

Terms and Conditions

When you buy an item from us, you are accepting the following terms and conditions.

1. TERMS OF WEBSITE USE

The Terms of Use

Ozfarmer Australia owns and operates this website. By using or accessing this website you acknowledge that you have read, understood and agreed to be bound by these terms and conditions ("Terms of Use"). If you do not agree to the Terms of Use, please do not use this website.

Ownership of Website and Content

Ozfarmer Australia owns the website and, unless otherwise indicated, owns or is licensed to use all content and other material appearing on the website. The material on this website is protected by copyright under the laws of Australia and may not be used without written permission by Ozfarmer Australia. No trademark (whether registered or not) that is displayed on this website may be used in any way without the prior written permission of Ozfarmer Australia or of the relevant trade mark owner.

Security

Ozfarmer Australia cannot guarantee any data or program available for download on this website (or any linked website) is free of viruses or other spyware, and you agree that you assume the risk of any damage to your computer as a result of using this website.

Third Party Content

This website contains information from or hyperlinks to websites operated by third parties. Ozfarmer Australia provides such information and hyperlinks for your convenience only but is not responsible for and does not endorse the content of any such information or website.

Revisions

Ozfarmer Australia may revise these Terms of Use or the Terms of Purchase below at any time in its absolute discretion by posting revised terms, and these revisions will be effective immediately. If any of the terms are found to be unenforceable, you agree that the remainder of the Terms of Use and the Terms of Purchase remain in full force and effect.

Liability

Ozfarmer Australia provides this website and its contents on an "as is" basis, and makes no representation as to the accuracy, completeness, currency or reliability of the information contained on this website. Ozfarmer Australia will not be liable in contract, tort (including negligence) or otherwise to you for any direct, special,

indirect or consequential loss or damage (including loss of profits or loss of data) arising out of or in connection with this website.

Your Privacy is Important

We are committed to protecting the privacy of everyone who shops or interacts with us. Ozfarmer Australia Privacy Policy is published on this website and sets out our commitment to you on privacy, including our use of "cookies".

Governing Law

Ozfarmer Australia operates this website from its offices within Australia. The laws of the New South Wales govern these Terms of Use and the Purchase Terms below, and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales. You agree to be responsible for compliance with applicable local laws if you access this website outside Australia.

3. TERMS OF PRODUCT PURCHASE

The Agreement

In addition to the Terms of Use, these terms and conditions ("the Purchase Terms") set out the additional terms and conditions under which you may purchase from Ozfarmer Australia products appearing on this website. By completing the customer application process and purchasing products from this website, an agreement exists between you and Ozfarmer Australia once Ozfarmer Australia accepts an order. Each accepted order is a separate agreement.

Customer Application

You must complete the customer application process before placing any orders. You warrant that all information and data provided by you is accurate, complete and up to date. You will promptly notify Ozfarmer Australia if there is any change to this information or data. You must take responsibility for the safekeeping of your username and password, as you are liable if an unauthorised person uses your username and password.

Orders

You place an order with Ozfarmer Australia by selecting products and pressing the "purchase now" button on the checkout page. Please check your order carefully prior to completing check-out as orders will be considered final and no additions or subtractions can be made once payment has been received in full. Ozfarmer Australia reserves the right to accept or reject an order for any reason including without limitation, unavailability of product; an error in the price, image or the product description; or error in your order. Orders are deemed received by Ozfarmer Australia at the time of successful transmission of the order. If selecting "Reorder", only the items are deemed part of a "reorder". Instructions and comments made on previous orders are not transferred as customers are selected to reorder the items only. It is the customer's responsibility to check all information regarding their comments and requests before checking out. Once orders have been processed and packed you will thereafter be unable to change and cancel the order. Once an order

has been placed, we are unable to accept cancellations and alterations between transmission of the order and processing of the order. Orders are deemed accepted by Ozfarmer Australia upon Ozfarmer Australia acknowledging such order or failing to reject such order within 14 days.

Product Availability

Ozfarmer Australia uses its best endeavours to ensure products ordered are available for delivery, and in most cases will notify you where a product is unavailable prior to you completing your order. However, you acknowledge that in some cases this is not possible and Ozfarmer Australia may need to reject an order you have placed for a product where Ozfarmer Australia establishes that it is actually unavailable for delivery. In such cases Ozfarmer Australia will refund in full all amounts you paid in respect of such unavailable product. Ozfarmer Australia cannot provide rainchecks for products ordered online, and, where permitted by law, reserves the right to limit the sale of products to reasonable or normal household quantities.

Payment

You must pay for your products purchased on this website at the time of placing an order. You can select to pay directly out of your own bank account, by Paypal or by credit card.

To pay for products directly out of your bank account, you will need to arrange the payment with your own banking institution. You agree that you are responsible for entering the correct details of the Ozfarmer bank account. Your bank is responsible for processing and the security of your payment, and you hereby release Ozfarmer Australia from any liability in relation to such payment. Please refer to your bank's terms of use for conditions applying to online services.

To pay for products by Paypal, you will be transferred to an external site operated by Paypal. You agree that Paypal is responsible for processing and the security of your payment, and you hereby release Ozfarmer Australia from any liability in relation to such payment. Please refer to PayPal's terms of use for conditions applying to payment processing services.

