

## Terms and Conditions of Sale

ASKO Appliances (Aust.) Pty Ltd (ACN 007 007 329)

### 1 Definitions

**ASKO, we, us or our** means ASKO Appliances (Aust.) Pty Ltd (ACN 007 007 329).

**Customer, you or your** means the person or entity whose name and address appears on the Order as the purchaser of the Product/s.

**Order** means the order provided by the Customer to ASKO for the purchase of the Product/s and includes an order by way of acceptance of a tender, quotation or offer made by or on behalf of ASKO.

**Order Confirmation** means the written confirmation of the order by ASKO.

### 2 Agreement

2.1 An agreement is made between ASKO and the Customer for the purpose of the product/s specified in the Order (**Products**) if and when ASKO issues an Order Confirmation to the Customer in respect of that order (**Agreement**).

2.2 The Agreement comprises the Order, the Order Confirmation, reference to these Terms and Conditions of Sale and any other additional terms as agreed in writing by ASKO. The Order Confirmation prevails over the Order to the extent of any inconsistency.

### 3 Promotional Items

3.1 From time to time ASKO will undertake special offers and /or promotions. Separate terms and conditions will apply to Products sold as part of a promotion or offer.

### 4 Price

4.1 The Price payable by the Customer to ASKO for the Product/s or services is the price specified in the Order Confirmation provided by ASKO to the Customer (**Price**).

### 5 Payment

5.1 A minimum of 25% of the Price is payable as a security payment upon submission of the Order by the Customer. The applicable amount will be automatically generated from ASKO's online ordering system.

5.2 Subject to clause 5.3, full payment of the Price is required prior to delivery of the Product/s.

5.3 All orders for ASKO ex-display, consignment and/or factory second stock must be paid in full at time of Order.

### 6 Cancellation Fee

6.1 If you cancel your order, ASKO will refund all monies paid excluding the applicable cancellation fee.

6.2 A cancellation fee of up to \$200 (AUD) may apply to the Order. You acknowledge that this is a reasonable amount to compensate ASKO for its resulting loss and damaged caused by the cancellation.

## 7 Default in payment

- 7.1 If the Customer fails to make any payment to ASKO when due, the Customer must, without prejudice to any other right or remedy of ASKO:
- (a) reimburse ASKO for all reasonable costs and expenses incurred by ASKO in relation to the outstanding debt and chasing payment of it; and/or
  - (b) upon reasonable notice by ASKO, return the Product/s to ASKO or permit a representative of ASKO reasonable access to the location of the Product/s to repossess the Product/s.

## 8 Delivery

- 8.1 All Orders must be settled and delivered within 6 months of the Order Confirmation. Orders not settled and delivered within this time frame may be cancelled by ASKO and ASKO may charge the applicable cancellation fee in accordance with clause 5.2.
- 8.2 If ASKO elects not to cancel an Order pursuant to clause 8.1, or until ASKO elects to cancel an Order pursuant to clause 8.1, a storage fee of \$15.00 excluding GST per Product per month, or part thereof, will apply.
- 8.3 Subject to clause 8.4, ASKO will deliver the Product/s to the delivery location specified in the Order Confirmation. ASKO will not deliver to premises that are unattended under any circumstances.
- 8.4 ASKO is not required to deliver the Product/s in accordance with clause 8.3 if the location to which the Product/s are to be delivered is outside a metropolitan area of Melbourne, Sydney, Adelaide, Perth or Brisbane, or an agreed area as specified by ASKO. ASKO may instead notify the Customer of the location at which the Product/s are available for collection.
- 8.5 Subject to clause 8.6 the proposed delivery date will be the date specified in the Order Confirmation (**Delivery Date**).
- 8.6 Subject to clause 8.7, ASKO will use reasonable commercial endeavours to deliver the Product/s on the Delivery Date.
- 8.7 If the model of the Product/s is discontinued, superseded, or not available for delivery on the Delivery Date, ASKO will notify the Customer prior to the Delivery Date that:
- (a) ASKO is prepared to instead supply a model of equivalent or superior standard, and specify that model and any addition to the Price for the model change; or
  - (b) there is no equivalent model available and this Agreement is therefore terminated with immediate effect. Any amounts previously paid by the Customer in relation to that Product under this Agreement will be refunded within 21 days. The Customer's rights are limited to this refund.
- 8.8 If the Customer accepts ASKO's offer of an alternative product in accordance with clause 8.7(a), the Product/s and the Price will be taken to be varied according to ASKO's offer under that clause 8.7(a).
- 8.9 If the Customer rejects ASKO's offer of an alternative model under clause 8.7(a), this Agreement is thereby terminated with immediate effect. Any amounts previously paid by the Customer in relation to that Product under this Agreement will be refunded within 21 days. The Customer's rights are limited to this refund.
- 8.10 ASKO will deliver the Product/s at a time arranged by ASKO and the Customer for such delivery (**Nominated Delivery Time**). In the event that the Customer is not present to accept delivery of the Product/s on the Delivery Date and Nominated Delivery Time, the Customer will be liable to pay ASKO a fee to re-deliver the Product/s on a new delivery date and time to

