

Get Freightened Terms & Conditions

PART A - TERMS OF USE FOR WEBSITE

These terms of use ("Terms") govern your use of <https://www.getfreightenedcellardoor.com/> and all related sites, ("Website") including all copyright, data, text, software, images, graphics, trademarks, logos, interfaces, photographs, and other intellectual property (Content). Please read these Terms carefully. BY ACCESSING AND USING THE WEBSITE YOU ARE AGREEING TO THESE TERMS. You must not use the Website if you do not agree with these Terms.

1. Ownership

1.1 The Website and all Content is operated and owned by Get Freightened Pty Ltd A.B.N. 59 099 088 669 ("Get Freightened") with the principal place of business at 119 Linacre Road, Hampton, VIC, 3188.

2. Use of Website

2.1 You may only use the Website and the Content on the Website for personal, non-commercial purposes unless Get Freightened provides express written consent.

2.2 You must not:

- (a) by any means copy, reproduce, republish, adapt, upload, link, post, frame, translate, transmit or distribute any part of the Website or any Content contained on the Website;
- (b) do anything that imposes an unreasonable or disproportionately large load on the Website, or interferes or disrupts the Website or any network or website connected to the Website;
- (c) breach the security of the Website, test or scan the vulnerability of the Website, or make any unauthorised modifications to the Website;
- (d) interfere with any other persons use or enjoyment of the Website;
- (e) post, or transmit to the Website any abusive, obscene, defamatory, or otherwise inappropriate material;
- (f) use any robot, spider, scraping device, deep link, or any other automatic tool or algorithm, or any manual process that performs the same function, to copy or use any Content or any part of the Content on the Website, or to reproduce or separately store or use such Content; use any robot, spider, scraping device, deep link, or any other automatic tool or algorithm, or any manual process that performs the same function, to copy or use any Content or any part of the Content on the Website, or to reproduce or separately store or use such Content;
- (g) use the Website or any Content in any way that is unlawful, illegal or breaches the rights of Get Freightened or any third party; and
- (h) use the Website in any way that otherwise breaches these Terms.

2.3 In addition to these Terms, the Get Freightened Privacy policy applies to the Use of the Website and various parts of the Website are subject to other terms and conditions. You should review these other terms and conditions carefully and not use the Website if you do not agree to these other terms and conditions.

3. Third Party Websites

3.1 The Website may from time to time contain links to other web sites controlled by third parties (Third Party Websites). Get Freighted is not responsible for any content on Third Party Websites nor does it endorse or approve such websites. If you choose to visit these Third Party Websites you do so at your own risk and should make your own enquiries before relying on any content contained on such Third Party Websites. Get Freighted makes no representations about the quality or accuracy of material available on Third Party Websites, or that such material does not infringe the intellectual property rights of a third party.

4. Intellectual Property

4.1 All Content on the Website is owned, controlled by, or licensed to Get Freighted. Except for viewing the Content for your own personal non-commercial use, Get Freighted does not grant you any rights to use the Website or Content for any other purpose unless it expressly consents in writing. Trade marks and logos must not be used or modified in any way without obtaining prior written consent.

5. Product Reviews

- 5.1 The Website may allow you to provide personal comments on selected products. In doing so:
- (a) your comments must reflect your genuinely held opinion of the product;
 - (b) your comments must not be obscene, abusive, illegal, threatening, defamatory, objectionable, invasive of privacy, injurious to third parties or be misleading as to the origin of the content;
 - (c) your comments must not infringe the intellectual property rights of a third party;
 - (d) you must not use a false email address or impersonate any person or entity; and
 - (e) you acknowledge that Get Freighted may remove or edit your comments.
- 5.2 If you provide comment on a product, you grant Get Freighted and relevant third parties the right to use and display your comments for any purpose in relation to the product throughout the world.

6. Limitation of Liability

- 6.1 Get Freighted does not warrant or guarantee:
- (a) the accuracy or completeness of any information available on the Website;
 - (b) that access to the Website will be uninterrupted or error free;
 - (c) that any defects will be corrected immediately; or
 - (d) that the Website will be free from viruses or other contamination.
- 6.2 Get Freighted use reasonable endeavours to ensure accurate product descriptions on the Website, however information on this Website relating to products is often supplied from third parties and may contain typographical, technical or descriptive errors and may not be complete or up to date. Get Freighted reserve the right to correct any information on the Website without prior notice and does not accept responsibility for any misdescription of items appearing on the Website.
- 6.3 Get Freighted use reasonable endeavours to ensure that the information relating to the availability of products and the quantity of products is accurate at the time of order, however, Get Freighted does not warrant or guarantee the availability of any products listed on this Website and specifically reserve the right to limit the quantity of any products order including after the order is submitted or pay for. Get Freighted will refund any payments made to the extent that products paid for are subsequently unavailable,

however to extent allowed by law, Get Freighted's maximum total liability with respect to any product shall at not time exceed the amount that you pay to Get Freighted in respect of the product.

