

# Terms and Conditions of Sale

These terms and conditions of sale (**Terms**) apply to the ordering and purchase of Goods from the Website, and any delivery or collection of those Goods and govern any contract between you and us in respect of such Goods.

These Terms contain important information about the ordering, processing and delivery of Goods, including limitation of liability. We reserve the right to amend, remove or vary the Terms from time to time in accordance with clause 13.2 below.

In these Terms, 'us', 'we' and 'our' means WARRRL and our related bodies corporate.

Unless defined within the body of these Terms, capitalised terms have the meaning given to them in clause 14 below.

Your use of the Website and any Account is governed by the Terms of Use, which apply in addition to these Terms.

## 1. **Compliance with Terms**

You will be bound by these Terms each time you submit an Order.

## 2. **Placing Orders for Goods**

- 2.1 By placing an Order on the Website, you are making an offer to enter into a contract with us to purchase the Good(s) in that order. Orders will be deemed accepted by us at the time we send an order confirmation to your nominated e-mail address. It is your responsibility to ensure that the correct email address and contact details are entered with your Order.
- 2.2 Each Order accepted will be a separate contract.
- 2.3 A tax invoice will be issued at the time the Goods are ready for despatch.
- 2.4 You acknowledge that all Goods purchased under these Terms are not intended for re-sale, and will not be re-sold unless permitted by us.
- 2.5 From time to time, we may restrict the quantity of Goods which can be purchased in one Order or during a particular period of time or per person or per address. Any quantity restrictions will be stated on the product page, or in materials about the relevant promotion, or as otherwise advised to you.
- 2.6 We will not be liable to you for any loss you or any third party suffers as a result of, or in connection with, a delay or failure to process your Order or deliver Goods due to inaccurate or incomplete details provided in an Order.
- 2.7 If an Order is addressed to a person other than you, you agree to procure the consent of that person to be contacted by us in respect of that Order.
- 2.8 You may place an Order on the Website if you are aged 16 years or over and have an active email account or a telephone number at which you can be contacted.

- 2.9 If you place consecutive or separate Orders, we cannot consolidate your Orders. A separate Delivery Fee, if applicable, will apply to each separate Order. Subject to any applicable quantity restrictions, you can order as many Goods as you wish in one Order.
- 2.10 We reserve the right to accept or reject your Order for any reason at any time. If we reject your Order you will receive a refund of any money paid for that Order.
- 2.11 Your Order becomes a sale when your Order is dispatched and we have issued you a Tax Invoice.

### 3. **Availability of Goods**

- 3.1 From time to time, some Goods may be out of stock or are unavailable and we may not be able to fulfil all or part of your Order. If this happens, we will refund you the price paid for the Goods impacted.
- 3.2 We may withdraw or suspend from sale any Good displayed on the Website, either temporarily or permanently, at any time and without notice. We will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Good.
- 3.3 Where a Good which is the subject of an Order has been withdrawn or suspended from sale and your payment for the Good has already been processed, we will refund any money paid to us in accordance with clause 7.
- 3.4 We reserve the right not to honour any incorrect offers represented on the Website made by genuine human or system error. Where your Order is affected by an error on the Website (for example, in a description, an image, Price or otherwise), we will reject that part of the Order affected by the error. You will be refunded the value of that part of your Order affected by the error, in accordance with clause 7. If you are not satisfied with the partial fulfilment of your Order, you can return your Order to us under clause 7.
- 3.5 If your Order is affected by a genuine error (including in a description, an image or a Price), we reserve the right to cancel your Order and refund to you any money paid to us.
- 3.6 You acknowledge and agree that:
- (a) all pictures and images of Goods displayed are for illustrative purposes only;
  - (b) any accessory featured with the Goods is for illustrative purposes only, and may be sold separately; and
  - (c) where we provide dimensions and measurements in the description of any Goods, the dimensions may vary slightly in real life, and it is your responsibility to ensure that the actual size of each of the Goods is suitable for your purpose prior to submitting your Order (including whether there is appropriate and safe access to your Delivery Address for delivery of the Goods).

