

Terms and Conditions for Online Purchases / Privacy Policy / Delivery Policy / Delivery Terms and Conditions/ Guide product selection & use

Correct as of 13/11/2014

Terms and Conditions for Online Purchases

Thank-you for visiting SoilWorx. We want your shopping experience to be an enjoyable and positive one. Therefore we have prepared the following for your information and all content should be read prior to any online purchases.

Operating Entity

This web site is owned and operated by Ristovski Group, trading as SoilWorx. Access to and use of this website and all its contents is subject to the following Terms and Conditions. By accessing and using this site you accept and adhere to them. If you do not accept the Terms of Use, please do not use this site. Pivac

Pricing and Availability of Products and/or Services

All pricing on this website is displayed in Australian Dollars (AUD) and is inclusive of 10% Goods and Services Tax (GST) unless otherwise stated. We reserve the right to change any price at which we offer our products or services and to correct any errors in pricing contained on our web site. While we fully honour all of our commitments, SoilWorx shall have no liability for any such changes and/or errors and we are not bound to fulfil orders at outdated or erroneous prices. All products and services are subject to availability and we give no guarantee in this regard. We endeavour to have information on our website accurate at all times. However, you acknowledge and accept that the website information is subject to change at any time and may not necessarily be up to date at the time of your visit. All products comply with relevant Australian Standards and applicable laws. If we are unable to supply a product as described a full refund will be offered.

Dispatch of Goods

Generally goods will be dispatched within 2 days of the order being received. Changes to this will depend on the product ordered and whether the item is in stock. We will generally contact you to discuss delivery times. Method of dispatch will be governed by the type of product ordered.

Cancellation of Orders / Refunds

Orders may only be cancelled if goods have not already been dispatched. If goods have been dispatched but not yet delivered (in the case of truck deliveries), a refund less cost of the delivery fee will be considered. If goods have been posted then no immediate online refund can be processed. If goods are returned to us in original condition within 7 days a refund (less postage or delivery fee) will be performed. Refunds are processed via same method as original payment (ie payments made by credit card will be refunded via credit card). Refunds do not apply to Garden Supplies products sold by the metre (ie mulch, soils, pebbles etc) and delivered. No refunds will be given without a receipt.

Intellectual Property and Copyright

All material appearing within this web site is protected by copyright and other intellectual property laws within Australia. Protected material includes but is not limited to graphic and text content, design principals, emails, and all forms of files hosted on this domain. You agree not to publicly display, broadcast, publish, sell,

reproduce, link to, or circulate in any other manner the material on this site without the express written consent of SoilWorx. Your use of our site acknowledges SoilWorx ownership of all intellectual property and copyright of all content within this domain.

Website Availability

The SoilWorx web site is hosted in Australia and we are committed to improving this site on a continual basis, however we do not warrant that the site will be continuously available at all times and it is expected that at times unforeseeable interruptions to this service may occur. Such activities are potentially outside our control.

Use of the website

This website is to be used for online purchasing of SoilWorx products. You agree not to attempt to change, add to, remove, modify, deface, redirect, hack, decompile, block access to, cause unnecessary bandwidth loads or otherwise interfere with this website, the domain, associated email, or any material, images or content display on this website. Any such activity will be deemed an attack on the site, and logs will be handed to Australian Law Enforcement agencies for investigation and prosecution to the fullest extent permissible by law.

Limits of Liability

In no event shall SoilWorx or its partners, employees or clients be liable for any damages whatsoever, whether direct, indirect or otherwise arising out of or in connection with the use or performance of the website except where such instance cannot be excluded, or where SoilWorx is required to accept by law. Should SoilWorx become liable for any such condition or warranty, liability shall be limited at its option to substitution/re-supply of products or refund of any moneys expressly given to SoilWorx for the part of sale (pro-rata) affected by such dispute.

Indemnity

You indemnify SoilWorx, its clients, affiliates, employees, advertisers, agents, and third party product or service providers from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage, including legal fees, incurred or suffered by you or by us as a direct or indirect consequence of your accessing, using or transacting on this site or your attempts to do so and any breach by you or your agents of these terms and conditions.

Governing Law

These Terms and Conditions are governed by and construed in accordance with the State of Victoria, Australia. In the event that a dispute arises from these Terms of Use, you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia. If any part of these Terms of Use is found to be invalid or unenforceable, it shall be severed without affecting the remainder.

Web site content and product information

All product photos are for reference only and any accessories shown are for display purposes unless otherwise stated. Accessories are not included unless specified in the product description text. Some photos may show two or more items to allow you to see the product from different angles. Products are all sold individually unless otherwise stated in the product description. Products may vary slightly to the pictures shown. Natural products such as stones will always have colour variances. From time to time manufacturers may alter a product specifications, colour or dimensions. In the event of a slight variation, we will ship a product which may differ slightly to the sample shown. In the event of a major variation we will contact you

for approval before shipping the goods. If we ship an item different to the sample shown you are entitled by law to return the item for a full refund including the cost of postage or delivery.

