



Terms & Conditions

This agreement is a contract between the customer (you) and HUNKY OZ (Australia) (us). These terms apply to the ordering, purchase and delivery of Goods and Services from HUNKY OZ (Australia).com.au and form a contract between you and HUNKY OZ (Australia) (Terms) as amended from time to time.

These Terms contain important information about the ordering, processing and delivery of Goods, products and services, including limitations of liability and Returns Policy.

By using the website, you acknowledge you have read and understood the Terms & Conditions.

1. Definitions In these terms: Business Day means a week day in which trading banks are open for the transaction of banking business in New South Wales, Australia. "Company" "Us" or "We" means HUNKY OZ (Australia) "Customer/s" or "You" means the purchaser of Goods and Services from HUNKY OZ (Australia) Delivery Address means the address to which the Goods are to be delivered as stated on your Order. Delivery Agent means a nominated third party delivery or shipping company for HUNKY OZ (Australia). Delivery Fee means the fee charged by the Delivery Agent for the delivery of Goods under these Terms. Goods means all goods, products and services offered for sale described or displayed on the Website. GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth). Law means any written rule or collection of rules, including, but not limited to any statute, regulation, order or rule, any government ordinance or by-law, any governmental agency's rule, regulation or determination, and any form of custom or policy recognised and enforced by judicial decision. Order means a request by you to purchase Goods from HUNKY OZ (Australia) under these Terms. Personal Information has the meaning given in the Privacy Act 1988 (Cth). Price means the purchase price of each Good as specified on the Website (including GST). Privacy Policy means the HUNKY OZ (Australia) Privacy Policy found on the Website. View the HUNKY OZ (Australia) Privacy Policy here – www.hunkyo.com.au/privacy-policy. Returns Policy means the HUNKY OZ (Australia) Returns Policy contained in these Terms at clauses 13 Website means www.hunkyo.com.au and any other sites (including third party sites) linked to our site

HUNKY OZ Australia, ABN 21 939 493 518
GPO BOX 1097, SYDNEY NSW 2001 AUSTRALIA

www.hunkyo.com.au

2. Compliance with Terms and Conditions

You will be bound by these Terms when you submit an Order via the Website. Each Order you place will be a separate contract between you and HUNKY OZ (Australia) for the supply of Goods and Services, under these Terms.

3. Placing Orders for Goods

3.1 An Order submitted by you is an offer by you to purchase Goods for the Price (plus any Delivery Fee) as specified at the time you submit your Order.

3.2 You acknowledge that all Orders are for Goods intended for personal and non-commercial use only.

3.3 In completing the Order form, you agree to provide complete and accurate personal details (or those of the recipient of gifts) to enable the processing and delivery of your Order. This information will also be used by the Delivery Agent to deliver your Order.

3.4 HUNKY OZ (Australia) will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver Goods to you (or your nominated recipient) due to inaccurate or incomplete personal details provided in an Order by you.

3.5 You also agree to obtain consent to provide HUNKY OZ (Australia) with personal details of recipients of gifts Ordered by you.

3.6 You may Order from HUNKY OZ (Australia) if you are aged 18 years or over, have an active email account and a telephone number at which you can be contacted.

3.7 Once you submit your Order, cancellations of your Order or changes to the Goods in your Order cannot be made (unless by agreement with HUNKY OZ (Australia) or otherwise under these Terms). However, you can return Goods under the Returns Policy. You should check your Order carefully before submitting your Order.

3.8 Where you place consecutive or separate Orders, we cannot consolidate the Orders into one. A separate Delivery Fee will apply to each Order. Subject to clause 3.2, you can order as many Goods as you wish in one Order up to the total Order value of \$10,000 (including GST).

3.9 You will be provided with an Order number when you submit your Order. The Order number is required when contacting our office about your Order.

