



Origine Edition - Terms and Conditions

1. General

- 1.1 This website at www.origine.com.au is a shopping website where you can browse, select and order products advertised on the Site from Origine Edition Pty Ltd (ABN 79 643 781 284) (**Origine, us, we or our**) trading as Origine.
- 1.2 Please read these terms and conditions before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.
- 1.3 Your access to and use of the Site, including your order of Products through the Site, is subject to these terms and conditions.
- 1.4 The terms and conditions also apply to the sale of any Products via methods other than the Site, including sales by telephone, email, in person or other means, unless otherwise agreed in writing.

2. Disclaimer

- 2.1 The information contained in this Site is provided in good faith on an "as is" basis. Origine does not represent or warrant to the reliability, accuracy or completeness of the information contained on this Site.
- 2.2 To the extent permitted by law, Origine is not responsible or liable for any Liabilities (direct, indirect or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this Site.
- 2.3 To the extent permitted by law, Origine is not responsible or liable for any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party.

3. Intellectual Property

- 3.1 You:
 - 3.1.1 acknowledge that the copyright in the Site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the **Material**) are owned by or licensed to us;
 - 3.1.2 must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent;
 - 3.1.3 must not frame or embed in another website any of the material appearing on this Site without our prior written consent;
 - 3.1.4 must not yourself do or assist any third party to damage, infringe or challenge the Intellectual Property rights of Origine in the Material or the Products; and/or
 - 3.1.5 must as soon as reasonably practicable notify Origine if you become aware of any third-party infringement or unauthorised use of the Material or the Products.
- 3.2 You may:
 - 3.2.1 store a reproduction of the content on this Site on your local computer for the sole purpose of viewing the content and Materials; and
 - 3.2.2 print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.
- 3.3 This Site, the Products and any ancillary materials or documents owned or used by Origine in connection with the sale of the Products and promotion of its business contains registered trademarks which are protected by law and other branding, images, content which constitute the Intellectual Property of Origine. You must not use any of the marks or trademarks appearing on the Site or our name or the names of our related bodies corporate or any of our Intellectual Property without our prior written consent.

4. Compliance with these Terms and Conditions

- 4.1 You agree to be bound by, and comply with, these terms and conditions by:
 - 4.1.1 using the Site;
 - 4.1.2 completing your registration through the Site or by any other means accepted by us; and/or
 - 4.1.3 obtaining or ordering Products from us using the Site or by any other method of sale.

5. Changes to these Terms and Conditions

- 5.1 If you have an Order that has been accepted by us, the terms and conditions that will apply to that Order are the terms and conditions that applied at the time you place your Order. We cannot vary the terms and conditions which apply to a given Order after that Order is accepted by us.



5.2 Subject to clause 6.1, we may change these terms and conditions at any time, and such modifications will be effective as soon as they are posted. By continuing to use the Site or placing an Order by any method of sale after these terms and conditions have been modified, you agree to be bound by the changes to these terms and conditions.

6. Placing an Order for Products

6.1 You may order Products by selecting and submitting your Order through the Site or by any other means accepted by us in accordance with these terms and conditions.

6.2 Any Order placed by you by any means for a Product is an offer by you to purchase the particular Product for the Price notified at the time you place the Order, subject to clause **Errore. L'origine riferimento non è stata trovata.**

6.3 We reserve the right to impose or change Minimum Order Quantities at any time before we accept an Order from you.

6.4 We may ask you to provide additional details or require you to confirm your details to enable us to process any Orders placed through the Site.

6.5 You agree to provide us with current, complete and accurate details when asked to do so.

7. Prices, Fees and Charges

7.1 The prices of Products and delivery and other charges provided by us are current at the time of issue, however, we reserve the right to change Product prices at any time before we accept an Order from you.

7.2 All prices provided by us are in Australian Dollars (AUD), exclusive of GST (unless otherwise indicated) and exclusive of delivery costs from Origine to your nominated delivery address.

7.3 We will charge you, and you agree to pay, the following fees and charges in relation to an Order that we accept (as applicable):

7.3.1 the purchase price of each Product that is ordered;

7.3.2 the delivery fee for delivering the Products to you; and

7.3.3 any other fees and charges set out in these terms and conditions, (collectively, the "Price").

7.4 We will issue you with a tax invoice for the Price as soon as practicable following our acceptance of your Order. We may provide you with quotations for the goods and this will be valid for 30 days.

7.5 Orders will not be processed until 50% deposit of the total amount is paid in our nominated bank account. Balance of payment will be due prior to dispatch (to a client's nominated address) and within 14 days from arrival into our warehouse.