Faulty Goods

If you think there is a fault with an item you have received, contact us immediately for a replacement or refund. Greenlife returns are subject to SoilWorx Horticulturalist's discretion.

Cancellation of Orders / Refunds

Orders may only be cancelled if goods have not already been dispatched. If goods have been dispatched but not yet delivered (in the case of truck deliveries), a refund less cost of the delivery fee will be considered. If goods have been posted then no immediate online refund can be processed. If goods are returned to us in original condition within 7 days a refund (less postage or delivery fee) will be performed. Refunds are processed via same method as original payment (ie payments made by credit card will be refunded via credit card). Refunds do not apply to Garden Supplies products sold by the metre (ie mulch, soils, pebbles etc) and delivered. No refunds will be given without a receipt.

Promotions and Competitions

Other Terms and Conditions not listed herein and applying to SoilWorx promotions and competitions are incorporated into these terms and conditions. Unless expressly stated, to the extent that the other Terms and Conditions are not incompatible with the Terms and Conditions herein, the other Terms and Conditions will be in addition to the terms & conditions herein. To the extent that the other Terms and Conditions are incompatible with the Terms and Conditions herein, the other Terms and Conditions shall prevail.

Should you object to any of these Terms and Conditions (including any subsequent amendments), you must immediately discontinue using this website.

Privacy Policy

We have committed ourselves to protecting your privacy. We use the information gathered to enable your account and to enhance your online experience. Please read on for more details about our privacy policy. SoilWorx will not sell its database of customer details or details about customers to a third party. Any and all the information collected on this website will be kept strictly confidential and will not be sold, reused, rented, disclosed, or loaned! We respect the right of users to remain anonymous and will endeavour not to knowingly disclose user identities unless directed by a court of law.

When does SoilWorx disclose the information it collects to outside parties? SoilWorx does not sell, trade, or rent your personal information to others. SoilWorx may release customer information when we believe, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any of our user agreements or (iii) protect the rights, property or safety of SoilWorx, our users, or others.

What information do we collect and how do we use it? When you place an order through this website, we need to know your name, e-mail, phone number, address and credit card details if paying by credit card. This allows us to process and fulfill your order successfully. It also helps us in maintaining your account.

How does SoilWorx protect customer information? When you place orders, we use a secure server. The secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, all of the sensitive customer data we collect is protected by several layers of encryption and several layers of security to prevent unauthorised access.

Credit Card Details

All credit card payments are processed securely through the eWAY Payment Gateway and ANZ or via PayPal depending on customer preference. Payment by credit card is the fastest way to receive your order as there is no clearance delay. SoilWorx only stores the type of card (Visa, Mastercard etc) and last 4 digits of your credit card number. This information is for the sole purposes of managing any enquiry by customers. We do not store the full credit card number, expiry date or name on card.

What about Cookies?

"Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies do not contain any personally identifying information. They allow you to place your online order and to login once you are subscribed. Most Web browsers automatically accept cookies, but you can usually change your browser to prevent that. You will need cookies enabled to use the online shop portion of the SoilWorx website. Cookies are used to store your shopping cart information.

Your Consent

By using our website, you consent to the collection and use of this information by SoilWorx. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Secure Transactions

We offer Credit Card processing, Direct Deposit, and phone ordering. Credit Card payments are made directly through eWAY or PayPal. In order to make every effort to ensure that your experience at www.soilworx.com.au is secure, we use encryption technology to protect you against the loss, misuse or alteration of your personal information. When you fill out any contact forms or access your account, a secure server encrypts all of your information through the use of Secure Socket Layers (SSLs).

To be sure you're browsing secure pages for transactions, check your Web browser's status bar (located at the bottom of the window) for the closed padlock icon. This icon appears in your web browser to tell you that you are viewing a secure web page. Also, all browsers display an "s" after the "http" (<https://>) in the Web site address to indicate that you are in a secure environment.

Guide to Customers for Product Selection and Use

The Customer acknowledges that it purchases soil products and associated quarry/rock products ('Products') from SoilWorx at its own risk.

Please be advised that our soil is a recycled product, which may render it to be unsuitable for a particular use. Our quarry/rock products are sourced from a number of locations and naturally vary in content, size, colour, texture and shape. The customer must take responsibility of ensuring specific requirements and reports are provided – where you believe it is warranted by you as the customer.

SoilWorx will however, where reasonably practicable, provide test reports for any required products upon request. We will endeavour to meet your specific requirements and work with you to deliver a suitable product.

SoilWorx does not guarantee nor warrant that the Products will match the sample requested by the Customer to their exact specifications or as to their quality as these Products may have variations in size, color, texture and shape or that Product descriptions or other Product contents are accurate, complete,

reliable and or current.

The soil that SoilWorx receives could contain constituents/analyses that are background (or naturally occurring) to the area of original extraction. Given this, such constituents could be considered contaminants in the destination area administered by the Customer.

