



## TERMS AND CONDITIONS OF SALE

Anyone making a purchase from The Hospitality Market has read and agrees to be bound by the following terms & conditions:

### 1. General

The Hospitality Market website and all of its contents are owned by The Hospitality Market ABN 12 145 712 787. The use of this website is governed by the following terms and conditions, as amended from time to time (the 'Terms and Conditions'). By using this website for quotes, purchases or as a reference you agree to be bound by the Terms & Conditions listed.

### 2. Quotations

All Quotes are an Obligation Free Service and valid for a period of 30 days or until stocks last from the date of issue, unless otherwise agreed in writing by The Hospitality Market. Pricing details, delivery estimates and other financial information offered is current at time of display only. Prices are subject to change without notice.

### 3. Acceptance of Sale

Placing an official sales order for a purchase with The Hospitality Market implies that you, as purchaser, agree to all our terms and conditions of sales as listed. If you have any queries regarding these terms and conditions, please contact us BEFORE ordering goods.

### 4. GST

All prices listed on The Hospitality Market website INCLUDE GST. Prices listed on any document supplied by The Hospitality Market may have gst detailed as a separate component on the document, still forming a part of the final sale price.

### 5. Trade Accounts

We DO NOT generally offer Customer Credit Accounts. This practice protects all of our clients to ensure that general supply is not impacted by individual payment delays or defaults. We believe this is good financial practice.

### 6. Stock Availability

Some items may not be in stock at the time of placing an order. If this is the case, one of our sales consultants will contact the purchaser within 24 hours to advise estimated dispatch dates. All items that are in stock will be shipped within 24 hours, with delivery time dependant on Shipping Provider. Any items not normally stocked by Aussie Pizza Supplies, will be identified in their descriptions as "Indent Only", and will result in longer delivery times as these items will only be ordered into the warehouse when requested.

### 7. Methods of Payment

The Hospitality Market accepts payments made using the following credit cards: Visa and MasterCard ONLY. Payment can also be made with Paypal, Cash or Cheque. No goods will be supplied until all monies are paid and cleared in full. Note that cheques may

### 8. Equipment Deliveries

All equipment deliveries are made to kerbside (or loading dock if available) of client's address and the purchaser acknowledges that, if required, it is their responsibility to provide labour and equipment to unload and position the goods onsite at the purchaser's expense. Purchase price does not include any onsite unpacking, placement or positioning of equipment or connection to services or removal of rubbish and packaging etc. unless specifically stated otherwise.

### 9. Delivery Terms

The customer is to pay any electrical and plumbing

connections and the cost of any necessary alterations to their premises necessary to make use of any items purchased from The Hospitality Market. The Hospitality Market will complete the delivery on or about the date agreed upon in writing, subject to all delays arising from shipping, non-availability of the ordered equipment, strikes, lockouts, accidents, fires, wars, acts of God, non-delivery of material or parts by suppliers or any other reason or cause whatsoever beyond our control. NO such delay shall excuse or justify a client's refusal to accept delivery of the equipment or give rise to any claims resulting from a delayed delivery.

### 10. Upon Delivery

**PLEASE INSPECT GOODS ON DELIVERY.** Check all items before signing for them. Please sign as 'RECEIVED DAMAGED' if the goods are obviously damaged in transit. If the equipment is damaged, please indicate and write this on the courier's delivery documents **PRIOR** to signing for products and contact our office immediately on 07 5657 9970. The Hospitality Market are not common carriers.

### 11. Terms of Delivery

All deliveries organized by The Hospitality Market on behalf of the customer are kerbside or street level only, unless previously arranged with The Hospitality Market. If The Hospitality Market is not previously told of any stairs or other access issues preventing a smooth delivery, the transport carrier has right of refusal for delivery upon arrival, as they will not be sufficiently equipped to deliver to site. It is the responsibility of the purchaser to correctly notify The Hospitality Market of all delivery access information prior to delivery. If this is the case and further charges are incurred as a result, the customer will be liable to pay all and any extra delivery charges. Extra Costs may also be incurred from unforeseen tight or restricted access areas where extra equipment and labour may be required to complete the delivery.

### 12. Delivery Dates

Any delivery dates supplied on invoices are approximate only. The Hospitality Market will endeavour to deliver goods as soon as possible or within the agreed timeframe, without accepting responsibility for any delays or costs arising from delays.

### 13. Disclaimer

Despite making every effort to ensure correct pricing and accurate details are contained within The Hospitality Market website and related marketing, inadvertent errors do occur from time to time. In such cases The Hospitality Market will endeavour to fulfil these orders with the correct goods at the listed prices while still reserving the right to decline orders arising from such errors.

The Hospitality Market aims to provide accurate information on this website, without providing any warranty to that effect. In particular, please note that NO responsibility is accepted for the content or materials viewable from this site which are not provided or maintained by us. This Disclaimer is not intended to affect your statutory rights.

