

WEBSITE TERMS & CONDITIONS OF PURCHASE

The Terms and Conditions of Purchase

The following terms and conditions regulate the business relationship between You (You or Your) and Naturopathic Nutraceuticals Pty Ltd (ABN 45 616 699 613) (Naturopathic Nutraceuticals) for the purchase of goods and/or services through any of its affiliate pages from time to time (“Websites”):

www.ashybines.com

www.supplements.ashybines.com

www.naturopathicnutraceuticals.com

Naturopathic Nutraceuticals Website Terms and Conditions of Use and Naturopathic Nutraceuticals Privacy Policy also apply to any transaction you may make and your acceptance of these terms and conditions constitutes an acceptance of these.

Any purchase of goods and/or services, acceptance of our quotation or payment of any invoices by you from Naturopathic Nutraceuticals shall be regulated by the terms and conditions outlined in this agreement.

1. Definitions

In these terms and conditions:

Agreement means these terms and conditions.

Carrier means any person or business used by Naturopathic Nutraceuticals to deliver goods and/or services from Naturopathic Nutraceuticals to you, whether all or part of the distance of the delivery.

Goods means any goods offered for sale by Naturopathic Nutraceuticals.

Services means any services offered for sale by Naturopathic Nutraceuticals.

Website means this website or any other website through which Naturopathic Nutraceuticals offers for sale the Goods and/or Services.

Written Material means any informational material published by Naturopathic Nutraceuticals in any medium from time to time with a view to providing information to any customer or prospective customer of Naturopathic Nutraceuticals.

2. Our contract with You

2.1 Naturopathic Nutraceuticals shall accept orders placed by electronic transmission through the Website subject to the terms of this Agreement.

2.2 Before an order is placed Naturopathic Nutraceuticals will display the price of the Goods and/or Services and you will need to tick a box to confirm your agreement to these terms and conditions.

2.3 Naturopathic Nutraceuticals will notify you by email or phone if any Good is unavailable and offer an alternative item or a full refund.

2.4 Subject to clause 2.6, receipt of full payment of Your order by Naturopathic Nutraceuticals is evidence of a binding and enforceable agreement between You and Naturopathic Nutraceuticals, and this Agreement can only be modified by written agreement between You and Naturopathic Nutraceuticals.

2.5 If applicable, any Goods ordered by You from Naturopathic Nutraceuticals are at Your own risk from the moment they are picked up by a Carrier to be delivered to You. For the avoidance of any doubt, this means that You assume all costs and risks of loss and/or damage to the Goods from the point in time when the Goods are loaded onto the mode of delivery of the Carrier and up until the point in time when the Goods are delivered to You and are in Your possession. Naturopathic Nutraceuticals will retain title of the Goods until it has received payment in full for the Goods.

2.6 All clerical errors are subject to correction and will not bind Naturopathic Nutraceuticals

3. Price and Payment

3.1 The price of any and all Goods contained in any Written Material of Naturopathic Nutraceuticals is subject to change from time to time at the sole discretion of Naturopathic Nutraceuticals. All our prices are in Australian dollars (AUD) and include GST (Goods and Services Tax) for Australian buyers.

3.2 Full payment of an order must be made and received by Naturopathic Nutraceuticals before the Goods will be provided and/or delivered to You.

3.3 All charges relating to the payment of an order (including bank charges/transaction charges) will be borne by you.

3.4 You shall pay all sums due to Naturopathic Nutraceuticals under this Agreement by the means specified without any set-off, deduction or counterclaim.

3.5 You represent and warrant that if you are purchasing something from Naturopathic Nutraceuticals that (i) any credit card information You supply is true, correct and complete, (ii) You have express authority from the card holder to use this credit card, (iii) charges incurred by you will be honored by Your credit card company, and (iv) You will pay the charges incurred by You at the posted prices, including any applicable taxes.

3.6 When purchasing from Naturopathic Nutraceuticals, Your financial details are passed through a secure server using the latest industry standard SSL (secure sockets layer) encryption technology. If You have any questions regarding our security policy, please contact Naturopathic Nutraceuticals using the details in clause 16.