be agreed between the Customer and ASKO. This re-delivery fee must be paid by the Customer prior to ASKO re-delivering the Product/s at the new delivery date and time.

- 8.11 Subject to clause 10 and applicable consumer protection legislation, if the Customer accepts delivery of the Product/s (or collects the Product/s in accordance with clause 8.4) and subsequently changes their mind about the Product/s the subject of the Agreement (including where the Customer orders the incorrect Product), ASKO may, in its discretion and upon request by the Customer, agree to:
- (a) accept return of the relevant Product/s (provided they are in new condition) from the Customer; and
  - (b) provide replacement Product/s to the Customer.

In these circumstances, the Customer must pay:

- (c) any difference between the Price of the relevant Product/s being returned and the specified price of the relevant replacement product/s; and
- (d) a re-stocking fee of 15% of the Price of the relevant Product/s to be returned.

The Customer acknowledges that this re-stocking fee represents the reasonable costs incurred by ASKO in accepting and repackaging the Product/s for sale. ASKO will not impose the re-stocking fee where the Customer is not at fault.

- 8.12 If ASKO is unable to contact the Customer after making reasonable attempts to arrange delivery or collection of the Product/s, ASKO may give the Customer 30 days notice of termination of this Agreement.
- 8.13 If the Customer fails to take delivery or collect the Product/s within this notice period, this Agreement is terminated immediately upon expiry of the 30 day period.

## 9 Product Installation

- 9.1 ASKO can arrange installation of ASKO washing machines, tumble dryers, dish washers, and stacking kits delivered to the Customer's premises within metropolitan areas of Melbourne, Sydney, Brisbane, Perth and Adelaide, installation provided is based on a like to like replacement and does not include any structural work or upgrades to plumbing, electrical or carpentry work (**ASKO Installation**). This installation will incur fees and charges that will be advised by ASKO prior to commencement of an ASKO Installation
- 9.2 ASKO advises that the Products are to be installed as per the ASKO Installation instructions that are provided with each Product. If an ASKO product is not installed in accordance with the instruction manual, this may affect the ASKO warranty offered. An ASKO Installation means that the Products will be as per the ASKO instruction manual. A service fee will be charged to inspect or rectify ASKO Product/s that has been installed by a person/company other than a ASKO or ASKO Service Agent.
- 9.3 Without limiting the generality of any other provision of these Terms and Conditions of Sale, ASKO is not under any liability to the Customer or to any other person in respect of any consequential loss or damage which occurs as a result of installation of the Product/s by anyone other than ASKO or an ASKO Approved Service Agent, and the warranties described in clauses 11.2 and 11.3 will not apply to these Product/s.
- 9.4 An ASKO Installation will give you the peace of mind that the product has been installed as per ASKO guidelines to ensure proper product performance as well as demonstration of proper use of the Product.

9.5 ASKO Installation includes:

- (a) unpacking and product readiness for installation. Inspection for any existing damage or visible defects;
- (b) disposal of packaging materials;
- (c) installation of ASKO stacking kits;
- (d) connection of the Product(s) to existing water inlet and/or electric service (water inlet and electrical supply point must be within 1.5m of product);
- (e) insertion of Product into designated location compliant to relevant standards and suitable for the product being installed;
- (f) levelling and securing your Product where required;
- (g) testing your Product to ensure proper functioning and use of functional demonstration;
- (h) dishwasher installation includes securing dishwasher to adjoining cabinetry where required; and
- (i) installation of laundry Products include removal of transit bolts and levelling.

