

# Terms and conditions of sale – Non-ABN & Households

## Background

- A The Customer wishes to place an order to purchase Products.
- B If Signet accepts an order to purchase Products, Signet agrees to supply those Products to the Customer on these terms and conditions.

## Operative provisions

### 1 Ordering

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- (a) The Customer may place an order for one or more of the Products on the Website for a minimum purchase of \$55 (inclusive of GST).
- (b) If Signet accepts an order made in accordance with clause 1(a), then:
- (i) subject to payment of the Purchase Price, Signet sells to the Customer the Products contemplated by that order; and
  - (ii) the Customer buys the Products contemplated by that order for the Purchase Price.
- (c) For clarity, Signet may elect not to accept an order made under clause 1(a).

### 2 Fees, title and risk

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- (a) Title to the Products passes from Signet to the Customer on the Customer paying the Purchase Price for those Products in full to Signet.
- (b) The Customer bears the risk relating to the Products from the time those Products are dispatched by Signet.
- (c) The Customer must pay the Purchase Price for the Products at the time the relevant order is made under clause 1(a).
- (d) If Signet elects not to accept an order, then Signet will endeavour to promptly refund to the Customer any amounts paid by the Customer for that order.
- (e) Signet, or its nominated representative will deliver the Products to the address nominated by the Customer at the time the relevant order is made under clause 1(a).
- (f) Delivery under clause 2(e) is:
- (i) free to metro Sydney, Brisbane, Melbourne, Adelaide and Perth for all orders of \$110 (inclusive of GST) or more; and
  - (ii) otherwise charged at the cost of delivery for the relevant order specified on the Website, or if no cost of delivery is specified on the Website, at the cost of delivery charged to Signet by its freight provider for the relevant order.

### 3 Products

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- (a) The Customer must only use the Products in accordance with the applicable Specification.
- (b) The Customer agrees and acknowledges that:
- (i) the colour of the Products as pictured on the Website may vary depending on the Customer's computer monitor; and
  - (ii) the Products as pictured on the Website may vary from time to time.

### 4 Return of Products

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- (a) Without limiting clause 5, if the Customer is not satisfied with a Product, it may request replacement of or a refund for the Product by calling Signet within 31 days of the time the relevant order is made under clause 1(a).
- (b) If the Customer makes a request contemplated by clause 4(a) and Signet considers that the request has been made in good faith, Signet may arrange for collection of the relevant Product from the address nominated by the Customer at the time the relevant order is made under clause 1(a) and either:

- (i) replace the Product; or
- (ii) provide the Customer with a refund of the Purchase Price for the Product.

### 5 Liability

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- (a) Subject to clauses 5(c) and 5(d), any liability of Signet for any loss or damage, however caused (including by the negligence of Signet), suffered by the Customer in connection with a Product is limited to the lesser of:
- (i) the monetary amount paid by the Customer to Signet for that Product; and
  - (ii) \$100.
- (b) The limitation set out in clause 5(a) is an aggregate limit for all claims, whenever made.
- (c) Subject to clause 5(d), Signet is not liable for any Consequential Loss however caused (including by the negligence of Signet), suffered or incurred by the Customer in connection with a Product.
- (d) If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by Signet in connection with this agreement and Signet's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 5(a), 5(c) and 6 do not apply to that liability and instead Signet's liability for such failure is limited to, in the case of a supply of goods, Signet replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Signet supplying the services again or paying the cost of having the services supplied again.

### 6 Indemnity

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The Customer is liable for, and indemnifies Signet from and against, all loss or damage (including legal costs) incurred or suffered by Signet however caused in connection with:

- (a) any use of the Products other than in accordance with the Specification;
- (b) personal injury or death of any person (including any employee of the Customer) in connection with the use of the Products;
- (c) damage to property in connection with the use of the Products; or
- (d) any act or omission of the Customer, its officers, employees or agents.

### 7 Intellectual property rights and rebranding

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The Customer acknowledges and agrees that nothing in these terms and conditions grants the Customer any intellectual property rights (including copyright, trade marks, patents and designs) of Signet.

### 8 Merger and survival

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- (a) The rights and obligations of the parties under these terms and conditions do not merge on completion of any transaction contemplated by these terms and conditions.
- (b) Termination of these terms and conditions will not affect clauses 3, 4, 6 and 7 and any other clause of these terms and conditions which is expressly or by implication intended to come into force or continue after termination.

### 9 Taxes

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- (a) The Customer must pay all stamp duty, taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed, levied, assessed or payable in Australia or overseas in connection with these terms and conditions.
- (b) The consideration for a Supply made under or in connection with these terms and conditions, including a Supply of Products from the 'Non-ABN & Households Online Catalogue', includes GST.

- (c) If a Supply made under or in connection with these terms and conditions is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
- (i) the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under these terms and conditions for that Supply); and
  - (ii) the Supplier must give the Recipient a Tax Invoice for the Supply.
- (d) In clauses 9(b) and 9(c):
- (i) capitalised terms that are not defined in clause 11(a) have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (ii) Supplier means the entity making the Supply.

## 10 General

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- (a) The laws of Queensland, Australia govern these terms and conditions.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- (c) The Customer must not assign, in whole or in part, or novate the Customer's rights and obligations under these terms and conditions without the prior written consent of Signet.
- (d) Signet may subcontract its obligations under these terms and conditions.
- (e) Where these terms and conditions contemplate that a party may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, that party may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably, unless these terms and conditions expressly require otherwise.
- (f) Each provision of these terms and conditions will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (g) These terms and conditions represent the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements, conduct and understandings, whether oral or in writing, relating to its subject matter.
- (h) The rights and obligations of the parties under these terms and conditions do not merge on completion of any transaction contemplated by these terms and conditions.
- (i) Signet may collect information relating to the Customer (including Personal Information) and retain that information in its customer database.

## 11 Definitions and interpretation

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- (a) In these terms and conditions:

**Consequential Loss** means consequential loss, indirect loss, loss of revenues, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain, lost opportunities (including opportunities to enter into arrangements with third parties) and loss or damage in connection with claims against the Customer by third parties.

**Customer** means you.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can

reasonably be ascertained, from the information or opinion.

**Products** means the products ordered by the Customer under clause 1(a) and which Signet accepts an order in relation to under clause 1(b).

**Purchase Price** in respect of a Product means the purchase price and cost of delivery for that Product specified on the Website.

**Signet** means Signet Pty Ltd ACN 011 039 295.

**Specification** means the specification provided to the Customer by Signet in respect of each Product (if any), as amended by Signet from time to time.

**Website** means [www.signet.net.au](http://www.signet.net.au).

- (b) In these terms and conditions:

- (i) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- (ii) no rule of construction applies in the interpretation of these terms and conditions to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it; and
- (iii) a reference to a party is a reference to Signet or the Customer, and a reference to the parties is a reference to both Signet and the Customer.