

Ecommerce Terms and Conditions

LaksaMate

The website laksamate.com and its related services, products, websites, tools and applications (**Website**) is owned and operated by JYLF Management Pty Ltd ACN 619 929 207 as trustee for the Brilliant Trust ABN 43 484 141 803 trading as LaksaMate (**LaksaMate**).

These ecommerce terms and conditions (**Terms and Conditions**) govern the supply of any Products (as defined below) ordered by you on the Website or by any other means, including by telephone or email. Other terms and conditions contained in our privacy policy (**Privacy Policy**) and Website Terms of Use also form part of our agreement with you. If you have entered into a Credit Application with us, the terms contained in that Credit Application also form part of our agreement with you.

By using the Website or by placing an order with one of the above methods or by giving your acceptance to these terms, you agree to be bound by these Terms and Conditions. If you don't agree to be bound by these Terms and Conditions, you must not use the Website.

These Terms and Conditions may be updated by us from time to time. Each order placed on the Website will be a separate contract and the Terms and Conditions that apply to an order will be the version of the Terms and Conditions that is on the Website at the time you place your order. Each time you use our Website you should revisit these Terms and Conditions.

1. DEFINITIONS

In these Terms and Conditions unless inconsistent with the context or subject matter the following terms have the corresponding meanings:

- (a) **Applicable Laws:** any Applicable Laws (including orders, by-laws and regulations) in the jurisdiction in which you, and any User you are interacting with are located or which in any way govern or affect the use of the Website;
- (b) **Australian Consumer Law:** the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth));
- (c) **Credit Application:** any Credit Application entered into by us with you;
- (d) **GST:** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (e) **Loss:** any loss, liability, cost, charge, expense, tax, duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence);
- (f) **our, us and we:** LaksaMate;
- (g) **Privacy Policy:** our privacy policy accessible on the Website;
- (h) **Products:** has the meaning given to it under clause 2 and includes any other products offered for sale on the Website;
- (i) **State:** New South Wales;
- (j) **User:** any person who uses the Website; and
- (k) **you and your:** a User.

2. SALE OF PRODUCTS

- 2.1 LaksaMate sells laksa paste, and may also make other products available through the Website (together the **Products**).

3. PLACING AN ORDER FOR PRODUCTS

- 3.1 You may place an order for Products by following the prompts and submitting your order to us in accordance with these Terms and Conditions.
- 3.2 Orders may be placed online via the Website or by other means approved by us, including by telephone or email. Any reference to Website in these Terms and Conditions shall include references to such other locations in which the Products are sold and relevantly includes any invoices or quotes that these Terms and Conditions are attached to. Whether you are placing an order on the Website or by any other means, these Terms and Conditions will apply to you.
- 3.3 Any order placed through the Website for Products is an offer by you to purchase the Products for the purchase price specified on the Website at the time you placed the order. You acknowledge that by placing your order, you are agreeing to pay for and accept delivery of the Products ordered, subject to any limitations shown on the Website.
- 3.4 All orders placed are subject to availability. We reserve the right to accept or reject/cancel your order (or any part thereof) at any time and for any reason in our absolute discretion, including after you have placed the order and received a confirmation email. This includes without limitation where the Products are not available or there is a pricing error or error in the description of the Products relevant to your order. In that case your sole remedy will be a right to be refunded any amount paid for the cancelled part of your order. We will process the refund back to your original payment method.
- 3.5 You may not cancel your order once it is placed other than as expressly provided for in these Terms and Conditions.
- 3.6 By placing an order, you are declaring that the Products are for your personal use only and will not be made available for resale by you or by someone else.
- 3.7 In the event that you purchase a Product on behalf of a third party, you represent and warrant that you have made that third party aware of these Terms and Conditions and you acknowledge and agree that actions of that third party shall also be attributed to you for the purposes of these Terms and Conditions.
- 3.8 The purchase price for the Products will be displayed on the Website at the time you place an order. Prices and all other details for our Products are subject to change without notice.
- 3.9 You must make payment via a method accepted by us as stated on the Website. We will charge you and you agree to pay the purchase price and any other fees shown to you on the Website for the Products at the time you place your order, except where otherwise agreed by us in writing. Any payments for an order of Products must be received in cleared funds before the Products will be dispatched. If your payment cannot be processed, or fails to clear, your order will be rejected, and you will be notified by the Website.
- 3.10 You authorise us, directly or through third parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud.
- 3.11 Our payment provider may charge you a fee depending on the payment method used by you (for example, payments made by credit card may attract a small surcharge). You agree to pay such fees at the same time as you make payment to us, even if such fees are not explicitly disclosed on the Website.
- 3.12 Prices shown on the Website are in Australian Dollars (AUD) and include GST, unless otherwise stated.
- 3.13 All payments must be made in clear funds without set-off or counter claim.
- 3.14 You acknowledge and agree that you are solely responsible for ensuring that you have read and understood any applicable third-party (such as PayPal and Stripe) terms and conditions when using the Website. We will not be liable for any loss or damage suffered by you in connection with such third party terms, regardless of whether we bring these to your attention or not. You are solely responsible for obtaining a copy of