4. Acceptance and rejection of Orders

4.1 HUNKY OZ (Australia) reserves the right to accept or reject your Order for any reason at any time.

4.2 When we accept an Order, it constitutes an agreement by HUNKY OZ (Australia) to supply the Goods under these Terms.

4.3 If we reject an Order, we will notify you of the reason for rejection via email within 5 Business Days.

4.4 HUNKY OZ (Australia) will not be liable to you for your loss or that of any third party for the rejection of an Order.

4.5 If we reject an Order and your payment for the Goods has already been processed, we will refund any money paid to us in respect of that Order.

4.6 If we cannot contact you about your Order using the contact details you provide in the Order, after having made reasonable attempts to contact you, we will reject the Order under clause 4.1 and notify you of that rejection via phone or email within 5 Business Days.

5. Availability of Goods

5.1 All Orders are subject to availability of stock and confirmation of the order price. Promotional offers on special products mark downs (if any) sample Goods or sale items are available until stocks sell out.

5.2. We may withdraw or suspend from sale any Good displayed on the Website, either temporarily or permanently, at any time. HUNKY OZ (Australia) will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Good.

5.3. Where a Good which is the subject of an Order has been withdrawn or suspended from sale and your payment for the Good has already been processed, we will refund any money paid to us.

5.4. HUNKY OZ (Australia) reserves the right not to honour any incorrect offers represented on the Website made by genuine human or system error. Where your Order is affected by an error on the Website (for example, in a description, an image, Price or otherwise), we will reject that part of the Order affected by the error. You will be refunded the value of that part of your Order affected by the error, under and HUNKY OZ (Australia) will fulfil the remainder of your Order. If you are not satisfied with the partial fulfilment of your Order, you can return your Order to us under the Returns Policy.

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5.5 You acknowledge and agree that:

a) all pictures and images of Goods displayed on the Website are for illustrative purposes only, and the sizes and dimensions of Goods may differ in real life, and any accessory featured with the Goods is for illustrative purposes only, and may be sold separately;

b) you have read any written description of the Goods on the Website before submitting your Order;

c) the colour of Goods as shown on the Website may vary slightly in real life; and

d) where we provide dimensions and measurements in the descriptions of a Good, it is your responsibility to ensure that the actual size of each Good is suitable for your purpose prior to submitting your Order (including whether there is appropriate and safe access to your Delivery Address for delivery of the Good);

6. Price and payment

6.1 The Price in respect of a Good is specified on the Website.

6.2 Unless otherwise stated, all Prices quoted are in Australian Dollars and where applicable, inclusive of goods and services tax (GST). Any fees and charges (e.g. Delivery Fees) imposed by these Terms also include GST where applicable.

6.3 HUNKY OZ (Australia) reserves the right to change or alter Prices of Goods on the Website without notice to you. If you have already submitted an Order at a particular Price, there will be no change or alteration to that Price (provided your Order is not affected by a pricing error, in which case the procedure in clause 5.4 will apply).

6.4 For each Order, we will charge you and you agree to pay the Price (which is the Price at the time the Order is submitted) and the Delivery Fee.

6.5 You can pay for your Goods by any of the methods specified on the Order form on the Website, including credit card and Pay Pal. When paying by credit card, you authorise HUNKY OZ (Australia) to place a hold up to the value of your Order on your card. Payment is only debited from your card at the time your Order is ready to be delivered.

6.6 Any payment for an Order must be cleared by HUNKY OZ (Australia) before Goods are dispatched. If your payment cannot be processed, your

Order will be rejected under clause 4 and you will be notified of this on the Website. If a credit card payment cannot be processed you should contact your card issuer first to try to resolve the problem, or use an alternative payment method in order to continue with your Order.

6.7 In paying or attempting to pay for Goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

6.8 You will receive an Order confirmation by email once payment has been processed.

7. Refunds

7.1 If HUNKY OZ (Australia) processes a refund under these Terms, it will use reasonable endeavours to process the refund within 5 Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. HUNKY OZ (Australia) is not liable for any loss, damage, cost, expense or injury you or any third party incurs as a result of any delay in processing your refund.

