TERMS AND CONDITIONS

Acknowledgment and Acceptance of Terms & Conditions

These terms and conditions govern the use of www.satisfinefoods.com.au ("the website") and the purchase of any goods from it. The website is operated and managed by Satisfine Foods Pty Ltd. ABN 66 108 915 902. If you need more assistance you can always contact our customer service team on (02) 9669-5500 between 8:30am – 4:30 pm AEST Monday to Friday (excluding public holidays), or via our contact us page

Please note that by accessing, using or browsing this website you agree to be bound by its terms, conditions, disclaimers and limitations of liability ("Terms & Conditions"). Satisfine Foods reserves the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you. By using the website, you acknowledge that you have read and understood these Terms & Conditions.

Disclaimer

The information contained on the website is provided by Satisfine Foods in good faith. To the best of Satisfine Foods knowledge, the information is accurate and current. However, Satisfine Foods and its related bodies corporate, any of their directors, officers, employees, consultants or shareholders ("Satisfine Foods Associates") do not make any representation or warranty as to the accuracy of completeness of the information. To the fullest extent permitted by applicable law, disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement. Satisfine Foods makes no warranty that this website, any information or ideas contained on this website or any products or services will meet your requirements. You expressly acknowledge and agree that Satisfine Foods does not control other users of this website, the providers of information or ideas to this website or the suppliers of goods and services purchased from this website, and Satisfine Foods is therefore not liable for their opinions or their behaviour, including any information or advice provided by them, or any defamatory statements made by them, or any offensive conduct on their part. You further acknowledge and agree that, subject to the section dealing with "Limitation of Liability", Satisfine Foods will not be liable to your or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on behalf of you through the website.

Copyright

Copyright in the Satisfine Foods website is property of Satisfine Foods. All material on this site including but not limited to images, illustrations, audio clips, and video clips, is protected by copyright, trademarks and other intellectual property rights which are owned and controlled by Satisfine Foods, its related companies or by other parties that have licensed their material to Satisfine Foods. This property may only be used for the purposes of browsing the www.satisfinefoods.com.au website and acquiring goods and services from www.satisfinefoods.com.au.

Applicable Law

These Terms & conditions are governed by the laws in force in New South Wales, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts, which may hear appeals from those courts.

Information Provided by You

If you purchase goods and services from www.satisfinefoods.com.au or create an account with us, we may require you to provide your name, address, email address, credit card number or other details ("customer information"). We may subsequently require further details to enable the processing of any orders that you make. You agree to provide Satisfine Foods with current, complete and accurate customer information when asked to do so by the website, or an employee of Satisfine Foods. Besides the information that you enter on the website, we also receive and store certain types of information when you interact with www.satisfinefoods.com.au this is provided through the use of cookies.

What Are Cookies?

Cookies are alphanumeric identifiers that are placed on your computer's hard drive through your web browser. Cookies enable our systems to recognise your browser and welcome you back to the store. By disabling cookies, you will not be able to participate in some of the features offered by www.satisfinefoods.com.au. Most internet browsers are pre-set to accept cookies. If you prefer not to receive cookies, you can adjust your internet browser to disable or to warn you when cookies are used. As there are many browsers in the marketplace, the easiest way to change your settings is by searching for cookies in your help/contents and index option on your browser. We recommend that you leave your cookies enabled; otherwise you will not be able to shop with us. Our cookies do not send us back any information about your computer or any other information on your hard drive.

Virus Warning

All care is taken to ensure that www.satisfinefoods.com.au websites and data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses.

Product Information

Prices of goods & services, delivery and other charges displayed on the www.satisfinefoods.com.au website are current at the time of display. These prices are subject to variation without notice. We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that product descriptions or other content of the website is accurate, complete, reliable, current or error free. Some products on www.satisfinefoods.com.au may not be immediately available for dispatch due to circumstances beyond our control. However, where possible, we will advise you of any delay by advertising the release or campaign (sale) date accordingly. By submitting your order after being advised of such delays, you are accepting such timeframes into which the item/s will be shipped. If there are any changes in the release date to which you have previously accepted we will contact you accordingly.

