



## **OZ GROCER ORDER & DELIVERY TERMS AND CONDITIONS**

OZ GROCER  
5503 55 Swanston Street, Melbourne VIC 3000  
[www.ozgrocer.com](http://www.ozgrocer.com)

### **STATEMENT**

In these terms and conditions, OZ GROCER Pty Ltd is referred to as “OZ GROCER” “OZG” “we” “our” or “us”. The purpose of these terms and conditions is to describe OZ GROCER business practices and your obligations as the user of our website. The website of [www.ozgrocer.com](http://www.ozgrocer.com) (the “Site”) and its contents is owned by OZ GROCER Pty Ltd (ABN 30 643 107 948).

OZ GROCER reserves the right to alter, update, amend or change these terms and conditions without prior notice. You are fully responsible for reviewing these terms and conditions as such alterations or amendments of the terms and conditions will govern your continued use of the site.

The website and information offered to you conditional to your acceptance without modification of the terms, conditions, and notices contained herein (OZ GROCER ORDER & DELIVERY TERMS AND CONDITIONS). The use of this Site by you constitutes your agreement to comply with these terms and conditions.

The term of “you” in these terms and conditions refers to all individuals or entities accessing or using this website for any reason. Individuals in these terms and conditions mean persons who are over 18 years of age who are either Australian or Foreign Residents and accessing this facility from our website. The suppliers and the third party agencies/representatives in these terms and conditions mean all external third party providers in which OZ GROCER engages in the Site.

We, in our sole discretion, reserve all the rights to reject or to refuse providing our service to any individual for any reason. OZ GROCER will not be responsible for any loss or damage, and any cost incurred by you due to our rejection or refusal to provide the service from our On-Line Ordering Facility.



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## NOTICE OF AGREEMENT

Our website is designed to assist you conveniently purchasing grocery products and services within Australia and overseas. Products and services offered by us on the Site may change at any time without notice. Accordingly, OZ GROCER, at its sole discretion, may also need to change, without limitation, the restrictions, terms, conditions, prices, details, applicable taxes, charges, and any other associated costs of relevant products and services from time to time without notice.

The Site is provided for you to purchase grocery products and services for your personal and business use only. You must not use the Site for commercial purposes. You must not use the Site for speculative trading or investment, or any other purposes. You must not vary, modify, distribute, copy, display, perform, reproduce, publish, license, transfer, retransmit, lend, or sell any information, software, products or services obtained from the Site. Any breaches or violations of these terms and conditions by you may result in legal action being taken by OZ GROCER against you.

When you purchase a product from our website, means you have read and agreed to our Website Terms of Use, these terms and conditions, our Refund Policy, and our Privacy Policy.

These terms and conditions shall prevail when there is any inconsistency between our Website Terms of Use and these terms and conditions.

Should you not agree with our terms and conditions, you must not use and must not purchase a product through our website or by contacting our Customer Service Centre via email or phone.

## PROHIBITED USE AND REDISTRIBUTION RIGHTS

By using the Site, you have agreed that you will not use the Site for any purpose that is unlawful or prohibited by these terms and conditions. The site is not intended for distribution to, or use by, any individual or entity in any jurisdiction or country where such distribution of use would be contrary to local law or regulation. You also fully agree that you will not redistribute, amend, copy, or commercially use any data, information or materials found on the Site without OZ GROCER's written permission, which permission may be withheld in OZG's sole discretion.



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## INTELLECTUAL PROPERTY, CONTENTS, LICENSE AND COPYRIGHT

The Site is protected by Australian and International copyright law, intellectual property rights, and treaty provisions. Logos, trademarks, license, business names, trading names, products, technology, graphics, images, layouts and all of the Site contents owned by OZ GROCER Pty Ltd or by other third party agencies/suppliers. You may copy or use the information or contents on the Site subject to written permission of OZ GROCER. You must not breach or violate any third party's intellectual property rights in any jurisdiction in using this Site.

## ORDER PROCESSES

In order to comply with the relevant laws and regulations, it is mandatory that you must provide the requested information for us to process your order. We reserve the rights to request further information from you in order to process, authenticate, or verify your order. We will use variety of procedures to authenticate, verify, and monitor each order and each transaction. OZ GROCER reserves the right to cancel your order or refuse to process your order if you fail to supply the required information to authenticate or verify your order.