4. Information You give Naturopathic Nutraceuticals

4.1 You agree that You have provided, and will continue to provide, accurate, up to date and complete information about Yourself to Naturopathic Nutraceuticals to enable Naturopathic Nutraceuticals to provide You with the Goods and/or Services ordered.

4.2 Naturopathic Nutraceuticals agrees to use reasonable endeavours to respond to any point of dissatisfaction by You in relation to any Goods and/or Services purchased.

5. Delivery

5.1 Where applicable, deliveries will be made by the Carrier to the address stipulated in Your order. You must ensure that someone is present to accept delivery of Your order.

5.2 We require a street address for delivery. All deliveries are made 8:30am to 5.00pm Monday to Friday by a Naturopathic Nutraceuticals chosen carrier.

5.3 If Naturopathic Nutraceuticals is unable to deliver Your Goods for whatever reason within 30 days of the date of Your order, Naturopathic Nutraceuticals shall notify You to arrange another date for delivery.

5.4 If the Goods ordered are not available to be delivered all at once, Naturopathic Nutraceuticals may, at its discretion and on its selected terms and conditions, deliver the Goods ordered in instalments. You must ensure that someone is present to accept delivery of each instalment of Your order.

6. Shipping and Handling Costs

6.1 Our shipping and handling is a Free Worldwide.

7. Cancellation of order and Return of Goods and/or Services

7.1 Once Naturopathic Nutraceuticals has received full payment of Your order, then subject to Your statutory rights under the Australian Consumer Law, You have no right and are unable to cancel, refund and/or modify Your order. Naturopathic Nutraceuticals does not offer refunds simply in the event You change Your mind or make a wrong decision.

7.1(a) It is your obligation to confirm with your doctor or health professional prior to the purchase of any Naturopathic Nutraceuticals products. Products that are contraindicated with your medication or specific health requirements are not refunded so please seek your health professional's advice prior to purchase if on medication or pregnant.

7.2 Notwithstanding clause 7.1, Naturopathic Nutraceuticals agrees to replace any Goods purchased from Naturopathic Nutraceuticals that are not of acceptable quality, have been wrongly described or do not otherwise meet the consumer guarantees contained in the Australian Consumer Law. You agree to contact Naturopathic Nutraceuticals promptly after becoming aware of this. Should this occur, Naturopathic Nutraceuticals may request proof of this alleged fault and/or defect as a condition of any refund.

7.3 Should You wish to make a claim relating to your product for (1) damaged in transport or (2) incorrect Goods received, this must be done within 24 hours of receiving your Goods by telephone, email or facsimile. After confirming claims when receiving the returned Goods at our warehouse, we shall then promptly (a) re-supply the item(s) or (b) credit or refund the relevant invoice appropriately. Importantly it is always the customers responsibility to review the Goods received prior to their opening. Goods received, even in the event of incorrect supply, shall only be accepted back for re-supply or credit, if the Goods are unopened & in their original condition.

7.3 Product subscriptions can be cancelled at any time with at least 72 hours notice prior to the shipment date.

8. Disclaimers

8.1 Naturopathic Nutraceuticals may at any time and without any advance notice to You or any other person make improvements or changes to its Written Material or to any of the Goods.

8.2 You may have statutory rights under the Australian Consumer Law that do not permit Naturopathic Nutraceuticals to limit its liability to You in relation to any Goods it may supply to You. However, to the fullest extent permitted by law, in circumstances where Naturopathic Nutraceuticals is able to limit its liability, the maximum liability of Naturopathic Nutraceuticals for breach of those statutory rights is limited at Naturopathic Nutraceuticals option to:

- (a) replacement of the Goods or the supply of equivalent Goods;
- (b) the repair of the Goods; or
- (c) the payment of the cost of replacing the Goods or acquiring equivalent Goods, or having the Goods repaired;

8.3 In all other circumstances, and to the fullest extent permitted by law, Naturopathic Nutraceuticals Australia's liability for a breach of this Agreement

or any claim or loss (whether arising in negligence or otherwise) incurred or suffered by You in relation to, or arising out of, Your purchase of Goods through the Website, is limited to the amount of the transaction that gave rise to the loss or claim.

