PENFOLD BY OFFICE CHOICE & THE BERRI OFFICE SHOP ORDERING TERMS AND CONDITIONS

INTRODUCTION

By visiting, viewing or ordering from our website you agree to acknowledge and be bound by the Terms and Conditions outlined in this agreement.

This Agreement outlines the trading Terms and Conditions bound to all Penfold by Office Choice and Berri Office Shop transactions incorporating but not limited to online, fax, phone and email ordering. Furthermore, this agreement outlines specific terms of use applicable to all aspects of our website.

The words **we**, **us**, **our** mean WCP Supplies Pty Ltd trading as Penfold by Office Choice and The Berri Office Shop with head office located at 56 Pym Street, Dudley Park SA 5008.

The words **you** and **your** refer to registered users, customers, resellers, associates, suppliers or general public visitors to our Web Site.

We may amend this Agreement at any time in our discretion by posting the amended terms on our Site. Except as stated below, all amended terms shall automatically be effective immediately after they are published. This Agreement may not be otherwise amended except through a written request from you (signed) and agreed by us (signed).

1. **GOVERNING LAW**

a. The Terms and Conditions of this agreement are governed by the applicable statutory rules and regulations enforced by the Federal Government of Australia and the applicable State Government of the user purchasing the goods.

2. **INTENDED USE**

a. All material including but not limited to text, images, multimedia, advertisements and downloadable content is published by us and made available to worldwide audiences. If you access this website outside of Australia, you do so at your own risk and you must comply with the rules and regulations enforced by your respective jurisdiction.
b. You agree differing terms and conditions exist between local (Australian) and international customers.
c. The general public of all ages may view all publicly available material and only copy it for personal use. You may only use material for commercial purposes when you have prior written consent from WCP Supplies Pty Ltd.

d. Registered users may be but not limited to general public, employees or representatives of companies, associations, governments or any other corporate entity.

3. DISCLAIMER & LIMITATION OF LIABILITY

a. All material on our website is provided to you "as is" and "as available". We do not warrant or guarantee the accuracy, adequacy or completeness of this material, and expressly disclaim liability for mistakes, misleading or absent information.
b. To the maximum extent permissible by law and unless otherwise specified, we do not warrant, guarantee or make any representations and warranties of any kind, whether express, implied or statutory.
c. Whilst we promise to actively combat malicious activities, we do not warrant, guarantee or make any representations our website will be safe from such behaviour including but not limited to viruses, hackers or denial of service attacks. Furthermore, we do not warrant, guarantee or make any representations that our website will be fully accessible at all times and disclaim any loss or damages as a result of it being unavailable.
d. To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of this site, or the inability to use this site by any party; or (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

4. METHODS OF ORDERING

a. INTERNET

Ordering over the Internet enables customers to access real time pricing and information of catalogue range; It also allows you to view order history, create regularly ordered product templates and many other features to save time and effort.

i. All online orders are treated as an express intention to purchase the nominated goods (Purchase Order) for the agreed online prices.
ii. You accept that other than Freight on Board (FOB) all other freight charges will not be included with your online purchase order. See Terms and Conditions of Delivery below.
iii. We reserve the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

b. BY PHONE, FAX OR EMAIL

Our customer service operators and dedicated Account Managers are ready to take orders and enquiries during normal business hours, Monday to Friday (excluding public holidays).

Please visit the “Locations” page of the Penfold by Office Choice web site for a list of State based contact details, including retail store locations and sales/distribution contact numbers.

Alternatively, generic ordering contact details can be found below;

Phone: 1300 1300 66
Fax: 1300 1300 67
Email: orders@penfoldoc.com.au

NOTE: All fax, phone and email orders are treated as an express intention to purchase the nominated goods (Purchase Order) for a previously quoted price.

5. PRICING

a. Unless otherwise specified, all prices on our website are quoted in Australian Dollars (AUD) and are inclusive of GST where applicable.

6. ORDER PROCESS

a. Unless previously quoted, you accept that a freight charge will be added to your order if the total is less than $50 including GST. This charge will automatically be added to your order and subsequently displayed in the “Checkout” prior to order submission. Similarly, a freight charge may also be added to your order for large/bulky items such as furniture or delivery of orders to regional or remote locations. In this instance you will be contacted by a representative to advise you of the freight charge applicable as it will NOT be added automatically during “Checkout” stage. Similarly, unless previously quoted, a freight charge may also be applied after the order has been submitted if delivery is required outside of SA, VIC, NSW or QLD. In this instance, you will be contacted prior to the charge being added.
b. For account customers, provided your account is not currently on hold, your order will be processed within 24hours and dispatched under normal circumstances. For retail or “Cash/Credit Card” customers. Your order will be processed within 24 hours of receiving cleared payment and dispatched under normal circumstances.
c. Customers will be notified via email or phone if delays in shipping are anticipated or if an ordered item is not available for delivery within the regular timeframe.