You must follow the instructions and complete mandatory ordering information in order to place an order in our website. You could correct errors or mistakes in your order before clicking the submit button to submit your order. You must complete your order before your session times out. Otherwise you will need to restart the order process again. By submitting your order, you have confirmed that all relevant information and details submitted in the order are true and correct in all respects. You will not be able to correct any errors or mistakes in the order once submitted.

You will not be able to cancel any orders once submitted. Please read our [Refunds Policy](#) for further details.

When we deliver your order to your home address, either within Australia or overseas, your personal information and details will be collected for the purpose of verification and identification.



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## PRICES, DELIVERY FEES, TAXES

All prices displayed in the Site are extremely competitive. OZ GROCER reserves the rights to modify or amend prices, delivery fees, and taxes for commercial reasons. Some prices and delivery fees displayed in the Site may be subject to additional fees, surcharges, and taxes, levied by the suppliers or by the third party agencies/ representatives. Prices, delivery fees and taxes are set in AUD (Australian Dollar) unless specified otherwise in the Site. All prices, delivery fees, surcharges, and taxes in the Site are subject to change from time to time without prior notice. OZ GROCER shall not be responsible or liable to prices, fares, fees, and taxes charged by the suppliers or the third party providers/agencies/representatives as they may change from time to time without prior notice. All prices, fees, and taxes are also subject to relevant/applicable taxes imposed by federal/state/local government. Applicable fees, taxes, and surcharges may be charged by the suppliers or the third party agencies/representatives in the event of ordering cancellation or an unsuccessful delivery attempt. Regardless of any circumstances, you must be responsible to indemnify OZ GROCER for the applicable fees, taxes, and surcharges levied by the suppliers or the third party agencies/representatives in the event of an order cancellation or an unsuccessful delivery attempt.

## TIERED PRICING DISCOUNTS

OZGROCER has tiered pricing discounts when you buy a product on certain quantities. We display this Tiered Pricing Discounts on each product that we sell on our website.

Our Tiered Pricing Discounts cannot be used in conjunction with any other offers or any other discounts that we have on our website.

Special category products and already discounted products are also excluded from our Tiered Pricing Discounts.



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**WE BEAT ANY PRICES & GIVE YOU 5% OFF WHEN YOU FIND CHEAPER PRICE ON THE SAME ITEM FROM ANOTHER AUSTRALIAN RETAILER\*\***

**\*\* TERMS AND CONDITIONS**

- 1) OZ GROCER will beat any Australian retail competitor's official quote, or price, after all associated transaction and delivery costs.
- 2) Official quote or price means price(s) obtained from a catalogue, webpage, screenshot on your phone, or similar provided by all Australian retail registered entity. OZ GROCER will not beat a written quote or a price from overseas companies or companies not registered in Australia.
- 3) The maximum amount a customer may claim is **the maximum quantity of (3) three of each product claimed.**
- 4) **EXCLUSIONS:**
  - OZ GROCER will not beat a competitor's quote or price when the quote or price provided by the competitor is more than or better than the price that OZ GROCER pays to its supplier/wholesaler.
  - Liquidated Stocks
  - Clearance / Discounted / Discontinued Products
  - Part of Promotional Offer, including coupon/voucher offers and cash back offers
  - Short dated product/item, normally within 5 month of its best before/use by date
  - Out of Stock product/item
  - Exclusive pricing or price which is not available to the public
  - Overseas orders and offers
  - Delivery Fee(s) excluded
- 5) Quotes must be in writing and verbal quote is not accepted. OZ GROCER must be able to verify the competitor's price or quote, using its own method, at the time when a claim is being made. We need at least 24-48 business hours to verify your claim from the time when we receive your order or email request.
- 6) **How to claim On-line:**
  - You need to place your order and pay your order in full with us.
  - Email us your order number together with the URL / Direct link of the product on the competitors' website it is being advertised on.
  - Once your claim has been approved by us, we will email you to confirm your bank account details and we will refund you the difference for the beaten price.
- 7) Your claim is subject to stock availability at OZ GROCER at the time when a claim is being made.
- 8) OZ GROCER reserves the right **NOT** to beat any prices/quotes/ from any competitors if you **FAIL** to comply with the above terms and conditions.
- 9) OZ GROCER reserves the right to alter, update, amend, change, or terminate these terms & conditions without prior notice.