7.2 It is a condition of Visa, MasterCard, Maestro and other card schemes that refunds be processed on the same card as the original payment was made in order to minimise the possibility of fraudulent activity on cards. HUNKY OZ (Australia) is required to comply with all card scheme rules in order to be able to accept these card types, and as such, all of your refunds will be credited to the card you used for your Order.

8. Delivery

8.1 HUNKY OZ (Australia) use Delivery Agents (including Australia Post for posting packages both domestic and international. We will post the purchased Goods to the Delivery Address you have provided at the time of placing the Order. Any incorrect address details may result in delays of posting the parcel. Therefore it would be highly recommended to check these details when placing an Order.

8.2 Once delivered, you must inspect and test the Goods and ensure the Goods delivered match your Order. You must let us know about any faulty, damaged, or incorrect Goods in accordance with the Returns Policy. Any Goods replaced under the Returns Policy due to being faulty, damaged, or incorrect will be delivered to you free of charge.

9. Delivery Fees

9.1 HUNKY OZ (Australia) will provide free delivery for all Orders over \$50 (excluding insurance cover which may be purchased separately) with a Delivery Address in Australia.

9.2 For Orders under \$50 and deliveries outside Australia, please refer to the cost of Australia Post as per the link; www.auspost.com.au or contact HUNKY OZ (Australia) direct

9.3 We will notify you of any change to the Delivery Fee for your Order, and if you do not wish to continue with your Order, you may cancel your Order, and we will refund any payment made.

9.4 'Free delivery' does not apply to Goods for change of mind and replaced Goods under the Returns Policy.

10. Delivery Times

10.1 Subject to clause 10.2 and 10.3, HUNKY OZ (Australia) aims to achieve the delivery time frames set out below:

Courier Post Express Post Parcel Post

Speed:

Same business day Speed: Next business day Speed: 3-5 business days

Delivery network:

Metro areas, same state Delivery network: Available to major metro and regional population centres Delivery network: Australia-wide

Included feature: Signature on Delivery Optional extras: Extra Cover Optional extras: Extra Cover Signature on Delivery Email Track Advice Optional extras: Extra Cover Signature on Delivery Email Track Advice

10.2 The order must be received by us before 9:00am (during business day). An extra business day may be added for orders received after 9:00am (business day).

10.3 Although HUNKY OZ (Australia) will do its best endeavours to deliver

Goods as soon as possible, HUNKY OZ (Australia) cannot guarantee that delivery will occur in the delivery time frames.

10.4 HUNKY OZ (Australia) is not liable for any Loss, damage, cost, expense or injury you or any third party suffers as a result of a change in delivery times or a delay in delivery.

10.4 During major sales events Orders may experience delivery delays. HUNKY OZ (Australia) will endeavour to provide notification on the Website of such delays.

11. Supplier Direct Terms

11.1 Some Goods are supplied to you direct from our suppliers. These Goods are identified as such on the Website and different terms will apply to the delivery of those Goods as set out in this clause and/or on the Website (Supplier Direct Terms). You should read these additional terms and any further information supplied to you on the product page for the Goods on the Website carefully before you purchase these Goods. For the avoidance of doubt, these Terms and Conditions will continue to apply to your purchase. To the extent of any inconsistency between these Terms and Supplier Direct Terms, the Supplier Direct Terms will prevail.

11.2 Supplier Direct Goods are delivered separately to any other Goods in an Order, and may incur an additional Delivery Fee or differing Delivery times as specified on the Website.

12. Order cancellations and Returns

12.1 Unless provided for under these Terms, no cancellations or changes to Orders will be accepted, and the Goods will be delivered to the stated Delivery Address. You should carefully check that your Order is accurate before you submit it to us. You will, however, be able to return Goods under the Returns Policy.

