us in cancelling an order. FPA will not impose the cancellation fee where you are not at fault (including where an Agent submits an incorrect order).

You own the products once we have received payment in full, including all

applicable delivery charges and we have delivered the products to you.

The prices of our products and services may change from time to time. Please check the Website or with your local Fisher & Paykel Agent for the most up to date price.

Unless expressly stated otherwise, the price for a product and/or service:

- a. is as set out in the Order Confirmation.
- b. does not include installation, any accessories, replacement parts, extended warranties or delivery or handling charges.
- c. is in Australian Dollars; and
- d. includes GST.

We currently accept the following cards for phone or Website purchases:

- a. VISA credit.
- b. MasterCard credit.

We may offer other payment alternatives from time to time. Each time you submit credit or debit card or other payment information on this Website, you represent that:

- a. you are authorised to use the credit or debit card or other payment account.
- b. the information you supply to us is true, correct and complete.
- c. charges incurred by you will be honoured by your credit or debit card company or other payment system provider.

If an order appears fraudulent in any way, we reserve the right to cancel the order and notify the card holder and the proper authorities.

3. REPLACEMENT PARTS AND INSTALLATION

Telephone orders for spare parts can be placed by calling 1300 650 585.

The most up-to-date edition of the applicable product Use & Care Manual should be consulted prior to, and strictly followed in the course of, installation of any product. Download any of our [Use & Care Manuals here](#).

If notified by us, (for instance, in the applicable product Use & Care Manual) installation of replacement parts must be undertaken by a trained and supported Fisher & Paykel or other appropriately qualified or registered technician. [Schedule a service online](#) with one of our expert Fisher & Paykel technicians. You can also call 1300 650 590 for further information. To the extent permitted by law, we do not accept any liability whatsoever for any loss, costs or damage caused by using replacement parts which are not genuine replacement parts and/or replacement parts being installed other than by a Fisher & Paykel technician.

SUBSCRIPTIONS

You may order certain products on a subscription basis if this is an option on the product page. This means your order will recur in accordance with your selected delivery timeframe. The subscription benefits as set out on the product pages form part of these Terms and Conditions of Sale. We may change the subscription benefits, including the discount amounts, at any time in our sole discretion.

We will notify you of any changes in price or description of Products ordered under a subscription or any change in the Subscription benefits at least 14 days prior to the changes taking effect. If you do not agree to the changes, you can cancel your subscription (without charge) by

contacting us prior to the changes taking effect.

In order to maintain a subscription with us, you must register for an account and must promptly update that information (including credit card numbers and expiration dates and delivery addresses) as required so that the information remains true, current and complete.

The total subscription amount (including delivery) is set out on the order confirmation page, and you will be billed in accordance with your delivery timeframe and section 2 of these Terms and Conditions of Sale. We will send you a reminder email prior to payment being deducted. If your payment fails, we will retry payment multiple times and if unsuccessful, your subscription will be cancelled.

You can cancel or amend your subscription within your account portal at any time before the date of your next payment. If you choose to cancel your subscription before this point, it will cancel any future orders related to that subscription, and you will not be charged. If you do not wish to continue receiving Products under a subscription, it is your responsibility to contact us, to let us know.

All communications relating to your subscription must be done via the [contact us page on the website](#). All returns will be subject to the Returns Policy.

RETURNS POLICY

CANCELLATION FOR PRODUCTS PURCHASED THROUGH OUR WEBSITE OR A FISHER & PAYKEL AGENT

For products purchased through our website or a Fisher & Paykel Agent you may cancel an order at any time no later than 14 days prior to the Delivery Date and we will refund all monies paid by you

provided that we may deduct a cancellation fee of 5% of the monies paid up to a maximum of \$250.00. You acknowledge that this cancellation fee represents the costs incurred by us in cancelling an order. FPA will not impose the cancellation fee where you are not at fault (including where an Agent submits an incorrect order).

You may also cancel an order if we do not deliver the products on the Delivery Date and you and us have not agreed a new delivery date and all monies paid by you will be refunded.

If the model of any product is discontinued or superseded and not available for delivery on the Delivery Date, we will notify you. We may propose an alternative model of equivalent or superior standard, and any change to the price for the model change. If you accept this proposal your order will be varied accordingly. If you do not accept any proposed model change or if there is no equivalent model available your order will be cancelled and all monies paid will be refunded to you with respect to the relevant product(s).