6.4 Except where prohibited by law, Get Freighted will not be liable to you for any loss, damage, liabilities or claims and expenses that you may suffer due to use of the Website, including use of any information on it. You use the internet and the Website at your own risk.

6.5 Nothing in these Terms limits your rights under the Australian Consumer Law.

7. Termination of Use

7.1 You may stop using the Website at any time for any reason.

7.2 Get Freighted reserves the right in its absolute discretion to suspend or terminate at any time the access to the Website of any user without notice for any reason, including but not limited to a breach of these Terms. The suspension or termination shall not affect either party's rights or liabilities.

7.3 Get Freighted may disclose any information we may have about a user in relation to an investigation or allegation that your use of the Website is in breach of these Terms, or is in breach of law or other regulation. Get Freighted reserves its right to identify or bring legal action against any person who is breaching these Terms, including obtaining injunctive relief.

8. Variation to Terms

8.1 Get Freighted may vary these Terms at any time, and by continuing to use the Website you consent to any variations. Get Freighted will not notify you of these variations and it is your responsibility to regularly check these Terms for any variations.

9. Governing Law

9.1 These Terms are governed by the laws of Victoria in Australia, and any dispute in relation to these Terms or your access or use of the Website will be the exclusive jurisdiction of the Courts of Victoria, Australia.

10. Miscellaneous

10.1 If any of these Terms are unenforceable or held to be invalid, the offending provision/s will be removed from these Terms and the amended Terms will remain in force.

10.2 Any failure by Get Freighted to act or enforce these Terms immediately will not be considered a waiver of Get Freighted's right to take any such action.

Part B - TERMS RELATING TO ALL CUSTOMER TRANSACTIONS WITH GET FREIGHTED

This Agreement is a contract between you and Get Freighted Pty Ltd (A.B.N. 90 107 208 060) trading as Get Freighted Pty Ltd ("Get Freighted"). It sets out how you can purchase goods online from Get Freighted. By completing the customer application process and purchasing goods online from Get Freighted, you are bound by this Agreement.

All online orders of liquor from Get Freighted are processed and distributed by Get Freighted in accordance with the licences outlined here.

1. INTERPRETATION

In these Terms:

- 1.1 **Agreement** is an agreement between you and Get Freighted to supply the Goods, and consists of the Order and these Terms,
- 1.2 **Delivery Address** is the address where the Goods are to be delivered as stated on the Order,
- 1.3 **Delivery Fee** is the fee payable to Get Freighted for delivery of the Goods to your Delivery Address and handling and other costs associated with processing your Order. Fees and conditions may vary depending on your location and the delivery option you select. Full details are available here.
- 1.4 **Goods** are items in an Order, and include packaging,
- 1.5 **Intellectual Property Rights** includes copyright, trademarks, patents, designs and protection of confidential information,
- 1.6 **Licensed Premises** means the licensed premises as per each liquor licence and outlined here, and referred to jointly and severally as the context requires,
- 1.7 **Order(s)** is an order(s) by you to purchase the Goods from Get Freighted and includes any order made using the Website, by telephone to Get Freighted,
- 1.8 **Personal Details** includes your name, the Delivery Address, email address, contact phone number/s and payment details
- 1.9 **Product List** is the list of Goods displayed on the Website,
- 1.10 **Terms** means these terms, and any additions or variations, and
- 1.11 **Website** includes without limitation <https://www.getfreightedcellardoor.com/>

2. THE AGREEMENT

- 2.1 An Agreement exists between you and Get Freighted once Get Freighted receives and accepts an Order and Get Freighted has no obligation to supply the Goods until the Order has been accepted.
- 2.2 Each Order may be accepted by Get Freighted at its absolute discretion and Get Freighted expressly reserves the right to limit sales to retail quantities as determined at the sole discretion of Get Freighted.
- 2.3 Each Order generates a separate Agreement, which Get Freighted reserves the right to cancel at any time pursuant to clause 4 below.
- 2.4 Persons under 18 years of age or under the legal drinking age in your country of residence if not Australia are not permitted to place an Order.

