

1. AGREEMENT

1.1 An agreement is made between SMEG and the customer for the purchase of the product/s as specified in an order ("agreement") if and when SMEG issue an order confirmation to the customer in respect of that order.

1.2 This agreement and these terms relate to SMEG Agency products only within the following aesthetic ranges: Dolce Stil Novo, Linea, Portofino, FAB and Diamond.

2. PRICE

2.1 The price payable by the customer to SMEG for the product/s is the price specified in the order confirmation.

3. PAYMENT

3.1 A 30% minimum deposit is required at the time of order placement. Full payment of the price is required prior to delivery.

4. CANCELLATION

4.1 If your order is cancelled before the goods are delivered, all monies received will be returned.

5. DELIVERY

5.1 Fees and charges may be applicable for the SMEG Delivery, details of which will be provided by SMEG and agreed with the customer prior to any order being completed.

5.2 SMEG will deliver the product/s to the location specified within metropolitan Melbourne, Sydney, Adelaide, Perth, and Brisbane as well as selected regional centres. SMEG may at its sole discretion elect to deliver the product/s to a location beyond those selected regions.

5.3 SMEG is unable to facilitate the delivery to all locations Australia wide, since certain remote areas are non-deliverable zones. SMEG will notify of such prior to completing the order. In such circumstances delivery options can be discussed contacting: retailsales@smeg.com.au

5.4 Prior to the completion of any order, SMEG will confirm whether a door-to-door delivery service is possible. For selected regions, SMEG may engage a third-party provider to facilitate the delivery. Depending on the provider, delivery conditions may vary.

5.5 SMEG will deliver the product/s to the location specified in the order. Where no location is specified, SMEG will deliver the product/s to the customer's address as set out in the order except where SMEG is unable to deliver pursuant to clause 5.3.

5.6 SMEG will deliver the Goods in accordance with these terms and conditions. To the extent permitted by the Australian Consumer Law, the risk of loss of or damage to the product/s passes to the customer upon delivery.

5.7 Subject to clause 5.8, the delivery date will be the date specified in the order or, if no date is specified, such alternative date as the customer and SMEG later agrees ("delivery date"). All orders must be settled and delivered within 12 months of the order placement date. Orders not settled and delivered within this time frame may be cancelled, upon customer notification.

5.8 SMEG will use reasonable commercial endeavours to deliver the product/s on the requested delivery date. If SMEG is unable to deliver the product/s on the date (by reason of transportation difficulties or otherwise), it will do so within a reasonable period after such date.

5.9 In the event that the customer is not present to accept delivery at the nominated delivery time, the customer will be liable to pay for the product/s to be re-delivered at a new delivery time/date, as arranged by SMEG and the customer. This fee is payable by the customer prior to SMEG re-delivering the product/s at the new nominated delivery time/date.

5.10 If the customer accepts delivery of the product/s and subsequently changes their mind about the product/s (including where the customer orders the incorrect product), SMEG may, in its discretion, agree to:

i. accept return of the relevant product/s from the customer; and

ii. provide a replacement product/s to the customer.

In these circumstances, the customer must pay:

i. a re-stocking fee of 15% of the price of the product/s returned; and

ii. any difference between the price of the product/s being returned and the replacement product/s selected.

The customer acknowledges that this re-stocking fee represents the costs incurred by SMEG in accepting and re-stocking the returned product/s. SMEG will not impose the re-stocking fee where the customer is not at fault (including where the SMEG Chartered Agent submits an incorrect order).

5.11 If the customer:

i. fails to accept delivery of the product/s, or

ii. fails to accept delivery of the product/s by SMEG within 30 days of being notified by SMEG that they are ready for delivery;

SMEG may give the customer 5 business days' notice of termination of this agreement. If the customer fails to accept delivery within that notice period, this agreement is terminated on expiry of that period.

5.12 If SMEG is unable to contact the customer after making reasonable attempts to arrange delivery, SMEG may give the customer 30 days' notice of termination of this agreement. If the customer fails to make arrangements within the notice period, this agreement (including any order) is terminated upon expiry of that period.

6. PRODUCT INSTALLATION

6.1 SMEG recommends that the products be installed in accordance with the SMEG installation instructions that accompany each product. If a SMEG product is not installed in accordance with the instruction manual, this may affect the SMEG warranty offered under clause 8.0.

7. OWNERSHIP AND RISK

7.1 SMEG remains the owner of the product/s until the price is paid in full to SMEG and the product/s have been delivered to the customer.