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## PAYMENT METHODS

We do not accept cash payment in our warehouse or when we deliver your order to you. All order must be paid in advance using below secure payment methods:

- Direct Transfer to our Bank Account below:

ANZ Bank

Account Name: OZ GROCER Pty Ltd

BSB: 013 160

Account Number: 640 781 984

(Please type in your Order Number as the Reference No. when you make payment to our bank account)

- Credit/Debit Card
- PayPal Payment

When you pay us through Direct Transfer to our Bank Account, we give you a discount cashback automatically on your total invoice. Cashback means we give you a discount from the total amount on your invoice. We will deduct automatically on your total amount before you process to our Checkout page. Our Delivery Fee is excluded from this Cashback or this particular Discount. It may take us up to 24 working hours in order to see your payment(s) in our bank account.

Payments using a Credit/Debit Card and PayPal may incur an extra fee or surcharges from us.

## EXCHANGE RATES

Exchange Rates in the Site are subject to change from time to time without prior notice. We may use both dynamic and static exchange rate mode in determining our exchange rates in the Site. We have different exchange rates for certain delivery destinations. Our dynamic exchange rates model is updated frequently as we are aiming to provide you with the most competitive exchange rates. The chosen exchange rate will be the applicable exchange rate for your order/transaction. Your order information and the applicable exchange rate are also set out in the confirmation email. Failure to submit your order within specific timeframes will result an automatic update on the applicable exchange rate for your transaction.

Applicable exchange rate for your order is absolutely non-negotiable once your order is submitted.



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## PRODUCTS & SERVICES

You could only purchase those products and services listed in the Site. The available products and services for you to purchase in the Site are subject to change from time to time at our sole discretion without prior notice.

Available products and services are subject to availability from OZ GROCER Pty Ltd or from the suppliers or the third party providers/agencies/representatives. Some products and services are NON-REFUNDABLE.

Certain products and services are subject to limited quantities and limited delivery distances. We reserve all the rights to limit the sales of our product(s) and to limit the delivery service of our product(s) to any persons and to any businesses from time to time at our sole discretion without prior notice.

All products and services displayed in our website may be discontinued at anytime. Photos, colours, and images used to display our products and services in our website may not be as accurate as the actual products and services that you will receive upon the delivery.

OZ Grocer does not warrant that quality of delivered products and services obtained by you will meet your personal expectations or your business expectations. OZ Grocer must not be held responsible to any errors or any mistakes that may occur to our products and services, including but not limited to the expired product or the expired service.

## PRODUCT & DELIVERY SERVICE RESTRICTIONS

Product limits and service availabilities are subject to a country's customs and International border's regulations and restrictions. We reserve the rights, at our sole discretion, to update service availabilities and product limits based on the destination country from time to time without prior notice.

OZ GROCER recommends that you always check and read the relevant laws and regulations of the country you are delivering to via the relevant government website.



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## **PROHIBITED/DANGEROUS/HAZARDOUS GOODS OR ITEMS**

Some items and goods are not allowed to be taken inside the aircraft or a cargo ship. Each airline and each cargo ship company has different policy against prohibited/hazardous goods or items. It is your obligation to check this issue with the relevant airline.

In Australia, you can visit the link below to assist you in finding some useful information about prohibited/hazardous goods:

- <http://travelsecure.infrastructure.gov.au/onboard/>

## **PRODUCT LABELLING & PACKAGING**

We strongly recommend that you carefully read the labels and instructions on consumables and food products prior consumption.

Some imported goods and items, including those goods coming from outside of Australia or overseas, may have different quality of ingredients and packaging with those similar products made directly to Australian market and those available in Australia.

## **PRODUCT EXPIRY DATE / BEST BEFORE DATE POLICY**

We have a policy to supply product(s) at least 30 days beyond its “Best Before” date. Each product “Best Before” date or “Expiry Date” is stated on the “Product Description” section.

You must be aware that product(s) sold beyond its “Best Before” date will definitely have different quality attributes, including but not limited to its texture, colour, taste, flavour, and specific qualities implied on its packaging or labeling. We do not sell product(s) labeled “Use by” or “Expiry on” beyond its expiration date.

Regardless of any circumstances, OZ Grocer cannot be held responsible that quality of delivered products obtained by you will meet your personal expectations or your business expectations. OZ Grocer must not be held responsible to any errors, damages, liabilities, or any mistakes that may occur to our products and services, including but not limited to the product(s) sold beyond its “Best Before” date. You are fully responsible when you purchase this product(s) sold beyond its “Best Before” date.