3. CUSTOMER APPLICATION

- 3.1 **Accurate information:** Information provided by you in the Order must be accurate and complete. It is your responsibility to inform Get Freighted if there is any change to your details.

- 3.2 **Delivery area:** Orders for delivery to addresses that are not in the Get Freighted delivery area cannot be processed.
- 3.3 **Date of birth:** Your date of birth may be required by relevant State or Territory liquor licensing laws. You are required to provide this information truthfully at the time of registration or placing your Order.

4. ORDERS, DELIVERY AND COLLECTION OF GOODS

- 4.1 **Age:** It is against the law for Get Freighted or you to sell or supply liquor to, or obtain liquor on behalf of, a person under the age of 18 years or otherwise under the legal drinking age in the country of your residence. In placing the Order, you warrant to Get Freighted that:
 - (a) You are over the age of 18 years (or otherwise over the legal drinking age in your country of residence if not Australia) and will produce evidence of age to the satisfaction of Get Freighted when requested at the time of delivery,
 - (b) Any person that you are obtaining the Goods for, or supply the Goods to, is over the age of 18 years (or otherwise over the legal drinking age in your country of residence if not Australia), and
 - (c) You will not take or supply any part of your Order to any liquor-restricted area or community.
- 4.2 **Changes to or cancellations of Orders:**
 - (a) If you need to make any changes to or would like to cancel your Order, contact us on 1300 878 078 and we will discuss your options with you.
 - (b) Get Freighted may cancel your Order before delivery or collection in whole or in part. We may do this even if we have received payment from you or sent you a tax invoice. The circumstances in which Get Freighted may cancel your order are if:
 - (i) any of the Goods are not available;
 - (ii) there was any error in the description of any of the Goods in your Order or the price as advertised by us;
 - (iii) your order is in breach of this Agreement or any other relevant terms and conditions or is contrary to any law.
 - (c) In the event that your Order is cancelled, Get Freighted will endeavour to contact you as soon as possible, via one or more of your contact details supplied, to advise of you of the cancellation.
- 4.3 **Delivery:**
 - (a) Get Freighted will work with our carrier partners to deliver the Goods to you at the Delivery Address provided. Whilst Get Freighted will use reasonable endeavours to deliver within the time from stipulated by you, it will not be responsible for delays caused by events beyond its reasonable control may. If delays occur, Get Freighted staff will endeavour to contact you to arrange an alternative delivery time.
 - (b) Get Freighted cannot commit to delivery beyond the front door of your home or office building. Front door means the front door or a point beyond which entry into the interior of the building occurs. If you request Get Freighted, or our carrier partner, to deliver the Goods beyond your front door and we agree that it is practical to do so, you agree to continually indemnify and hold harmless Get Freighted (including its officers, employees, contractors and agents) from any Loss suffered or incurred through the delivery of the Goods beyond your front door. Loss means any loss including any liability, cost, expense, claim, proceeding, action, demand or damage.

- (c) While within our checkout you may be able to request that your delivery is left unattended if no-one is home, our carrier partners reserve the right to not complete deliveries and leave collection notification. This may be through orders not limited to;
 - (i) Driver concern of minors present in local vicinity
 - (ii) Inability for recipient to present adequate proof of age
 - (iii) Unclear instructions authorising delivery to be left unattended and in a safe place
- 4.4 Authorised receipt of Goods:**
- (a) Anyone at the Delivery Address (or upon collection) who receives the Goods shall be presumed by Get Freighted to be authorised to receive the Goods.
 - (b) You must ensure that a person over the age of 18 years (or otherwise over the legal drinking age in your country of residence if not Australia) is available to accept these Goods. Delivery of liquor will be subject to liquor licensing requirements and will not be made to premises which are declared to be restricted areas or premises or to persons who are under 18 years of age (or otherwise under the legal drinking age in your country of residence if not Australia) or deemed to be unsuitable.
 - (c) Get Freighted may request evidence that the person collecting the Order is 18 years or older (or otherwise over the legal drinking age in your country of residence).
 - (d) If the person receiving the Goods is unable or unwilling to provide satisfactory evidence of proof of age, or we believe that they are acting for or on behalf of a person who we consider may be unsuitable for any reason (including because they are under 18 years of age or under the legal drinking age in your country of residence if not Australia), Get Freighted may refuse to deliver the Goods. Get Freighted may refuse to provide liquor to a person who is intoxicated or disorderly.
- 4.5 Minimum and maximum order value:**
- Get Freighted reserves the right to set a minimum and maximum order value from time to time.
- 4.6 Product availability:**
- (a) Some products and offers may not be available in all areas.
 - (b) Due to liquor licensing restrictions certain Goods will not be available for sale in some areas.
 - (c) Get Freighted reserves the right not to sell certain Goods to any person to which, or in any location where, the sale of certain Goods is restricted or prohibited whether by law or otherwise.
- 4.7 Additional services:**
- (a) From time to time, Get Freighted may offer you additional services.
 - (b) You acknowledge that all terms and conditions of such additional services shall apply and form part of these Terms.
 - (c) You acknowledge that Get Freighted is not making and has not made any warranty or representation as to the additional services or the suitability of the additional services to you, other than any warranty or representations that cannot be excluded by law. To the maximum extent permitted by law, all other warranties and representations are excluded.

