

## Terms of Website use and Disclaimer

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE AND DISCLAIMER CAREFULLY BEFORE USING THIS WEBSITE (THIS "SITE").

By using this Site, you agree to these terms of use. If you do not agree to these terms, you may not use this site. THE NOSH PEOPLE PTY LTD reserves the right, at any time, to modify, alter or update these terms of use, and you agree to be bound by such modifications, alterations or updates on subsequent visits.

### Payment

THE NOSH PEOPLE PTY LTD accepts visa and master credit and uses a secure payment system.

### Prices and Ordering

The placing of a product on this site is an invitation to accept offers for products and is not an offer to sell at this listed price. All orders for products are offers to purchase and are subject to acceptance by THE NOSH PEOPLE PTY LTD. Acceptance takes place when THE NOSH PEOPLE PTY LTD sends you confirmation by email to this effect, regardless of whether you receive it or not, but only on the condition that THE NOSH PEOPLE PTY LTD may subsequently not be able to ship the items, or may decide on reasonable grounds not to do so. Such reasons may include (but are not limited to) safety concerns, product availability, or for the reason that the product ordered has been listed for sale at an incorrect price due to typographical error or other error in pricing information. In any event, please check the details in our confirmation email on receipt and notify us immediately if any amendments need to be made. Price and availability information is subject to change without notice.

THE NOSH PEOPLE PTY LTD reserves the right, at any time prior to acceptance, to refuse any order or any part of an order, or to require further and better information to enable it to evaluate and/or process the order.

### Delivery

All orders are delivered via a Nosh approved distributor on a date pre arranged and advised to you when placing your order. Without prejudice to the statutory rights afforded to consumers under Australian law, THE NOSH PEOPLE PTY LTD accepts no liability for any failure to ship products where this results from its inability to do so or its decision on reasonable grounds not to do so, provided that it takes all reasonable steps to notify you within 7 days of order placement that products will not be shipped as ordered.

In such cases, THE NOSH PEOPLE PTY LTD will not process any payment or will immediately refund any payment made in full.

### Taxes

Items purchased include GST at the standard prevailing rate.

### Title and Risk

We retain ownership of any products ordered until we have received full payment for such products.

### Returns

You must notify us of any shortages, damages, defect in quality or conditions of the product or failure of the product to correspond with the specification within a reasonable period of time. We would normally expect to receive such response within three (3) days of the date of delivery. Failure to notify us within the reasonable time period will result in the loss of your right to reject the goods and your right to have the defects remedied subject to our absolute discretion. Your statutory rights are not affected.

### Returns Procedure

It is essential that your order be returned in the original packaging together with a brief description on the nature of the complaint returned to the delivering distributor. All labels must still be in place. Any return not complying with these terms may be rejected.

### Returns Address

If for any reason you cannot return the items to your delivery distributor you may return the packaging to : Please mark the package as follows:

RETURNS DEPARTMENT, The Nosh People Pty Ltd, Level , 475 Flinders Lane, Melbourne, Victoria. 3000.

#### **Typographical and Pricing Errors**

In the event a product is listed at an incorrect price due to typographical error or error in pricing information, THE NOSH PEOPLE PTY LTD shall have the right without any liability whatsoever to refuse or cancel any orders placed for product listed at the incorrect price. THE NOSH PEOPLE PTY LTD shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order has been cancelled, THE NOSH PEOPLE PTY LTD shall issue a credit to your credit card account in the amount of the incorrect price.

#### **Best Before Dates for Products Supplied by THE NOSH PEOPLE PTY LTD**

Products are not supplied on a trial basis. All food items have a BEST BEFORE DATE clearly marked either on the food item label or food item outer packaging. All products are supplied with a minimum of 3 weeks Best Before.

