

Trading terms and conditions of Australian Moringa Company Pty Ltd

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods. We look forward to seeing you again when you are over 18.

We are: Australian Moringa Company Pty Ltd

Our address is: 291 Sheehans Road, Calavos, 4670, Queensland.

You are: a visitor to Our Website / our customer

The terms and conditions:

1. Definitions

In this agreement:

“Carrier”	means any person or business contracted by us to carry Goods from us to you.
“Consumer”	means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
“Content”	means any content in any form published on Our Website by us or any third party with our consent.
“Goods”	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
“Our Website”	means the entire computing hardware and software installation that is or supports our website.
“Post”	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases “Posted” and “Posting” shall be interpreted accordingly;

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other

association or organisation.

- 2.2. These terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. Except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. In this agreement references to a party include references to a person to whom those rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. The headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
- 2.7. All money sums mentioned in this agreement are calculated net of GST, which will be charged when payment is due.
- 2.8. A reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.9. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, [such cost calculated \$50 per hour].
- 2.10. These terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.11. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. Because we rely on our suppliers, we do not guarantee that Goods advertised on our website are available.
- 3.4. We may change these terms from time to time. The terms that apply to you

are those posted here on Our Website on the day you order Goods. We advise you to print a copy for your records.

- 3.5. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.

4. Acceptance of your order

- 4.1. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order.
- 4.2. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 4.3. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
- 4.3.1. accept the alternatives we offer;
 - 4.3.2. cancel all or part of your order.

5. Price and Payment

- 5.1. It is possible that the price may have increased from that posted on our Website. If that happens, we will not send your order until you have confirmed that you wish to buy at the new price.
- 5.2. Prices include GST. If you show by your delivery address that you reside outside the Commonwealth of Australia, GST will be deducted at the payment point.
- OR
- 5.3. Prices include GST. If you show by your delivery address that you reside outside the Commonwealth of Australia, we will refund to you the amount charged as GST.
- 5.4. Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian dollars will be borne by you.
- 5.5. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 5.6. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.7. The price of the items does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which

will be displayed on a page of Our Website before we ask you to pay.

- 5.8. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

6. Security of your credit card

- 6.1. We take care to make Our Website safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

7. Consumer protection: cancellation and exclusions

- 7.1. No term in this agreement shall take effect to reduce or remove any right you have under any law on account of your status as a consumer.
- 7.2. As required by the the Competition and Consumer Regulations 2010, details of our after-sales service and guarantees, if any, are given on our website.
- 7.3. You may cancel your order at any time before we have despatched the Goods. If you do, we will refund to you the price of the Goods and any delivery charge.
- 7.4. If you cancel your order after we have despatched the Goods, you must return them to us in the same condition in which you received them. We cannot refund your money if the Goods have been used or damaged.
- 7.5. You are responsible for the cost of returning them. We are not obliged to refund to you your cost of re-packing and returning the Goods.
- 7.6. To assist us in identifying your Goods on receipt by us, we ask you to telephone 07 41596000 for a returns reference to be placed below our address / returns label.
- 7.7. If you fail to return the goods, within 30 days, we are entitled to arrange for their collection. If we do we shall look to you to repay us the cost of collection.
- 7.8. We will refund your money within 30 days of receipt by us of the returned Goods.
- 7.9. The Law expects an expert to help a buyer to avoid buying a product which

may be unsuitable in some way. We are retailers. We are not experts in any of the Goods we sell. You alone must decide whether a product is suitable for your requirement.

- 7.10. This paragraph does not affect your rights in the event that the Goods are faulty.

8. Delivery and pick up

- 8.1. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 8.2. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 8.3. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 8.4. Goods are sent by post. We will send you a message by email to tell you when we have despatched your order.
- 8.5. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 8.6. Time for delivery specified on the Order, if any, is an estimate only and time shall not be of the essence.
- 8.7. We are happy for you to pick up Goods from our warehouse provided you make an appointment in advance and payment has been received into our bank. A cheque on arrival is not acceptable.
- 8.8. If you pick up Goods from our premises then:
- 8.8.1. we will not be able to assist you in loading heavy items;
 - 8.8.2. Goods are at your risk from the moment they are picked up by you or your Carrier from our shop / warehouse;
 - 8.8.3. you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