and reviewing such third party terms. We are not party to any transaction between you and a third party. For example, if you incur a debt to a third party payment provider in connection with a purchase through the Website, you are solely liable for that debt and you acknowledge that we are unrelated to, and have no control over that third party payment provider.

4. SHIPPING AND DELIVERY OF PRODUCTS

4.1 General

Available delivery options, terms and delivery costs (if applicable) for each Product will be shown on the Website at the time you place your order.

4.2 Costs of Delivery

- (a) The costs of delivery of Products are payable in addition to the price of the Products, unless otherwise stated (such as where you order a minimum quantity of Products). You must pay the costs of delivery of Products (if applicable) at the time you place an order or at another time agreed by us.
- (b) You are required to pay any duties or taxes which attach to the supply and delivery of your order, including but not limited to custom duties, at the same time as you pay for the Products or otherwise at the time specified by us or any Governmental authority.

4.3 Delivery of Products

- (a) Once we have accepted your order and received payment in full for the Products (if required) and delivery costs (if applicable) we will endeavour to process, post and deliver the Products within the timeframes as specified on the Website, however we are unable to guarantee delivery within these timeframes and we will not be in breach of these Terms and Conditions if we fail to deliver within those timeframes (and you are not permitted to cancel your order on the basis we fail to deliver within those timeframes).
- (b) Please note that all shipping times listed on the Website are an estimate time of delivery only and to the extent permitted by law, we are not responsible for any delays experienced or Loss suffered as a result of delays.
- (c) If you are not available to take delivery of the Products, or if another issue arises we may at our discretion either take your Products to a delivery service provider's local depot or redeliver the Products to your delivery address at a later date (in which case you must pay the costs of return, storage and redelivery prior to the Products being re-delivered, if applicable). We may also leave the Products at your delivery site in which case we aren't responsible for any loss, damage or stolen Products.

4.4 Additional information

- (a) We deliver to most residential and business addresses within Australia, however unfortunately there are certain areas that we are unable to deliver to. Please review the Website at the time you place your order for available shipping locations.
- (b) If there is any delay with the delivery of your order, then we will contact you as soon as possible.

4.5 Risk and Title

- (a) All fully paid orders will be shipped by the postage carrier nominated by us. Until an order is paid for in full, title in the relevant Product remains with us.
- (b) All risk in the Products ordered will pass to you at the time the Products are delivered to your delivery address (or some other address as agreed by the parties).

5. PROMOTIONS AND DISCOUNTS

- 5.1 From time to time we may provide you with a promotional or coupon code for use when placing an order. It is your responsibility to ensure that the code is valid, and that you enter the code for use at the correct time. The code cannot be applied after you have submitted your order. Some promotional or coupon codes may only be valid while stocks last. We reserve the right to cancel any promotional or coupon code or discount at any time for any reason at our discretion. Separate terms may apply to the use of the code and will be advised by us. We reserve the right to reverse or disallow the use of any promotional or coupon code. We will not be responsible for any loss incurred by you in redeeming or attempting to redeem any promotional or coupon code.

6. RETURNS AND REFUND POLICY

6.1 Consumer Guarantees

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also 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. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

6.2 Change of mind returns

Unfortunately we do not offer returns and/or refunds where you have purchased our Products and have changed your mind about the purchase. This includes if you do not like the flavour profile or taste of the Products. This no change of mind policy for returns does not limit or apply to any returns made for defective products in accordance with the other terms of this clause.

6.3 Defective Products Returns

Subject to the following terms, you may return Products where they are defective/not of acceptable quality/not fit for their intended purpose in accordance with the Australian Consumer Law. To return Products which breach the requirements of the Australian Consumer Law, you must:

- (a) present to us your receipt or other adequate proof of purchase;
- (b) comply with the notification and inspection requirements set out under clause 6.4; and
- (c) return the Products to us in accordance with clause 6.5, and they must be assessed by us as being defective in accordance with clause 6.6.