7.6 We will not dispatch the Products to you unless and until payment is made by you and received by us in full.

7.7 If you owe any amount to Origine (whether under these Terms and Conditions or otherwise), we may, in our sole discretion and without prejudice to any of our other rights, do one or more of the following:

7.7.1 withhold all future supplies of Products until that amount has been paid in full; or

7.7.2 set-off that amount against any amount owing by Origine to you.

7.8 Your obligation to pay an amount owing applies notwithstanding any delay in the delivery of the Products.

8. Acceptance or Rejection of an Order

8.1 We reserve the right to accept or reject your Order for any reason, including (without limitation) if the requested Product is not available, if there is an error in the Price or the product description posted on the Site, in our price list, or in your Order.

8.2 Each Order placed for Products through the Site or any other means that we accept results in a separate binding agreement between you and us for the supply of those Products. For each Order accepted by us, we will supply the Products in that Order to you in accordance with these terms and conditions.

8.3 If we reject an Order placed by you by any means, then we will endeavour to notify you of that rejection at the time you place the Order or within a reasonable time after you submit your Order and will refund your deposit within 15 business days of rejection.

9. Cancelling an Order (by Us)

9.1 Prior to the dispatch of an Order, we may cancel all or any part of an Order (including any Orders that we have accepted) without any liability to you for that cancellation if:

9.1.1 the requested Products in that Order are not available; or

9.1.2 there is an error in the Price or the product description posted on the Site or in any price list or any other sales platform in relation to the relevant Product in that Order;

9.1.3 that Order has been placed in breach of these terms and conditions; or

9.1.4 we are unable to supply or deliver the Product to you as a result of a Force Majeure Event.

9.2 If we do so, then we will endeavor to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled Order if we cancel it before the delivery date or if you are not at fault or in breach of these terms and conditions. Any payment made by you will be refunded within 15 business days of the date of cancellation.



10. Cancelling an Order (by You)

- 10.1 Subject to clause 11, Orders may only be cancelled or changed by within 24 hours following the submission of the Order via this Site or via any other method of sale (time being of the essence). Orders may not be cancelled after this time.
- 10.2 Should you wish to correct your delivery address or contact details prior to the Order being dispatched, please contact us and we will endeavor to assist you.

11. Returns & Refunds

- 11.1 We do not offer refunds or exchanges for incorrect purchases or change of mind.
- 11.2 If you cancel an Order under clause 10.1, we will offer you a credit note to the value of Price paid by you for the Products.
- 11.3 If any Product is faulty or not of merchantable quality, then please contact us by email at studio@origine.com.au within seven (7) days of delivery of the Product and one of our Customer Service Team will assist with your request.

We will evaluate your return request and send you full return instructions and return address. The postage cost for the return will be borne by you except where Origine subsequently deems the returned Product faulty or not of merchantable quality, in which case Origine will refund the postage cost to you.

Subject to the requirements of Australian Consumer Law, if we deem a returned Product to be faulty or not of merchantable quality, we will at our sole discretion and at our cost:

- 11.3.1 repair and re-deliver the Product to you;
- 11.3.2 provide a replacement Product;
- 11.3.3 offer you a credit note; or
- 11.3.4 offer you a refund.
- 11.4 Unless you notify us to the contrary by email within seven (7) days of delivery of any Products and such notification is confirmed by return email within seven (7) days of its receipt by us, the Products shall be deemed to have been accepted by you.
- 11.5 We cannot guarantee the colour of Products as depicted on the Site or in other printed materials provided by us due to variances beyond our control such as computer monitor settings. All samples presented by us or seen on our site and printed material are considered indicative and variations in colour, or grain may occur due to the nature of natural materials and handcrafted, artisanal products. The client accepts these variations by making the order. Colour changes in materials may occur over time and shall not be grounds for return of the product.
- 11.6 On delivery of Products, you must immediately check the quantity against the delivery confirmation and visually inspect the Products for their quality and condition.
- 11.7 You will be deemed to have:
 - 11.7.1 accepted each Product received in a delivery from Origine;
 - 11.7.2 acknowledged that you are satisfied as to all of the quantity, condition, and quality of that Product;
 - 11.7.3 to the maximum extent permitted by law, waived any rights you have to make claims against Origine relating to the quantity, condition, or quality of that Product; and
 - 11.7.4 assumed full responsibility for the maintenance of the quality, and condition of that Product after its delivery by Origine,

unless you give Origine a written notice setting out the nature of any defects within two (2) days of the delivery of the Product.