9. Foreign taxes and duties

- 9.1. If you are not in the Commonwealth of Australia, we have no knowledge of, and no responsibility for, the laws in your country.
- 9.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

10. Liability for subsequent defects

- 10.1. We will repair or replace Goods which fail to comply with the provisions of the Sale of Goods Act or which show a defect. If you claim that the item is defective, the following conditions apply:
 - 10.1.1.the defect must be reported to us within four weeks of becoming apparent;
 - 10.1.2.the defect results only from faulty design or manufacture;
 - 10.1.3.you have returned the defective Goods or parts to us if we have so requested.
- 10.2. If we agree that we are liable, we will refund the cost of return carriage and will repair or replace the Goods free of charge.
- 10.3. If we repair or replace Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

11. Goods returned

These provisions apply in the event that you return any Goods to us for any reason:

- 11.1. We do not accept returns unless you buy as a consumer, or there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 11.2. The Goods must be returned to us as soon as any defect is discovered.
- 11.3. So far as possible, Goods should be returned:
 - 11.3.1.with both goods and all packaging as far as possible in their original condition;
 - 11.3.2.securely wrapped;
 - 11.3.3.including our delivery slip;
 - 11.3.4.at your risk and cost.
- 11.4. You must tell us by email message to enquiries@australianmoringa.com.au that you would like to return Goods, specifying exactly what Goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note or returns number. If you send Goods to us without a returns note/number, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 11.5. In returning a faulty item please encloses with it a note clearly stating the fault/problem and when it arises or arose.
- 11.6. If delivery was made to the Commonwealth of Australia address, you are also protected by the Sale of Goods Act and Competition and Consumer Act 2010.

11.7. If we agree that the item is faulty, we will:

11.7.1.refund the cost of return carriage;

11.7.2.repair or replace the item as we choose.

12. Disclaimers

12.1. Conditions, warranties or other terms implied by the law of any country other than the Commonwealth of Australia are excluded from this agreement to the fullest extent permitted by law.

12.2. We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.

12.3. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

12.4. We give no warranty and make no representation, express or implied, as to:

12.4.1.the quality of the Goods;

12.4.2.any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;

12.4.3.the correspondence of the Goods with any description;

12.4.4.the adequacy or appropriateness of the Goods for your purpose;

12.4.5.the truth of any Content on Our Website;

12.4.6.compliance with any law;

12.4.7.non-infringement of any right.

12.5. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.

12.6. Except in the case of liability for personal injury or death, our liability under this contract is limited, to the maximum extent permitted by law, to the value of the goods or services you have purchased.

13. Your account with us

13.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

13.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

- 13.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

14. Content you Post to Our Website

As a condition of your use of Our Website, you agree to comply with these provisions:

- 14.1. We may, at our discretion, read, assess, review or moderate any Content Posted on Our Website. If we do, we need not notify you or give you a reason.
- 14.2. You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:
- 14.2.1.be malicious or defamatory;
 - 14.2.2.consist in commercial audio, video or music files;
 - 14.2.3.be software which assists in or promotes: emulators, phreaking, hacking, password cracking, IP spoofing;
 - 14.2.4.be illegal, obscene, offensive, threatening or violent;
 - 14.2.5.be sexually explicit or pornographic;
 - 14.2.6.promote discrimination or animosity to any person on grounds of gender, race, religion, nationality, disability, sexual orientation or age;
 - 14.2.7.be likely to harass, intimidate, bully, upset, embarrass, alarm, annoy any other person;
 - 14.2.8.be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
 - 14.2.9.give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
 - 14.2.10.solicit passwords or personal information from anyone;
 - 14.2.11.be used to sell any goods or services or for any other commercial use;
 - 14.2.12.be used to send any communication by automated email or otherwise;
 - 14.2.13.include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
 - 14.2.14.be incomplete or inaccurate or submitted otherwise than as requested by Our Website;
 - 14.2.15.request personal information from other users nor Post any unnecessary personal information about you or any user without his permission.
 - 14.2.16.link to any of the material specified above, in this paragraph.

15. Other restrictions

You agree that you will not use or allow anyone else to use Our Website:

- 15.1. to sell or promote any product or service without our express written consent;

- 15.2. in a way which violates the law of any country in which we operate, or which fails to comply with accepted Internet protocol;
- 15.3. for spamming. Spamming includes, but is not limited to:
 - 15.3.1. the bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
 - 15.3.2. the use of distribution lists that include people who have not given specific permission to be included in such distribution process;
 - 15.3.3. excessive and repeated Posting off-topic messages to newsgroups;
 - 15.3.4. sending age-inappropriate communications or Content to anyone under the age of 18.