6.4 Notification and inspection

- (a) You must inspect all Products immediately on receipt of the Products and before use/consumption.
- (b) You may reject any Products as defective provided that you give us notice of such defect within 30 days of receipt or before use/consumption (whichever is first, unless a greater amount of time is required under the Australian Consumer Law).
- (c) You must do all that is reasonable to prevent the Products from becoming defective or mitigate any further harm or damage. Products must be stored in a manner that does not cause any further harm or damage to the Products. Products (whether defective or not) must be stored and handled in the same manner as if they had no defect. Once opened, all Products must be suitably refrigerated.

- (d) We may require that you provide us with proof of the defect including by way of photographic or video evidence before you send it to us. In providing this information to us you authorise our use and disclosure to those third parties that may assist us in assessing the defect (such as the manufacturer or third party service providers).

6.5 **How to return Products**

- (a) Once we have received the information about the defect and consider it likely that there may be a defect in the Products, we will provide you with instructions on how to send the Products back to us. Please note that we reserve the right to assess the Products before providing a replacement or refund in accordance with clause 6.6.
- (b) In sending the Products back to us:
 - (i) ensure the Products are packaged and stored in a way that will not cause any further harm or damage to the Products. We are not responsible for any damage caused during return transit due to inadequate protection or storage methods;
 - (ii) ensure that the Products are packaged and delivered with registered post (or a similar service). We will not be responsible for any Products lost in the post;
 - (iii) certain costs may be incurred by you in returning the Products to us, including postage or freight costs. We are not liable for those return costs (although if we accept that a Product is defective, we may reimburse you the costs of return upon receipt of evidence of the costs incurred); and
 - (iv) you must return the Products in the way as instructed by us or we will be unable to process your return and your Products may be forfeited.

6.6 **Products being assessed**

- (a) We reserve the right to assess the condition and age of the Products before providing a replacement or refund. We will not be liable for or required to accept any return for any defect or damage where such defect or damage is caused or partly caused by or arises as a result of:
 - (i) your acts or omissions, including where you fail to take reasonable steps to prevent them from becoming defective or you fail to follow our instructions or standard practice for products the same as or similar to the Products (such as a failure to keep the Products refrigerated where required);
 - (ii) continued consumption after discovering the defect; or
 - (iii) wilful damage, negligence or abnormal use or storage conditions.
- (b) If there is a defect in the Products then we will provide a replacement, unless a refund is required by law.
- (c) In the event that we do not find a defect in the Products, the replacement or refund will be refused, and the Products will be returned to you at your cost.
- (d) In the event that you fail to comply with any of your obligations set out under this clause 6, including in respect of the return of Products, we reserve the right to refuse to provide you with a replacement or refund of the Products in our discretion.

6.7 **General**

- (a) The warranty noted under this clause 6 is provided to the original purchaser only and is non-transferrable.

- (b) Any refunds provided under this clause 6 will be issued to the same payment method which was used for the purchase and will be processed within 8 weeks of confirmation that the conditions of refund have been met.
- (c) You must read the label and tag on the Product before consuming.
- (d) A Product will not be deemed faulty simply because you do not like the taste or flavour profile of the Products, or because the colour of the Products is different to what is shown on the Website. Product colours may vary from what is shown on the Website.

7. ACCURACY OF INFORMATION

- 7.1 You agree to provide current, complete and accurate billing and contact information for all purchases made on the Website.

8. ACCESS AND TERMINATION

- 8.1 We reserve the right, at any time and without prior notice, to remove or disable access to this Website or any part of it for any reason.