If you are unsure if your order has processed correctly after putting in your payment details, please contact us to check. Do not place a duplicate order unless you wish to have 2 orders sent to you. Duplicate orders made in error and identified prior to shipment will be credited to your account to use against future orders: all store credits offered in such circumstances are valid for 12 months from the date of the credit being issued. If you wish to receive a refund, a \$5.50 admin fee applies. Duplicate orders which are shipped may be returned but the postage charge to return the items will be for the sender's account and the original shipping fee on the order will not be refunded or credited.

Variation of Products and Price

Ozfarmer Australia may vary the prices on this website at any time, and prices are subject to change until you have paid for the products in full. Products and their

inclusions are outlined in the item description. The item photo, description and item title need to be read together and not in isolation of each other. Whilst we make best endeavours to accurately depict items in their photos, you need to reference the item description for any variations on what is shown in the photo.

Prices offered on www.ozfarmer.com may vary from prices offered on other third party websites and also from the prices offered in store at our warehouse.

All items are supplied from our warehouse: please note that jars and lids supplied are not sterilised and must be cleaned prior to use for food purposes. Products may have some warehouse dust which is easily removed using approved cleaning processes. Specifically, we do not supply our lids pre-sterilised. Do not clean lids in a dishwasher.

Preorder of Stock Items

If customers purchase items that are listed on a Pre-order basis, the order will not ship until these items become available in the warehouse. If customers choose to order additional items that includes pre-ordered items, their entire order will not ship until the pre-ordered item are in stock. Shipping costs for the entire order have been taken into account and separating orders will result in a higher shipping charge. We are unable to cancel orders made with Pre-ordered stock if a special or promotion becomes available to customers after they have placed their order.

Delivery

Delivery terms included delivery areas, delivery costs and estimated delivery times are contained in Ozfarmer Australia's Delivery Policy published on this website, and the Delivery Policy is expressly incorporated in these Purchase Terms. Please note that to purchase products, your delivery address must be within a suburb where Ozfarmer Australia provides delivery. Where goods are sent via courier, you may be required to sign that the goods have been received in good condition, unless you have indicated on your order that the delivery can be left if the premises are unattended. You must make reasonable efforts to check your delivery before signing for the delivery. If you subsequently find that the goods are not in good condition, Ozfarmer will only take responsibility for the goods to the extent that is required under product warranty. Risk in the products passes to you upon delivery to your nominated delivery address, and title passes upon payment for the products in full. Please check your order upon receipt to ensure that it is consistent with the goods ordered. Product errors, shortfalls or any other issues with your order must be notified to us in writing within 7 days of receipt of your delivery.

Free and flat rate shipping is subject to terms and conditions, including the delivery method used and the maximum order size.

Seeds and restricted goods

It is the customer's responsibility to ensure that particular seeds or products are able to be imported to their state (particularly Tasmania and WA) or international destination. Ozfarmer Australia does not provide quarantine clearance so if the seeds or products are seized and destroyed, we will not accept any liability.

Insurance and Tracking Policy

Goods Damaged in Transit

In the rare case that any goods arrive damaged, please [contact us](#) as soon as possible. If a courier or delivery company indicates that the goods may have been damaged, please accept the goods and do not arrange to have them returned to sender as the items may not be damaged or there may only be minor damage which is more easily and quickly remedied than if the goods are returned.

Please create a ticket by clicking on the "[Contact us](#)" link on the top of any page; login and describe what has happened and attach photo/s of the damage. Photos are required so that the matter can be further investigated for insurance purposes with the warehouse and courier companies. Provided you have purchased transit insurance we can offer options such as refund or store credit for the damaged goods. All store credits offered in such circumstances are valid for 12 months from the date of the credit being issued. Please note that if we elect to send replacement items and these are also broken in transit then we have to assume that you have a negligent courier in your region and a refund only be offered after this as our insurance policy is limited to one incident only and does not provide insurance on insurance.

Returns

Return claims (including for replacement products, refunds or credits) are detailed in Ozfarmer Australia's Returns Policy published on this website, and the Returns Policy is expressly incorporated in these Purchase Terms. Please refer to this policy to determine your entitlement to a return, and the process that you need to follow.

Ozfarmer must be notified regarding the return or damage of an item within 7 days of the product being received. No returns/refunds or credit applications will be accepted if notification is made after 7 days of receiving the goods. No returns to the warehouse will be accepted after 30 days of goods being received. All store credits offered in such circumstances are valid for 12 months from the date of the credit being issued

Change of Mind

Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or found the goods cheaper elsewhere. Please preview any orders before adding them to your shopping cart and proceeding with your order. In some circumstances we will accept exchanges provided the goods are returned in pristine condition with their original packaging with freight paid by the purchaser. A 20% restocking fee will be applicable.

In some circumstances you may be permitted to amend an existing order if it has not been packed. In this instance a \$5.50 administration fee will apply. Refunds will not be given in any circumstances for change of mind, but we reserve the right to offer a store credit for use against future orders.

Customer Reviews

We always appreciate feedback and testimonials that we post to our website. Please note that any discounts offered for a review is only valid for a single use.