

INTERPRETATION

In these Conditions:

Agreement is an agreement between you and Posh Pantry to supply goods, and consists of the order and these conditions;

Conditions are these conditions, and any agreed written variations;

Delivery Address is the address to which the goods are to be delivered as stated on the Order;

Goods are goods described in an order, and includes packaging;

Intellectual Property Rights includes all rights in respect of copyright, trademarks, patents, designs, protection of confidential information and circuit layouts, whether arising under statute or otherwise;

Order is an order by you to purchase goods from Posh Pantry;

Order Cut Off Time is 48 hours prior notice;

Product List is the list of goods displayed on the Posh Pantry web site, as amended from time to time; and

Service Fee is the fee payable to Posh Pantry in respect of delivery of the goods and handling costs associated with processing your order, as advised by Posh Pantry from time to time.

THE AGREEMENT

An agreement exists between you and Posh Pantry once Posh Pantry accepts an order or Posh Pantry receives the order and does not reject it within fourteen days.

1. CUSTOMER APPLICATION

You must complete a customer application before placing an order for goods with Posh Pantry. You warrant that all information and data provided by you in the customer application is accurate, complete and up to date. You must promptly inform Posh Pantry if there is a change to this information or data.

2. SET UP COSTS

You are responsible for any costs associated with accessing the Posh Pantry web site and placing an order for goods with Posh Pantry, including any Internet provider fees.

3. DELIVERY AREA:

In order to purchase goods from Posh Pantry, the Delivery Address which you nominate must be within a suburb where Posh Pantry provides delivery services. Please ensure that your delivery address and suburb are correct, as orders for delivery to addresses in suburbs that are not in the Posh Pantry delivery area will not be processed. Posh Pantry will advise you if the Delivery Address which you nominate ceases to be in an area where Posh Pantry delivers Goods. Posh Pantry will not be obliged to continue to deliver goods to you if you change your Delivery Address and the new Delivery Address which you nominate is not in an area within which Posh Pantry delivers goods.

4. ORDERS AND DELIVERY OF GOODS

You must place an order with Posh Pantry by selecting goods and pressing the "Submit Order" button. Orders are deemed to be received by Posh Pantry at the time of successful transmission of the order. In respect of liquor, an order is deemed to be received by Liquorland when the order is received at a licensed premises of Liquorland:

5. LATE CANCELLATION FEE:

If you cancel an order after the Order Cut Off Time, Posh Pantry may charge you and you must pay a late cancellation fee of \$30.

6. DELIVERY

Posh Pantry will deliver the Goods to you at the Delivery Address within the time agreed with you. Posh Pantry will not commit to delivery beyond the threshold of your home or office building. Threshold means the front door or a point beyond which entry into the interior of the building occurs.

7. AUTHORISED RECEIPT OF GOODS

Anyone at the Delivery Address who receives the goods shall be presumed by Posh Pantry to be authorised to receive the goods. Posh Pantry may request that the person who receives the goods at the Delivery Address provide satisfactory evidence of proof of age. Posh Pantry may refuse to deliver the Goods if the person receiving the goods is unable or unwilling to provide satisfactory evidence of proof of age. Posh Pantry may refuse to deliver liquor to a person who is intoxicated or not of the appropriate legal age.

8. SERVICE FEE

If required by Posh Pantry, you must pay to Posh Pantry the Service Fee (or such other fee as may be specified by Posh Pantry) in respect of each order. The Service Fee covers your personal shopping, packing and delivery for an order, no matter how large it may be.

9. **ADDITIONAL DELIVERY FEE:**

If there is no one at the Delivery Address or no one of appropriate age to receive and pay for the order when the order is delivered, Posh Pantry may charge you and you must pay an additional delivery fee.

10. **MINIMUM VALUE**

There is a minimum value of \$50 for each order. The minimum value excludes the Service Fee. Posh Pantry may (in its absolute discretion) accept an order which is below the minimum value. The waiver of this requirement by Posh Pantry in one instance will not oblige Posh Pantry to accept an order which is below the minimum value at any other time.