7. METHODS OF PAYMENT

a. For ordering online we accept payment via the following methods only;
   I. Corporate Account (30 day trading terms apply).
   II. Credit card (retail customers only) – Visa and Mastercard only.

A payment is considered complete when the funds have been cleared.

b. For offline payments we accept the following methods of payment;

   I. Over the phone credit card payment; VISA, Master Card, American Express. A surcharge may apply to some card types; please enquire at time of payment as to the charge applicable, if any.

   II. EFT/Direct Deposit

Bank:	Commonwealth Bank
Branch:	King William Street, Adelaide.
BSB**:**	065 000
Account Number:	10776399

   III. Cheque made out to WCP Supplies Pty Ltd.

A payment is considered complete when the funds have been cleared.

8. DELIVERY

a. FREIGHT CHARGES: All orders over $50 (including GST) for delivery within Metropolitan Adelaide, Melbourne, Sydney, Brisbane and the Riverland in SA will be delivered free of charge (excluding Furniture). For all other orders, and for orders requiring delivery outside of SA, VIC, NSW and QLD, a freight charge will apply (unless previously quoted). For a freight estimate please contact us on 1300 1300 66.

b. DOCUMENTATION**:** An itemised Tax Invoice or Delivery Docket containing a description of the goods purchased and freight charged accompanies all orders. For all orders submitted electronically via the online ordering portal, an eOrder confirmation email is also automatically sent when the order is received by our system. This confirmation is sent to the email address nominated by the user at the time of online registration. The email address (including user password) can be modified at any time by the user via the “Admin” tab.

c. TIMEFRAME: Contracted, in-stock and “A” Class product line orders received by us prior to 3pm each business day for delivery within Metro Adelaide, Melbourne, Sydney, Brisbane and the Riverland in SA can expect delivery next business day (delivery within 2-5 days for delivery outside of these areas, unless otherwise

quoted and delivery within 2 business days to the aforementioned metro areas for orders placed after 3pm business days). Non-contract, special buy ins and out of stock orders can expect delivery within 2-5 days, unless previously quoted. Customers will be contacted if a delay longer than 2-5 days is envisaged.

d. FINAL DELIVERY**:** All orders require a signature upon receipt.

9. RETURNS

1. ERROR AND RETURNS POLICIES

a) Items ordered in error or items that are not suitable (your fault)

Items that have been ordered in error by the Customer or items that are not suitable can be returned for a credit within 28 days of the date of purchase (at our discretion) provided the following conditions are satisfied;

1. The item is unopened and in a condition suitable for re-sale,
2. The item is not a special buy in product for the customer,
3. The item is not perishable in nature and/or near/past its use by date,
4. An RA (Return Authorisation) number has been requested by the customer within the 28 days and supplied by us.

The Customer shall be responsible for sending/returning goods to Penfold by Office Choice / The Berri Office Shop for processing. Alternatively, we can arrange for the goods to be collected at the Customer's expense. The RA number issued should feature prominently on the parcel for easy identification by our Returns Department.

Once received and provided the above conditions have been satisfied, our Returns Department will issue a credit.

b) Faulty or incorrectly supplied items (our fault)

Any goods that are dead on arrival or have been incorrectly supplied by Penfold by Office Choice or The Berri Office Shop will be collected at no charge within 48 hours of receiving notification from the Customer. In this instance an RA number will be issued which should be attached to the goods (by the Customer) prior to collection. All DOA /incorrectly supplied items will be replaced by Penfold / The Berri Office Shop within 24 hours for metro areas and 72 hours for regional areas. Where goods are not available for 24 hour replacement, an expected delivery date will be provided, or substitute line or credit offered.

Any items that are found to have been short supplied will be sent next business day, whereas any items which are found to have been oversupplied will be collected at Penfold's expense within 48 hours of receiving notification from the Customer.

c) Incorrect price on invoice (our fault)

Any and all pricing queries will be investigated immediately by us upon notification. If a discrepancy is found it shall be remedied within 5 working days. In this instance, the original invoice will be credited and a new, correct invoice issued. Payment shall be made on the new invoice and the original invoice discarded.

Please contact us for a Return Authority Number and Shipping Details prior to returning any items.

CONTACT US

Please feel free to contact us at any time if you require further information or clarification on any of the statements above.

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