9.6 Prior to an ASKO Installation, the Customer is to ensure the following has been carried out / cleared to facilitate installation of their products on the scheduled date:

- (a) power /water inlet is provided and distance from the Product maintained. The water valve (tap) must be  $\frac{3}{4}$  inch male thread;
- (b) location and cabinetry should be inspected for any defects and free from any obstruction to access it. Existing appliances have been removed from the cabinetry or niche or where there is no unrestricted access to the product from all sides and top;
- (c) there is a water drain outlet for laundry and kitchen Products that require drainage;
- (d) water pipes are robust and fit for purpose (connection to old copper pipes especially);
- (e) any dangerous, hazardous material or substances have been removed from the install vicinity; and
- (f) any flooring deficiencies that will prevent/hinder proper installation of Product.

9.7 If the matters set out in clause 9.6 have not been attended to, ASKO is under no obligation to carry out an ASKO Installation.

9.8 All Products installed by ASKO or an Asko Service Agent are warranted for 12 months for workmanship. Any changes to the original installation will void the installation warranty.

## 10 **Ownership and Risk**

10.1 ASKO remains the owner of the Product/s until the Price is paid in full to ASKO and the Product/s have been delivered to the Customer.

10.2 Notwithstanding clause 10.1, the risk or loss or damage to the Product/s passes to the Customer upon delivery.

## 11 Warranties

- 11.1 Consumer statutory guarantees as to the merchantability and fitness for purpose of the Product/s are implied under Australian consumer protection legislation and are not excluded by this Agreement, but may be limited as otherwise set out in clause 11 (to the extent permitted by law).
- 11.2 In addition to the statutory guarantees, ASKO warrants that the Product/s will be free from defects in material and workmanship for a period of twenty four (24) months from the Delivery Date (**ASKO Warranty**).
- 11.3 To the extent permitted by law, in relation to ASKO appliances ordered for use in a commercial environment, a three (3) month ASKO warranty period will apply from the Delivery Date (**ASKO Commercial Warranty**).
- 11.4 To the extent permitted by law, the ASKO Warranty and the ASKO Commercial Warranty will not apply if the Product/s are:
- (a) damaged through misuse, including, but not limited to when the Product/s are:
    - (i) used for purposes for which the product was not sold or designed;
    - (ii) operated on an electrical, water or gas supply which exceeds the ratings specified on the rating plate of the Product or damage was due to incorrect or defective power supply;
    - (iii) incorrectly stored, mounted, subjected to a severe climate or subject to a similar influence;
    - (iv) not maintained or serviced as required in the written materials provided with the Product;
    - (v) operated when it was known to be defective; or
    - (vi) used in any way contrary to any written instructions for use provided by ASKO or an Asko Approved Service Agent; or
  - (b) installed by anyone other than ASKO or an Asko Approved Service Agent.
- 11.5 To the extent permitted by law, should ASKO be liable for breach of a condition or warranty implied by Division 1, Part 3-2 of Schedule 2 (The Australian Consumer Law) of the *Competition and Consumer Act 2010 (Cth)* (other than a condition or warranty implied by section 51 of Schedule 2 our liability for the breach will be limited to one of the following as determined by us:
- (a) the replacement or repair of the Product/s or the supply of equivalent products; or
  - (b) the payment of the cost of replacing or repairing the Product/s or acquiring equivalent Product/s.
- 11.6 To the extent permitted by law, ASKO is not liable for any indirect, special or consequential loss or damage arising in any way in relation to, or use of, the Product/s.
- 11.7 Without limiting or restricting any statutory or implied warranties or consumer guarantees that may apply to goods and/or services sold under this Agreement, where the Order (or Order Confirmation) includes used or second hand goods, the Customer acknowledges and agrees that:
- (a) the goods are acquired on an "as is" basis and whilst fit for the purpose for which the goods are intended to be commonly used, are not free from the specified defects which ASKO has notified to the Customer prior to providing order confirmation;

- (b) the goods have been inspected by the Customer prior to placing the order and have been determined by the Customer as being fit for their intended purpose; and
- (c) the Customer has not disclosed to ASKO any other purpose for which the goods are intended to be used.