Delivery Fees will not be refunded if you return Goods for change of mind or incorrect size.

12.2 Goods can only be returned under these Terms (in particular, this clause 13) and under the Returns Policy.

13. Returns Policy

13.1 For hygienic reasons, subject to this clause 13, HUNKY OZ (Australia) will not allow Returns or Exchange on any garment purchased. All garments

forwarded are thoroughly and individually checked to ensure you receive high quality product.

13.2 However, if you have received faulty, damaged, or incorrect (not what you ordered) Goods, HUNKY OZ (Australia) will allow Return or Exchange for that particular garment to this clause 13.

13.3 All garments are subject to investigation and approval by HUNKY OZ (Australia) before an exchange can be made.

13.4 In order to return garments under this clause 13, you must notify HUNKY OZ (Australia) within 2 days of receiving defected garment/s by email; return@hunkyo.com.au for returns and exchange@hunkyo.com.au for exchanges.

13.5 At the time of notification, you must

- a) provide a short description of the garment defects and include photo evidence of the defects for investigation and inspection; and
- b) provide of the receipt of purchase and delivery docket; and
- c) advise whether you would like a refund or you would like to exchange the garment for the same Good.

14. Privacy

Personal Information, such as your contact details, that you provide to us during the Order process will be kept and used by us for the purpose of processing your Order under HUNKY OZ (Australia)'s Privacy Policy. See HUNKY OZ (Australia)'s Privacy Policy (www.hunkyo.com.au/privacy-policy) for further information on how to access or update any records of Personal Information.

15. Website Terms

15.1 HUNKY OZ (Australia) makes no representation or warranties of any kind, express or implied as to the operation of our Website or the information, content, materials or products included in our Website except as otherwise provided under applicable Laws.

15.2 HUNKY OZ (Australia), its affiliates, directors, officer, employees, agents

and contractors will not be liable for any damages arising out of, or in relation to, the use of our Website or sites linked to our Website. This limitation applies to direct, indirect, consequential, special, punitive or other damages suffered, as well as damages for loss of profits, business interruption or the loss of data or information.

15.3 You assume all risk of use of all features of the Website and any other sites linked to our Website.

15.4 Our Website and any other sites linked to our Website and their contents are provided to you on “as is” basis and may contain inaccuracies and may not be complete and current. We cannot guarantee our Website will always be available or fault – or virus- free.

16. Risk and title

Risk and title in the Goods passes to you on the date and time of delivery of the Goods to the Delivery Agent.

17. Warranties you make to HUNKY OZ (Australia)

17.1 You represent and warrant to HUNKY OZ (Australia) that HUNKY OZ (Australia) will not be liable for any expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with these Terms.

17.2 Subject to any rights you have under any consumer protection law, HUNKY OZ (Australia) excludes to the fullest extent possible under Law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms. You are entitled to certain rights under consumer protection law that cannot be excluded.

16.3 Our liability to you for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

18 General

18.1 HUNKY OZ (Australia) reserves the right at all times to make changes to these Terms. Any variations to these Terms will take effect from posting on the Website or electronic mail. The Terms which apply at the time of Order are those that govern your relationship with HUNKY OZ (Australia) with respect to that Order.

18.2 Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms or affect the validity or enforceability of that provision in any other jurisdiction.

18.3 A failure or delay by HUNKY OZ (Australia) to exercise a power or right under these Terms does not constitute as a waiver of that power or right, and the exercise of a power or right by HUNKY OZ (Australia) does not preclude its future exercise or the exercise of any power or right.

18.4 A reference to a clause is a reference to a clause of these Terms.

18.5 The laws of New South Wales, Australia govern this agreement. Your transaction is deemed to have taken place in New South Wales, Australia.

19 Contact Us

For any further queries, kindly refer to our contact details provided below:

Email: enquiries@hunkyo.com.au

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NSW AUSTRALIA 2001

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