12. Delivery of Products

- 12.1 The Lead Times displayed on this Site or otherwise indicated by us at the time you place your Order are estimates only. We will not be liable to you if the Products are not produced in accordance with the Lead Times.
- 12.2 Unless otherwise agreed in the Order accepted by us, we will arrange for the freight of the Products to the delivery address at your cost.
- 12.3 We will use our preferred carrier for delivery of the Products.
- 12.4 We will contact you by telephone or email on receipt of your Order to notify you of the indicative delivery date and to arrange delivery times with you.
- 12.5 Delivery times given by Origine are estimates only and we accept no liability to you or to any other person if we are unable to deliver Products within an estimated delivery time.
- 12.6 Where you are unable to take delivery of the Products when the Products are ready, we are entitled to store the Products without liability and at your sole cost and risk.



- 12.7 If you are unable to accept delivery within 14 days from our first attempt to contact you, a weekly storage fee will be payable by you. Storage fees will be invoiced to you on a weekly basis until delivery has been completed and must be paid in full prior to final delivery.
- 12.8 If there is no one available to accept delivery on the pre-arranged delivery date, you will be charged for transport and re-delivery costs.

13. Risk and Title

- 13.1 Title in the Products will pass to you upon receipt by us of payment of the Price in full.
- 13.2 Risk in the Products will pass to you upon dispatch of the Products by us, unless otherwise agreed by us in writing.

14. Force Majeure

- 14.1 Origine is not responsible for any failure to perform its obligations under these terms and conditions if it is prevented or delayed in performing those obligations by or in connection with a Force Majeure Event.
- 14.2 We will notify you as soon as practicable of any interruption to production, supply or delivery as a result of a Force Majeure Event.
- 14.3 A delay in supply, production and/or delivery of the Product to you arising from or in connection with a Force Majeure Event will not entitle you to cancel the Order and our policy under clause 10 will continue to apply.

15. Your Obligations

- 15.1 You covenant and warrant that:
- 15.1.1 all information and data provided by you to us through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
 - 15.1.2 the person receiving the Products at the Delivery Address is authorised by you to do so;
 - 15.1.3 you have and will comply with all relevant laws relating to your use of the Site and your placement of any Order to us;
 - 15.1.4 you will promptly advise us of any changes to your information provided to us;
 - 15.1.5 you are responsible for any costs associated with your access to or use of the Site, including Internet access fees;
 - 15.1.6 you will check the labels on the Products (if applicable) before use;
 - 15.1.7 you have satisfied yourself as to the colour, texture, pattern, weight and style of a Product before placing a Bulk Order; and
 - 15.1.8 if you are direct by us to assist in any suspension of supply or recall of Products required in accordance with applicable law, you will cooperate and comply with all such reasonable directions to ensure the most effective response to the suspension or recall.
- 15.2 You must not:
- 15.2.1 use the Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
 - 15.2.2 use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;
 - 15.2.3 make fraudulent or speculative enquiries, purchases or requests through the Site;
 - 15.2.4 use another person's details without their permission or impersonate another person when using the Site;
 - 15.2.5 post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
 - 15.2.6 tamper with or hinder the operation of the Site;
 - 15.2.7 knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
 - 15.2.8 use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
 - 15.2.9 modify, adapt, translate or reverse engineer any portion of the Site;
 - 15.2.10 remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
 - 15.2.11 reformat or frame any portion of the web pages that are part of the Site;
 - 15.2.12 create accounts by automated means or under false or fraudulent pretenses;
 - 15.2.13 use the Site to violate the security of any computer or other network or engage in illegal conduct;
 - 15.2.14 take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
 - 15.2.15 use the Site other than in accordance with these terms and conditions; or
 - 15.2.16 attempt any of the above acts or engage or permit another person to do any of the above acts.