9. DISCLAIMER

- 9.1 Except to the extent expressly set out in these Terms and Conditions and to the maximum extent permitted by law, we provide the Products on an “as is” basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory.
- 9.2 Without limiting the other terms of this clause, you acknowledge and agree that:
 - (a) although reasonable care has been taken to provide accurate information, we are unable to guarantee that any information or content provided on the Website is accurate, complete, reliable, current and/or error free;
 - (b) any flavour profiles or description relating to the Products are provided as a reference/general guide only and should not be relied upon as accurate, as everyone has individual tastes and so your experience may not match the tasting notes. Tasting notes vary depending on a multitude of factors such as storage method, Product temperature, personal preference and age of the Product, and so we cannot and do not guarantee that your experience will match that stated in the tasting notes or description of the Product;
 - (c) we do not make any warranty or representation as to the suitability of the Website or the Products for any purpose;
 - (d) use of the Products is solely at your own risk;
 - (e) any accessory featured with the Products may be sold separately;
 - (f) all images of Products displayed on the Website are for illustrative purposes only and the actual Products may differ from those images; and
 - (g) we are not responsible for any information made available on the Website, and we do not represent or warrant the accuracy of any information. LaksaMate does not promise that the Website or any content will be error-free or uninterrupted, or that your use of the Website will provide any specific results. You assume total responsibility for your use of the Website. We cannot ensure that any files or other data you download from the Website will be free of viruses or contamination or destructive features.

10. ALLERGEN DISCLAIMER**10.1 Nutrition Data Disclaimer**

Nutrient values labelled on the Products or otherwise displayed by us on the Website may vary. This nutrition information is based on standard product formulations and serving sizes. Variation in serving sizes, preparation techniques, and sources of supply, as well as regional and seasonal differences, may affect the nutrition values for each Product. In addition, product formulations change periodically. You should also expect some variation in the nutrient content of the items contained in Products. Nutrient values and allergens of food may also vary due to selected portion size, as well as ingredient growing/manufacture conditions, manufacture formulations or any substitutions. Any nutritional information provided by us on the Website is approximate and intended to be used as a guide only.

10.2 Allergen Disclaimer

Although we make every reasonably commercial attempt to identify the ingredients that may cause allergic reactions or adverse effects, please note that:

- (a) allergen information provided is based entirely on the information provided by manufacturers and as such there is always a risk that their information is incorrect or they change the formulation at any time without notice; and
- (b) some items contained in the Products may contain soy, milk, eggs, nuts and cereals containing gluten present in the manufacturing environment, and there may be cross contact with products because of shared preparation equipment. Given this, we cannot and do not guarantee that any of the Products are safe to consume for people with soy, milk, egg, nut or gluten allergies. Users with food allergies must be aware of this risk. Users who have any form of medical condition, food intolerances or food allergies should consult with a medical professional before consuming any of the Products.

11. LIMITATION OF LIABILITY

- 11.1 Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Products that are not expressly set out in these Terms and Conditions to the maximum extent permitted by law.
- 11.2 Without limiting clause 11.1, you acknowledge and agree that we will not be liable for any death, personal injury or damage to property arising out of or in connection with the Products, to the extent that such Loss or damage is attributable to your acts or omissions.
- 11.3 Subject to the other terms of this clause, our maximum aggregate liability to you for any Loss or damage or injury arising out of or in connection with these Terms and Conditions, including any breach by us of these Terms and Conditions however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual amounts paid by you in respect of the relevant Product which caused the Loss, damage or injury.
- 11.4 Nothing in these Terms and Conditions is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of the Australian Consumer Law, or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law to a supply of goods, to the extent that the Australian Consumer Law applies to the Products.
- 11.5 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, our total liability to you for that failure is limited to, at our option the replacement of the

goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.

- 11.6 The limitation and exclusion of liability in this clause applies whether the liability claim is based on breach of contract, under a warranty or an indemnity, tort (including negligence), under statute, in equity or otherwise.
- 11.7 Without limitation to the other terms in these Terms and Conditions, we exclude any liability to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms and Conditions.
- 11.8 Notwithstanding anything else in these Terms and Conditions, our liability will be reduced to the extent the Loss or damage is caused by or contributed to by you.
- 11.9 Where you are or may be entitled to recover from a third party any sum in respect of any matter or event that could give rise to a claim under these Terms and Conditions, you must:
- (a) use your best endeavours to recover that sum before making the claim;
 - (b) keep us at all times fully and promptly informed of the conduct of such recovery; and
 - (c) reduce the amount of the claim to the extent that sums are recovered.
- 11.10 We will not be liable for any claim under or in relation to or arising out of these Terms and Conditions including a breach of any warranty unless:
- (a) you have first made a claim under any insurance policy held by you that may cover that claim; and
 - (b) that claim has been denied in whole or partly by the relevant insurer.
- 11.11 If you recover any amount under an insurance policy in respect of a claim under or in relation to or arising out of these Terms and Conditions and that amount is less than the loss or damage incurred by you, the amount of the shortfall will be the amount of your loss for the purposes of these Terms and Conditions.