Placing & Accepting Orders

Orders will not be dispatched until payment in full has been received and www.satisfinefoods.com.au is satisfied with the integrity of the order. Without limiting the operation of any other Terms & conditions herein, www.satisfinefoods.com.au is not responsible, and will not accept liability for any loss or damage arising from a late delivery, or cancellation of an order or a product. We will not accept liability for any loss or damage from items lost, stolen or damaged after delivery has taken place. Placement of an order by you constitutes an offer to enter into an agreement with us ("your offer"). We will email you an order confirmation for the sole purpose of confirming the details of your offer. Please note that our order confirmation does not constitute an acceptance of your offer or reflect the status of your order in any way. Please check that all the information provided on the order confirmation is correct and that no specific requests are missing. It is your responsibility to ensure that the delivery date, address details and special instructions are input correctly and appear on your order confirmation. For any changes or in doubt please contact us immediately.

Cancellation by Us

We reserve the right not to provide goods or services to you, terminate membership accounts, remove or edit content or cancel orders (or part thereof) at our sole discretion at any time. Without limiting the operation of any other Terms & conditions herein, we will not be held liable for loss or damage arising from the exercising of these rights.

Cancellation by You

If you need to cancel an order, please contact us immediately on (02) 9669-5500. Our agreement with you only comes into existence once we have both confirmed your order and your payment have been processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion. All orders are subject to our terms & conditions policies. Please refer to our Returns & Exchanges section.

Delivery

It is your obligation to enter the correct delivery address details at the time of ordering. Should you enter the wrong address, we are not obliged to re-send the order to the correct address at our expense. We will provide you with an estimated date for delivery of all parcels. While we make every effort to deliver by this time, all dates specified are estimates only. Please note that if an item has been lost in transit, we will not dispatch a replacement item immediately. Replacement items will be dispatched according to our discretion. Without limiting the operation of any other terms & conditions herein, you agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancellation of an order. Without limiting the operation of any other terms & conditions herein, we will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

Returns & Exchanges

At Satisfine Foods we pride ourselves on the quality of our products and services. Great care is taken when creating each package. Every order ships from our premises in perfect condition. Please order carefully as www.satisfinefoods.com.au will not exchange or refund goods because of a "change of mind". Food safety legislation prevents us from exchanging or accepting returns on our products. Of course, if there is a fault with the product, the order is damaged on receipt or there is a problem with the quality, we will be happy to replace your

items. Should you have a concern with the quality of your products, please contact us. Should you need to cancel your order for any reason, money will be refunded less a \$10 administrative fee, only when sufficient notice is received by www.satisfinefoods.com.au at least 24 hours prior to the delivery date. Cancellations received with less than 24 hours' notice will be charged at 50% of the total order value. If you have entered the incorrect quantity at the time of ordering, and your order has been processed, www.satisfinefoods.com.au will not take any responsibility for any incorrect data which has been entered by you when placing your order. All refunds are credited back via the original method of payment.

Goods Damaged on Delivery

You must inform us immediately if your goods have arrived damaged. You will need to quote your order number and email us photos of the damaged goods. Please note that to take appropriate actions; it is essential to be contacted immediately.

Suppliers

If you enter into a transaction through Satisfine Foods to purchase services or vouchers for those services supplied directly by a third party, Satisfine Foods is not responsible for the provision of those services, or for any misunderstanding between you and the supplier. In all arrangements involving the direct provision of services by third parties, Satisfine Foods accepts no liability of any kind in connection with or arising from such an arrangement.

Release & Indemnity

You (the customer) agree to waive any and all claims that you now have or may have in the future against Satisfine Foods and Satisfine Foods Associates, which relate to or are incidental to any transaction. You agree to indemnify and hold Satisfine Foods harmless from and against any and all claims, loss or expense that may be incurred by Satisfine Foods or Satisfine Foods Associates which relate to or are incidental to the performance of its duties as described in these Terms & conditions including all costs of defending itself against a claim by any other person and/or a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. You further agree to indemnify and hold Satisfine Foods and Satisfine Foods Associates harmless from any claim made by any third party due to or arising out of your use of this website, the violation of these Terms & conditions by you, or the infringement by you, or other users of this website using your membership account, of any intellectual property or other right of any person or entity. Satisfine Foods takes great care with the shipping of your order to ensure that it arrives in optimal condition. If you order on a Friday during the warmer months, we will sometimes delay shipping on a Friday to ensure that your order is not left behind in a warm warehouse over the weekend.