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## DISCOUNT & VOUCHER/COUPON CODE

Discount/voucher/coupon code can only be used for a single transaction and cannot be used in conjunction with any other discounts and offers.

## INSURANCE COVER

Insurance Cover for your order is highly recommended for both domestic and International deliveries. Please check our [Extra Insurance Delivery Cover](#) for further details.

## PAYMENT OF YOUR ORDER, ON-LINE PAYMENT SURCHARGES & EXCHANGE RATE CONVERSION

We accept payments via Electronic Fund Transfer (EFT) directly to our Bank Account, a Debit/Credit Card, and a PayPal Account as a payment method for your order.

When you make an on-line booking or purchasing our products and services from our website, you must pay everything in full at the time of the booking.

Most of banks and credit/debit card companies charge a processing fee or a transaction fee to their members/clients/accountholders. You must check and confirm the associated fees and charges from your bank or your credit/debit card provider prior using your credit/debit card to make payments in our website. This so called a" transaction/processing" fee may attract an additional surcharge ranging from 0% up to 11% from your total amount due, depending on your bank or your credit/debit card provider.

OZ GROCER cannot be held liable to any additional fees and surcharges levied by your bank or your credit/debit card provider. You must check and confirm the relevant transaction fees/surcharges from your bank or your credit/debit card provider prior making payment in our website. When you pay through Electronic Fund Transfer (EFT) from your bank account to our bank account, you must pay your order within 90 minutes of the placement of your order(s) in our website.

**YOUR ORDER MAY BE CANCELLED IF NOT PAID VIA ELECTRONIC FUND TRANSFER (EFT) WITHIN 90 MINUTES OF THE PLACEMENT OF YOUR ORDER(s) IN THE SITE.**



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By using our website, for any reasons, you have also agreed and consented that we reserve the rights to charge you any additional fees/surcharges which may be imposed by our banks and our third party payment processors. When your payment is not received by us on time in our bank account, for any reason, you must make payment to us immediately when we ask you to do so.

### **DECLINED CARD**

When your credit card is declined for any reasons, you must deposit electronically to our bank account (EFT) within 90 minutes, to guarantee us that you will settle any outstanding amounts owed to us.

### **CHARGEBACK ON CREDIT CARD PAYMENT**

Regardless of any circumstances, once you have made full payment by credit card to us, you cannot seek any remedy, any damage, or any chargeback to us if any suppliers fail to provide the service which was contracted to you. You must seek remedy or chargeback from the relevant supplier, but not to OZ GROCER Pty Ltd.

### **FRAUD & SCAM PREVENTION**

It is your responsibility to ensure all order details submitted to us by you, including spelling, are correct. OZ GROCER will not be responsible to any errors in your booking details caused by you. You must use the same full name as in either your Passport, or your Driver License, or your Bank Statement in order to make order(s) in our website.

We may decline to process your order(s) when we suspect that your order(s) or transaction(s) is considered suspicious, or unusual, or illegitimate. OZ GROCER may not be able to process your order(s) due to differentials on your order details, name, and credit/debit card.

Any errors in spelling your full name in your order details will result 100% cost of the booking. You will not receive any refunds/compensations whatsoever from us and also from the relevant supplier or the relevant third party agency. Some products are non-refundable. Please be extremely vigilant prior make order(s) from our website. You must read the relevant Refund policy together with the applicable terms and conditions prior making any payment(s).



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## **CONFIRMATION OF YOUR ORDER AND PAYMENT**

Once you click the submit button, our On-Line Ordering Facility will display the summary of your order in details. You cannot change any order that has been submitted to us.

We, at our sole discretion, reserve the rights to refuse or to process any order that we receive.

You will receive an email confirmation from us to notify that your payment has been received by us and your order is delivered to the nominated address. The email confirmation will also display the delivery day for you to receive your order.

## **CONSIGNMENT & DELIVERY DATE**

It is your responsibility to allow sufficient time to receive your order. We strive to our commitment to dispatch your order(s) the next working day or immediately once we have received your payment in full in our bank account.

## **DELIVERY WITHIN AUSTRALIA**

When you have received the notification email from us that your order has been dispatched from our warehouse, please allow 2-5 business days for metro or CBD deliveries and 4-8 working days for regional and remote areas.

