

## TERMS AND CONDITIONS OF SALE

Your purchase of products by telephone or from [www.kitchenaid.com.au](http://www.kitchenaid.com.au) ("Website") is subject to these Terms and Conditions of Sale ("Terms"), our Website Terms of Use and our Privacy Policy. In these Terms, "we", "us" or "our" means KitchenAid Australia and "you" and "your" means the purchaser of products from KitchenAid Australia pursuant to these Terms.

Review these Terms carefully as they constitute a contract between you and KitchenAid Australia Pty, Ltd ABN 50 601 363 419 ("KitchenAid Australia") and apply to all products purchased by you using the Website or over the telephone. If you do not agree with any of these Terms, our Website Terms of Use or our Privacy Policy, you should not use the Website or make a purchase using the Website or over the telephone. These Terms are subject to change, in our discretion. Any amendments to these Terms will take effect from posting on the Website. Because the Terms may have changed, you should review the Terms each time you make an order. The Terms which apply at the time you place an order are the Terms that will govern that purchase.

### 1. Placing an order

- 1.1 You must be eighteen (18) years of age or older to register as a member of the Website or place an online or telephone purchase with us.
- 1.2 You may place an order over the telephone or by completing and submitting an order on our Website, in accordance with any purchasing instructions published on the Website. When your order is finalised, you will be provided with an email confirming the details of your order, pending delivery. When your order ships, you will be provided with a second email attaching your receipt and providing you with an estimated date of delivery and a link to track and trace your order.
- 1.3 Subject to any quantity restrictions that may be published on the Website or otherwise notified to you, you may order as many products as you wish in one order. If, however, you elect to place multiple, separate orders, a separate delivery fee (where applicable) will apply to each order.
- 1.4 If you are placing an order for or to be delivered to a third party, you represent and warrant to us that you have obtained consent from that third party to provide us with their Personal Information (as that term is defined in the *Privacy Act*, 1988 (Cth)).
- 1.5 All orders for products purchased under these Terms are for personal, non-commercial use only and must not be resold.
- 1.6 We may, in our sole discretion, accept or reject an order for any reason, at any time. If we reject an order, you will receive a full refund of any money paid.
- 1.7 We will not be liable to you for any loss you or any third party suffers for a delay or failure to process your order or deliver products due to inaccurate or incomplete details being provided in an order.

### 2. Availability & description of products

- 2.1 Not all products distributed by KitchenAid Australia or advertised on the Website are available for online or telephone purchase.
- 2.2 Products that are not advertised on the Website as available for direct purchase or do not link to or appear in the Website's online shopping feature are ineligible for online or telephone direct purchase. For products not available for online or telephone purchase, you can locate your closest stockist using the Stockist/Repair Locator on our Website, by emailing us at [enquiries@kitchenaid.com.au](mailto:enquiries@kitchenaid.com.au) or by calling Customer Service toll free on 1800 990 990.
- 2.3 From time to time, products may be out of stock and we may not be able to fulfil your order. If this happens, we will contact you and refund you the price paid for any products we are unable to supply.
- 2.4 We may withdraw or suspend from sale any product displayed on the Website, either temporarily or permanently. If we withdraw or suspend from sale a product after your payment has been processed, we will contact you and provide you with a full refund of any money paid.

- 2.5 KitchenAid Australia reserves the right not to honour any incorrect offers represented on the Website made by genuine human or system error. If your order is affected by such an error (which may include an error in description, price or otherwise), we will contact you, and cancel or reject, and refund the value of, that part of your order affected by the error. Alternatively we may agree with you to place your order on backorder, for delivery once the product becomes available.
- 2.6 KitchenAid Australia has made reasonable efforts to ensure that product information is accurate and to display as accurately as possible the colours of our products, however we cannot guarantee that your screen's display will accurately reflect the colour of the product on delivery.
- 2.7 You acknowledge and agree that images of products are for illustrative purposes only and that any accessory featured with a product may be sold separately.
- 2.8 Refurbished products may have cosmetic imperfections, as explained in the product description published on the Website. You acknowledge and agree that refurbished goods are sold "as is", subject only to the terms of KitchenAid Australia's warranty and any consumer guarantees you are entitled to under the Australian Consumer Law.

### **3. Price and payment**

- 3.1 When you place an order, we will charge you, and you agree to pay:
  - (a) the purchase price for each product ordered; and
  - (b) any applicable delivery or handling fees,in the amounts specified on the Website or advised to you by the customer service representative taking your telephone order.
- 3.2 All prices, delivery and handling fees are expressed in Australian dollars, and are inclusive of any applicable GST (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).
- 3.3 Advertised prices may change. However, if you have already placed an order, the price that applies is the price specified at the time your order was finalised (unless clause 2.5 applies).
- 3.4 Payment methods are specified on the Website or told to you at the time you place your telephone order. The name on any credit card used for payment must match the name on the order. If your payment cannot be processed, your order will be rejected and you will be prompted to review the details provided or use an alternate payment method.
- 3.5 If you have a promotional/discount/coupon code, you will be prompted to enter the code at the checkout and this will generate a discount from your order value or add an incentive. It is your responsibility to ensure that the code is valid and that you enter the code or advise your customer service representative prior to finalising your order. Codes may be subject to separate terms and conditions of use, are only valid for limited times, and cannot be used in conjunction with any other offer or discount. If you are unable to use a promotional code, please contact Customer Service.
- 3.6 You represent and warrant that in paying or attempting to pay for products using the Website or over the telephone, you are not engaged in any fraudulent conduct or contravening any applicable state or federal laws.
- 3.7 We will provide you with an email attaching a receipt and track and trace link upon your order shipping. Your receipt, not your order confirmation, is your proof of purchase. Keep it in a safe place as it is required for any warranty claims.