## 12 Catalogue/Website and Samples

12.1 The Customer acknowledges, agrees and accepts that there may be variations in the colour and/or finish and/or texture of any actual Products supplied to the Customer:

- (a) from those as appearing in ASKO's catalogue, or a catalogue of one of our agents;
- (b) from those as appearing on ASKO's website or the website of our agent from whom you purchased the Product; or
- (c) from any samples provided by ASKO or our agent.

## 13 Force Majeure

13.1 If delivery is prevented or delayed, in part or all, by reason of an Act of God, or the consequence thereof including, but not limited to fire, flood, typhoon, earthquakes, or by reason of riots, wars, hostilities, terrorism, government restrictions, trade embargoes, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, delays or damage in transportation or other causes beyond ASKO's control, ASKO may, at its sole and unfettered option, perform the Agreement or the unfulfilled portion thereof within a reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability, the Agreement or the unfulfilled portion thereof.

## 14 Privacy Policy

14.1 ASKO is bound by the *Privacy Act 1988 (Cth)* and must comply with the Australian Privacy Principles. You can find more information about the Privacy Act and the Australian Privacy Principles at the Office of the Australian Information Commissioner's website at: [www.oaic.gov.au](http://www.oaic.gov.au).

14.2 We understand that you value your privacy and wish to have your personal information kept secure. For these reasons, ASKO places a high priority on the security of the personal information we hold. We have developed a Privacy Policy to inform you of how ASKO manages your personal information and maintains its integrity and security.

14.3 ASKO's Privacy Policy is available for you to view on our website (<http://www.asko.com.au>).

14.4 ASKO's Privacy Policy contains information about how you may access the personal information we hold about you, and seek the correction of such information, if you believe it to be incorrect.

14.5 Our Privacy Policy also contains information about how you may complain about a breach of the Australian Privacy Principles (APPs) and how we will deal with such a complaint.

## 15 Privacy Collection Notice

15.1 ASKO collects personal information about you primarily to provide you with the product and services requested by you, including the sale of goods and related after-sales services (which includes processing payments, the delivery of goods, the provision of warranties and managing warranty claims), or if it is reasonable to expect that we would use or disclose your personal information for purposes which are related to the above purposes. The personal information collected is used to help us provide you with the best service possible, and to assist in interacting with you. If you do not provide the necessary personal information we

may not be able to provide the product or service (including warranty services) you have requested from us.

15.2 Unless it is unreasonable and impracticable to do so, ASKO collects your personal information from you directly. In many cases, this information is collected by us through our online interface system which is operated by the retail store from whom you purchase our products, acting as our agents. In some cases however, we may collect information about you and third parties associated with you or your advisers from a third party (such as ASKO Authorized Agents, ASKO Aftersales Service Providers and extended warranty insurance companies).

15.3 In some cases ASKO will be required or authorised by Australian law, or the order of a court or tribunal to collect personal information about you. We will take reasonable steps to let you know that we have collected your personal information, unless it is obvious from the circumstances that you would know or would expect us to have the information.

15.4 ASKO may disclose your personal information to the following third parties:

- (a) the retail store from whom you purchase one of our products, acting as our sales agents;
- (b) our Related Bodies Corporate as defined in section 9 of the *Corporations Act 2001 (Cth)*, including members of the Gorenje Group;
- (c) third party insurers if you have purchased an extended warranty in relation to one of our goods (ASKO Aftersales Service providers);
- (d) third parties engaged by us to assist in providing services, information and products to you (ASKO Aftersales Service providers);
- (e) IT technicians who may need access when providing on-site support; and
- (f) file storage service providers.

15.5 We may disclose your personal information to recipients in Slovenia which is where our parent company is located.

15.6 Contact Us

- (a) ASKO's contact details in respect of any issues in relation to privacy are:

**Telephone** (03) 8551 2200  
**Email** privacy.officer@asko.com.au  
**Post** ASKO Appliances (Aust.) Pty Ltd  
35 Sunmore Close  
MOORABBIN VIC 3189

## 16 **Governing Law**

16.1 This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of or in that State.

## 17 **Terms and Conditions Revisions**

17.1 ASKO may at any time revise these Terms and Conditions by updating this posting. Any changes to our Terms and Conditions will be published on the ASKO VARA website, or may be obtained from ASKO. Such changes will not affect any existing Agreements and only apply to Orders after such updates are posted.