5. RISK AND TITLE IN THE GOODS

- 5.1 Risk in the Goods passes to you upon delivery at the Delivery Address.
- 5.2 You agree that title to the Goods passes at the Licensed Premises where we dispatch the Goods in your Order and passes to you once the Goods have been dispatched (left the Licensed Premises for delivery).
- 5.3 Immediately on us making a refund to you for any Goods (for example a cancellation under clause 4 'Orders, Delivery and Collection Of Goods') you agree that title in the Goods shall pass back to us immediately.

6. RETURNS AND REFUNDS

- 6.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.2 If your purchase is defective, faulty, damaged, incorrectly described or breaches a consumer guarantee, Get Freightened will be happy to provide you with either a refund or exchange upon presentation of your proof of purchase. If this purchase incurred a delivery fee, Get Freightened will also cover the cost of the delivery fee for the return of the Goods back to us.
- 6.3 In all other circumstances, including change of mind and exchange, the delivery fee will be deducted from the amount refunded to you. The amount will be refunded using the same method of payment as the original transaction.
- 6.4 Please note that if you wish to return or exchange your purchase due to a change of mind, returns or exchanges will be at the discretion of Get Freightened, and the Goods must:
 - (a) be returned within 28 days of purchase of accepting the delivery if purchased online or over the phone;
 - (b) be unopened;
 - (c) be in their original packaging and in a re-saleable condition; and
 - (d) if purchased in a carton, be returned as a full carton.

7. PRICE OF GOODS AND PAYMENT

- 7.1 **Delivery Fee:** If required by Get Freightened, you must pay the Delivery Fee for each Order with Get Freightened. You acknowledge that the Delivery Fee may not be refundable.
- 7.2 **Total price of Goods:** Goods in your Order are charged at the purchase price published at the time you submit your Order, and as appears on the Order confirmation, except:
 - (a) if a Good is out of stock, in which case you won't be charged for that Good,
 - (b) where you have accepted to substitute Goods, Get Freightened may substitute the Goods and you will be charged at the lower of the original or the substitute price at the time the substitute Good is processed for your Order, and
 - (c) if you modify your Order, in which case all prices will update to the then-current prices.
- 7.3 **Pricing and product information errors:** Get Freightened reserves the right to amend any pricing or product information errors displayed due to human error, computer malfunction or other reason and may exercise its right to cancel the order pursuant to clause 4 above.
 - (a) All prices are Australian dollars and are inclusive of GST.

- (b) Pricing may vary based on the state or country your order is being delivered to. The total of your order and your delivery fees are estimated once your delivery details are provided in the checkout.
 - (c) Promotional offers and prices are as stated, with no further discounts available.
 - (d) Prices are subject to variation without notice to you.
 - (e) Promotional codes are single use and cannot be used on multiple orders.
- 7.4 **Tax invoice:** upon delivery of the Goods, Get Freighted will provide you with a tax invoice with the total price for the Goods, including credits applied and any other fees.
- 7.5 **Method of payment:** You shall pay for the Goods at the time of purchase or when your Order is dispatched. You may use your credit card (Mastercard, Visa, American Express, and Diners) or Paypal.
- 7.6 **Saving Card Details:** Where the customer chooses to save their card details with Get Freighted, the customer consents to:
- (a) Get Freighted storing the card details for use only as a payment method for future purchases they may make.
 - (b) Get Freighted will notify the customer of any changes to this agreement.