#### **Disclaimers and Limitation to THE NOSH PEOPLE PTY LTD Liability for the Site**

THE NOSH PEOPLE PTY LTD provides the Site and its contents 'as seen' and makes no representations or warranties, either express or implied, of any kind with respect to the Site, its operation, content, information, or materials. In addition, THE NOSH PEOPLE PTY LTD does not warrant that the information accessible via this Site is accurate, complete or current. THE NOSH PEOPLE PTY LTD disclaims all warranties, express or implied, of any kind with respect to the Site or its use, including but not limited to satisfactory quality and fitness for a particular purpose. You agree that THE NOSH PEOPLE PTY LTD, its directors, officers, employees or other representatives shall not be liable for damages arising from the operation, content or use of the Site. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including without limitation, direct, indirect, compensatory, special, incidental, punitive and consequential.

We are not liable for the supply of any third party products and the terms and conditions of the supply of third party products are subject to the relevant suppliers' terms and conditions. Goods that are supplied directly from third party sites are clearly marked accordingly on the website and THE NOSH PEOPLE PTY LTD merely act as agents for such third parties in supplying their goods. Any third party goods purchased over the Site are at all times subject to the warranty provided with such goods in relation to which we have no liability to you.

Our liability to you is at all times limited to the cost of the products supplied and does not at any time include any indirect loss or loss of profit.

#### **Governing Law**

Any contract made between you and THE NOSH PEOPLE PTY LTD is deemed to have been concluded in Australia and will be interpreted, construed and enforced in all respects in accordance with the laws of Australia and you and THE NOSH PEOPLE PTY LTD irrevocably submit to the non-exclusive jurisdiction of Australia.

#### **External Sites**

This Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the "external sites"). THE NOSH PEOPLE PTY LTD is not responsible for the availability of, or the content located on or through any external site, nor for any transactions between you and such sites (including as to 'personal data', confidential information, or purchases of goods or services). [You should contact the site administrator or webmaster for those external sites if you have any concerns regarding such links, content or transactions].

#### **Copyright**

All rights in the site design, text, graphics and other content, interfaces and the selection and arrangements thereof, underlying source code, software (including applets) and all other material on this Site belong to THE NOSH PEOPLE PTY LTD or its licensors. All rights are reserved save as set out below. Permission is granted to electronically copy and to print hard copy portions of this Site for the sole purpose of placing an order with THE NOSH PEOPLE PTY LTD. Any other use of materials on this Site, including reproduction for purposes other than those noted above, modification, distribution or republication, without prior written permission of THE NOSH PEOPLE PTY LTD is strictly prohibited.

You acknowledge that you have no rights in respect of any of the Intellectual Property (including but not limited to any means any copyright works, inventions, domain names, patents, web-rights, online rights, registered design, trademark, confidential information, know-how, show-how or other

industrial or intellectual property right registered or unregistered) of THE NOSH PEOPLE PTY LTD in respect of any of THE NOSH PEOPLE PTY LTD products or those of its suppliers (collectively the 'Products'). You agree not to reproduce or cause to have reproduced any of THE NOSH PEOPLE PTY LTD Products or designs.

#### Trademarks

All trademarks, service marks and trade names (collectively the "Marks") are proprietary to THE NOSH PEOPLE PTY LTD or other respective owners that have granted THE NOSH PEOPLE PTY LTD the right and license to use such marks.

#### Security

THE NOSH PEOPLE PTY LTD offers secure credit card ordering which means that you can pay with your credit card with total peace of mind about safety and security. The use of email or other communication methods may not be secure and we recommend against sending information otherwise than directly through our Site. If you choose to send credit card information otherwise than directly through our website, this is done at your risk and you shall bear any and all losses which you incur as a result and in no event shall any such losses in whole or in part be borne by THE NOSH PEOPLE PTY LTD. If you are using a public computer, you must sign out when you have finished shopping.

#### Privacy

At THE NOSH PEOPLE PTY LTD we are committed to protecting your privacy. We use the information we collect about you to process the orders you submit to us and to provide you with a more personal shopping experience.

#### Force Majeure

Our performance of any part of a contract with you is subject to variation or cancellation and the grant of an extension of time from any cause arising from an act of God, war, strikes, lock-outs, flood, drought or other cause of any nature whatsoever beyond our control or owing to inability and time to procure materials, labour or any articles at all and you agree to accept increased prices for the products due to any of the aforesaid reasons. In all circumstances time is not of the essence of the contract.

