

**ECO GREEN SOLUTIONS, Trading as GREEN GOBBLER AUSTRALIA**  
**TERMS AND CONDITIONS**

Welcome to the Website of GREEN GOBBLER AUSTRALIA.

This Website (including any features and mobile device applications) ("**Website**") is owned and operated by Eco Green Solutions Pty Ltd ABN 16 638 610 723, who is referred to in these Terms and Conditions as "**Eco Green Solutions, GREEN GOBBLER AUSTRALIA**" "we", "us", "our" and similar grammatical forms.

The material on the Website is copyright © 2020 Green Gobbler Australia or other copyright owners.

These Terms and Conditions, which incorporate our Privacy Policy and other documents referred to within these Terms and Conditions, govern your access and use of the Website and the supply of any goods ordered by you through the Website.

By accessing, browsing and using the Website or ordering goods ("**Order**"), you agree to be legally bound by these Terms and Conditions, as may be updated by us from time to time without notice to you. We reserve the right to change these Terms and Conditions with or without further notice to you and without giving you any explanation or justification for such change. You should check our Website regularly to take notice of any changes we may have made to the Terms and Conditions. By continuing to access, browse or use the Website or making an Order, you agree to be bound by such revised Terms and Conditions.

**1. Using the Website**

- 1.1 You must only use the Website in accordance with these Terms and Conditions and any applicable law.
- 1.2 You must not misuse this Website. Accordingly, through your access or use of the Website, you will not:
  - (a) commit or encourage a criminal offence;
  - (b) undertake any fraudulent, abusive or illegal activity;
  - (c) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
  - (d) hack into any aspect of the Website;
  - (e) corrupt data;
  - (f) cause annoyance to other users;
  - (g) infringe upon the rights of any other person's proprietary rights;
  - (h) send any unsolicited advertising or promotional material, commonly referred to as "spam";
  - (i) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website;
  - (j) manipulate, reproduce, distribute, re-transmit any of the material in any material form by any medium of communication;
  - (k) upload or repost any of the material to any other site on the Internet; or
  - (l) "frame" any of the material on the Website with other material on any other website.
- 1.3 The above are unlawful in any jurisdiction and are expressly prohibited by these Terms and Conditions.
- 1.4 Breaching this provision would constitute a criminal offence, and we will report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- 1.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.
- 1.6 Access and use to the Website are permitted on a temporary basis, and we reserve the right to withdraw, restrict or amend the Website without notice. Also, we may terminate access to the Website at any time without giving any explanation or justification for the termination of access,

and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

- 1.7 We do not warrant, guarantee or make any representation that:
- (a) the Website or the server that makes the Website available on the Internet are free of software viruses;
  - (b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
  - (c) errors and defects in the Website will be corrected.
- 1.8 We are not liable to you for:
- (a) errors or omissions in the Website, or Linked Sites on the Internet;
  - (b) delays to, interruptions of or cessation of the services provided on the Website, or Linked Sites; and
  - (c) defamatory, offensive or illegal conduct of any user of the Website, whether caused through our negligence or the negligence of our employees, independent contractors or agents, or through any other cause.
- 1.9 You agree to indemnify, defend and hold harmless Green Gobbler Australia, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees on an indemnity basis) arising from your use (or misuse) of this Website or your breach of the Terms and Conditions.
- 1.10 If you wish to place an Order, you must be at least eighteen (18) years of age and have the capacity to enter into a legally binding agreement with us. If you are under eighteen (18) years of age, you may only place an Order with the involvement and consent of a parent or guardian - we do not sell or supply goods for the purchase by children.
- 1.11 To place an Order, you must provide us with accurate, honest and current personal information which may include your name, date of birth, email address and billing address.