#### 4. **Price and payment**

- 4.1 When you place an Order, we will charge you and you agree to pay the Price and any applicable Delivery Fee.
- 4.2 All Prices are in Australian Dollars and, if GST applies, inclusive of GST. Any fees and charges (including Delivery Fees) imposed by these Terms also include GST where applicable.
- 4.3 We reserve the right to change or alter Prices without notice to you. If you have already submitted an Order at a particular Price, we will supply your Goods at that Price (unless your Order is affected by a pricing error, in which case clause 3.4 will apply).
- 4.4 Payment methods are specified on the Website at the time you place your Order. If you use a credit card, the name on any credit card used for payment must match the name on the Order. Cheques cannot be used as a payment method for any purchase from the Website, including for the payment of Orders. Payment methods may be subject to change.
- 4.5 Any payment for an Order must be cleared by us before Goods are dispatched. If your payment cannot be processed, your Order will be rejected, and you will be notified of this as soon as practicable. If a credit card payment cannot be processed, you should contact your card issuer to try to resolve the problem, or use an alternative payment method in order to continue with your Order.
- 4.6 In paying or attempting to pay for Goods, you warrant that you have not engaged in any fraudulent conduct or contravened any Law.
- 4.7 Lay-by is not available for Orders.

#### 5. **Delivery and Collection**

- 5.1 The methods of shipping our Goods to you are set out on the Website, but can generally be categorised (for the purpose of these Terms only) as either:
- (a) delivery to a nominated address; or
  - (b) collection from one of our locations (as advised by us on the Website).
- 5.2 If the method of shipping you have selected is a delivery method, the following shall apply:
- (a) delivery timeframes are estimates only. Dispatch and delivery timeframes can depend on things like stock availability, delivery-service provider availability/delays and events beyond our control;
  - (b) your Order may be fulfilled from multiple locations at different times depending on stock availability. You won't be charged any more for delivery in this instance;
  - (c) if no-one is home when your delivery arrives, your driver will leave it in a safe place. If there is no safe place to leave the delivery, your driver will contact you

via email, SMS or, if it's AusPost, the AusPost app with collection instructions. For AusPost deliveries, if your parcel has not successfully synced with your MyPost account, your delivery driver will leave a collection card;

- (d) for Big and Bulky deliveries, your Order will be referred to a delivery service provider who will contact you directly to arrange delivery and request any specific relevant access details such as stairs or parking restrictions. You or a person over the age of 18 must be available to accept delivery at the nominated delivery address on the date agreed between you and the delivery agent. If nobody is available at the address on that date additional delivery fees may apply for redelivery; and
- (e) any unpacking, assembly and installation fees (if any) do not form part of your Delivery Fee.

5.3 If the method of shipping you have selected is a collection, the following shall apply:

- (a) we will notify you, via email address provided to us, when your order is ready to be collected from us;
- (b) our warehouse service provider requires a minimum of 24 hours to process, pick and pack your Order. If your Order is placed on or after Wednesday, it may not be available for collection until the following week;
- (c) unless otherwise advised by us, collection of Goods:
  - (i) incurs a Collection Fee, charged at the time of purchase; and
  - (ii) is available from "3PL Warehouse Solutions", 5 Hensbrook Loop, Forrestdale WA 6112 between 9am AWST - 2pm AWST, on Thursday or Friday of every week, except on Western Australian public holidays. You note that 3PL Warehouse Solutions is a third-party service provider to us.

We note that the fees, times and locations set out above are subject to change in our absolute discretion. In the event of any inconsistency, the most recent details made available on the Website by us shall prevail;

- (d) to collect Goods from our warehouse service provider, collection personnel must first provide to the warehouse service provider evidence of purchase (such as a receipt) of the relevant Goods being collected, and must provide identification such that the warehouse service provider can verify the collection;
- (e) the vehicle used for collection must be suitable for the loads being collected, as determined by us or our warehouse service provider (acting reasonably). Note that any finding in this regard by us or our warehouse service provider cannot and must not be taken as a representation, warranty or otherwise that your vehicle is capable of safely transporting the Goods, and to the absolute extent permissible by Law, you remain fully liable in all respects for your vehicle and its operation, and any loss relating to the Goods after risk has passed in accordance with clause 11;

- (f) you acknowledge and agree that in respect of the collection of the Goods:
  - (i) securing the load is the sole responsibility of the collection personnel, not the personnel of our warehouse service provider. Appropriate valid and legal tie-downs need to be utilised by the collection personnel;
  - (ii) loading can only be done in the designated collection zone, as notified from time to time by the warehouse service provider;
  - (iii) the staff of our warehouse service provider cannot assist you with the loading of your vehicle. The appropriate number of personnel to load and secure the load need to be present on the day of collection;
  - (iv) appropriate personal protective equipment must be worn by all collection personnel, which personal protective equipment must include:
    - (A) closed and/or covered footwear, preferably steel-capped boots; and
    - (B) high-visibility workwear or outerwear;
  - (v) only those persons collecting and loading will be permitted to exit the relevant vehicle; and
  - (vi) collection personnel should remain inside their vehicle in the appropriate waiting bay until their turn to collect if another customer is ahead of them.
- (g) For any questions, issues, or support with your online order, please contact [shop@warrri.com.au](mailto:shop@warrri.com.au).

