

TERMS/CONDITIONS

1.1 Melbourne Nut Co (ABN 785 767 855 91) grants you a non-exclusive, limited and revocable license to use and access the website www.melbournenutco.com.au. In these Terms and Conditions, “us”, “we” and “our” refer to MNC and references to “you” and “your” is to you, the end user. These Terms and Conditions are made in accordance with the laws prevalent in Victoria, Australia.

2.1 By using the Site you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions you must immediately stop using the Site.

2.2 You acknowledge and accept our Privacy Policy.

2.3 Until registered, you are a “User” and you do not have the authority, implied or express, to access the Services, and MNC disclaims all liability in relation to your use of this site.

2.4 We may change, update or otherwise amend the Site at our absolute discretion and without notice.

3.1 MNC may offer you access to controlled areas of the Site or offer you goods and services for sale (Services). You must register the information as requested on the Site in order to access the Services.

You may purchase goods and services online from the Site. All purchases are subject to these Terms of Sale:

4.1 Purchase, Payment and Order

(a) Any purchases of items from the online store (Order) are confirmed when you complete payment for the items and for shipping. Payments must be made by credit card (Visa or MasterCard only).

(b) Prices and stock levels may differ between our online shop and retail shops.

4.2 Shipping and Delivery

(a) MNC shall advise you of any shipping fees prior to despatch. Shipping fees will be advertised prior to the payment for your Order.

(b) MNC reserves the right to cancel any order should the shipping fees be insufficient, and will notify you if this is the case.

(c) You must provide us with accurate shipping information.

(d) Orders will be shipped within 1-3 business days of payment unless otherwise arranged between the parties. You will be notified by email once the goods are despatched.

(e) You agree to take on the risk for the goods, such as loss or damage, when the goods reach the delivery address.

(f) All deliveries are made by registered courier or Australia post and require a signature.

(g) Authority to leave the parcel:

If you select the 'Authority to leave' option while checking out, the courier will leave your order as instructed.

Please note in this case, Melbourne Nut Co cannot be held responsible for lost or damaged parcels/goods after they have been delivered.

When your online purchase is complete, you will receive an email containing your order confirmation. When the order is dispatched, you will receive an email with delivery and tracking details.

(h) After taking delivery of the goods, you agree to examine the goods and notify us if there is any defect in the goods within 7 days of the delivery date.

(i) Under no circumstances will MNC be liable for any cost, loss or damage caused by a delay in shipping after it has been despatched by MNC, including incorrect shipping details provided by you.

4.3 Returns

(a) MNC shall provide a refund or exchange on an Order where (without limitation):

i A product that has exceeded its "best before" date when received by you;

ii An incorrect product was sent to you; or

iii The product is faulty or damaged in some way upon receipt by you.

(b) To receive a refund or exchange you must, within 7 days of receiving the Order:

i Notify us by phone 03 9462 2929 or email (orders@melbournenutco.com.au) with the problem with the Order, at which time you'll be given instructions on how to return the items; and

ii Despatch the items for exchange or refund back to MNC.

(c) MNC will not accept returns, nor offer an exchange or refund, where:

i You have chosen incorrectly or mistakenly;

ii You have changed your mind;

iii You do not like the taste of the product; or

iv You have incorrectly treated or stored the product.

(d) MNC reserves the right to decide whether or not to make an exchange or refund until it has received the returned items.

4.4 Customs, Duties and Taxes

(a) All sales are subject to Goods and Services Tax (GST).

(b) If you order goods from outside Australia, you agree to take responsibility for ensuring that the goods can be legally imported into the country of delivery.

(c) You agree to pay any customs, duties or taxes with respect to the goods that we send to the address outside of Australia. These costs will be in addition to the purchase price that we quote on the Site.

4.5 Allergy Safety - Nuts

(a) MNC process all raw material and products following strict guidelines set by Food Standards Australia (FSANZ). These products also include all varieties of tree nuts and peanuts. Although every care and precaution is taken to avoid cross-contamination of the products during processing and packing, should you have known allergies to nut products you exercise caution prior to consumption as there is always the likelihood of some

traces of peanuts and tree nuts being present. If you have any queries or need further information regarding allergens, please contact our office at 03 9462 2929.

5. RECIPES

5.1 The Site may contain recipes and other food production information. Although all care is taken, MNC cannot provide any warranty as to the correctness, safety or taste of any recipe. You use any recipe on the Site at your own risk.

