

# **TERMS AND CONDITIONS**

"Newhand Equipment Pty Ltd" (referred to as "Newhand Equipment", "we", "us", "our") is the owner and publisher of the content contained in this website ("Site"). Your use of this Site is subject to these terms and conditions ("Terms"), our Privacy Policy and any other laws or regulations which apply to this Site. If you do not accept these Terms, you must refrain from using the Site.

Any new features or tools which are added to the Site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any parts of these Terms of Service by posting updates and/or changes to the Site. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

## **Definitions**

"newhandequipment.com.au" or "Site" doing business as "Newhand Equipment" [A.B.N. 20 630 559 330] of Unit 3, 3 Treforest Drive, CLAYTON VIC 3168.

"Customer" or "you" means the person or company who place an order via the website to purchase any of the products.

"Products" or "goods" means the products offered for sale by "newhandequipment.com.au" via the website and at our store.

## **Products and Services**

Newhand Equipment operates the Site to display and market new and second-hand hospitality equipment for sale to the public. The Site may contain information from a number of suppliers of hospitality products. The Site provides you with the opportunity to view and purchase new and second-hand products for sale on the Site.

We are not an agent for the suppliers, nor are we an agent for any third-party suppliers of any goods or services that are advertised on the Site.

Information contained on the Site about goods and services offered by a supplier is provided by that supplier. We do not monitor, verify or endorse information submitted by suppliers for posting on this Site and you should be aware that such information may be inaccurate, incomplete, out of date and may change at any time.

We have made every effort to display as accurately as possible the colors and images of the products our products that appear on the Site. We cannot guarantee that your computer monitor's display of any color will be accurate.

## **Price and Availability**

If the product is listed incorrectly by price, model or is out of stock, we reserve the right to allow you the opportunity to accept a new price, accept a substitute product or cancel your order. We will, of course, do our best to contact you regarding a substitute. If your credit card has already been deducted, we will issue a credit. If our inventory levels were off and a product is out of stock, Newhand Equipment does not accept responsibility for compensating you for products that we fail to supply.

The price of goods ordered is the current price at the time of delivery, unless a specific price has been quoted. All prices are in Australian dollars.

Newhand Equipment currently accepts the following payment method options:

1. Full payment in cash at pickup
2. Direct debit

You confirm that the credit card or debit card account that is being used is yours.

**If you pay by Direct Debit, we reserve the right to cancel your order if payment is not received in our account as cleared funds within seven (7) days from the date the order is placed.**

#### Disclaimer for Pricing

All pricing on this website are subject to change without notice. If such occurs, you will be notified at time of sale and allow you the option to either accept the new price or not proceed with the purchase.

#### Orders and Deliveries

##### *Placing an Order and Order Acceptance*

You will be receive details of our products on our Site. You will be requested to personally inspect the products at our store during normal trading hours.

If you request to purchase the item you must pay a deposit to hold the item and the balance within 2 weeks from order placement. The goods must be paid in full and delivered or collected by you within 2 weeks. We will offer you 1 reminder to collect the goods, failing which you will forfeit your deposit and the goods considered abandoned. Failure to collect the goods will entitle Newhand Equipment to withhold the deposit as a restocking fee.

##### *If online purchase of products (if available)*

If available, you will be guided through the process of placing an order by a series of simple instructions on the Site. You will be offered the opportunity to review your proposed order and confirm or correct it prior to finally placing your order. You place your order request for goods from the Newhand Equipment Site by clicking on the Place Order button at the end of the on-line order process. Once you have placed your order, we will send you an email acknowledgement providing you with the details and value of your order, which has been debited to your credit/debit card, or PayPal account (if applicable). This is not an order acceptance from Newhand Equipment.

Unless we have notified you that we do not accept your order or you have cancelled your order, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. We do not offer "change of mind" cancellations.

If you require any information regarding your order please contact us via the Contact Us form.

We may not accept your order if an item you have ordered is out of stock, we are unable to

obtain authorisation for your payment, we suspect fraudulent activity or violation of these Terms and Conditions (including our Privacy Policy) or if we identify a product or pricing error.

If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone advising you of this.

Newhand Equipment will attempt to deliver or dispatch all orders within two (2) weeks from the date the order is made and full payment is received, however, Newhand Equipment accepts no responsibility for delays. We will notify you of any unexpected delays as soon as reasonably practicable. We will inform you of the charges of our external courier providers at the time you request this service.

## GST

Fees specified on Our Website are inclusive of GST.

If you are located in the Commonwealth of Australia, we will show and retain the amount of GST due on our charge for our services in addition to the amount of fees due to us.

Newhand Equipment has the right to demand additional information about your business so far as it may affect your GST registration, at any time, from you or from a governmental authority.

## Product Descriptions and Images

Newhand Equipment reserves the right to alter, or change from time to time, descriptions, product information, product images or prices without notice to you. Products may not be available or as described. While Newhand Equipment strives to ensure the accuracy of product information on this website, the product purchased may differ from what is advertised on this Site. Actual products and packaging may differ from the descriptions contained on this Site. You should not rely solely on your own personal inspection of the equipment before order and purchase. Image accuracy is not guaranteed. Please do not rely on the image for your purchase as we do not warrant that the product descriptions or other content available are accurate, complete, reliable, current, or error-free.