## **2. Third-Party Linked Sites & Information on the Website**

- 2.1 This Website contains links to sites on the Internet owned and operated by third parties and which are not under our control ("**Linked Sites**"). In relation to the other sites on the Internet, which are linked to the Website, we:
- (a) provide the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by us of the contents of the Linked Site; and
  - (b) is not responsible for the material contained on those Linked Sites.
- 2.2 The information, content and goods contained on this Website is general information only and have been either supplied by us, third party merchants, suppliers or manufactures. While reasonable efforts have been made to ensure the information and goods are accurate at the time of displaying on the Website, this may no longer be the case. Various aspects of the information and content displayed on the Website, the products and goods displayed on the Website, and the Website itself, may have changed or may change in the future.
- 2.3 Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- 2.4 We may make the Website available for others to publish information without assuming a duty of care to users. We are not in the business of providing professional advice and give no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website or Linked Sites on the Internet. You should not rely on this information or content in entering (or not entering) into any contract or Order, and any prospective purchasers should make their own enquiries and obtain independent advice.
- 2.5 All images, videos, renders, or goods instructions are indicative only and may not be an exact representation of the products and goods received. The products and goods may differ to some extent in visual appearance from the way that they appear and are displayed on the Website. To the extent permitted by law, we disclaim all liability for any inaccuracy or errors in the information provided, supplied to us or by these third parties, and we are not liable and cannot be held responsible for any loss or damage whatsoever arising out of or in connection with the use of or reliance on the information or content on the Website.

### **3. Orders & Payment of Goods**

- 3.1 Before you place an Order, you must adhere to all instructions provided on the Website regarding how you can make or amend an Order. Unless otherwise agreed by us, Orders cannot be changed or varied once made.
- 3.2 Unless otherwise agreed or stated, all amounts payable are expressed on the Website as inclusive of Goods and Services Tax (“**GST**”) and are in Australian Dollars (“**AUD**”).
- 3.3 Irrespective of any previous price that has been displayed, shown or told on the Website, the price expressly stated when placing an Order is the price that you must pay and which is inclusive of GST and includes any other fees and charges that you are liable to pay, including the costs of delivery of your Order to the shipping address nominated by you (“**Order Total**”).
- 3.4 You acknowledge and agree that it is your own risk if international fees or charges or currency conversion fees come as a result of making any payment. We are not responsible for any international fees, charges or currency conversion fees and you indemnify us of such fees and expenses if incurred.
- 3.5 When you place an Order, payment is required at the time of Order, in full and by the payment methods that we accept on the Website.
- 3.6 When you have placed an Order, you will receive an acknowledgement email confirming receipt of your Order. This email will only be an acknowledgement and will not constitute acceptance of your Order. A contract between us will not be formed until we receive payment from you and have sent you confirmation by email that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.
- 3.7 When you have placed an Order, will receive an acknowledgement email confirming receipt of your Order. This email will only be an acknowledgement and will not constitute acceptance of your Order. A contract between us will not be formed until we send you confirmation by email that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.
- 3.8 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.
- 3.9 We are not responsible for the decisions of any payment provider as to whether they allow you to use their service. We do not provide any warranties or assurances about any payment provider. If a particular service is not available to you, then you should use another valid payment method to complete payment of the Order.

### **4. Pricing and Availability of Goods**

- 4.1 While we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have advertised, we will correct the error straight away. If an error occurs concerning an Order, then we will notify you and provide you with the option of either reconfirming the Order at the corrected price or cancelling the Order. If we cannot contact you, we will take reasonable steps to either cancel or hold the Order.

### **5. Shipping & Delivery of Goods**

- 5.1 Before you finalise an Order, you will be provided with a selection of delivery options and methods to choose from regarding your Order.
- 5.2 We may provide you with estimated delivery times and dates regarding your finalised Order. These are indicative times and dates only.
- 5.3 We take reasonable steps to ensure that your Order is delivered promptly. However, 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 which in any event 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.
- 5.4 We may provide you with a feature or function that allows you to track your Order and its delivery to your shipping address. However, we are under no obligation to provide this tracking service. If we do, this will be told or shown to you on our Website.

- 5.5 Any non-delivery of goods or an Order must be reported to us as soon as possible.
- 5.6 Insurance is available at an extra cost on all delivery services. We will not cover any loss of goods that are not insured.
- 5.7 Unless requested otherwise by you before placing an Order, all standard Orders in Australia are sent by our preferred carrier without insurance or tracking to the shipping address provided by you.
- 5.8 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 dispatch of your goods.
- 5.9 All customs duties, import fees or taxes and other similar taxes, including GST where applicable, are your responsibility and may be imposed on your purchase or importation of the goods.
- 5.10 Our goods and any Orders can be delivered internationally provided that an accurate and correct international shipping address details have been provided to us by you and we have confirmed with you that we can deliver the goods to that international shipping address. If we are unable to deliver any goods or any Orders to the international shipping address, then we will notify you.
- 5.11 Unless requested otherwise by you before placing an Order, any standard international Orders are sent by our preferred carrier without insurance. Goods tracking is not available for international deliveries.
- 5.12 Delivery to countries outside Australia can take up to ninety (90) working days to arrive, depending on the region.