16. Warranty and Liability

- 16.1 Origine accepts liability for all legal guarantees and warranties expressed or implied to the transactions under the Australian Consumer Law, or any other legislation in each State and Territory of Australia, the effect of which cannot be excluded.
- 16.2 Our Products may come with guarantees that cannot be excluded under the Australian Consumer Law. You may be entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.
- 16.3 We represent and warrant that the Products are:
- 16.3.1 of merchantable quality; and
 - 16.3.2 do not have a safety defect or defect, within the meaning of Australian Laws.
- 16.4 Where we are permitted by law (and subject to clause 16.1):
- 16.4.1 we do not warrant or represent the suitability of the Site or a Product for any purpose; and
 - 16.4.2 we do not warrant the colour, texture, pattern, weight or style of Products as depicted on the Site or other printed material provided by us; and
 - 16.4.3 we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the Site or the Product.
- 16.5 To the maximum extent permitted by law, under no circumstance will we be liable for any loss or damage caused by your reliance on information or Products obtained or purchased through the Site.
- 16.6 To the fullest extent permitted by law, our liability for breach of any guarantee, which cannot be excluded, is limited at our option to, in the case of Products or services supplied or offered by us which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:
- 16.6.1 the supply of the Products or services again; or
 - 16.6.2 the payment of the cost of having the Products or services supplied again.
- 16.7 Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified:
- 16.7.1 we exclude all liability (including liability arising as a result of its negligence) for any indirect or consequential expenses, losses, damages or costs, loss of profit, lost revenue, business interruption and loss of data incurred or suffered by or awarded against you under or in any way connected with this Site; and
 - 16.7.2 we limit our liability in relation to any direct loss to the purchase price of the Product the subject of the claim (excluding delivery fees or any other charges).
- 16.8 Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

17. Termination and/or Suspension of Account

- 17.1 We may terminate this agreement for convenience at any time on notice to you. Without qualifying the foregoing, we may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if we reasonably suspect that you have committed a fraudulent act and/or you breach these terms and conditions.

18. General Provisions

- 18.1 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
- 18.2 This agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

19. Disputes

- 19.1 A party must not start court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this clause.
- 19.2 A party claiming that a dispute, difference or question arising out of this agreement, including a question as to whether certain services are in scope or not, has arisen (**Dispute**) must give the other party notice of the details of the Dispute (**Dispute Notice**).
- 19.3 The parties must negotiate in good faith a resolution to the Dispute.
- 19.4 If the parties are unable to resolve the Dispute within 14 days of the Dispute Notice being issued, the parties must refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited for resolution in accordance with the Conciliation Rules of the Australian Commercial Dispute Centre.



- 19.5 if the parties cannot resolve a Dispute in accordance with the escalation procedure in this clause, each party may commence court proceedings.
- 19.6 If a party breaches this clause in relation to a Dispute, the other party need not comply with this clause in relation to that Dispute.
- 19.7 The parties must continue to perform their respective obligations under this agreement pending the resolution of a Dispute.
- 19.8 Each party must pay its own costs of complying with this clause.

20. Notices

- 20.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:
- 20.1.1 in writing, in English and signed by a person duly authorised by the sender; and
- 20.1.2 hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Order or the customer's account, as varied by any Notice given by the recipient to the sender.
- 20.2 A Notice given in accordance with this clause takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
- 20.2.1 if hand delivered, on delivery;
- 20.2.2 if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- 20.2.3 if sent by email, when the sender's email system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

21. Privacy Policy and Your Personal Information

- 21.1 Refer to the Privacy Policy, which form part of these terms and conditions.

22. Definitions

- 22.1 Capitalised terms used are defined in these terms and conditions.
- 22.2 The definitions used in these terms and conditions apply across all of our policies and the Site, unless the context requires otherwise.
- 22.3 In these terms:
- "Australian Consumer Law"** means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth) and any equivalent State or Territory.
- "Australian Laws"** means all applicable laws of Australia and its states and territories, including the Australian Consumer Law.
- "Business Day"** means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received.
- "Force Majeure Event"** means an act of God, pandemic, epidemic, fire, lightning, earthquake, explosions, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind not relating solely to the party affected, and any other event which is not within the reasonable control of the party affected but does not include any act or omission of the other party.
- "GST"** has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Intellectual Property"** means all current and future registered and unregistered rights in respect of copyright, trade marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation 1967.
- "Lead Times"** means the manufacturing lead time between the initiation and completion of the production process in relation to a Product.
- "Liabilities"** means all direct and/or indirect liability for: costs; damages; losses; claims, causes of action, accidents; injuries; deaths; law and traffic violations; and expenses including but not limited to legal fees.
- "Minimum Order Quantity"** or **"MOQ"** or means the minimum amount of a Product that the customer must Order in order to purchase the Product for a reduced purchase price, as determine by Origine in its sole discretion.
- "Order"** means an order made by a customer to purchase Products from Origine through the Site or any other method of sale accepted by Origine.
- "Price"** means the total price or prices set out in the order, in accordance with clause 7.3 of these Terms and Conditions. The Price includes includes freight, duties and taxes payable on the Products upon delivery to Australia. The Price excludes delivery within Australia. You will be responsible for the local delivery charges, unless otherwise agreed by Origine in writing.
- "Product"** means each good or service that is advertised on the Site.