## 6. **Restricted Goods**

6.1 If you Order Goods that are or contain Restricted Goods, you:

- (a) warrant that you are aged 18 years or over (or the age required by Law to purchase these products);
- (b) acknowledge that it is against the Law to sell or supply the Restricted Goods to, or obtain the Restricted Goods on behalf of, a person under the age of 18 years (where relevant);
- (c) warrant that you are not obtaining the Restricted Goods on behalf of a person under the age of 18 years; and
- (d) warrant that the information you have provided us is true and accurate.

6.2 Where we have reasonable grounds for believing you have not complied with the above clause, we may cancel your Order and refund any money paid to us in respect of your Order.

## 7. **Order cancellations and returns**

- 7.1 Unless provided for in these Terms, Australian Consumer Law or as otherwise agreed by us, no cancellations or changes to Orders will be accepted, and the Goods will be delivered to the Delivery Address in an Order. You should carefully check that your Order is accurate before you submit it.
- 7.2 If we cannot contact you about your Order using the contact details you provided in the Order, after having made reasonable attempts to contact you, we will cancel your Order and refund any money paid.
- 7.3 You will be able to return Goods for a refund in accordance with applicable Australian Consumer Law. In addition to your rights under the Australian Consumer Law, you are able to return Goods for a refund (other than Big and Bulky Goods) if the following conditions are met:
- (a) the Goods are returned to us within 30 days of purchase;
  - (b) you provide satisfactory proof of purchase; and
  - (c) the merchandise is in a saleable condition, that is it is unworn or unused with all original sealed packaging or tags attached and the product seal is not broken or tampered.
- 7.4 Unless otherwise explicitly stated by us, Delivery Fees will not be refunded unless required by Law.
- 7.5 We will process any refunds within a reasonable time of agreeing to do so.
- 7.6 Unless impracticable, we will process refunds to the original payment method set out in the relevant Order.
- 7.7 Big and Bulky Goods cannot be returned or exchanged once the item has been delivered, unless required by Law or if those Goods are faulty. Please call us if the product is faulty so that pickup can be arranged. Big and Bulky Goods may not be returned to us unless previously agreed.

## 8. **Product recalls**

- 8.1 If any Goods are subject to a product recall, we will make reasonable endeavours to contact you using the relevant personal information provided to us by you.
- 8.2 You consent to us contacting you or the Goods recipient, using the personal information provided on your Order, to notify you or the Goods recipient of a product recall by telephone, email, SMS, MMS or post.

## 9. **Promotions and discounts**

- 9.1 The Goods, Prices, and promotions offered on the Website may change in accordance with promotions and discounts from time to time, as determined by us in our absolute discretion.

- 9.2 Certain offers, such as bulk orders and bonus redemptions are subject to additional terms (as specified with the relevant offer). You should read those terms carefully.
- 9.3 All references to times in promotions are based on the local time in Perth, Western Australia, Australia, unless stated otherwise.
10. **Privacy**
- 10.1 We may collect your personal information during the course of your use of the Website, including in connection with Orders. This information is dealt with in accordance with our Privacy Policy.
- 10.2 Our Privacy Policy explains:
- (a) how we store and use, and how you may access and correct your personal information;
  - (b) how you can lodge a complaint regarding the handling of your personal information; and
  - (c) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at [info@warrri.com.au](mailto:info@warrri.com.au) or 13 42 42.
- 10.3 By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information by us as described in the Privacy Policy and these Terms.
- 10.4 If an Order is addressed to a person other than you, you agree to procure the consent of that person to our collection, use, storage and disclosure of the information you provide to us, as described in the Privacy Policy and these Terms.
11. **Risk and liability**
- 11.1 Risk and title in the Goods passes to you on the date and time of, as applicable:
- (a) the delivery of the Goods to you by the Delivery Agent; or
  - (b) collection of the Goods from us.
- 11.2 Our Goods 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 11.3 We may provide an additional warranty in addition to your Australian Consumer Law rights and remedies. Any additional warranties given provide you with benefits in addition to the Australian Consumer Law rights and remedies. When provided, the warranty period, provisions and the person providing the warranty relating to your purchase vary according to the product you have purchased. Please refer to product

packaging and brochures to determine the warranty term and warranty conditions for your purchase.

