

## Terms of Sale

### 1. Your contract

warasushi.com.au is a website (**Site**) operated by Wara Sushi Franchising Pty Ltd (ABN 35 619 052 532) of Unit 1/24-26 Ellerslie Rd, Meadowbrook QLD 4131.

To contact the Site operator, please contact via the web form accessible at <https://www.warasushi.com.au/contactus/>.

Where you place an order via the Site or any third party site accessible from the Site, you are entering into a contract with the operator of the Wara Sushi store you have chosen (hereinafter referred to as **we, us and our**).

These terms and conditions apply to the order by you and supply of goods by us to you.

### 2. Placing an order and its acceptance

- (a) Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order subject to these terms.
- (b) You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- (c) When you place an order via our Site, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order.
- (d) A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you.
- (e) Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

### 3. Pricing and availability

- (a) Whilst we try and ensure that all details, descriptions and prices which appear on our Site are accurate, errors may occur. If we discover an error in the price of any goods which you have advertised, we will use reasonable endeavours to correct the error promptly.
- (b) Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the "Total Cost".

### 4. Payment

Upon receiving your order, we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card must be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email, the monies paid as a deposit must be used as consideration for the value of goods you have purchased as listed in the confirmation email.

## 5. Delivery of goods

- (a) Goods are not available for delivery or collection other than from within Australia. Non delivery of goods must be reported to us as soon as possible.
- (b) All standard orders in Australia, unless otherwise requested by you prior to purchase, are sent by Australia Post without Insurance or tracking.
- (c) While we do everything we can to ensure your order is delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by our carrier that we have no control over or by any event which is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us.
- (d) Insurance is available at an extra cost on all delivery services. We will not cover any loss of goods that are not insured.
- (e) For non-delivery of goods, please notify us by email as soon as possible.

## 6. Receipt of goods

You must inspect the goods immediately upon their arrival and if the goods are not in accordance with the specified requirements then you must give notice to us promptly following receipt of the goods.

## 7. Refund policy

Please choose carefully. Subject at all times to clause 8 of these Terms of Sale, we do not normally give refunds if you change your mind or make the wrong decision.

## 8. Limitation on claims

To the extent permitted by law:

- (a) We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "*force majeure*" means any occurrence or omission as a direct or indirect result of which we are prevented from or delayed in performing any of our obligations, is beyond our reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.
- (b) We have no liability to the extent that a failure of the goods is attributable to any act or omission on your part except to the extent such liability is caused by or contributed to by our breach of these terms of sale or the unlawful or negligent act, error or omission of us or our related bodies corporate or our franchisees or any of the directors, officers, employees or agents of us or any of them.
- (c) Our liability for failure to comply with a consumer guarantee is limited to:
  - (i) in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and

- (ii) in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.
- (d) Subject to the foregoing, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation.
- (e) In all other respects, our total liability for loss or damage of every kind, whether:
  - (i) arising pursuant to the terms of sale; or
  - (ii) arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action,is limited to an amount equivalent to the sum paid by you to us for the goods.
- (f) Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms of sale, we do not accept liability to you in respect of any consequential, special or indirect loss or damage or for any loss of profit, loss of goodwill, loss of revenue, loss of business opportunity, loss of production or any similar type of loss which may be suffered or incurred by you, however arising, in respect of goods or services supplied pursuant to these terms.
- (g) This clause 8 will survive termination of any contract.

## **9. Warranty disclaimer**

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded.

## **10. Intellectual property**

All intellectual property rights in or arising out of or in connection with any goods and services in connection with this Site or any transaction with you will be owned by us.

## **11. Title and risk**

Title in the goods does not pass to you until payment has been received. Risk of loss or damage to the goods passes to you upon the earlier of collection by you or dispatch.

## **12. Waiver**

Any waiver of any provision of the terms of sale will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## **13. Entire agreement**

The above terms of sale together with our website terms and conditions of access and privacy policy constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us. To the extent of any inconsistency between them, these terms of sale shall prevail

**14. Governing law**

These terms of sale are governed by the laws in force in the State of Queensland. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.