8.4 Except as expressly set out in this Agreement, and to the fullest extent permitted by law, in no event will Naturopathic Nutraceuticals be liable to You for any special, consequential or indirect losses, any loss of profits, loss of opportunity, loss of data, loss of goodwill or loss arising from business interruption, whether in contract, negligence or otherwise, which You suffer or incur as a result of, or in connection with, any conduct or omission by Naturopathic Nutraceuticals, or Your use of the Website, the purchase of any Goods and their use.

9. Indemnity

You indemnify and hold Naturopathic Nutraceuticals harmless in respect of any and all loss or damage suffered by Naturopathic Nutraceuticals, and any claims or demands that may arise against Naturopathic Nutraceuticals relating to or in connection with Your wrongful or negligent use of any Goods purchased from Naturopathic Nutraceuticals using the Website.

9.1 Naturopathic Nutraceuticals and its affiliates shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use this site, including without limitation any liability (i) as a publisher of information, (ii) as a reseller of any products or services, (iii) for any defective products, (iv) for any incorrect or inaccurate information, (v) for any unauthorized access to or disclosure of your transmissions or data, (vi) for statements or conduct of any third party on the site, or (vii) for any other matter relating to this site or any linked site. This is a comprehensive limitation of liability that applies to all damages of any kind, including without limitation any direct, indirect, special, incidental or consequential damages (including without limitation damages for loss of business, loss of profits, loss of good will, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including without limitation negligence), product liability or otherwise, even if the user advises of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Naturopathic Nutraceuticals and the user. The products, information and services offered on and through this site would not be provided without such limitations. Because the laws of some states may not allow for the exclusion of certain damages, in such states liability is limited to the fullest extent permitted by law.

9.2 Notwithstanding the foregoing, the sole and entire maximum liability of Naturopathic Nutraceuticals and its affiliates for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product, information or service purchased by you

from Naturopathic Nutraceuticals on this site.

9.3 You agree to indemnify, defend and hold harmless Naturopathic Nutraceuticals and its affiliates against all claims, demands, causes of action, losses, expenses, damages and costs, including without limitation any reasonable solicitors fees, resulting or arising from or relating to your use of or conduct on the site, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the site, your violation of these Terms of Use, your infringement or violation of any rights of another, or termination of your access to this site.

9.4 You agree to indemnify, defend and hold harmless Naturopathic Nutraceuticals and its affiliates against all claims, demands, causes of action, losses, expenses, damages and costs, including without limitation any reasonable solicitors fees, resulting or arising from or relating to your use of products purchased on this site which contain substances not compliant with Australian Anti Doping Agency (ASADA), or any other agencies related to a sport, workplace or profession.

All products and services offered on or through this site are provided subject to any applicable tariffs and any accompanying terms and conditions.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of these terms and conditions shall remain in full force and effect.

11. No Waiver

The failure by Naturopathic Nutraceuticals to insist upon or enforce strict performance of any part of this Agreement will not be construed as a waiver of any right or remedy of Naturopathic Nutraceuticals in respect of any existing or subsequent breach of this Agreement.

12. Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between You and Naturopathic Nutraceuticals, then You agree to attempt to settle the dispute by engaging in good faith with Naturopathic Nutraceuticals in a process of mediation before commencing any arbitration or litigation.

13. Force majeure

Naturopathic Nutraceuticals is not liable and is hereby released by You from any claim, liability or responsibility pursuant to this Agreement concerning any

failure by Naturopathic Nutraceuticals to perform any obligation under this Agreement where such a failure is due to strike, lock-out, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of Naturopathic Nutraceuticals and no such failure shall entitle You to terminate this Agreement.

14. Entire agreement

This Agreement constitutes the entire agreement between You and Naturopathic Nutraceuticals for the purchase of the Goods and/or Services using the Website, and they replace all prior or contemporaneous undertakings or agreements, written or oral, regarding such purchase.

15. Variation

Any variation to this Agreement shall be effective only if accepted in writing by Naturopathic Nutraceuticals.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

17. Intellectual Property

17.1 Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these Terms and Conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, ideas, symbols, artwork, confidential information and moral rights as defined in the Copyright Act 1966 (Commonwealth) and under the law of a country other than Australia.

18. Customer Service

You can contact Naturopathic Nutraceuticals at support@naturopathicnutraceuticals.com