

## TERMS OF SALE

This Website is owned and operated by PapaCow Pty Ltd (ABN 57 109 714 516) trading as PapaCow Fashion (**PapaCow, us, we or our**).

These terms of sale (**Terms**) govern any purchases you make from our Website, and apply every time you purchase Goods from us. By purchasing Goods from our Website, you agree to be bound by these Terms, as updated by us from time to time. You agree that PapaCow may change and update the Terms from time to time without notice to you and the most recent version of the Terms posted on the Website at the time you purchase Goods will apply and bind you in respect of that purchase. We recommend that you review the Terms regularly to take notice of any changes we may have made.

These Terms should be read in conjunction with our Terms of Use (which can be accessed here: [papacow.com.au/terms-of-use]) and our Privacy Policy (which can be accessed here: [papacow.com.au/privacy-policy]).

### **1. Submitting an Order Online**

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- 1.1. You must be 18 years or over and capable of entering into a binding contract with us in order to purchase Goods from our Website.
- 1.2. By submitting an order online, you are making an offer to purchase the Goods from us at the price on our Website. You warrant to us that all required information you provide to us is accurate, complete and correct at the time you submit your order. Once your order has been submitted, your order (including all order details) cannot be cancelled or amended.
- 1.3. All orders submitted through our Website are subject to confirmation and acceptance by PapaCow. Once your order has been submitted, you will receive an automatic email from us confirming receipt of your order. Please note that our order confirmation does not constitute acceptance of your order. PapaCow may reject your order for any reason and refund any amount paid by you for the Goods at any time prior to dispatch.
- 1.4. Your offer to purchase the Goods from us will be deemed to be accepted by PapaCow once you receive an email confirmation from us that your order has been dispatched and we provide you with a tracking number to track your order.
- 1.5. We reserve the right to cancel your order prior to dispatch and, in some cases, to refuse to accept subsequent orders from you if:
  - (a) you provide inaccurate or insufficient details in relation to your order;
  - (b) we know or suspect that you intend to on-sell the purchased Goods to third parties; or
  - (c) we know of or suspect any fraudulent or dishonest activity in relation to your order.

### **2. Unavailable and out-of-stock items**

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- 2.1. All orders submitted through our Website are subject to availability.

- 2.2. If any Goods are unavailable or out-of-stock, we will notify you within 5 business days of receipt of your order. You may then confirm your order for the Goods (if the item is out-of-stock, until such a time until the Goods are back in stock) or elect to cancel your order. If you elect to cancel your order, we will refund to you any amount paid for the unavailable or out-of-stock Goods.
- 2.3. If you submit an order which includes both in-stock and out-of-stock items, and you elect to confirm your order for the out-of-stock Goods, we will not dispatch any part of your order separately. We will only dispatch your order once all purchased Goods are in stock.

### **3. Price and Payment**

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- 3.1. Prices shown on our Website are in Australian dollars. Delivery costs will be charged in addition to the price of the Goods and will appear in the total price summary before you submit your order. Where applicable, all prices and costs are inclusive of GST.
- 3.2. Payment must be made in full at the time of submitting your order. Payment can be made by Visa, MasterCard, Direct Debit or PayPal only. You warrant that you are an authorised user of the credit card, bank account or PayPal account (as applicable) used to complete payment.
- 3.3. Your order will not be dispatched until payment for your order has been cleared by us and we have debited your credit or debit card. If payment cannot be processed, we will notify you and cancel your order.

### **4. Delivery**

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- 4.1. We deliver Australia-wide via Australia Post. All orders are shipped by Express Australia Post.
- 4.2. Subject to these Terms, once your order has been submitted, we will endeavour to dispatch the purchased Goods in accordance with our dispatch times (which can be viewed here: [papacow.com.au/shipping-info](http://papacow.com.au/shipping-info)) You agree that dispatch of your order may be delayed for any reason, including but not limited to the circumstances at paragraph 10.
- 4.3. The Goods will be shipped to your delivery address by Express Australia Post. By checking the box 'Authority to Leave' you:
  - (a) authorise us to arrange for your order to be delivered to, and left at, your nominated delivery address; and
  - (b) agree that, to the extent permitted by law, PapaCow is not responsible for orders not received by you if delivered by this method.
- 4.4. For information regarding dispatch times, please see our Shipping Info [[papacow.com.au/shipping-info](http://papacow.com.au/shipping-info)].
- 4.5. Standard delivery times are in line with Australia Post's expected delivery times (please see: <https://auspost.com.au/business/shipping/domestic-shipping/express-post>). PapaCow does not guarantee that your order will be delivered within Australia Post's expected delivery times.