Some regional and remote areas deliveries will not be delivered door to door. Delivery for regional and remote areas may be delivered to Australia Post Office or a third party courier local depot. You will be contacted to collect your order from that collection point. PO Box address is prohibited. Delivery to remote/rural and regional areas may incur some additional costs and times.

## OZ GROCER DELIVERY INFORMATION



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### FREE “KERB SIDE” PICK UP

“KERB SIDE” Pick up is the fastest way for you to pick up your order.

There is **“NO MINIMUM SPENDING”** required for “KERB SIDE” Pick Up and it is **“FREE”**.

### Kerb Side Pickup Procedures

1. In the checkout option, ensure to select “Kerb Side Pickup” as the “shipping option”

A screenshot of a shipping selection menu. The word 'Shipping' is on the left. Three options are listed with radio buttons: 'FREE Kerb Side Pickup - (Wednesday & Friday between 17:00AEST - 20:00 AEST except public holiday)' which is selected, 'PARCEL POST + SIGNATURE: \$17.40', and 'Sendle Delivery Service: \$30.90'.

2. Please note the pickup timing, it will be best if you could advise us of the exact date and time of your arrival based on the below available time to ensure a smooth process.
  - a. Kerbside pick-up times are:
    - i. Wednesday – 17:00 – 20:00 AEST (except public holiday)
    - ii. Friday – 17:00 – 20:00 AEST (except public holiday)
3. On the day, please proceed to our warehouse area at **“25 Hume Street Huntingdale”**.
4. Park your car right in front of our warehouse loading door to load your box.
5. Call our line at **(03) 8522 1808 / (+61) 450 660 186 / (+61) 402 657 707** upon your arrival and stay inside your vehicle while waiting.
6. Please show our staff your **ID** and copy of your **invoice** (either print copy or screenshot from your mobile) once our staff come out with your order.
7. Once your ID has been verified and the collection form has been signed, you can load your parcel/order into your car.



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Following are OZ GROCER delivery fees:

DESTINATION	Spending < AU\$139.99*	Spending AU\$139.99*-AU\$ 149.99*	Spending > AU\$ 149.99*
MELBOURNE CBD & METRO (unlimited weight)	AU\$8.99	FREE	FREE
VIC V1 (unlimited weight)	AU\$9.75		FREE
GEELONG, BALLARAT, WODONGA, VIC COUNTRY (unlimited weight)	Our Delivery Fee is displayed automatically on the Checkout Page once you have entered your Full Name & Address. Please select from the available Courier options.		
INTERSTATE within AUSTRALIA (unlimited weight)	Our Delivery Fee is displayed automatically on the Checkout Page once you have entered your Full Name & Address. Please select from the available Courier options.		

\*Threshold amount is the final amount that needs to be paid after all surcharge and all applicable discount(s)

The weight of our packaging with bubble box wraps is approximately **1kg**.

Your order(s) may be separated by us should the limit of each consignment is reached.

#### INTERNATIONAL DELIVERY(s) & WHOLESALE ORDER(s)

*(Please contact/email/live chat with us directly for an accurate shipping rates and details)*

*(We have delivery and insurance options for pallet size)*

*(Pallet size order is insured up to AUD 2,000 in value for each pallet)*

Please notify us immediately via live chat / email should you are unable to find your postcode automatically on our checkout page



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## **DELIVERY ZONES & POSTCODES**

### **Melbourne CBD & METRO V0**

**3000-3062, 3064-3098, 3101-3138, 3140-3210, 3800-3801, 8000-8999, 9999**

### **VIC V1**

**3063, 3099-3100, 3139, 3335-3341, 3427-3443, 3750-3799, 3802-3811, 3910-3920, 3926-3944, 3975-3978, 3980-3983**

### **Geelong GL VIC**

**3211-3220**

### **Ballarat BR VIC**

**3350, 3353-3356**

### **VIC Country V2**

**2648, 2715, 2717-2719, 2731-2739, 3221-3334, 3342-3349, 3351-3352, 3352-3426, 3444-3688, 3691-3749, 3812-3909, 3921-3925, 3945-3974, 3979, 3984-3999**

### **Wodonga VIC V3**

**3689-3690**

### **Sydney Metro N0**

**1000-1935, 2000-2079, 2085-2017, 2109-2156, 2158, 2160-2172, 2174-2229, 2232-2249, 2557-2559, 2564-2567, 2740-2744, 2747-2751, 2759-2764, 2766-2774, 2776-2777, 2890-2897**