12. INDEMNITY

- 12.1 You agree to indemnify us against, and hold us harmless from, any Losses (including any direct, indirect, special or consequential Losses) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by us arising out of or in connection with:
- (a) your breach of these Terms and Conditions or any policy or the terms and policies they incorporate by reference;
 - (b) any claim made against us by a third party arising out of your use or the supply of the Products by you to that third party;
 - (c) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with the Products, to the extent that such damage is attributable to your acts or omission (or failure to follow our instructions), or the supply of those Products by you to that third party; or
 - (d) your violation of any law or the rights of a third party, or otherwise arising directly or indirectly from your use of our services (including the sale of the Products).
- 12.2 You must make payments under this clause:
- (a) in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by law; and
 - (b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds.

- 12.3 It is not necessary for us to incur expense or make payment before enforcing a right of indemnity under this clause.
- 12.4 The indemnities in this clause:
- (a) are continuing obligations of yours, independent from your other obligations under these Terms and Conditions and survive termination or expiry of these Terms and Conditions; and
 - (b) are absolute and unconditional and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting your liability.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 You acknowledge that we own all right, title and interest in and to the Website, including without limitation all intellectual property rights in any images, descriptions and recipes for the Products, and such rights are protected by Australian and international intellectual property laws.
- 13.2 You consent to us transferring your data to third party IT providers, including our website host and back-up service provider which may be outside of Australia.
- 13.3 You agree that:
- (a) you will not copy, reproduce, reverse engineers, alter, modify, create derivative works, or publicly display (other than on the Website) any of our intellectual property (including our recipes) except with our prior written permission or the appropriate third party authorised to grant such permission and when doing so you must adequately acknowledge us and, in the case of websites, include a link from your website to our Website;
 - (b) we own all right, title and interest in and to the Website and no right, title or interest is transferred or granted to you, except so far as expressly stated in these Terms and Conditions;
 - (c) if you add any information to the Website of any nature whatsoever that information is personally attributable to you and you warrant that you have the right to distribute that Information;
 - (d) you acknowledge that when you provide us with information, we may receive additional related data, such as the time, date and place you provided the Information;
 - (e) we are not liable or responsible for any Loss that you may experience in submitting information to us or for our use of your information in accordance with the licence granted;
 - (f) we may in our sole and absolute discretion refuse or remove any information from the Website; and
 - (g) the Website contains trademarks of third parties which are protected by law, you must not use any of those trade marks appearing on the Website without obtaining the relevant third party owner's consent.

14. PRIVACY

- 14.1 The Privacy Policy applies to your use of this Website, and its terms are made a part of these Terms and Conditions by this reference.
- 14.2 By using this Website, you acknowledge and agree that internet transmissions are never completely private or secure and understand that any message or information you send to the Website may be read or intercepted by others.
- 14.3 You authorise us to use, store or otherwise process any information including personal information which relates to and/or identifies you, to the extent reasonably necessary for the provision of any Products requested by you.

15. GENERAL TERMS

- 15.1 These Terms and Conditions are governed by the laws of the State, and the parties submit to the jurisdiction of the Courts of the State and relevant federal/Commonwealth courts competent to hear appears from them.
- 15.2 If a clause of these Terms and Conditions is void or unenforceable it must be read down to the extent necessary to give it legal effect or severed from if it cannot be read down and the remaining part and provisions shall remain in full force and effect.
- 15.3 You agree that these Terms and Conditions and all incorporated agreements may be assigned by us in its sole discretion without notice. You may not assign these Terms and Conditions without obtaining our prior written consent.

16. INTERPRETATION

In these Terms and Conditions, unless inconsistent with the context or subject matter:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of these Terms and Conditions.
- (b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, these Terms and Conditions.
- (c) References to a party to any agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- (d) Words denoting the singular include the plural and words denoting the plural include the singular. Words denoting any gender include all genders.
- (e) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any government agency.
- (f) A reference to any agreement or document (including these Terms and Conditions) includes any amendments to or replacements of that document.
- (g) A reference to a law includes legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (h) Any promise, agreement, representation or warranty given or entered into on the part of two or more persons binds them jointly and each of them severally and is for the benefit of them jointly and each of them severally.
- (i) No provision of these Terms and Conditions will be construed adversely to a party because that party was responsible for the preparation of that provision or these Terms and Conditions.
- (j) A reference to time or day is a reference to time in the capital city of the State.
- (k) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.

- (l) Specifying anything in these Terms and Conditions after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (m) A reference to writing or written includes email.