7.2 The customer must not sell or otherwise deal with the product/s until the price is paid in full to SMEG. If the customer purports to do so, the customer will be deemed to hold the proceeds of sale or other realisation (or the amount equal to the outstanding) on trust for SMEG.

7.3 Notwithstanding clauses 7.1 and 7.2, the risk of loss of or damage to the product/s passes to the customer upon delivery. After delivery, the customer is responsible for storing the product/s prior to any installation and is liable for any loss or damage which occurs during such storage.

8. WARRANTY

8.1 SMEG products are subjected to rigorous testing and assessment as to their quality and fitness. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The customer is 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.

8.2 Warranties and conditions as to the merchantability and fitness for purpose of SMEG products are implied under Australian consumer protection legislation. The warranty in this clause 8 is independent of, and does not exclude or limit, any non-excludable statutory warranties and conditions implied by such legislation.

8.3 SMEG warrants that the product/s will be free from defects in materials and workmanship for a period of 5 years from the date that the product was purchased in Australia.

SMEG does not make any further representation or warranties as to the merchantability of its product range.

8.5 SMEG reserves the right to inspect and test the product/s for the purpose of determining the extent of any defect and the validity of any claim made under this warranty. All defective parts/products replaced by SMEG under this warranty will be deemed to be the property of SMEG.

8.6 This SMEG warranty will not apply if the product/s is rendered faulty by a factor other than a defect in materials and workmanship. Such factors include but are not limited to:

- i. the purchaser, failing to follow the instructions provided in the owner's handbook relating to the proper use and care of the product, uses the product for any purpose other than those for which it has been designed,
- ii. damage through misuse (including failure to maintain, service or use with proper care), neglect, accident or ordinary wear and tear (including deterioration of parts and accessories and glass breakage);
- iii. use or installation (where applicable) which is not in accordance with any specified instructions for use or installation;
- iv. use or operation after a defect has occurred or been discovered;

v. damage through freight, transportation or handling in transit (other than when SMEG is responsible);

vi. damage through exposure to chemicals, dusts, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors (including vermin damage) howsoever outside SMEG's control;

vii. repair, modification or tampering with by the purchaser or any person other than SMEG or an authorised SMEG Service Agent; or

viii. use of parts, components or accessories which have not been supplied by or specifically approved by SMEG.

This warranty does not apply to consumables such as batteries, filters or globes. This manufacturer warranty does not exclude or limit your rights under the Australian Consumer Law.

8.7 Customer must retain proof of purchase (receipt) in order to be eligible to make a warranty claim under this clause 8.

8.8 The SMEG warranty provided under this clause is a transferable right.

9. HOW TO MAKE A WARRANTY CLAIM

9.1 Conduct a basic check of the product to establish whether it is appropriately connected, after consulting the SMEG user manual. If the problem persists, the following claim process should be followed:

i. Notify SMEG by calling 02 8667 4888 or e-mailing: diamondservice@smeg.com.au. A service call will be organised at no cost.

ii. A warranty card or a copy of the purchase receipt must be provided in order to show that the warranty applies to the product at the date of the claim.

Please note that SMEG may engage a third-party provider to facilitate the service.

10. SERVICE & SPARE PARTS

10.1 SMEG has a policy of assuring the availability of spare parts and service for all SMEG products for a period of not less than ten (10) years following the cessation of production of the applicable product.

11. COMPLAINTS / CUSTOMER CARE

11.1 We take our customer service seriously and want to hear about any problems that you may have had or the level of service you have been provided.

To notify us of these issues, please collect all the relevant information on your query and direct it to our Customer Experience Team at: diamondservice@smeg.com.au.

12. PRIVACY

12.1 SMEG will collect and deal with the customer's personal information (including name, address, telephone contact or personal details) in accordance with SMEG's Privacy Charter and the Privacy Act 1988 (Cth). A copy of the Privacy Charter is available from SMEG or www.smeg.com.au.

12.2 SMEG may disclose personal information to its related companies and to organisations which provide services (including delivery services) to SMEG or which assist SMEG in providing services (including repair / warranty services) to its customers.

13. GOVERNING LAW

13.1 This agreement is subject to the laws of the State of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.

14. DEFINITIONS

'Customer' means the person or entity whose name and address appears on the order as the purchaser of the product/s.

'SMEG' means SMEG Australia Pty Ltd. ACN 146 901 082
ABN 33 146 901 082 of 2 Baker Street, Banksmeadow NSW 2019.

'Order' means the order provided by the customer to SMEG for the purchase of the product/s and includes an order by way of acceptance of a tender, quotation or offer made by SMEG.

'Order confirmation' means the written confirmation of the order by SMEG.

'Product/s' means the SMEG products referred to in the order.