

Introduction

These terms and conditions govern your online order and purchase of goods (**order**) on this website from Business Essence Pty Ltd trading as Crumbz (**Crumbz**) through the Crumbz online store on the Crumbz website:

www.crumbz.com.au (**website**). By placing your order, you agree to be bound by an agreement between you and Crumbz on the following terms and conditions (**Terms of Purchase**). If you do not accept the Terms of Purchase, then you must not continue with your order.

Eligibility

This website is intended for personal use by users who are 18 years of age or older, or for users who are under 18 years of age who have consent of their parent or guardian to use this website.

Display of Products and Prices

Crumbz generally expects that the products (including description, colour and other characteristics) displayed on this website are available for sale at the prices shown. However, Crumbz is not responsible if a selected item is out of stock or discontinued at the time of you placing an order.

All colours of products are presented as accurately as possible. However a slight variation may occur in colour due to digital photographic processing and the different settings of an individual's computer screen.

Prices displayed on this website are inclusive of GST (Goods and Services Tax) applied at the rate of 10% for purchases made within Australia. If the purchase is made outside of Australia, no GST will be charged for your order.

Orders

Our display of products on this website is an invitation to treat and not an offer to sell those products to you. By placing an order you are offering to purchase the selected goods for the price (including taxes, delivery and other charges) from Crumbz. Crumbz is only bound to sell you the goods if it has accepted your order and received your payment.

We reserve the right to accept or reject your order for any reason, including (but not limited to) the unavailability of a product, an error in the

price or product description, colour or any other characteristics posted on the website, or an error in your order. We will notify you as soon as possible of any rejection or cancellation of an order by e-mail or phone using the e-mail address or number(s) provided, and will refund any monies paid using the original method received. We also reserve the right to take reasonable steps to verify that an order and/or credit card details we receive are genuine before we accept the order. We may send you an email to the address you provided acknowledging your order. Please note, however, that this is not an order confirmation or order acceptance from us.

Unless we have notified you that we do not accept, or have rejected or cancelled, your order, your order acceptance and the creation of the contract between you and Crumbz will take place on the despatch from our warehouse to you of the ordered product. It does not take place before then, even if we have received your payment or have sent an acknowledging email (see above).

Payment

Crumbz accepts payment via Visa or MasterCard, debit card and direct deposit (in AUD). We do not accept cash, cheques or money orders. A direct deposit payment can be conveniently done via the internet or over-the-counter at any branch of ANZ Bank, into the following bank account:
Name of Account: **Business Essence Pty Ltd, trading as Crumbz**
BSB: 013-006
Account Number: 4519-08069
Bank: ANZ

Please note that funds that have been electronically processed need to be cleared by the bank, and until the funds are visible in the Crumbz bank account, the order will not be shipped. Please clearly state your invoice number in the description of the transaction. Orders can also be processed over the telephone. Please call Kay on mobile number 0412 389 192 and she will go through your order and will process your credit card payment.

Security Policies and Fraud

Crumbz takes security seriously. Your order is placed through a secure server that we use. The

secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, all of the sensitive customer data we collect is protected by encryption and security to prevent unauthorised access. All credit card payments are processed securely through the DirectOne Payment Gateway and Crumbz does not store any credit card information on our servers. However, you should always be aware of the potential for fraud and theft on the internet. We use email to communicate with you. However, emails may appear to be from us but this can be forged. If you are ever in doubt, please contact us.

Order Processing and Delivery

We will use reasonable efforts to process an order received within 24 hours and shipped within 48 hours subject to stock availability and subject further to the following:

- orders placed on Friday will be processed on the following Monday
- we do not process orders on Saturdays, Sundays or Public Holidays
- we do not process orders unless payment in cleared funds have been received by us

If the timeframe indicated above cannot be met for any reason, we will notify you as soon as reasonably possible.

- Deliveries within Australia – estimated 2-3 working days
- Deliveries outside Australia – estimated 10-25 working days

We will provide you with an estimated date for delivery and while we will use reasonable effort to deliver by this time, all dates specified are indicative only. Unfortunately, we are unable to guarantee time of delivery and will not be liable for any failure to observe any of these indicative delivery times.

