

## Terms and Conditions

### **About These Terms And Conditions**

In these Terms and Conditions "we" and "us" mean WHOME Pty Ltd ABN 6209 252 6344 of Unit 16, Homebush business Park, 378 Parramatta Road, Homebush NSW 2140 Australia, and "you" means you the customer. These Terms and Conditions together with your Order constitute the entire Contract between us and you for the supply of Products. No other Terms and Conditions will apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

### **Installation at Address**

If a quote by WHOME includes installation involving an electrician, the quote has taken into consideration the installation address as specified by the customer, and the approximate time required to complete the job. The quote assumes all work of which to be performed by the electrician will only take place at the premises, and under normal circumstances. If there is insufficient time to complete the job due to special circumstances – determined by the electrician – further installation costs may be incurred, at the customer's expense.

### **Products Recommended**

All Products listed in a quote by us have been recommended based upon the purchase order from the customer, and/or information provided by the customer, prior to the provision of the quote. To the best of our knowledge, the Products are suitable for the application specified. We are not liable for any costs or damages incurred by the Products as a result of missing or incorrect information provided by the customer. Whilst WHOME may endeavour to assist in rectifying such a matter, costs may be incurred by the customer for Product exchanges, re-programming of Products and installation.

### **Products to Rectify Problems**

We assume the products pertaining to all quotes by us will perform their required functionality without requiring extra products or work, unless otherwise specified. However, should unforeseen circumstances occur during installation which inhibit the expected functionality of the products (such as poor signal strength throughout the mains of the home, interference from appliances, or interference of signals from neighbouring premises), extra products to rectify the problem may be required. In these circumstances, the customer will be consulted as to whether they wish to proceed with purchasing the extra products and installation, at the customer's own expense.

### **Your Rights To Return A Product**

If you have changed your mind about the Product, or made an incorrect choice when placing an Order, you have 14 (fourteen) calendar days from date of receiving the goods, with which to return the goods to WHOME. The return address for the products to refund is Unit 16, Homebush business Park, 378 Parramatta Road, Homebush NSW 2140 Australia, unless otherwise stated by WHOME at the time. After this period, sales are final. WHOME will reimburse your purchase cost, excluding any software and original delivery charges.

### **Dead On Arrival Products - "DOA"**

A WHOME Product is considered DOA if it shows symptoms of a failure, or is discovered to be broken when first taken from its packaging. A Customer Service member will provisionally determine whether the Product is DOA. Where a Product is provisionally determined as DOA we will arrange to replace the Product. Refunds will only be offered where a replacement Product cannot be provided. If a Product is confirmed by WHOME Customer Services as requiring replacement, we will provide you with instructions to perform the replacement. If we deem the Product NOT to be DOA, WHOME may in its absolute discretion refuse to replace the Product or offer you a refund for the Product. When a Product is replaced, your replacement Product becomes your property and the returned DOA Product becomes our property. When a refund is given, the returned DOA Product becomes our property. WHOME reserves the right to test any returned DOA Product. If the condition of the Product was misrepresented to us by the customer, WHOME will impose a \$20 handling and administration fee, as well as the cost incurred by WHOME to have the product returned by the customer, and the cost to return the Product to the customer. The Product will be detained by WHOME until such payment is made.

### **Product Problems After Delivery**

The DOA period set by WHOME is 30 (thirty) calendar days of when you received the Product. If your item arrives DOA or you find a defect arises after delivery and a valid claim is received by Customer Service within the DOA period, contact WHOME whereby we will issue you with a Return Authorisation Form (RAF). You must print off the form and delivery the form along with the defective Product to the address specified by us. If you lodge a valid claim with us within the DOA period, we will provide you with a reply-paid address to return the defective Product and the accompanying RAF. If you lodge a valid claim with us outside of the DOA period, it is your responsibility to return the defective Product and accompanying RAF to us, at your expense. We will then exchange the Product where possible, or refund you the purchase price of the Product, excluding cost of original delivery. We will cover the cost of freight to return the replacement Product to you, within Australia. Our delivery time for replacing a Product will be the same as stated for the original Product. Replacement Products are provided with the same Limited Warranty as the returned Product.

### **RAF Return Authorisation Form - A Must Have**

A Return Authorisation Form (RAF) is required for defective and DOA Products being returned to us. Where Customer Service has provisionally determined that a Product is DOA or that a Product is defective within its Limited Warranty period, Customer Service will issue you with a RAF, which contains a Return Authorisation Number (RAN). Products cannot be returned without a RAN. A Product should be returned to WHOME within 30 calendar days of the issuance of the RAF. All Products must be packed in the original, unmarked packaging including any accessories, manuals, documentation and registration that shipped with the Product. If WHOME receives a Product without a RAF, Customer Service will consider each claim on a case by case basis on its merits. If we deem that the Product should not have been returned to us, WHOME will attempt to contact you to resolve the situation, and if the Product is to be returned to you, you will be responsible for all delivery costs, and WHOME may also impose a \$20 handling and administration fee.