If you do not accept delivery on the Delivery Date or within 365 days of the order placement date, we may give you 10 days' notice of cancellation of your order. If you do not accept delivery within the notice period, we will cancel the order on expiry of that period and all monies paid by you will be refunded provided that we may deduct a cancellation fee of 5% of the order up to a maximum of \$250.00. You acknowledge that this cancellation fee represents the costs incurred by us in cancelling an order. We will not impose the cancellation fee where you are not at fault (including where an Agent submits an incorrect order).

FOR APPLIANCES PURCHASED THROUGH OUR WEBSITE AND SPARE PARTS AND ACCESSORIES

If any products are damaged in transit to you, you must contact us on phone 1300 650 590 within 24 hours of delivery or such other timeframe as is reasonable in the circumstances. Once the damage has been notified to, and verified by us your return will be processed. The product must be returned, complete with its original packaging, product literature, etc.

Nothing in this Returns Policy is intended to limit your rights under the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

If we have shipped the wrong product or the wrong quantity of products to you or you wish to return a product you have ordered for any other reason, you must contact us by phone on 1300 650 590 within 7 calendar days of delivery.

Any product returns must be returned in original unused condition, complete with its original packaging, product literature (if any), etc.

Where a product is returned because we have made an error, or it has been damaged in transit to you we will bear the shipping costs to return the product and we will provide a full refund.

Where a product has been returned because you have changed your mind or ordered the wrong item you are responsible for the return shipping costs.

SHIPPING POLICY

1. SHIPPING

Where delivery is available in your area and you request delivery, you will need to contact us to book a time for delivery. Generally, we ship products via our chosen carrier who may contact you directly regarding your delivery. We cannot deliver

to a Post Office Box or APO/FPO addresses. If you order large or bulky items such as home appliances, you must provide a delivery address where someone will be available to sign for the receipt of your products.

Display, or clearance products must be delivered within 7 days of order placement.

Delivery time and price may vary depending on your location, the product that you have purchased, available shipping options, and shipping options selected by you. If you order large or bulky items, we will contact you to arrange delivery and with an estimated delivery date.

Customers should carefully consider the accessibility of their space when making their purchase.

The products we sell are often big and heavy things to lift, so there will be certain occasions when we may be unable to get a product into your property. Lots of steps, narrow corridors, radiators, and restricted parking are all things that may hinder our ability to deliver. In these situations, we may be able to offer delivery to the nearest point possible e.g. your garage, so you can make arrangements to get the product in. If not, we will attempt another delivery date or give you a full refund. It is your responsibility to verify fit and we will not take responsibility for products that will, upon arrival, not fit through a door, hallway, etc. If a product needs to be exchanged or returned due to a fit issue, there will be a charge to ship the product back to us and to restock it that we will advise you of once you call us on 1300 650 590.

We will use reasonable commercial endeavours to deliver product/s on or about the delivery date agreed between us (Delivery Date). If we are unable to deliver

the product/s by the Delivery Date (by reason of inventory shortage, transportation difficulties or otherwise), we will use reasonable commercial endeavours to do so within a reasonable period after the Delivery Date.

Delivery will be to the Australian address specified in your order. For spare parts and accessories orders only, if no one is present to receive the product, it will be left at your address.

Delivery of an order shall be completed and all risk in the products (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the address you gave us.

We are not liable for any delay or failure to deliver products if the delay or failure is caused by circumstances beyond our control. If we are unable to meet the estimated delivery date because of an event outside our control, we will contact you with a revised estimated delivery date.

You agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to you, even without a signature.

2. ADDITIONAL SERVICES

The charges (if any) for additional services are clearly laid out throughout the order process and will be displayed on the checkout page when you place your order.

If we are replacing your old appliance, please disconnect, defrost if necessary and ensure all water, laundry and other personal items are removed from the appliance before we arrive.

CONNECTION

Connection is available on freestanding and integrated refrigerators, dishwashers, and laundry products.

Connection means unboxing a product and removing product packaging, placing the product in the desired location, and connecting the product to an existing 10-amp power plug and (if applicable) connecting hoses to existing taps and drainage, levelling and balancing the product.

We cannot modify cabinetry or benchtops or make changes to electrical, plumbing or gas connections.

WEBSITE TERMS AND CONDITIONS OF USE

1. LIMITATION ON USE

This Website may only be used in accordance with these Website Terms and Conditions of Use (which may change from time to time), and for non-commercial purposes only.

We may stop the operation of the Website in full or in part at any time. We may change, suspend, or end any service, or change and modify prices prospectively at our discretion. The Website or any related software on the Website is not a storage service. You agree that we have no obligation to store, maintain or provide you with a copy of any content or information that you or others provide, except to the extent required by applicable law.