- 4.6. If your order is not successfully delivered to you and is returned to us after dispatch, you are responsible for any costs associated with re-sending the purchased Goods to you.
- 4.7. If your order has been lost in transit, please contact us and we will make enquiries on your behalf.
- 4.8. PapaCow is not responsible for any Goods lost in transit.

## **5. Returns and Refunds**

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- 5.1. Please choose your Goods carefully and ensure that you have read and understood the relevant sizing guide (if applicable). Unless otherwise required by law, we do not offer refunds or exchanges as we print specifically to order.
- 5.2. Risk in Goods passes to you when you receive an email confirmation from us that your Goods have been dispatched and we provide you with a tracking number to track your order.
- 5.3. Title to the Goods pass to you on payment to us in full for the Goods.

## **6. Goods Disclaimer**

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- 6.1. PapaCow attempts to display the Goods as accurately as possible. Due to many factors, including colouring varying from screen to screen, and from screen to printer, PapaCow cannot guarantee that the colours in the Goods you receive will be identical to the colours appearing on the Website.
- 6.2. While PapaCow has taken reasonable steps to ensure that all details, descriptions and prices which appear on the Website are accurate and up to date, PapaCow makes no representations, warranties or guarantees that the information appearing on the Website is accurate or error free. If we discover an error or inaccuracy in the details, descriptions or pricing information, we may at any time without notice to you correct such errors or inaccuracies. If we discover an error or inaccuracy after you have submitted an order to us, we will contact you to inform you of the error or inaccuracy. You may then confirm your order for the Goods with the correct information or elect to cancel your order. If you elect to cancel your order, we will refund to you any amount paid for the Goods, in accordance with our Returns Policy, which is accessible here: [[papacow.com.au/returns-policy](http://papacow.com.au/returns-policy)].

## **7. Intellectual Property**

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- 7.1. PapaCow owns, or is licenced to use, all Intellectual Property Rights in the Goods.
- 7.2. You must not infringe the Intellectual Property Rights of PapaCow in the Goods.

## **8. Liability**

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- 8.1. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**) or any other applicable law that cannot be excluded, restricted or modified by agreement. Subject to that, any condition, warranty, right or liability which would otherwise be implied in these Terms or imposed by law is excluded.

- 8.2. Subject to the Australian Consumer Law, PapaCow's maximum total aggregate liability for all claims, proceedings, causes of action, damages, losses, costs and expenses (including legal costs) arising under or in relation to these Terms, whether in contract, tort (including negligence), equity, under statute, or on any other basis is limited to the total amount paid by you to PapaCow for any Goods purchased by you pursuant to these Terms.

## 9. Force Majeure

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- 9.1. If we are restricted or prevented from performing any or all of our obligations under these Terms by reason of an event which is not reasonably within our control including without limitation omissions or impositions by federal or national government authorities, fire, flood, earthquake and other natural disasters, acts of god, epidemics or pandemics (including Covid-19), war, revolution, strike, fuel shortages and shortage of raw materials, we are relieved of those obligations to the extent and for the period that they are unable to be performed.

## 10. Contact Details

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- 10.1. If you have any comments, feedback or questions about our Goods, your order, or these Terms, please email us at [sales@papacow.com.au](mailto:sales@papacow.com.au).
- 10.2. PapaCow may give notice to you by either direct communication to the email address provided by you or generally by publication of a generic message or communication on a notice board or information link accessible to and found on the Website.

## 11. General

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- 11.1. You acknowledge that PapaCow may assign any of its rights or obligations under these Terms at any time.
- 11.2. The provisions of these Terms are deemed to be severable and any invalidity of any provision of these Terms will not affect the validity of the remaining provisions.
- 11.3. Our failure to exercise or a delay in exercising any right, power or remedy under these Terms does not operate as a waiver of that right, power or remedy.
- 11.4. These Terms will be governed by and interpreted in accordance with the law of Western Australia and you agree to the jurisdiction of the courts of Western Australia to determine any disputes arising out of these Terms.

## 12. Definitions

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- 12.1. In these Terms, the following words have the meanings set out below:

**Goods** means any and all goods advertised for sale by PapaCow on the Website or supplied by PapaCow, including all goods set out in an invoice, order confirmation or other document provided by PapaCow to you.

**Intellectual Property Rights** means all existing and future intellectual property rights of whatever nature anywhere in the world, including trademarks, logos, domain names, trade names, designs, patents, copyright and analogous rights, know how, trade secrets, business names, concepts, rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.



**Website** means the website located at [papacow.com.au].

**You or your** means the person who purchases Goods from the Website.