#### Our Company Details

THE NOSH PEOPLE PTY LTD, Level , 475 Flinders Lane, Melbourne, Victoria. 3000.

Registered office address: Level 1, 475 Flinders Lane, Melbourne Victoria, 3000

#### PRIVACY POLICY

THE NOSH PEOPLE PTY LTD ([thenoshpeople.com.au](http://thenoshpeople.com.au) [thenoshpeople.com](http://thenoshpeople.com)) TAKES YOUR PRIVACY SERIOUSLY. Please read the following to learn more about our Privacy Policy. The THE NOSH PEOPLE site is committed to your privacy and security and want to provide you with the best online experience. To that end we want you to understand what kinds of information we gather, how this information is used and safeguarded, and how you can control its use. It is important for you to know that THE NOSH PEOPLE will never sell, trade or rent your personal information to others without your consent.

This privacy policy covers the following areas:

- What information is collected from me?
- How is my information collected and used?
- Cookies
- Solicited information
- Automatically collected information
- What choices do I have over the use of my information?
- How do I opt-out?
- The scope of this Privacy Policy - outside links
- Contacting us

#### What information is collected from me?

The kinds of information that we collect from you will vary according to your use of our website. It is possible to browse our site without submitting any personal information at all. However , if you choose to take advantage of some of our mailing list services you may be asked to provide information such as your real name and email address. In addition, for e-commerce transactions, phone number, address, post code and your credit card information. In addition to the information that you choose to submit, our systems are set up to gather certain anonymous data to help us

better understand how our sites are being used and how we can improve them. This automatically gathered data includes your computer's IP (Internet Protocol) address, statistics about how visitors navigate through our sites and information provided through the use of 'cookies' - see below.

#### How is my information collected and used?

The use of your information depends on the context in which it was collected.

#### Cookies

These are small files that we send to and store on your computer so that we may recognise it as a unique machine the next time you visit our site. There are THREE reasons for doing this:

- To keep track of your information for your convenience
- To help us to optimise your online experience by altering our content depending on your particular needs or browsing patterns
- To help us to understand the size of our audience and their traffic patterns within our site.

#### Solicited information

From time to time you may see competitions, surveys and other features on our web site that ask you to provide us with information. When you choose to respond to these requests, the information that you submit will be used for the reason stated. You will always have the opportunity to opt out of responding to these requests.

#### Automatically gathered data

The information gathered automatically by our system, such as your computer's IP address, the kind of browser you are using and a record of your navigation through our sites - may be used by THE NOSH PEOPLE PTY LTD so that we can understand how to make our sites convenient and useful to our audience.

#### What choices do I have regarding the use of my information?

This Privacy Policy is intended to help you to understand how any information that you share with us might be used. If you feel concerned about any of these uses, you might elect not to participate in certain services, features or products that we offer. We will never collect any personal information about you without your knowledge, so the decision whether or not to share this information is entirely up to you.

#### How do I opt-out?

You have the ability to terminate e-mail correspondence from us at any time. You will either be given the chance to opt-in to direct mailing when you disclose your e-mail address to us, or you can simply reply to our e-mail, typing 'remove' in the subject line.

If you feel concerned about the cookies that are sent between our computers and yours, you may, through your Web browser, either choose to reject them automatically, or have your computer prompt you before accepting them. Please note, however, that some of our features and services depend on the use of cookies. Therefore, you will be unable to take advantage of those features if you choose not to accept cookies.

#### Scope of this Privacy Policy - outside links

This Privacy Policy only applies to Web sites owned and operated by THE NOSH PEOPLE PTY LTD. Our pages contain links to sites outside our control. Please be aware that these sites may collect information about you and operate according to their own privacy policies which may differ from this Privacy Policy. Remember that once you leave our sites, any information you submit is outside of our control.

#### Contacting us

If you have any concerns about our Privacy Policy, contact us at: The Nosh People Pty Ltd, Level , 475 Flinders Lane, Melbourne, Victoria. 3000 email: info@thenoshpeople.com.au