### 14. Warranty Information

All electrical products supplied by The Hospitality Market are backed by genuine manufacturer's service warranties. Details will be included with your product. If your product is faulty

within the warranty period, please contact the manufacturer's customer care line as provided with your product instructions. The Hospitality Market will pass on to the purchaser all applicable warranties given by the manufacturer in relation to a particular item. Not all warranties are onsite. The warranty on smaller items is often "back-to-base", with the purchaser responsible for any related transport charges. Please read carefully when purchasing items. If there are any further enquiries, please do not hesitate to contact The Hospitality Market either by email [info@hospitalitymarket.com.au](mailto:info@hospitalitymarket.com.au) or by phone 07 5657 9970 before purchasing. Warranty DOES NOT COVER ANY PERISHABLE PRODUCTS lost due to the fault of any item sold by The Hospitality Market. If an item is out of warranty, then the customer is liable to pay all repair charges incurred after the date of expiration. Warranty can be voided if customers tamper, alter or engage a third party to repair any faults that may occur during the period of warranty without prior written approval from the manufacturer. If this is the case, the customer will be fully responsible for the item once the warranty is voided. Non-electrical goods are sold without a warranty, other than what is available to you under your statutory rights.

### 15. Damaged Goods

Please inspect goods on delivery. If the goods are damaged please write this on the delivery documents prior to signing for delivery and contact The Hospitality Market immediately by phone, fax or email. Advise your contact name, address, phone number, our tax invoice number and details of what is wrong with the item. Any delivery dockets or consignment notes must be kept and a copy submitted to The Hospitality Market for claims against the transport company. It may be necessary to forward photographs of the damaged goods via email, phone or post in order to assess the extent of the damage.

### 16. Online pricing

Item prices advertised by The Hospitality Market DO NOT include delivery. All delivery charges are calculated on your total order and are added to your order in the checkout prior to paying.

### 17. Health & Food Regulations

Although all products sold through The Hospitality Market are intended to meet Australian health and food safety regulations, the changing nature of these regulations may result in some products not complying. It is therefore the purchaser's sole responsibility to ensure that any products purchased from The Hospitality Market will be used in a manner that conforms with current requirements as regulated by the appropriate body in the appropriate state.

### 18. Cancellations

Orders may be cancelled under the following conditions:

- a) That the cancellation is received before any goods that are specially ordered have been dispatched to The Hospitality Market. Else, the purchaser will be responsible to take delivery for the goods. If the purchaser should refuse to accept these goods, any deposits or monies paid will be forfeited and the balance of the full amount still payable, as there is no return on custom made goods.
- b) Cancellation cannot occur after goods have already been sent. This will not be accepted as sufficient cancellation notice and the purchaser will be liable to take the goods.

### 19. Return of Goods

Returns can only be accepted with prior approval from The Hospitality Market staff.

### IF THE RETURN IS A RESULT OF RECEIVING A FAULTY OR INCORRECT PRODUCT:

**Electrical Products:** All electrical products are covered by a manufacturer's warranty. If you have a faulty electrical appliance, please contact the manufacturer's care line to complete a warranty claim. Returns of electrical products will only be accepted if you have been sent a product that does not match the description given at the time you purchased the item as per your legislated consumer rights.

**All Other Products:** Notify The Hospitality Market staff of the issue with the received item/s. A staff member from The Hospitality Market will contact you within 24hours to confirm

collection of the goods. This will be paid for by The Hospitality Market. Where possible, the faulty or incorrect goods will be replaced, usually shipping within 48 hours of receiving the returns. If shipping is delayed, you will be notified in writing of an estimated delivery date. If Replacement is not possible, a refund of full purchase price will be issued. As shipping costs are calculated on complete orders, you will only receive a refund on the shipping if the returned item was the only product being purchased in that consignment.

### IF THE RETURN IS FOR ANY OTHER REASON:

You may return most new, unopened items within 7 days of delivery. This excludes "Indent Only" items, which cannot be returned. Goods will only be accepted if returned in original condition with packaging, warranty cards and instruction manuals. If the item has been used in any way it will not be accepted and no credit will be issued. The purchaser will be responsible for return shipping costs. A 20% re-stocking fee applies and will be deducted from the original purchase price of the goods. No refund will be offered on the original shipping charges. Simply notify The Hospitality Market of your intention to return goods and organise returning the goods to us. Please note that we cannot be responsible for goods lost in transit back to us. You may wish to secure your shipment with registration.

You should expect to receive your refund within 4 weeks of returning your goods, however, in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days), and the time it takes your bank to process our refund request (3 to 10 business days).

### 20. General

Due to continual improvement to products and equipment sold on this website, the supplying manufacturers reserve the right to change specifications, sizes, and colours etc. without prior warning.

### 21. Commissioning and Instruction on Use

All appliances and products come with instructions. It is the purchaser's responsibility to become familiar with these details. Some appliance operations are simple, others require a more detailed explanation, especially if the purchaser has not used the appliance type before. If you are unsure how to correctly use a product, it is your responsibility to find out how before using the product. No claims will be accepted for incorrect use.

### 22. Disclaimer

Illustrations, sizes and colours on the website are for purchasing guidelines only. Manufacturing changes can result in variations to illustrations. All measurements and capacities are approximate and can vary due to manufacturing changes. The depiction of colours is as accurate as reproduction allows. Delivery of the illustrated merchandise is subject to availability and The Hospitality Market cannot be held responsible for delays. Any merchandise on this website is for general information and whilst all care has been taken, information in this website is not to be taken as a substitute for specific advice. We accept no responsibility for any person who acts on the contents of this website.

### 23. Intellectual Property and Restrictions On the Use of the Website Content

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