SoilWorx does not accept liability for any loss or damage (whether direct, indirect, consequential or economic) however caused, and whether by negligence or otherwise, which may result directly or indirectly from use of Products supplied. SoilWorx will not indemnify any Customer against a loss or liability that has been reasonably incurred by the Customer as the result of a claim made by the Customer and or by a third party where that loss or liability was caused or contributed by Products purchased from SoilWorx. Product descriptions are subject to change at any time and without prior notice.

Delivery Policy

It is your obligation to enter the correct delivery address details at time of ordering. If you enter the wrong address, we are not obliged to re-send the order to the correct address at our expense.

We will provide you with an estimated date and time for delivery for all orders and while we make every effort to deliver by this time, all dates specified are estimates only. Unfortunately, we are unable to guarantee time of delivery.

It is the responsibility of the customer to inform SoilWorx if an order does not arrive. Once we learn an order has not arrived by the due date, we will lodge enquiries with the relevant logistics and transport departments to ensure delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery.

Please note that if an item has been lost in transit, we will not despatch a replacement item immediately.

Replacement items will be despatched according to our discretion. Without limiting the operation of any other Terms and Conditions herein, you agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancellation of an order.

Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place, or during the time of delivery.

Delivery Terms and Conditions

These terms and conditions will be made available to you at the time of delivery, and all customers are required to read, fully understand and sign the delivery terms and conditions before our driver will unload/tip your product.

Before your order can be tipped/delivered, you must read and agree to the delivery terms and conditions below. While the driver/contractor will exercise due care in delivering the material, SoilWorx/Mother Earth will not be held responsible for any property damage which may occur during the delivery operation or items that will prohibit material from being delivered.

SoilWorx/Mother Earth - Assumption of the Risk, Release and Hold Harmless Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including

The promise to deliver bulk product and any other agreed upon materials (together hereinafter referred to as “materials”), the undersigned hereby acknowledges, covenants and agrees as follows:

(1) The agreed upon delivery includes, without limitation, the use of large vehicles and/or machinery, possibly weighing in excess of 5,000 kg, which may be required to enter upon the real property of the undersigned, as well as the dispensing of the materials on said property.

(2) The delivery of the materials involves exposure to inherent risks and dangers, including, without limitation:

- Cracked driveways
- Damage to grass/lawn
- Damage to walkways, structures and infrastructure
- Damage to shrubs, plants, flowers, trees, tree limbs or any other landscaping
- Plant diseases caused by the use of delivered materials
- Damage to utility lines
- Other damages caused by the weight, height or width of the delivery vehicle to landscaping, driveways, structures, fences, grass, pavers or any other structure
- Discoloration of driveways/walkways due to leaking fluids or other residue from delivery vehicle
- Discoloration of driveways/walkways where delivered materials are dispensed
- Damage or inconvenience caused by delivery of materials to a spot or location other than that indicated by the undersigned as per this agreement

(3) Any product delivered curbside and left on the cross-over or footpath becomes the responsibility of the undersigned. SoilWorx will not be held accountable for any loss, damages, injuries, or municipal action that may arise from this delivery.

(4) Any damage and subsequent costs arising from a SoilWorx/Mother Earth vehicle becoming bogged onsite due to client/customer tipping directions are the responsibility of the customer. The customer accepts responsibility for all associated costs, including towing fees that may arise from our driver/contractor and vehicle becoming bogged onsite.

(5) The undersigned, and for the undersigned’s successors, assigns, heirs, executors and administrators, releases and holds harmless SoilWorx/Mother Earth, its officers, agents and employees for any and all injuries, both to person and property, regardless of severity, arising out of or related in any way to the delivery of, or use of, any materials delivered per this agreement, including, without limitation, injuries which occur, in whole or in part, due to any act, negligent, reckless, intentional or otherwise, by or on behalf of SoilWorx, its officers, agents or employees;

(6) The undersigned, and for the undersigned’s successors, assigns, heirs, executors and administrators, shall indemnify and hold harmless SoilWorx/Mother Earth, its officers, agents, and employees, from any and all liability, actions, causes of action, claims, debts and demands of any kind and nature, including costs, expenses and attorney’s fees, incurred by SoilWorx/Mother Earth, its officers, agents or employees, as a result of, arising out of or related to, any act or omission, intentional, reckless, negligent or otherwise, by the undersigned, during the course of the delivery or use of any materials delivered per this agreement; and

(7) The undersigned is 18 years of age or older, has read this document completely and understands its contents, and is legally competent to execute the same. Any person signing this agreement who is not 18 years of age or older must have this document signed by either the undersigned’s legal guardian or



guardians.

(8) This Assumption of the Risk, Release and Hold Harmless Agreement extends to my heirs, assigns, legal representatives, beneficiaries, and agents of any kind; as well as to SoilWorx, and past, present and future officers, employees and agents thereof. I acknowledge that I have had the opportunity to read this entire form and understand the terms and conditions of delivery.

(9) Please be advised for any scheduled delivery that cannot be delivered due to site restrictions, customer error or unsafe tipping conditions, a return to yard fee will apply.