



TERMS AND CONDITIONS OF ONLINE SHOPPING

These terms and conditions apply to purchases made on this web site from www.hobartflatpicks.com.au

All orders placed through this website are subject to confirmation and acceptance by Hobart Kitchen Transformations.

All prices are in Australian dollars and include GST.

ORDERS AND DELIVERY

Hobart Kitchen Transformations or its agent will deliver the goods you order to the address you specify in your order, within the agreed time frame, subject to their availability. Where the goods are not available, you will be notified of this by Hobart Kitchen Transformations as quickly as possible.

Anyone at the delivery address who receives the goods will be presumed by Hobart Kitchen Transformations to be authorised to receive the goods. You must ensure that a person over that age is available to accept delivery of the goods.

If there is no-one at the delivery address or no-one of appropriate age to receive the order, Hobart Kitchen Transformations may charge you additional delivery fees.

Once the goods are delivered to you, you will own them and it is your responsibility if they are lost or damaged.

Delivery and Shipping

Delivery costs for small items are automatically calculated and charged to your account.

These deliveries will be made Monday to Friday.



RETURNS AND REPLACEMENTS

In the event that an item is flawed or damaged upon delivery please contact us as soon as you receive it to discuss a return and replacement by mail: sales@hobartflatpacks.com.au or telephone (03) 6231 5959

If you are not satisfied with your purchase, please contact us within 24 hours

by mail: sales@hobartflatpacks.com.au or telephone (03) 6231 5959 quoting receipt number and your reason for returning the item.

The returned items must be in new, unused, condition and in its original packaging.

Any postage shipping charges for the return of the item are your responsibility.

PRICES AND PAYMENT

For each online order, you must pay the applicable price for the relevant goods confirmed by Hobart Kitchen Transformations and the delivery and handling fee specified on the web site at that time.

Your order and credit card details are secured by the PayPal payment gateway and Hobart Kitchen Transformations does not hold any credit card information.

PICTURES

Hobart Kitchen Transformations aims to include up-to-date pictures of all of the goods on this web site. We have made every effort to display the true colour of the item, but this may vary due to computer settings, etc. Please contact us if you want to check colour.

We recommend you read the labels on the goods carefully before using the goods.



PRIVACY

Hobart Kitchen Transformations will not reveal your personal information to external organisations except for the purposes of fulfilling your order.

LIABILITY

Any liability of Hobart Kitchen Transformations in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Hobart Kitchen Transformations be limited to:

1. in relation to goods, the replacement of the goods or the supply of equivalent goods; and
2. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

CHANGES TO TERMS

Each order is governed by the terms and conditions current when the order is placed. Hobart Kitchen Transformations may add to, delete or otherwise change these terms and conditions without notice. It is your responsibility to read and understand these terms and conditions each time you place an order.

APPLICABLE LAW

All purchases under this web site and these terms and conditions are subject to the laws of Tasmania, Australia.



DELIVERY ADDRESS

When placing an order with us, where we are to deliver goods to you, we require a physical street address.

STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW

Supply of goods

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 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.

Supply of goods and services

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Supply of services

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:



- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Standard Warranty

In addition to a consumer's rights and remedies under the Australian Consumer Law, every Hobart Kitchen Transformations appliance is backed by a standard warranty, offering that if any part should fail within 12 months from the date of purchase, except as detailed below, the part or product will be repaired or replaced free of charge by Hobart Kitchen Transformations or their nominated Service Provider provided that:

- a) The appliance is installed correctly according to the manufacturer's installation instructions that have been included with each unit.
- b) any failure is not due to accident, misuse, abuse, unsuitable water conditions, use of incorrect filters or to any alteration, modification or repair that is not carried out by a Hobart Kitchen Transformations nominated person.
- c) failure to notify Hobart Kitchen Transformations by email or phone, within 14 days from the date on which such damage or fault should have been apparent on reasonable inspection by the purchaser.

It is of the discretion of Hobart Kitchen Transformations, whether they repair, replace or the purchase price is refunded.

HKT shall not be liable in tort or contract for any loss or direct, consequential or incidental damages arising out of the use or inability to use the product residentially or commercially.

This warranty applies only to the product:

1. For which the contract price is paid in full;



2. Which fails due to manufacturing defect;
3. Which does not comply with the product specifications due to defects in the product;
4. Which has been installed correctly, according to the manufacturer's installation instructions;
5. And for the avoidance of doubt, does not cover defects or damage arising from or related to installation of the product.

Unless otherwise required by the application of the Australian Consumer Law.