### **Brisbane Metro Q0**

**4000-4018, 4029-4068, 4072-4123, 4127-4129, 4131-4132, 4151-4164, 4169-4182, 4205-4206, 9000-9725**

### **Adelaide Metro S0**

**5000-5113, 5115-5117, 5125-5130, 5158-5169, 5800-5999**



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**Perth Metro W0**

6000-6030, 6036, 6050-6066, 6069, 6076, 6090-6110, 6112-6120, 6147-6160, 6162-6175, 6180, 6182-6206, 6210, 6800-6990, 6992-6996

**Tasmania Metro T0**

7000-7019, 7050-7053, 7055-7108, 7172, 7248-7254, 7258-7329, 7800-7999

**Sydney N1**

2080-2084, 2108, 2157, 2159, 2173, 2230-2231, 2508-2514, 2555-2556, 2560-2563, 2568-2574, 2745-2746, 2752-2758, 2765, 2775, 2778-2786

**Gosford GF**

2250-2263

**Wollongong WG**

2500-2507, 2515-2532

**Newcastle NC**

2282-2310

**Canberra CB**

200-299, 2600-2620, 2900-2920

**NSW Country N2**

2264-2281, 2311-2484, 2487-2499, 2533-2554, 2575-2599, 2621-2639, 2642-2647, 2649-2707, 2710-2714, 2716, 2720-2730, 2787-2879

**Albury N3**

1936-1999, 2640-2641, 2708-2709



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**Tweed Heads N4**

2485-2486

**Gold Coast GC**

4210-4224, 4226-4269, 9726-9919

**Sunshine Coast SC**

4550-4579

**Ipswich IP**

4300-4308

**Brisbane Q1**

4019-4028, 4069-4071, 4124-4126, 4130, 4133-4150, 4165-4168, 4183-4204, 4207-4209, 4270-4299, 4500-4549

**QLD Country Near Q2**

4309-4453, 4580-4693

**QLD Country Mid Q3**

4454-4499, 4694-4802, 4804-4805, 9920-9960

**QLD Country North Q4**

4803, 4806-4999, 9961-9998

**Coolangatta Q5**

4225

**Adelaide S1**

5114, 5118-5124, 5131-5157, 5170-5200

**SA Country S2**

2880-2889, 5201-5749





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**WA Country South W2**

6215-6700

**WA Country North W3**

6701-6797

**Christmas & Coco Island W4**

6798-6799

**Perth W1**

6031-6035, 6037-6049, 6067-6068, 6070-6075, 6077-6089, 6111, 6121-6146, 6161, 6176-6179, 6181, 6207-6209, 6211-6214, 6991, 6997-6999

**Tasmania T1**

7020-7049, 7054, 7109-7150, 7155-7177, 7173-7247, 7255-7257, 7330-7799

**Northern Territory Near NT1**

800-802, 804-821, 828-851, 853-853, 860-861, 870-871, 873-879, 906-999

**Northern Territory Remote NT2**

803-803, 822-827, 852-852, 854-859, 862-869, 872-872, 880-905

**Norfolk Island NF**

2898-2899

**Antartic Territory AAT**

7151-7154

**Other postcodes which are not listed above are considered as INTERSTATE Delivery (within Australia)**

**All delivery destinations, postcodes, and zones are subject to change without prior notice**



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You must sign when you receive the delivery of your order at the nominated address.

Delivery and consignment times vary and are not guaranteed. Delivery and consignment times may vary depending on the operating hours of the third party delivery agencies or representatives. Delivery and consignment times may also be subject to delays due to operational reasons which are beyond our control.

By ordering with us, you have agreed, accepted, and authorised us to hold your order(s) that you have ordered until that order has been delivered to you.

There is a cut-off time for making payment using EFT or Direct Bank Transfer. When you order after 12.00 pm AEST (Australian Eastern Standard Time), please allow 1 extra business day for us to receive your payment into our bank account and to process your order.

You will receive an email confirmation to notify you that your payment has been received in our bank account.

Final email confirmation to notify that your order is on the way to the nominated address will be sent once your order has been dispatched from our warehouse.

You cannot change the nominated delivery address of your order once you submit your order.

When you are not home when the delivery arrives or at the time of delivery, your order may be taken to the nearest local post office in your area.

A Collection Card, which consists of all relevant contact and delivery details, will be left at the delivery address.

Please bring your valid Photo Identification together with the Collection Card in order to collect your order from the selected local Post Office or a local depot.