### **Organising the Return of DOA Products**

If your item arrives DOA or you find a defect arises after delivery within the Limited Warranty period of the Product, the customer must contact WHOME by email to arrange for the Product return. We will then email, fax or post you a Return Authorisation Form (RAF) which outlines the necessary steps to return the defective Product. You will need to print off a copy of the RAF and include it in the packaging of the defective Product you are returning to us.

### **Refund Exclusions**

If you chose to exercise your rights to return a non-defective Product, the refund amount will exclude all delivery charges incurred in relation to the Product being refunded, regardless of the number of items in the order that contained the original Product. If an order included installation by an electrician, the installation cost cannot be refunded or exchanged. Software applications purchased from WHOME cannot be refunded or exchanged.

### **Arranging a Replacement Product**

When we have received a defective or DOA Product from you along with a Return Authorisation Form (RAF), and we have agreed to replace the Product, a Product of the same type with the same Limited Warranty will be provided to you. The delivery time for the replacement Product will be approximately the same as incurred for the original Product. Refunds will be issued by cheque or a re-credit to your credit card.

### **Some Products - Manufacturer Only Warranty**

Some Products sold through WHOME are serviced and supported exclusively by their manufacturer in accordance the warranty information provided on the listing. For items advertised and sold with manufacturer's warranty, we would ask you to contact the manufacturer or supplier in the first instance for replacement or repair under the warranty terms. If the manufacturer is unable to comply, WHOME will replace the item or issue a refund of your purchase price for that item.

### **Exclusions and Limitations**

WHOME is not liable for any damage to or loss of any programs, data, or other information stored on any media contained within electronic or computing Products. Recovery and reinstallation of system and application software and user data are not covered under any WHOME warranty. In relation to any computing media Product, or any computing hardware Product or computing part contained within a Product, WHOME will not be responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to lost profits, downtime, goodwill, damage to or replacement of equipment and property, any costs of recovering, reprogramming, or reproducing any program or data stored in or used with WHOME Products supplied to you, and any failure to maintain the

confidentiality of data stored on the Product. WHOME specifically does not represent that it will be able to repair any Product under warranty or make a Product exchange without risk to or loss of programs or data. Where a computing Product needs to be returned to WHOME for replacement or a refund, WHOME will in no manner whatsoever be responsible for any data you may leave on the computing Product.

### **Our Liability**

We will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise – including any information provided via email, over the phone, in person, through our website, newsgroup postings or through any other communication means. All recommendations and information provided to you by a WHOME agent is to be taken at your own risk. Our maximum aggregate liability for any Product supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) in question.

### **Liability regarding Electricians**

Our liability exclusion as specified above also extends to the actions and work performed by any Electricians who carry out work in relation to our products. All professional electrical work that pertains to a quote will be carried out by a licensed Electrician, independent of WHOME

### **Your Data - Use And Protection**

By placing your Order, you agree that we may store, process and use data collected from your Order Form for the purposes of processing your Order. If you so indicate on the appropriate section of your Order Form, by placing your Order you also agree that we may use such data, other than credit card details, in order to provide you with information from time to time on other WHOME Products that may be of interest to you, which may or may not be provided through mediums such as our monthly newsletter. If you do not agree to our using such data in order to provide you with information on other WHOME Products, you should indicate your non-agreement on the appropriate section of your Order Form.

### **Credit Card Fraud**

Whilst WHOME uses PayPal and Cardlink payment processing, which both employ the latest in Secure Sockets Layer (SSL) technology software for its transactions with our customers, WHOME will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner.

### **General**

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of WHOME. Any unauthorized assignment shall be deemed null and void. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby. Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, any liability in WHOME for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at the option WHOME, to the replacement of the Product(s) or the re-supply of the same Product(s); the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s). Neither our failure nor your failure to enforce any Term or Condition constitutes a waiver of such Term or Condition. Such failure shall in no way affect the right to later enforce such Term or Condition. WHOME reserves the right to change the Terms and Conditions of sale at any time. No WHOME employee or agent has the authority to vary any of the Terms and Conditions governing any sale.

### **Force Majeure**

WHOME shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of WHOME, and WHOME shall be entitled to a reasonable extension of time for the performance of such obligations.

### **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of NSW and shall be subject to the non-exclusive jurisdiction of the courts of NSW.