

Terms of Sale

(1) Introduction

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

(2) Interpretation

In these terms of sale, "we" means *Pueraria-mirifica AU* (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

(3) Order process

The advertising of products on our website constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps: you must add any the products you wish to purchase to your shopping cart, and then proceed to the checkout; (ii) if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; (iii) once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to these terms of sale; (iv) you will be transferred to the PayPal website, and PayPal will handle your payment; (v) we will then send you an initial acknowledgment¹; and (vi) once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order."]

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.²

The only language in which we provide these terms of sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by checking the payment screens. You may correct those input errors before placing your order by send email within a 1 hour of purchase to info@puerariamirifica.com.au

(4) The products

Pueraria mirifica products are made from pure Pueraria sourced from Thailand all products are our own brand

(5) Price and payment

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated [when you pay for the product].

In addition to the price of the products, you [will/may] have to pay a delivery charge, which will be as stated [when you pay for the product].

Payment must be made [upon the submission of your order]. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Payment for all products must be made by [[*insert method*] OR [any method detailed on the website from time to time]].

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Your warranties

You warrant to us that:

- (a) You are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) The information provided in your order is accurate and complete;
- (c) You will be able to accept delivery of the products;
- [(d) You are resident in the Australia or England; and]
- [(e) You are at least 18 years of age.]

(7) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, within five days of the date of our order confirmation for United Kingdom Europe & Worldwide delivery five to fourteen days. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within two days of the later of receipt of payment and the date of our order confirmation.

[We will only deliver products within Australia and England.]

(8) Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- (a) Delivery of the products; and

- (b) Receipt by us of full payment of all sums due in respect of the products (including delivery charges).

We will be entitled to recover payment for the products even where ownership has not passed to you.

(9) "Cooling off" period

You may cancel a contract to purchase a product or products at any time within three working days after the day you received the relevant products or products (subject to the limitations set out below).

If you cancel a contract on this basis, you must inform us in writing products to us immediately, in the same condition in which you received them. Products returned by you in accordance with this Section will be refunded in full (Excluding the cost of sending the products to you). However, you will be responsible for **paying** the cost of returning the product to us.

If you cancel a contract on this basis and you do not return to the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

(10) Statutory rights

Nothing in these terms of sale affects your statutory rights (including your right to receive a refund in respect of any defective product we sell to you).

(11) Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event; within 30 days of the day we received your valid notice of cancellation.

(12) Limitations of liability

Nothing in these terms of sale will limit or exclude your or our liability for: (I) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

Subject to this, the products we sell are intended for personal use only and we will not be liable for any business losses (including without limitation loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or waste of management or office time).

(13) General terms

Images of products on our website are for illustrative purposes; actual products may differ from such images.

We will treat all your personal information that we collect in connection with your order in accordance with all applicable laws we never pass your information

details of any kind to third parties

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing such action does not serve to reduce the guarantees benefiting you under these terms of sale.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [12]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms of sale will be governed by and construed in accordance with English law,³ and the courts of England and Wales will have [non-]exclusive⁴ jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

(14) About us

Our full name is [*Pueraria Mirifica AU*].

Principal trading address is Po box 9893 Colchester England Co1 9el

Our email address is [*Sales@puerariamirifica.com.au*].