11. **NON DELIVERY OF GOODS**

Where you believe that an item, which was ordered by you and which was in stock, has not been delivered and you wish to report the non-delivery or claim a credit for the value of that item, you must notify Posh Pantry of the non-delivery no later than 24 hours from the end of the period during which the Goods were scheduled for delivery in order to lodge a valid claim.

12. **RISK AND TITLE IN THE GOODS**

Risk and title in the goods passes to you upon delivery and payment of the goods to the Delivery Address. In respect of liquor, property in the liquor passes directly from Liquorland to you upon delivery and payment of the liquor to the Delivery Address.

13. **RETURNS AND REFUNDS**

If you are not satisfied with the quality of the goods you have purchased, you may call Posh Pantry Customer Care Centre on 1800 455 400 and a representative will assess your request for a replacement product, credit or refund of the purchase price. Credit for the value of any goods that you send back with the driver, items that we pick up from you or credits applied for any other reason (including customer service or promotional activity), will be applied to your next order where your next order is a greater value than the credit. Posh Pantry credit will be valid for use one year from the date of issue. Any balance that remains will not be available for use after the expiry date.

Where you receive notice that you have a dormant account/s which is to be closed or consolidated with another active account, any valid credits from the dormant account will be applied to the active account.

14. PRICE OF GOODS AND PAYMENT

The purchase price of the goods as shown on the Product List is the purchase price which is applicable at the time you view it.

15. SERVICE FEE

You must pay the Service Fee in respect of each Order.

16. ADDITIONAL FEES:

If charged by Posh Pantry in accordance with clause 4, you must pay any late cancellation fee or additional delivery fee.

17. TOTAL PRICE OF GOODS

Goods in Your Order are charged at the purchase price applicable at the time you submit your order and as shown on the order confirmation, except:

- (a) if a good is out of stock, in which case you will not be charged for that good;
- (b) if you have given instruction that you will accept a substitute good, in which case the substitute good will be charged at the applicable purchase price at the time the substitute good is processed and scanned for your order; and
- (c) if you have ordered a good that is priced per kilo, in which case the actual purchase price for the good is calculated by Posh Pantry after the good has been weighed and the purchase price charged will be the lower of the purchase price per kilo applicable at the time you placed your order and the purchase price per kilo applicable at the time your order is processed.

18. TAX INVOICE:

Upon delivery of the goods, Posh Pantry will provide you with a tax invoice specifying the total price for the goods, including credits applied and the Service Fee.

19. METHOD OF PAYMENT:

At the time you place the order, you will be required to select your payment method being either mobile EFTPOS at time of delivery, online payment by credit card or customer account. Unless otherwise agreed, in order to receive the goods you have ordered, payment must be received by the selected payment method.

20. ONLINE PAYMENT BY CREDIT CARD

You may pay for the goods at the time you place the order by providing your credit card details on the Posh Pantry web site and Posh Pantry will process

your payment using your credit card (MasterCard, Visa). The payment will be processed as we prepare the order for delivery, which in most cases will be the day of delivery but may be the day prior to delivery. If your credit card is declined by your financial institution, Posh Pantry will not be able to guarantee delivery on the date or in the delivery window you selected and may contact you to make alternative delivery and payment arrangements. If you are not at the Delivery Address or organise a redelivery, the payment will be processed on the original date of the order. If the order is cancelled or refunded, the credit will be processed on the next business day. Posh Pantry may decline to accept payment from you by credit card for any reason, and is not required to give reasons. If Posh Pantry declines to accept payment from you by credit card, the order will not be processed and you will not be contacted. If you agree to make payment by another method that is acceptable to Posh Pantry, Posh Pantry may process the order or any further orders.