You may use our website only for lawful purposes and by using the Website, you agree that you will abide by all applicable federal, state, and local law, rules and regulations, or the orders of any federal, state or local government. You may not use our website:

- in any way that breaches any applicable local, national, or international law or regulation.

- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our website.
- not to access without authority, interfere with, damage, or disrupt:
 - any part of our website.
 - any equipment or network on which our website is stored.
 - any software used in the provision of our website; or
 - any equipment or network or software owned or used by any third party.

We do not guarantee that our website, any content on it or any service it provides will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our website for business or operational reasons.

2. SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these Website Terms and Conditions of Use through your use of our website. When a breach of these Website Terms and Conditions of Use has occurred, we may take such action as we deem appropriate.

Failure to comply with these Website Terms and Conditions of Use constitutes a material breach, and may result in our taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use our website.

- Immediate, temporary, or permanent removal of any posting or material uploaded by you to our website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you; or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

4. CHANGES TO WEBSITE

We may update our website from time to time, including without limitation, updating our prices and the products and services that are offered on our website.

5. INTELLECTUAL PROPERTY

All intellectual property rights in this Website, and all derivative works based thereon, are owned by Fisher & Paykel or our licensors.

No part of this Website, including but not limited to, the trademarks, logos, names, and product listings, may be copied, extracted or otherwise reproduced, in any form whatsoever, without the express written consent of Fisher & Paykel (and/or, if applicable, the licensor). You do not acquire ownership rights to any content, document or other materials viewed through the Website. The posting of information or materials on the Website does not constitute a waiver of any right in such information and materials.

6. LINKS

This Website may contain hyperlinks to other websites. Those links are included for convenience only and we do not endorse the content of those third-party websites. You understand that we do not operate or control the products or services offered by third party websites. Your access to and/or use of those websites is at your own risk. We make no warranties or representations, express or implied, whether by statute, common law, custom, usage or otherwise, as to third party content including, without limitation, non-infringement of third party rights, title, integration, risks of program errors, corruption, viruses, hacking, intrusions, damage to equipment, loss of data, or unavailability or interruption of the Website or operations, however caused, accuracy, availability, satisfactory quality, and merchantability or fitness for any particular purpose.

7. LOGIN DETAILS AND OTHER SECURITY INFORMATION

Depending on which aspects of our website you use, you may require personalised security information, including without limitation, a login and/or username. You must treat all such security information as strictly confidential, and not disclose it to anyone.

We are entitled to rely on the provision of your security information without further enquiry, as evidence of your identity, authority to use the relevant part of our website and/or place orders. As a result, to the extent permitted by law, you accept responsibility for all activities that occur under your security information.

You agree to notify us immediately if you have any reason to believe that your security information has become known to anyone else, or if your security information is being, or is likely to be used

in an unauthorised manner. Such notice will not release you from your obligations in relation to your security information.

MISCELLANEOUS

1. FORCE MAJEURE

We will not be liable or responsible for delay in performing, or failure to perform, any of our obligations under these Terms and Conditions or any accepted order if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances our obligations will be suspended, and we shall be entitled to a reasonable extension of the time for performing such obligations.

2. NO WAIVERS AND SEVERABILITY

Failure by us to enforce any right or provision of these Terms and Conditions will not constitute a waiver of future enforcement of that right or provision.

If any provision of these Terms and Conditions is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and Conditions respectively and will not affect the validity or enforceability of the remaining provisions.

3. ALTERNATIVE DISPUTE RESOLUTION

TO THE EXTENT PERMITTED BY LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, INCLUDING ANY QUESTIONS REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION, SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE ACICA EXPEDITED ARBITRATION RULES. THE SEAT OF ARBITRATION SHALL

BE SYDNEY, AUSTRALIA. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

4. AMENDMENT AND ASSIGNMENT

We may amend these Terms and Conditions from time to time. You will be subject to the latest version of the Terms and Conditions in force at the time that you use our website and/or place an order for products and/or services. Please ensure you review these Terms and Conditions carefully any time you place an order with us or ask your Fisher & Paykel Agent for a copy.

We may transfer our rights and obligations under any order accepted by us to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions.

5. GOVERNING LAW

These Terms and Conditions are governed by the laws of New South Wales. This means any dispute or claim arising out of or in connection with them will be governed by the laws of New South Wales. You and we both agree that the Courts of New South Wales will have non-exclusive jurisdiction, subject to the terms set forth herein.