## **6. Receipt of Goods & Refund Policy**

- 6.1 You must inspect the goods immediately upon their arrival. We may, at our absolute discretion offer you an exchange of goods, provided that:
  - (a) you give notice and return the goods to us within fourteen (14) days of receipt of the goods; and
  - (b) the goods are received by us in their original condition; and
  - (c) the goods are not exempt from being returned as advised on our Website.
- 6.2 We inspect all goods on return.
- 6.3 We are not responsible for any costs associated with the exchange of goods, including postage or delivery costs. We recommend that you obtain proof of postage in respect of the return of any goods and insurance coverage for the goods. We are not liable if your goods are not returned to us or have been misplaced by the carrier that you choose.
- 6.4 Please choose carefully. We do not normally give refunds if you change your mind or make the wrong decision. However, if the goods are subject to consumer guarantees imposed under the Australian Consumer Law and where consumer guarantees apply, we refer to clause 7 below.

## **7. Australian Consumer Rights & Limitations on our Liability**

- 7.1 Our goods may come with guarantees that cannot be excluded under the Australian Consumer Law. Our liability for failure to comply with a consumer guarantee is limited to:
  - (a) 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
  - (b) in the case of services supplied by us, the supply of the services again or the payment of the cost to you of having the services supplied again.
- 7.2 Subject to the prior, 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.
- 7.3 In all other respects, our total liability for loss or damage of every kind, whether:
  - (a) arising pursuant to the terms of service; or
  - (b) 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 a total aggregate amount equivalent to the sum paid by you to us for the goods.
- 7.4 Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these Terms and Conditions, we do not accept liability to you in respect of any indirect or special loss or damage which may be suffered or incurred by you in respect of goods or services supplied pursuant to these Terms and Conditions.
- 7.5 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, failure of any telecommunications or computer system, riots, lock-out, revolution, civil commotion, epidemic, accident, industrial action, and action or inaction by a government agency, or by any damage caused by any of such events.

- 7.6 We have no liability to the extent that a failure of the goods is attributable to any act or omission on your part.
- 7.7 To the maximum extent permitted by law, all express or implied guarantees, warranties, representations, or other terms and conditions or which could otherwise be implied into these Terms and Conditions are excluded, including the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or of any Linked Sites and the merchantability or fitness for any particular purpose for any service or good contained or referred to on the Website or on any Linked Sites.
- 7.8 To the maximum extent permitted by law, we will not be held liable for, and no measure of damages will, under any circumstance include special, indirect, consequential, incidental or punitive damages, or damages for loss of profits, revenue, goodwill, anticipated savings or loss, or data corruption, whether in contract, tort, negligence, in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- 7.9 The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) to these Terms and Conditions (under any law relevant to these Terms and Conditions) is excluded.

## **8. Intellectual Property, Software and Content**

- 8.1 The intellectual property rights in all software and content (including photographic images, specifications and design of the goods) made available to you on or through this Website remain our property or our licensors and are protected by copyright laws and treaties around the world. We reserve all of our rights and the rights of our licensors.
- 8.2 Despite the above restrictions on the use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trademark notices contained on the material
- 8.3 You are not allowed to use our logo or any brand of trade mark (or any marks which are similar in nature) without our prior written consent.
- 8.4 You may not modify or copy:
- (a) the layout of the Website; or
  - (b) any computer software and code contained in the Website.
- 8.5 We reserve all intellectual property rights, including, but not limited to, copyright in material or services provided by it. The material provided on the Website is supplied for personal use only and may not be:
- (a) re-sold or re-distributed in any material form;
  - (b) stored in any storage media; or
  - (c) re-transmitted in any media,
- without our prior written consent.
- 8.6 You may link to our Website home page, provided you do so in a way that is non-commercial, fair and legal and does not damage our reputation or take advantage of it. Still, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor can you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 8.7 Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Where a trade mark or brand name is referred to it is used solely to describe or identify the goods and services and is in no way an assertion that such goods or services are endorsed by or connected to us. All other trade marks or service marks on this Website are the property of their respective owners. You must obtain our written permission before reusing any copyrighted material that is published on this Website. Any unauthorised use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties

## 9. Collection of Personal Information & our Privacy Policy

- 9.1 Our privacy policy, which sets out how we will use your information, can be found at <https://www.greengobbler.com.au>. By using this Website, you consent to the collection, handling and processing of your personal information outlined in our privacy policy and warrant that all information that is provided by you is accurate and up to date.
- 9.2 We and any people or legal entities authorised by us may gather and process the personal information:
- (a) which you may provide when accessing the Website, such as your name, address, email address and other personal information about you; and
  - (b) regarding how you use the Website including, without limitation, information acquired through the use of "cookies" delivered to your computer when you access our Website.
- 9.3 We may authorise others to offer you goods and services using the information that we have collected.
- 9.4 We will comply with the Australian privacy legislation concerning our collection, storage and use of your personal information. Please refer to our full privacy policy for details of how we collect, handle, store and use your personal information.
- 9.5 There is no method of transmission over the Internet or through electronic storage through our engaged providers that is fully secure. We cannot guarantee the security of your personal information. If we are required by law to inform you of any unauthorised access, use, or disclosure of your personal information, then we will notify you electronically, in writing or by telephone (if required and permitted to do so by law).
- 9.6 Our Website does not necessarily use encryption or other technologies to ensure the secure transmission of information via the Internet. Anyone using our Website is encouraged to exercise care in sending personal information via the Internet.

## 10. General

- 10.1 **Entire agreement:** Unless expressly stated by us, these Terms and Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us or any prior Terms and Conditions published on the Website.
- 10.2 **Variation:** We have the right, in our absolute discretion at any time and without notice to you, to amend, remove or vary these Terms and Conditions or any page of this Website.
- 10.3 **Invalidity:** If any part of these Terms and Conditions is found to be void, unlawful, or unenforceable, then that part will be deemed to be severable from the balance of these Terms and Conditions and the severed part will not affect the validity and enforceability of any remaining provisions. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.
- 10.4 **Waiver:** Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by us. Without limiting the preceding, 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.
- 10.5 **Assignment & Change of Control:** You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms and Conditions. We are entitled to and may, from time-to-time in our discretion, do any of the following:
- (a) assign, delegate, transfer, licence, sublicense, sub-contract, sub-let, novate these Terms and Conditions, or any part of these Terms and Conditions, or assets under these Terms and Conditions Agreement (including any intellectual property, accounts and Orders) or any obligations or rights under these Terms and Conditions; or
  - (b) sell all, or part of, itself, or its assets (including any intellectual property, accounts and Orders); or
  - (c) change, or vary, in any way our legal or corporate structure and/or the legal or beneficial ownership of the shares,
- without notice or your prior agreement and for any purpose that we deem necessary, or that we require or for the sake of convenience, and without any reason.
- 10.6 **Notices:** Unless otherwise stated within these Terms and Conditions, a notice or other communication connected with these Terms and Conditions has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by us to you using your last notified email address, or by you to us at our registered office.
- 10.7 **Governing Law:** These Terms and Conditions will be governed by and interpreted in accordance with the law of New South Wales of Australia, without giving effect to any principles of conflicts

of laws. You agree to the exclusive jurisdiction of the courts of New South Wales of Australia to determine any dispute arising out of these Terms and Conditions.

- 10.8 **Complaints:** You may contact us at any time if you have any questions or concerns about our Terms of Use. You may make a complaint to us using the contact details set out below.

## **11. Contact Information**

- 11.1 If you have any questions or concerns or you experience any issues with our service, our Website or any Order that you make, then we encourage you to contact us to resolve your enquiries by using the following contact details:

**Attention:** Privacy Officer

**Telephone:** 9099 4448

**Email:** [info@ecogreensolutions.com.au](mailto:info@ecogreensolutions.com.au)

*These Terms and Conditions were last updated on 6 October 2020.*