6. CONDITIONS OF USE

(a) You only use the Site for lawful purposes;

(b) You do not engage in any improper, indecent or offensive behaviour;

(c) You are not breaking any local, state or federal law in your relevant jurisdiction by accessing this Site;

(d) You will treat the Site and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person (as determined by us); and

(e) You must provide us with accurate personal and contact information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Site. You do not breach any of the Terms and Conditions.

7. SITE AVAILABILITY

7.1 By using this site you acknowledge that we are not required to keep the Site available for your use and we make no warranties as to its availability.

7.2 We accept no responsibility for the unavailability of this Site, or any offers of Services found on the Site, and you agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access the Site.

7.3 We make no guarantees, implied or express, as to the ongoing availability of the Site or Services.

8. INTELLECTUAL PROPERTY

8.1 All content on the Site and the Services are the copyright and property of MNC. Without the express written permission of MNC, you shall not:

(a) Replicate all or part of the Site or Services in anyway; or

(b) Incorporate all or part of the Site or Services in any other webpage, site, application or other digital or non-digital format.

8.2 MNC has moral and registered rights in its trademarks and you shall not copy, alter, use or otherwise deal in the marks without the prior written consent of MNC.

8.3 You agree that by using the site you will not copy the Site or Services for your own commercial purposes. You agree and warrant that you will not solicit the Users and Members of the Site to join another competing site or in any way to stop using the Site in preference of using another site offering comparable services. You indemnify us for any loss or damage we suffer as a result of your breach of this warranty.

9. THIRD PARTY WEBSITES AND ADVERTISING

9.1 The Site may contain information & advertising from third-party businesses, people and websites (Third-Parties). You consent to receiving this information as part of your use of the Site.

9.2 We are not responsible for any information transmitted by Third Parties or liable for any reliance you make upon the information or statements conveyed by Third Parties (or in relation to your dealings with Third Parties), nor are we responsible for the accuracy of any advertisements.

10. LIMITATION OF LIABILITY AND INDEMNITY

10.1 You agree that you use the Site at your own risk.

10.2 You acknowledge that we are not responsible for the conduct or activities of any User or Member and that we are not liable for such under any circumstances.

10.3 If you are provided with a username and password to access the Services, it is your responsibility to keep your username and password secure and you indemnify us for any loss or damage we suffer as a result of unauthorised access to your account. You are solely responsible for the use of your account, irrespective of who is utilising it, whether with or without your permission.

10.4 You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site, including any breach by you of these Terms and Conditions.

10.5 In no circumstances will we be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Site or any content, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.

10.6 Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, we and our related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:

(a) The re-supply of services or payment of the cost of re-supply of services; or

(b) The replacement or repair of goods or payment of the cost of replacement or repair.

11. PRIVACY POLICY

11.1 You agree that you will not do anything that shall compromise MNC's compliance with its Privacy Policy nor do anything contrary to the Privacy Policy in so far as your use of the Site is concerned.

11.2 We may amend the Privacy Policy from time-to-time without notice and at our absolute discretion, and by continuing to use the Site you accept such changes.

12. TERMINATION AND CANCELLATION

12.1 Either party may end the agreement formed by Terms and Conditions immediately by giving the other party written notice. It is not essential to provide reasons for the termination. Where these Terms and Conditions have been terminated you must immediately cease using the Site or Services.

12.2 Your use of the Site may be cancelled at any time, for any reason, by on a temporary or permanent basis. You must immediately cease using the Site should you receive a notice cancelling your license to use the Site.

13. NOTICES

13.1 You can direct notices, enquiries, complaints and so forth to MNC at the details published on the Site. We will notify you of a change of details from time-to-time by publishing new details on the Site.

13.2 We will send you notices and other correspondence to the details that you submit to the Site, or that you notify us off from time-to-time. It is your responsibility to update your contact details as they change.

14. GENERAL

14.1 MNC shall at its absolute discretion amend this Terms and Conditions at any time, which shall become effective by giving you notice.

14.2 Nothing in these Terms and Conditions shall be deemed to form a relationship between MNC and you of joint venture, partnership, employment or other association in any way other than parties to these Terms and Conditions.

14.3 Any provision of these Terms and Conditions, which is invalid or unenforceable in any jurisdiction, is, as to that jurisdiction, ineffective to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction. The parties will negotiate in good faith to replace any such provision with a provision which is valid and enforceable and consistent with the intention of these Terms and Conditions, so far as is reasonably practicable.

14.4 These Terms and Conditions is part of an ecommerce transaction and the parties agree that these Terms and Conditions shall be accepted electronically and the agreement to these Terms and Conditions is formed and validly entered into electronically.

14.5 The termination of these Terms and Conditions does not affect the parties' rights in respect of periods before the termination of these Terms and Conditions