Re-deliveries cannot be made once your order has been taken to the nearest local post office or a local depot.

Should you fail to receive/to collect your order or in the case that your order is returned to us, you must be responsible to indemnify OZ GROCER for the applicable fees, taxes, and surcharges levied by the suppliers or the third party agencies/representatives in the event of an order cancellation or an unsuccessful delivery attempt.



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We will reasonably endeavour to supply your order according to the day and time specified in the confirmation email, however, we cannot be held responsible should we fail to supply your order for whatever reasons. We will return your money in full. Refund will be automatically credited into your bank account.

It may take up to 2 weeks to refund your money into your bank account due to the banking system.

We may update the order period and delivery period from time to time, at our sole discretion, without prior notice.

### **WHOLESALE ORDER (VIC & INTERSTATE)**

All wholesale order is available for those with or without ABN/ACN Registration Number. There is **“NO MINIMUM SPENDING”** required for all Wholesale Clients to collect from our warehouse for **“FREE”**. All Wholesale Clients with/without ABN/ACN are able to collect from our warehouse for free during specific times.

All wholesale order for Interstate delivery will incur a Delivery Fee depending upon the order size, weight, and value. All pallet size order(s) is insured up to AUD 2,000 in value each pallet.

Please contact/email/live chat with us directly for an accurate shipping rates and details should you wish your order to be delivered to your business/warehouse address.

### **FRESH & FROZEN PRODUCTS**

Delivery of all fresh products will only be available in Victoria and will incur an extra delivery fee from AUD 9.99 (excluding GST) per order.

Delivery of all frozen products will only be available within 25km from our Warehouse which is located on 25 Hume Street, Huntingdale VIC 3166 Australia. There is an extra delivery fee from AUD 9.99 (excluding GST) per order to deliver frozen products to your door.



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### **INTERNATIONAL DELIVERY (outside Australia)**

International Delivery/Consignment may take longer than 30 business days from the day in which we have received your payment in our bank account. You must allow at least 30 working days to order for any International Delivery/Consignment. PO Box address is prohibited.

All International customers will be responsible for any taxes, import duties, customs costs, or any other relevant import costs or levies.

### **EXTRA CHARGE FOR INTERSTATE DELIVERY OF FRESH & FROZEN PRODUCTS**

Please contact/email/live chat us directly for an accurate shipping rates and details should you wish to place an order(s) for fresh and frozen products to be delivered interstate.

### **DELAYS**

Delays may occur during extreme weather conditions and during holiday/peak/busy seasons.

All deliveries to remote areas are subject to the schedules from the local transport or third party provider. Deliveries to remote areas may also subject to extended delays.

Please do not hesitate to contact us on [customer care@ozgrocer.com](mailto:customer care@ozgrocer.com) should you have any queries on your order and delivery issue.

We may update the order period and delivery period from time to time, at our sole discretion, without prior notice.

### **ORDER CANCELLATION**

Regardless of any circumstances, you cannot cancel or change your order once you have confirmed and made payment for your order.

You must go through our normal [Refunds Policy](#).



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## **DELIVERY & CONSIGNMENT FEES**

Delivery and consignment fees are vary depending on the destination, weight, and size of the consignment.

You can find out our Delivery/Consignment Fee once you type your full name and the nominated address on the provided column on the checkout page.

We reserve all the rights to amend or to change or to add any fee or commission, at our sole discretion, without prior notice.

## **USE OF COMMUNICATION FACILITIES**

The Site may contain forums, blogs, reviews, photos, videos, chat groups or other communication facilities which designed and provided to enable you to communicate with others. You must agree not to use these facilities to abuse, defame, distribute improper materials, harass, threaten or violate other relevant legal rights of others.

You agree to only use these communication facilities to mail, send, and receive messages and material that are appropriate, proper, and when applicable related to these Communication Facilities.

OZ GROCER does not have obligations to monitor the Communication Facilities and Services; however, OZG reserves rights to review and to remove any materials, at its sole discretion, without prior notice. OZG may also terminate your access to these Communication Facilities any time, without notice, for any reason whatsoever.



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## LINKS TO THIRD PARTY

The OZ GROCER website may provide links to other websites for customer convenience and information. We do not endorse or make any representatives and do not control those other sites or their privacy practices. We are not responsible for the privacy practices or the content of such websites. It is your own responsibility as customer to review the other sites privacy policy before submitting your Personal Information.

