

Terms and Conditions of Sale

This Terms and Conditions of Sale ("T&C") constitute the whole agreement between you and Care With You Pty Ltd ("CWY" or "Us" or "We") when you transact through this website (www.zojirushi.com.au). Please read this T&C carefully before making any purchase. If you proceed with your purchase through this website, you are acknowledging that you have read and are agreeing to be subject to all of the terms in the T&C. If you do not agree with any of the terms, please contact Us before proceeding any further.

1. Placing an order

- 1.1 When you submit the Order to Us and have made the payment, this is not binding on you and Us until when We issue you with a written acceptance of an Order.
- 1.2 CWY reserves the right to amend the T&C at any time without notice. Please check the Terms prior to placing any future Order.
- 1.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in Clause 6.
- 1.4 In some circumstances, the item(s) may appear in stock when we are out of stock, due to breakage, damage, theft etc. We will let you know as soon as practicable after you have placed the Order and made the payment if such situation arises. You will be entitled to a refund of the Order.

2. Prices

- 2.1 Our prices are inclusive of Goods and Services Tax. Our product prices do not include postage and handling. However, under certain circumstances, we do provide free delivery.
- 2.2 We reserve the right to alter our prices at any time without notice. This include in the rare event that a price is changed after you authorized payment. In this case, you will be given the opportunity to cancel the order or authorize an additional payment.

3. Delivery

- 3.1 The timescale for the delivery and delivery charge will vary depending on the Product, the availability of the Products and your address. On delivery of your Order, please check the Products against the delivery note. If there is any discrepancy or if any Product is damaged please contact us within 7 days of receipt.
- 3.2 If you have not received your Order within the stipulated time, or within 7 working days of receiving the order confirmation, please contact us.
- 3.3 Delivery of an Order shall be regarded as complete when We deliver the Products to the address provided by you. The Products will be your responsibility from the completion of delivery.

3.4 If you provide Us with incorrect address or details for delivery, subsequent delivery attempts may incur additional delivery charges which must be paid for by you.

4. Warranty

4.1 Consumer rights - You have legal rights in relation to consumer guarantees expressed or implied by the Australian Consumer Law. Nothing in these T&Cs will affect these legal rights.

4.2 We warrant that the Products shall be free from material defects for the following periods. Please check the warranty

Product	Warranty Period
Rice Cooker	1 year
Vacuum insulated products	1 year warranty on the vacuum insulation

4.3 The Rice cooker is designed for domestic use only and is not recommended for commercial use. Use of the Product for commercial purpose is subject to 6 months warranty.

5. What's not covered

5.1 Replacement parts – the Product may have consumable parts. These consumable parts are not covered by warranty.

5.2 Under the warranty, We shall not be liable for costs of repair or replacement of a products incurred as a result of:

- accidental damage, faults caused by negligent use or care, misuse, neglect, careless operation or handling of the Product which is not in accordance with the Operating Manual
- Use of the Product for anything other than normal stated purpose
- Use of parts and accessories other than those produced or recommended by Us
- Faulty installation
- Repairs or alternations carried out by parties other than Us or our authorized agents
- Fair wear and tear

5.3 Subject to the extent permitted by applicable law, We will not be liable to you or anyone else for any loss or damage, however caused, which may be suffered directly or indirectly from any use or transactions conducted from this website.

5.4 Unless prior arrangements are made in writing, We will not be liable for any damages not reasonably foreseeable arising from its failure to deliver the Products.

6. Your cancellation rights

You have a right to cancel a contract at any time between placing your Order and the dispatch of the



product for delivery. Please contact us on 1800 168 999 as soon as practicable. We shall provide you with a refund of the price paid for the Product, less any shipping charges that we have incurred despite the cancellation.

7. Our cancellation rights

We may have to cancel an Order before the Products are delivered, due to an Event Outside Our Control or the unavailability of stock. We will contact you as soon as reasonably possible if this happens and offer you a choice of a refund or an alternative product.

8. Returns and Exchange

8.1 If you changed your mind, We will happily accept a return for credit toward your next purchase if you contact us within 7 days of your delivery. Non-faulty items returned for exchange must be unused. Items must be returned in original condition, in original packaging. All original items including original accessories, manuals, and packaging must also be returned. Please contact us by email prior to return.

8.2 You will be responsible for the shipping charges to return the product to Us. It is recommended that you send by registered post so you can track that we have received your return. Goods are regarded as having returned to us once we have received it.

8.3 If you are returning your product in exchange for credit, we will only process the credit once we have received the product at our warehouse, inspected it and assessed whether it is eligible for a return under these Conditions of Sale. In certain situation, a restocking fee may apply. You will receive your credit, less shipping charges (including orders with free shipping) in the form of a voucher code for use at Our website, usually within 5 working days after receiving your returned goods.

9. General

9.1 These Terms are governed by the laws of the State of New South Wales and where applicable, the Commonwealth of Australia. You and We both agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

9.2 If you have any questions about the terms and conditions, please call our Service Center on 1800 168 999 between 9.00 am to 5.00 pm EST Monday to Friday (excluding public holidays).