## Third Party Services

From time to time we may provide third party services. In any point we will not be liable for any third-party transactions. Third-Party Services can be offered to Supplier pursuant to the third party's terms and conditions. Third-Party Services may be promoted on our website as a convenience to our users who may find the Third-Party Services of interest or of use. If a Supplier utilises Third Party Service provider, the agreement will be directly between the Supplier and that Third-Party Service provider.

## Other Websites

Our Site may have links to other websites. The Site may contain links to other websites which are owned or operated by third parties. These links are provided for convenience only and may not remain current or maintained. We should not be construed as endorsing, approving, recommending or giving preference to these third parties or their websites, or any information,

products or services referred to on those third party websites unless expressly stated. You link to these websites at your own risk and should make your own enquiries as to the privacy policies of these third parties. We are not responsible for information on, or the privacy practices of, such websites. We do not permit any linkages to this Site without written permission.

### Comments and Feedback

To offer comments about the "newhandequipment.com.au" website, or about the information presented in any of our policies or terms, you can find full contact details under the About Us tab.

Errors or omissions, if any, are not intentional.

Pictures are for illustrative purposes only.

### Risk & Title

Newhand Equipment will retain title to the goods you order until you have made payment in full for those goods but all risk in the goods will pass to you upon the delivery of the goods to, or the collection of the goods by, a postal or courier service. Where we offer delivery, risk and title of the products passes to you at the time our delivery person reaches your location and makes contact with you. Any liability for damage to the products upon delivery passes to you.

We strongly recommend that you obtain any suitable insurance in respect of the goods and products you have purchased. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

### Intellectual Property

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Given the nature of the internet, we cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this Site at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its

security. If you become aware of any problems with the security of the data or the Site, please contact us immediately by email.

Our Site uses an SSL certificate, which serves as a digital "passport" that allows data to be transmitted over secure networks — protecting financial and credit card transactions, signups, web access to mail, sensitive information and intranets. It authenticates and encrypts the data transferred through the website to the server.

Protect the site from spoofing

Displays security padlock

Ban data alteration and editing

Protect visitors' personal data from misuse

### Viruses

Given the nature of the internet, we cannot guarantee that this Site is free from viruses, fault or other conditions which could damage or interfere with your computer systems, and we do not warrant that your access to this Site will be uninterrupted, error free or that any defects will be corrected. You assume the risk of any damage to your property as a result of using this Site, and, to the maximum extent permitted by law, we disclaim all liability for any errors, omissions and faults.

You must take your own precautions to ensure that the process which you use for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we accept no responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked website.

### Cookies

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### Use of Your Information and Material

We appreciate any suggestions ("unsolicited ideas") you may have regarding ways in which this Site may be improved or materials which we may add to this Site. Any unsolicited ideas that you submit to us will not be regarded as confidential and will become our property. We may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

### Privacy Policy

Please review our Privacy Policy, which forms a part of these Terms and Conditions and governs your visit to the Site, so that you may understand our privacy practices.

## Disclaimer

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## Indemnification

You agree to indemnify us, our officers, employees, shareholders, agents and other persons involved in the creation of this Site and hold us harmless from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Site, any information that you provide to us via this Site or any damage that you may cause to this Site. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Trade Practices Act 1974 (Cth).

## Limitation of Liability

*No representations or warranties*

THE SITE IS PRESENTED "AS IS."

TO THE EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

*Exclusion of loss caused by certain things*

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY

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(b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE;

(c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION;

(d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-SITE LINKS ON THE SITE;

(e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY SITES;

(f) ANY INACCURACIES, OMISSIONS OR MISLEADING, FALSE OR DECEPTIVE STATEMENT IN THE CONTENT; OR

(g) EVENTS BEYOND OUR REASONABLE CONTROL.

*Exclusion of certain types of loss*

TO THE FULLEST EXTENT PERMITTED BY LAW WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (OR ANY LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

*Cap on Liability*

IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS AS APPLICABLE OR THE VALUE OF THE GOODS ORDERED, WHICHEVER IS GREATER.

**Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of Victoria, Australia, and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms, which will continue in full force and effect.

If you access this Site in a jurisdiction other than Victoria, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of this Site complies with the laws of any country outside Australia.

## General

We may, from time to time, add or remove information, products or services from this Site without notice.

We reserve the right to amend these Terms at any time without notice, and we may terminate your access to this Site at any time without notice. Your continued use of this Site following such notification will represent an agreement by you to be bound by the Terms as amended. Where your access to this Site is terminated, all disclaimers and limitations of liability set out in these Terms will survive.

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## Contact Us

If you have any questions regarding these Terms and Conditions, please contact us at [sales@newhandequipment.com.au](mailto:sales@newhandequipment.com.au)

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