21. SET-OFF

If you owe money to Posh Pantry under one Agreement, Posh Pantry may set-off that money against any money that you owe to Posh Pantry under another Agreement. If Posh Pantry owes money to you under one Agreement, Posh Pantry may set-off that money against any money that it owes to you under another Agreement.

22. OUT OF STOCKS AND SUBSTITUTION

Posh Pantry will not provide rainchecks in respect of Goods ordered by you. When completing your order, you will be invited to select a substitution option in respect of goods which are out of stock. Posh Pantry will use its best endeavours to ensure that all goods ordered by you (and any agreed substitutes) are supplied to you. Posh Pantry reserves the right to limit the sale of goods to reasonable or normal household quantities.

23. PACKAGING AND LABELLING OF GOODS

Posh Pantry aims to include in the Product List up-to-date pictures of the goods. At times, the picture of the goods on the Product List may differ from the goods actually supplied to you. Posh Pantry does not warrant the accuracy of the information contained in the Product List and recommends that you read the labels on Goods carefully before consuming the goods.

24. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that Posh Pantry or its related corporations own or are licensed to use all Intellectual Property Rights in Posh Pantry, including any images, photographs or text which appears on the Posh Pantry web site. You must not make any representation to the contrary and you must not use or copy Posh Pantry in any manner which is inconsistent with the rights of the owner or licensee of such Intellectual Property Rights. You acknowledge that any trademarks or logos which appear on the Posh Pantry web site are

owned by or licensed to Posh Pantry or its related corporations, and that you must not do anything to prejudice the rights of the trademark owner or licensee to such trademarks or logos.

25. LIABILITY

You acknowledge that Posh Pantry is provided "AS IS" and that Posh Pantry is not making and has not made any warranty or representation as to Posh Pantry's suitability for any particular purpose. In using Posh Pantry, You are not relying on any statement or representation made by Posh Pantry which is not expressly contained in this Agreement. Any liability of Posh Pantry arising out of or in connection with a breach of an express or implied warranty or condition in respect of Goods or services supplied to You through use of Posh Pantry (other than a condition or warranty implied by legislation which does not permit Posh Pantry's liability to be limited as stated in this clause 12) will, at the election of Posh Pantry, be limited to:

- 1.if the condition relates to Goods, the replacement of the Goods or the supply of equivalent Goods; and
- 2.if the condition relates to Services, the supplying of the services again or the payment of the cost of having the services supplied again.

The entire risk arising out of installation, down loading, use or performance of any software remains with You. To the extent permitted by law, you release and discharge Posh Pantry and its related corporations from all forms of direct, special, indirect or consequential loss or damage (including loss of profits, loss of data or loss or damage that may reasonably have been supposed to have been in the contemplation of the parties as at the date of this Agreement) arising out of or in connection with Posh Pantry or this Agreement, including loss or damage caused by the negligence of Posh Pantry or its related corporations.

26. NOTIFICATION OF CHANGES

Posh Pantry may add to, delete, or otherwise change any of the terms of this Agreement by giving you notice as provided in clause 17. Your use of the Posh Pantry Service after notice will constitute Your deemed acceptance of such changes.

27. PRIVACY AND SECURITY

For details on the Posh Pantry Privacy and Security Statement, please click on the link Privacy and Security Statement or refer to the Privacy and Security hyperlink on the Home Page.

28. TERMINATION

Posh Pantry may terminate or suspend this Agreement at any time by delivering notice (as specified in clause 17) or by sending you a system message advising that Your shopping privileges have been removed. Termination of this Agreement is effective the day notice is received, or such later date as specified in the notice.

29. NOTICES

Posh Pantry may give notice to you by electronic mail, conventional mail to your address contained in the customer application information or notice posting on the Posh Pantry web site. You may give notice to Posh Pantry by electronic mail to poshpantry@bigpond.com

30. SEVERABILITY

Each provision of this Agreement (including these Conditions) are severable. Severance does not affect any other provision.

31. LAWS

The laws of Queensland govern this Agreement.