8. OUT OF STOCKS AND SUBSTITUTION

If the items you have ordered are out of stock Get Freighted customer service will endeavour to contact you to offer a substitution of goods. If you are unhappy with the substitution offered, Get Freighted will cancel the order and complete a refund.

9. PACKAGING AND LABELLING OF GOODS

Get Freighted aims to provide up-to-date pictures and details of the Goods on the Website. At times, the picture or details of the Goods may differ from the Goods actually supplied to you. Get Freighted does not warrant the accuracy of the information contained on the Website, any descriptions or pictures, and recommends that you read labels carefully before consuming Goods. Additionally, our wine vintages are subject to change and may vary from time to time.

10. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that Get Freighted or its related entities own or are licensed to use all Intellectual Property Rights in Get Freighted, including any images, photographs or text that appears on the Website. You must not make any representation to the contrary and you must not use or copy Get Freighted in any manner inconsistent with the rights of the owner or licensee of such Intellectual Property Rights. You acknowledge that any trademarks or logos that appear on the Website are owned by or licensed to Get Freighted or its related corporations, and that you must not do anything to prejudice the rights of the trade mark owner or licensee to such trademarks or logos.

11. LIABILITY

- 11.1 Get Freighted will use reasonable care and skill in fulfilling the Orders.
- 11.2 Get Freighted is only responsible for loss suffered by you as a result of:
 - (a) our negligence if it causes personal injury or death, or
 - (b) a serious breach of this Agreement by us, only if that loss was reasonably foreseeable at the time.
- 11.3 Subject to clause 11.2 and to the extent permitted by law, you release and discharge Get Freighted and its related corporations from all forms of direct, special, indirect or consequential loss or damage (including loss of profits, loss of data or loss of

damage that may reasonably have been supposed to have been in the contemplation of the parties as at the date of this Agreement) arising out of or in connection with Get Freighted or this Agreement (including the installation, downloading, use or performance of any software related to the Website).

- 11.4 You may have the benefit of consumer guarantees under the Australian Consumer Law. To the extent permissible by law, all terms, conditions and warranties that would have been, or may in the future be, implied into Get Freighted's terms and conditions or in connection with the supply of any goods or services by Get Freighted by law, custom or convention are hereby excluded.
- 11.5 You unconditionally agree to limit the liability of Get Freighted and its employees or independent contractors to you for any loss and damage (including consequential loss) following any breach of condition or warranty by Get Freighted to the value of fees charged or to be charged to you by Get Freighted for the services of Get Freighted in accordance with this Agreement.
- 11.6 Nothing in this Agreement shall restrict, exclude or modify the provisions of the Australian Consumer Law or other legislation governing your rights as a consumer other than to the extent permitted by the relevant legislation.

12. USE OF THE WEBSITE

You may only use the Website for personal, non-commercial purposes unless Get Freighted provides express written consent to the contrary. Your use of the Website is governed by the terms of use for Website which can be viewed at Part A – Terms of Use for Website.

13. USERNAME AND PASSWORD

You are responsible for the safekeeping of your user name and password. You are liable if your account is misused by an unauthorised person.

14. NOTIFICATION OF CHANGES

Get Freighted may add to, delete, or otherwise change any of the terms of this Agreement by giving you notice as provided in clause 17. Any Order placed by you after notice will constitute your deemed acceptance of such changes.

15. PRIVACY AND SECURITY

For details on our commitment to your privacy, please refer to our Privacy Policy.

Get Freighted may from time to time retain personal information (including but not limited to your email address and contact number) for the purposes of notifying you of future promotions and deals with respect to Get Freighted's services. If you do not want to have any such information collected for this purpose please email sales@getfreightedcellardoor.com.au to opt out of such notifications.

16. TERMINATION

Get Freighted may terminate or suspend this Agreement at any time by delivering notice (as specified in clause 17) or by sending you a message advising that your shopping privileges have been removed. Termination of this Agreement is effective the day notice is received, or such later date as specified in the notice. Get Freighted may remove anyone from the system or refuse to deliver to a particular address at any time. You may cease placing orders at Get Freighted at any time.

17. NOTICES

Get Freighted may give notice to you by email, conventional mail or notice on the Website. You may give notice to Get Freighted by email to sales@getfreightedcellardoor.com.au .

18. SEVERABILITY

Each provision of this Agreement is severable. The Agreement remains enforceable even if individual clauses are removed or deemed unenforceable.

19. LAWS

The laws of Victoria, Australia govern this Agreement.