OZ GROCER shall not be responsible or liable to any dealings or transactions you may have with third parties (including advertisers). Any dealings with third parties included in the Site or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, or warranties associated with such dealings or promotions are solely between you and the other third party agencies.

Products and services offered by the third parties on the Site may change at any time without notice. Accordingly, OZ GROCER, at its sole discretion, may also need to change, without limitation, the restrictions, terms, conditions, prices, details, applicable taxes, charges, and any other associated costs of relevant products and services from time to time without notice.

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The use of the Site is at your own risk. OZ GROCER, including its directors, officers, employees, shareholders and other representatives are not responsible or liable to any loss or damage (including financial and negligence) you may suffer directly or indirectly as a result of accessing or using the Site, purchasing products or services offered on the Site, or downloading any content thereon.

To the extent required by applicable law, OZ GROCER does not represent and does not provide warranties of any kind regarding:

- Any information and materials provided by the third parties and accessible on or through the use of the Site;
- The results obtained by you from the use of the information, data, and materials from the Site;
- The accuracy, timeliness, the completeness or the up-to-dateness of any information contained within, or available through the access or the use of the Site, including but not limited to any related products, delivery services, exchange rates and associated fees and charges;
- The security, errors, viruses or defects which may interrupt you to access or use the Site;
- The suitability of the products and services described, displayed, offered or provided in the Site for you.

Regardless of any circumstances, this limitation of liability applies to all damages of any kind including but not limited to direct, indirect or consequential damages, compensatory, personal injury, loss of data, income or profit, loss of or damage to property and claims of third party.



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### **LINKS AND COOKIES**

The Site may contain links to other websites controlled or provided by other third party agencies, including non-affiliate of OZ GROCER. OZ GROCER do not endorse, promote, or recommend any products or services offered, advertised, or provided by such linked site, nor is OZ GROCER Pty Ltd is liable for any failure or defect of any products or services offered or advertised at such linked site. You are responsible to read, review and understand the privacy statements and terms of use posted at such linked site.

OZG disclaims liability of any information, data, report, materials, contents, products or services displayed, posted, or offered at any linked sites.

OZG do not use cookies to record any personal information. Your ability to access or use the Site may be limited or restricted if you disable the use of cookies on your web browser.

### **GOVERNING LAW**

The access and use of the Site and its contents shall be subject to all applicable laws and regulations of Victoria, Australia. OZ GROCER may enforce these terms and conditions in the jurisdiction of any OZ GROCER affiliate. You agree that the access or use of this Site will not create any partnership, employment, agency relationship, franchise or joint venture relationship between you and OZ GROCER Pty Ltd.

Regardless of any circumstances, you have unconditionally agreed to waive any right that you may have to object to an action being brought in any court. If any provision of these terms and conditions including the warranty disclaimers and liability limitations set above is found to be void, illegal or unenforceable for unfairness or any other reason, the remaining provisions of these terms and conditions shall continue in effect to the extent possible as if the invalid or unenforceable provision had never existed.



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## CHANGES & TERMINATION

OZ GROCER, at its sole discretion, may alter, change, amend, or terminate these terms and conditions without notice. Any breach or violation of these terms and conditions by you may result in immediate termination of your registration with the Site, your ability to access or use the Site, any agreement between you and OZ GROCER Pty Ltd, and/or any other service provided by OZ GROCER to you.

## DISPUTES & COMPLAINTS

Please do not hesitate to contact us when you have complaints and comments about our products and services. OZ GROCER takes this matter seriously. We will listen, acknowledge, understand, and do everything we reasonably can to solve the problem.

If your goods or items are still under a valid manufacturer warranty, we recommend that you firstly contact the relevant manufacturer prior to contacting us.

We would suggest you to contact us or contact the relevant Seller directly for goods and items purchased from an Independent Seller or from a third party agency on our website.

We will record your complaint, inform you of the progress, and provide a final response to you within 30 business days. Following are our complaint procedures:

- **Stage 1:** Contact us immediately via email ([customer care@ozgrocer.com](mailto:customer care@ozgrocer.com)). You need to provide us your complaint or comment in writing to help us efficiently resolve your complaint.
- **Stage 2:** Our Customer Service Team will conduct an internal investigation, inform you of the progress, and contact you with the results within 30 business days.

*These OZ GROCER Order & Delivery Terms and Conditions are updated on 19<sup>th</sup> of Oct 2021*