- 11.4 To the extent permitted under Law, we exclude all implied terms and warranties whether statutory or otherwise in respect of the Goods.
- 11.5 You agree that to the extent permitted under Law, we will not be liable for any expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused, including arising directly or indirectly from or in connection with these Terms.
- 11.6 Our liability to you for loss or damage of any kind arising out of these Terms will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

## 12. **Cancellation and termination**

12.1 We may refuse to accept or process payment on any Order, cancel any Order in whole or part, or terminate or suspend your access to the Website, if in our reasonable opinion you have:

- (a) violated these Terms or Our policies, including our Privacy Policy and Terms of Use; or
- (b) engaged in:
  - (i) fraudulent or suspected fraudulent activity;
  - (ii) unlawful or suspected unlawful activity; or
  - (iii) deceptive or improper conduct.

12.2 We may refund any money received from you for Orders cancelled by us.

## 13. **General**

13.1 See our Terms of Use for further information on trademarks, copyright and other terms applicable to the use of our intellectual property, including in relation to the Website.

13.2 We reserve the right at all times to make changes to these Terms. Any variations to these Terms will take effect from posting on the Website. The Terms which apply at the time you place an Order are those that govern that Order.

13.3 Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms or affect the validity or enforceability of that provision in any other jurisdiction.

13.4 Our failure or delay to exercise a power or right under these Terms does not constitute as a waiver of that power or right, and our exercise of a power or right does not preclude its future exercise or the exercise of any power or right.



13.5 The Laws of Western Australia, Australia govern this agreement. We are located in Western Australia. Your transaction is deemed to have taken place in Perth, Western Australia.

14. **Definitions**

The following definitions apply to these Terms.

<b>Account</b>	means a registered user account facilitated by us on our Website, and includes:  (a) a Containers for Change Account Portal Account; and  (b) an Online Shop Account.
<b>Australian Consumer Law</b>	means the law set out in Schedule 2 to the Competition and Consumer Act 2010.
<b>Big and Bulky Goods</b>	are goods for which extra handling and additional resources are required for delivery, as notified by us. Different Delivery Fees and requirements may apply to these Goods.
<b>Collection Fee</b>	means the applicable fee for the collection of Goods, as determined by us and advised to you on the Website.
<b>Containers for Change Account Portal</b>	means the portal available at <a href="https://consumer.containersforchange.com.au/wa">https://consumer.containersforchange.com.au/wa</a> .
<b>Containers for Change Account Portal Account</b>	a registered user account enabling access to the Containers for Change Account Portal.
<b>Delivery Address</b>	means the address to which the Goods are to be delivered, as stated on your Order.
<b>Delivery Agent</b>	means a third party delivery or shipping company engaged by us to deliver Goods.
<b>Delivery Fee</b>	means the applicable fee for the delivery of Goods, as determined by us and advised to you on the Website.
<b>Goods</b>	means the items offered for sale on the Website.
<b>GST</b>	has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<b>Law</b>	means any written rule or collection of rules, including, but not limited to any statute, regulation, order or rule, any government ordinance or by-law, any governmental agency's

	rule, regulation or determination, and any form of custom or policy recognised and enforced by judicial decision.
<b>Online Shop</b>	means the online shop available at <a href="https://shopwa.containersforchange.com.au">https://shopwa.containersforchange.com.au</a> .
<b>Online Shop Account</b>	means a registered user account facilitating use of the Website and Online Shop.
<b>Order</b>	means a request by you to purchase Goods from us under these Terms.
<b>Personal Information</b>	has the meaning given in the Privacy Act 1988 (Cth).
<b>Price</b>	means the purchase price of each Good as specified on the Website, or as otherwise notified by us.
<b>Privacy Policy</b>	means our privacy policy, available at [ <a href="https://www.containersforchange.com.au/wa/privacy">https://www.containersforchange.com.au/wa/privacy</a> ]
<b>Restricted Goods</b>	means Goods subject to restrictions on sale in particular jurisdictions, including Goods which may not be sold to minors (such as knives, alcohol and tobacco).
<b>Terms of Use</b>	means the terms of use for our Website, available at [ <a href="https://www.containersforchange.com.au/wa/terms-conditions">https://www.containersforchange.com.au/wa/terms-conditions</a> ]
<b>Website</b>	means each of the sites (as applicable) available from [ <a href="https://www.containersforchange.com.au/wa">https://www.containersforchange.com.au/wa</a> ].
<b>Website Terms</b>	means the Terms of Use and Privacy Policy, available from time to time on our Website.
<b>WARRRL</b>	means WA Return Recycle Renew Ltd ACN 629 983 615.