### **4. Cancelling or changing your order**

- 4.1 Unless otherwise provided for in clause 5 or agreed to by Customer Service, no cancellations or changes to orders will be accepted. Carefully check your order details before submitting an order using the Website or, for telephone orders, make sure you reconfirm your order, payment and delivery information with the customer service representative.
- 4.2 If we cannot contact you about your order, using the contact details provided by you, we may cancel your order and refund any money paid using the same payment method as the original payment.

## **5. Delivery**

- 5.1 Products will not be dispatched for delivery until after full payment, inclusive of any applicable delivery and handling fees, has been received.
- 5.2 Delivery and handling fees (where applicable) will be advised at point of sale, prior to you completing your transaction. If you do not agree to pay the delivery fee, you should not complete your order.
- 5.3 Delivery will be made to the address specified in the purchase order. Please allow 7 to 14 days for your delivery to arrive. If you need to change the delivery address, please contact Customer Service as soon as possible and we will do our best to redirect your order. However, we will not be liable for any loss you or any third party suffer as a result of our inability to execute your request to change the delivery address.
- 5.4 Deliveries are made using third parties. As such, we cannot commit to an exact delivery date or time. You will, however, be provided with a track and trace link once your order has shipped, which will provide an estimated delivery date and details of how and when to contact us to follow up on the status of your order.
- 5.5 A signature on delivery may be required.

## **6. Title and risk**

- 6.1 Title and risk in the products passes to you on the date and at the time the products are delivered to you in accordance with clause 5. In the event a product is returned for change of mind pursuant to clause 8, title and risk in the product being returned passes to KitchenAid Australia at the time the product is delivered.

## **7. Warranties, repairs and limitation of liabilities**

- 7.1 Notice under Australian Consumer Law for Australian purchasers:  
Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. In addition, refurbished parts may be used to repair products presented for repair under warranty.
- 7.2 In addition to the rights and remedies afforded to Australian consumers under the Australian Consumer Law, KitchenAid Australia provides a warranty on the products it sells. The warranty period, terms and conditions vary by product. For products other than refurbished products, warranty information is available under the Service and Support section of the Website.
- 7.3 For refurbished products, KitchenAid Australia offers a 12 month limited (parts and labour) repair warranty against manufacturer defects arising within the first 12 months after purchase. The limited repair warranty does not cover cosmetic defects, defects disclosed in the product description or any other defects that do not affect the operation of the product.
- 7.4 Replacement or repair of a product under warranty does not extend or restart the warranty term.
- 7.5 For service enquiries or further warranty information, please call Customer Service, using: Free call Australia - 1800 990 990 or Free call New Zealand – 0800 881 200 or visit [www.kitchenaid.com.au](http://www.kitchenaid.com.au) or [www.kitchenaid.co.nz](http://www.kitchenaid.co.nz).
- 7.6 KitchenAid Australia excludes to the fullest extent lawfully possible, all implied terms and warranties, whether statutory or otherwise, relating to purchases made under these Terms.
- 7.7 Except to the extent provided for under Australian Consumer Law, we will not be liable to you for any special, indirect or consequential loss or damage (including loss of profit or opportunity or damage to good will) arising out of or in connection with the products sold under these Terms or these Terms themselves, whether in equity, common law or pursuant to statute or otherwise.

Further, KitchenAid Australia's total liability arising out of or in connection with the sale of products under these Terms, will not exceed the total price paid by you for the purchase of the product which is the subject of any claim.

## **8. Returns and refunds**

Please choose carefully as refunds are not offered for change of mind only.

## **9. Privacy**

- 9.1 Your privacy is important to us. Personal information which you provide to us online or through Customer Service as part of the ordering process, including your contact and address details, will be kept, used and disclosed by us in accordance with our Privacy Policy for the purpose of processing and delivering your order. For full details on how your personal information is collected, used and managed by KitchenAid Australia, and your rights to manage your personal information, please refer to our Privacy Policy.
- 9.2 KitchenAid Australia reserves the right to conduct and implement fraud detection processes, including without limitation to validate your credit card or payment details.

## **10. General**

- 10.1 These Terms, our Website Terms of Use and our Privacy Policy form the entire agreement between you and us relating to your purchase of products using the Website or by telephone.
- 10.2 If any provision of these Terms is invalid, illegal or unenforceable, that term or those terms are ineffective to the extent of the prohibition or unenforceability, without invalidating the remaining provisions of these Terms.
- 10.3 Please refer to our Privacy Policy to see how we collect, use and protect your personal information.
- 10.4 Any failure by us to exercise a right under these Terms does not constitute a waiver of any existing or future rights in relation to the provision.
- 10.5 These Terms are governed by the laws of New South Wales, Australia. Any transaction conducted under these Terms is deemed to have taken place in Cameron Park, New South Wales.