

GENERAL TRADING TERMS AND CONDITIONS

To the fullest extent legally permissible all dealings between you and SAMELEON (ABN 91283018127) (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) whether trading as “Caleche Online” and/or otherwise [“COL”] relating to any goods [the “goods”] are subject to the following terms and conditions [“these Terms”] unless otherwise expressly agreed in writing:

- 1. Payment, Currency and Purchase Price:** a) Payment shall be made in Australian dollars and if applicable on the basis of the current exchange rate determined by your credit card merchant. b) All Australian government imposts (including any GST or equivalent if applicable) shall be to your account. c) Prices for international customers exclude government imposts (including any GST or equivalent, import duty and/or sales tax) which shall be to your account.
- 2. Property:** Immediately on delivery you accept liability for the safe custody of goods and indemnify COL for any related losses.
- 3. Limitation of Liability:** a) You agree to limit any claim to the cost of replacement goods b) COL shall not be liable for: (i) any claim, loss or expense which is made after 7 days from the date of delivery of goods (or at all once goods have been unpacked or otherwise used, applied or installed) – after which there shall be deemed to have been unqualified acceptance; (ii) goods lost in transit; (iii) any loss and/or damage in respect of any property and/or premises; (iv) any consequential loss and/or any special and/or punitive damages through any fault of COL or otherwise; (v) any claim in any way caused and/or contributed to by you and/or any third party. c) These Terms shall prevail to the extent of any inconsistency with any other agreement, representation and/or warranty.
- 6. Cancellations and Returns:** You agree: a) not to cancel any order without COL’s prior approval; b) not to return goods without COL’s prior approval and if goods are not in brand new and unused condition with undamaged packaging and if 14 days or more have passed since delivery; c) that COL may take back faulty goods and/or goods in saleable condition on such terms as COL considers to be reasonable; d) not to return goods without first providing COL an original invoice as proof of purchase; e) that COL does not give cash refunds; f) that no refund will be given for delivery costs you have already incurred; g) that you are solely responsible for the cost of returning goods to COL.
- 7. Placement of Orders:** a) You agree that if any dispute arises concerning any order (including any question of identity, authority or any phone, fax or computer generated order) the internal records of COL shall be conclusive evidence of what was ordered.
- 8. Supply and Delivery:** a) COL may supply by instalments and/or withhold or cancel supply without ramification where: (i) COL has insufficient goods to fulfil orders; (ii) goods are not available to supply; (iii) you are in breach of these Terms; (iv) COL has any safety concerns; and/or (v) COL considers it appropriate whether because of any minimum invoice policy or otherwise. b) You agree that: (i) COL may elect to arrange delivery at its discretion and without any liability and at your cost and responsibility in all things; (ii) you shall be deemed to have accepted delivery and liability for goods on being notified by COL that goods are ready for collection and/or on goods being delivered to a carrier or to your business premises or nominated site whether attended or not; (iii) a certificate purporting to be signed by an officer of COL confirming delivery shall be conclusive evidence of delivery as shall any signed delivery docket; and (iv) COL shall not be liable for delay, failure or inability to deliver any goods. c) You agree: (i) that COL may in its absolute discretion allow you to cancel any order where circumstances other than force majeure or your actions delay or prevent fulfilment of any order and in such circumstances COL may in its absolute discretion provide an appropriate refund; and (ii) to pay COL for any demurrage or other costs and expenses in handling and/or holding any goods once ready for delivery and/or collection.
- 9. Variations:** To be binding any variation or cancellation of these Terms or any order must be approved by COL in writing.
- 10. Exclusions:** a) No dealing between COL and you shall be or be deemed to be a sale by sample. b) If COL publishes material concerning its goods and/or prices anything so published which is incompatible with these Terms is unless otherwise stated expressly excluded. c) You shall rely on your own knowledge and expertise in selecting any goods for any purpose and any advice and/or assistance given by or for COL shall be at your risk and shall not be or be deemed to be given as expert or adviser nor to have been relied on by you or anyone claiming through you. d) All goods are sold subject to all applicable trading terms, warranties and representations of the manufacturer. e) COL shall not be responsible nor liable for: (i) paying and/or obtaining any necessary judicial, statutory, government and/or utility fees, expenses, orders, approvals, permits and/or licences; and/or (ii) any failure to comply with any special requirements of you or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any goods or otherwise). f) COL shall not be liable for any goods: (i) utilised, stored, handled and/or maintained incorrectly or inappropriately; and/or (ii) manufactured and/or supplied by any other party. g) You agree to: (i) check all goods for compliance with all applicable laws, standards and/or guidelines before use, on-sale and/or application; (ii) comply with all applicable laws, standards and/or guidelines and with all recommendations and/or directions made and/or given by COL and/or by any manufacturer; and (iii) act in accordance with good practice at all times.

11. Default: a) On default or breach of any part of these Terms by you COL may inter alia terminate any contract, retain all monies paid, cease further deliveries and/or provision of services, recover all lost profits and/or at its discretion take immediate possession of any goods not paid for without prejudice to any other rights and without being liable in any way to any party. b) You agree not to commence or continue or permit to be commenced or continued through you any suit or action against COL while you are in default under any part of these Terms or in any of your dealings with COL. c) You agree to indemnify COL for all fees and expenses payable to solicitors, mercantile agents and other parties acting on behalf of COL in respect of anything instituted or being considered against you whether for debt, possession of any goods or otherwise (including all legal costs on an indemnity basis). d) COL may apply any payment in reduction of fees, interest and/or any principal debt in such order of priority as COL in its discretion deems appropriate.

12. Indemnity: You fully indemnify COL against any claim or loss arising from or related in any way to any dealing between COL and you and/or arising under these Terms.

13. Other Terms and Conditions: No terms and conditions sought to be imposed by you upon COL shall apply.

14. Jurisdiction: You agree that all dealings with COL shall be governed by the law applicable in the State of South Australia, Australia and you agree to submit to the jurisdiction of the appropriate Court nominated by COL in the capital city of South Australia, Australia.

15. Waiver: An election by COL not to exercise any of its rights arising as a result of any breach of these Terms shall not constitute a waiver of any rights of COL relating to any other breach.

16. Notice: You agree that you shall be deemed to have notice of any change to these Terms immediately any change is adopted by COL and whether or not you have had actual notice. You shall be deemed to be bound by any terms and conditions of trade which may be adopted by COL immediately any change is adopted and notwithstanding any other purported or pre-existing terms and conditions which might otherwise have applied.

17. Force Majeur: COL shall not be in default or in breach of any contract with you as a result of Force Majeur including any strike or lock-out.

18. Severability: Any part of these Terms shall be capable of severance without affecting any other part of these Terms.

19. Privacy Policy: Your personal information requested on the COL website is required to process your order. We will only use your personal information for the purpose of processing your order and/or requests and related purposes including to correspond with you regarding your order and/or requests and to provide you with information relating to COL information and promotions. If you do not wish to receive promotional information from us please email us at info@calecheonline.com and tell us that you do not wish to receive additional promotional material from us.