It is your obligation to enter the correct delivery address and other delivery instructions at time of order. If you enter the wrong address, we are not obliged to re-send the order to the correct address at our expense. It is also your responsibility to inform Crumbz if an order does not arrive. Once we are informed, we will lodge enquiries with the courier or postal service. We will not be held liable for any loss or damage resulting from late delivery. You agree that late

delivery does not constitute a failure of our agreement, and does not entitle you to cancel an order.

We will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

Risk and Title

Crumbz will retain title to the products you order until payment in full for those products has been received by us. However, risk in the products will pass to you upon their delivery to or collection by a postal or courier service from our warehouse.

Limitation of Warranties

The Trade Practices Act 1974 (Cth) and other similar Australian State and Territory legislation (collectively **Consumer Protection Legislation**) may provide you with certain rights and remedies in respect of goods and services provided to you via this website, which cannot be excluded, restricted or modified. Crumbz does not exclude any such statutory rights and remedies, but Crumbz does exclude all other conditions and warranties specified or implied by custom, law or statute.

Refund Policy

If the product supplied fails to meet Consumer Protection Legislation:

We will provide a refund or offer an exchange, credit note or offer to repair a product. Examples where this may be the case are:

- the product is not of merchantable quality
- the product is not fit for its intended purpose
- the product does not materially correspond with its description
- the product is faulty or defective at the time of delivery

Any request for refund or exchange in such circumstances must:

- be made via mail, sent to us at GPO Box 5029, Melbourne, Victoria, 3001 within 14 days of receipt of the product (international customers will be granted an extension at the discretion of Crumbz)
- include the reason for the request
- be accompanied with proof of purchase and the product received by you

If we accept that the product supplied fails to meet Consumer Protection Legislation, and the product cannot be exchanged due to unavailability, we will offer an alternative product or a full refund. If a product being returned has had a fair amount of use, then we reserve the right to provide a partial refund only or to repair the product instead.

Despite any provision of these Terms of Purchase to the contrary, we will not provide a refund or exchange if:

- you use the product in a way that they were not made for
- you caused the product to become damaged.

Any refund will be made using the same method with which payment was received.

If the product supplied does not fail to meet Consumer Protection Legislation

If the product supplied by Crumbz does not fail to meet applicable Consumer Protection Legislation, any request for refund or exchange will only be met at our sole and absolute discretion. No refund or exchange will be given for sale, promotional or discounted items. Without limiting the reasons why we may not provide a refund or exchange, we will not provide a refund or exchange if you have simply changed your mind about your desire for the products after placing your order.

Limitation of liability

Except as expressly set out in these Terms of Purchase, all, terms, conditions, warranties and representations are excluded to the maximum extent permitted by law and, to the extent they cannot be excluded, Crumbz disclaims all liabilities in relation to them to the maximum extent permitted by law. Further, to the maximum extent permitted by law, Crumbz disclaims any indirect, consequential, special or exemplary damages arising out of or in connection with use of any product supplied to you, even if we have been advised of the possibility of such damages.

Indemnity

You must hold harmless and indemnify Crumbz from and against any third party claim against Crumbz arising from or in any way related to your breach of these Terms of Purchase.

International purchasers

You are responsible for any taxes, duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed by the country in which the ordered product is to be delivered.

Contact

You agree and acknowledge that we may contact you via email or phone at the address or phone number respectively provided in your order.

Miscellaneous

These Terms of Purchase will be governed by, and construed in accordance with, the laws of the State of Victoria, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts located in the State of Victoria, Australia.

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Purchase to be unenforceable, the remainder of the Terms of Purchase will continue in full force and effect.

You must not assign any rights or delegate any obligations under your contract with us or any of these Terms of Purchase, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.

These Terms of Purchase constitute the entire agreement between you and Crumbz and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained here.

Any waiver of any provision of the Terms of Purchase by Crumbz will be effective only if in writing and signed by an authorised officer of Crumbz.

Version 1; 26 October 2009