16. **About Content Posted by you**

You now confirm that:

- 16.1. you own all of the Content you Post;
- 16.2. you understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 16.3. you will immediately notify us of any security breach or unauthorised use of your account;
- 16.4. you accept all risk and responsibility for determining whether any Content is in the public domain and not confidential;
- 16.5. you irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise use in any medium and for any purpose any Content that you place on our website, throughout the World and in any medium. You represent and warrant that you are authorised to grant all such rights;
- 16.6. you agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Content as provided in the Copyright Act 1968 Part XV;
- 16.7. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 16.8. you now irrevocably release us from any right or claim of yours arising out of or in connection with any item of feedback, rating or other Content Posted by you.

17. **Removal of offensive Content**

- 17.1. For the avoidance of doubt, this paragraph is addressed to any person who

comes on Our Website for any purpose.

- 17.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 17.3. If you are offended by any Content, the following procedure applies:
 - 17.3.1. Your claim or complaint must be submitted to us in the form available on our website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 17.3.2. we shall remove the offending Content as soon as we are reasonably able;
 - 17.3.3. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 17.4. We may re-instate the Content about which you have complained or not.
- 17.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 17.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

18. Security of Our Website

We may, at our discretion give you permission to access Our Website for the purpose of Posting or uploading Content of some sort. We may read, assess, review or moderate any Content Posted on Our Website. If we do, we need not notify you or give you a reason.

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you that we can. By breaching this provision, you would commit a criminal offence under the Cybercrime Act 2001. Your action may also be unlawful in other countries, where you may accordingly be subject to extradition and criminal proceedings.

You now agree that you will not, and will not allow any other person to:

- 18.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 18.2. link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 18.3. download any part of Our Website, without our express written consent;

- 18.4. collect or use any product listings, descriptions, or prices;
- 18.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 18.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of our Website;
- 18.7. for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other website;
- 18.8. use Our Website to hack into the computer of any other person or make contact with any other computer;
- 18.9. make available or upload files that contain software or other material, data or information not owned or licenced to you, including pirated computer programs, pirated music or other media or links to any such files;
- 18.10. make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software;
- 18.11. upload or republish any part of our Content on any Internet, intranet or extranet site.
- 18.12. hide or remove the banner advertisements on any page of Our Website;
- 18.13. share with a third party any login credentials to Our Website;
- 18.14. use on Our Website software which assists in:
 - 18.14.1.data mining, extraction or collection;
 - 18.14.2.emulating, phreaking, hacking, password cracking, IP spoofing or over-loading Our Website;
 - 18.14.3.framing", inserting pop-up windows, interstitial pages or advertisements, or similar techniques.
 - 18.14.4.performing any automated operation;
- 18.15. Despite the above terms, we now grant a licence to you to:
 - 18.15.1.create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - 18.15.2.copy the text of any page for your personal use in connection with the purpose of Our Website.

19. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Content, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

20. Intellectual Property

- 20.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 20.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 20.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 20.4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

21. System Security

- 21.1. We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 21.2. You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 21.3. You may not use any software tool for the purpose of extracting data from our website. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

22. Miscellaneous matters

- 22.1. No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.
- 22.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.

- 22.3. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 22.4. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or that service.
- 22.5. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 22.6. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 22.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 22.8. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by fax or by e-mail.

It shall be deemed to have been delivered:

If delivered by hand: on the day of delivery;
If sent by post to the correct address: within 72 hours of posting;
If sent by fax to the correct number: within 24 hours;
If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. *[Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message]*

- 22.9. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 22.10. This agreement does not give any right to any third party
- 22.11. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
- 22.12. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document

intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

22.13. The validity, construction and performance of this agreement shall be governed by laws of the State of Queensland. Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of the State of Queensland and Australian courts.

23. A legal health warning

23.1. You should consult your physician before taking vitamins, minerals, health nutritional supplements or herbal products. Our vitamins and nutritional supplements products on this site are not intended to diagnose, treat, cure or prevent any disease. Statements made here have not been evaluated by the Food and Drug Administration.