If for any unexpected reason your order is going to be delayed, we will notify you by email. Please ensure that the delivery address will be attended at the time of delivery (within business hours), and that the directions for delivery are clear and will not be in an environment that will be deterred mental for the product. Any delays in pickup which may deter from the state of the product are at your own risk. Orders received before 3:00pm will be shipped the same day, with the exception Friday, when we may hold freight for dispatch on Monday to ensure your order is not left in a warm warehouse over the weekend. Orders placed on the weekend, from 3pm Friday, Saturday and Sunday will only be dispatched on Monday (excluding public holidays).

Disclaimer

www.satisfinefoods.com.au makes no representations or warranties of any kind express or implied, as to the operation of this site, or the information content and products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by applicable law, www.satisfinefoods.com.au disclaims all warranties, express or implied for a particular purpose. We will not be liable for any damages of any kind arising from the use of this site, including but not limited to direct, indirect, incidental and consequential damages. We believe that we have aligned ourselves with excellent delivery partners, but there may be times when despite their best efforts, parcels are delayed in the delivery process. We will always endeavour to work with our delivery partners to ensure prompt arrival of your products. www.satisfinefoods.com.au will not accept responsibility for any late deliveries, wrong or incomplete delivery addresses in which have been provided by you, couriers who cannot gain access to the address provided, or when the recipient is not at the given address. We will not be responsible for any damage or loss to a package that has been left unattended.

Returns

www.satisfinefoods.com.au cannot exchange or refund goods due to the perishable nature of the products so please order carefully. Goods damaged on delivery – www.satisfinefoods.com.au will replace any order that has reached you in an unacceptable condition provided you contact us immediately, upon the delivery date and email us photos of the damaged goods in their original packaging. www.satisfinefoods.com.au cannot be held

responsible if you are not present when your order is delivered, so please ensure you have your order shipped where it can be accepted during business hours.

Refunds

We can only refund your order if it has not yet been shipped. (Charges will apply) Once your order has left our warehouse we can no longer refund your order. All orders are subject to our terms & conditions policies. Please refer to our returns & exchanges section.

Payment Options

Once you are ready to finalise payment of your purchase, a number of convenient and safe payment options are available: Online credit cards such as: Visa, MasterCard and Amex, PayPal, Australia Post Money Orders and Direct bank transfers. All orders must be prepaid. If we are unable to complete an order for unforeseen circumstances, we will refund you immediately without any fees, via the original method of payment.

Credit Card

Purchasing online with your credit card is the simplest and most convenient way of shopping. Simply fill in your details and we charge the purchase to your account. www.satisfinefoods.com.au accepts Visa, MasterCard and Amex. www.satisfinefoods.com.au uses a SSL certificate to protect your credit card details when ordering, and we take every precaution to prevent theft of your details. Please visit our Privacy & Security section for some helpful software tips for safe online shopping. To ensure your complete safety we have partnered with a leading online payment solution company, Eway. As an added security measure we do not store your credit card details in our database, they are instead stored with the payment gateway provider Eway, an Australian leader in online payment solutions for many years. All sales are made in Australian Dollars (AUD).

Offline Payment

If you are still not comfortable purchasing online, that's okay. All you have to do is select the "Direct bank transfer" or "Australian money order" options on the payment information page during the checkout process. Your order will still be received by us, but will only be dispatched when full payment has been received.

By Phone:

Call (02) 9669-5500 and talk to one of our team members, who will gladly take your credit card details over the phone for processing.

By Money Order:

Money orders must be made payable to: Satisfine Foods, PO Box 280, Kingsford NSW 2032. Goods can only be dispatched when payment has been received, please allow a few days for this.

By Direct Bank Transfer:

Direct bank transfer are payable to: BSB A/C: 012-055, A/C NO: 499384049, A/C Name: SATISFINE FOODS PTY LTD. Goods can only be dispatched when payment has been received, please allow a few days for transfers to come through.