

Terms and Conditions of Purchase

This website www.kimmi10.com.au (the **Site**) is operated by Kimmi.10 Personalised Products & Gifts (ABN 37 583 354 070) (**Kimmi.10**). Throughout the Site the terms “we”, “us” and “our” refer to Kimmi.10. Your access to and use of the Site, including your order of products through the Site, is governed by these terms and conditions of purchase (these **Terms**).

You are required to read these Terms before accessing or using the Site. By accessing or using the Site you accept these Terms and agree to be bound by same. We may update these Terms at any time by publishing the amended Terms on the Site.

By agreeing to these Terms, you represent that you are at least 18 years of age.

We reserve the right to refuse the supply of products to anyone for any reason at any time.

Orders

All orders are subject to availability and acceptance of the offer contemplated herein.

You agree to provide current, complete, and accurate information for all orders placed on this Site.

Your offer to purchase any product at the displayed price includes being responsible for delivery charges which will be calculated and shown at checkout.

When you place an order, you will receive an e-mail confirming your order.

For each accepted offer we will supply you with the ordered products in accordance with these Terms.

The Site may contain errors or inaccuracies (including availability errors) and may not be complete or current and we reserve the right to correct any such errors and/or refuse to fill any orders that you may have placed based on incorrect information on the Site.

Any rejected offers to purchase products will be notified to you in a timely manner and any moneys paid by you will be refunded.

Price and Payment

Prices are shown in Australian dollars. Prices are subject to change. We reserve the right to correct any errors in the advertised price or description.

You may pay the price, fees and charges associated with any order using Mastercard, VISA, PayPal, or any other payment methods notified by us on this Site from time to time.

Delivery

We will only deliver products ordered through this Site to any location in Australia. The delivery charges to deliver your order to your nominated delivery address will be displayed to you when you place your order.

You may also choose to collect your order. Collection details are provided once the order has been completed.

Risk and title to the products passes to you on the date they are dispatched.

We may cancel any part of an order at any time including where the products in that order are not available, or where there is an error in the processing of your order, or where there is an error in the price, or any other relevant information displayed on the Site at the time of the order. We will refund the amount paid by you for any order cancelled by us where applicable.

Order processing times are generally 3 to 10 days (depending on the nature of your order and current supply capabilities). We will make every effort to meet any proposed delivery window but we recommend you order well in advance of your required date.

Orders are dispatched once completed and delivery times are dependent on the postal service selected.

Kimmi.10 makes no warranty that any timeframes will be met and any delay whether inside our control or otherwise.

Returns

We do not accept a request to return and refund purchased goods where you have simply changed your mind or made a wrong selection.

You must check any products delivered to you to determine if it is damaged. If a product is damaged on delivery, then you should notify us.

Where you are entitled to a refund of your payment due to the products being defective, we will use our best endeavours to process your refund within a timely manner. Your funds will be refunded back to the same method of payment you used to make your online purchase. We cannot offer a refund or exchange where there is no fault with the product, or the product has been damaged due to misuse, abnormal use or negligent use.

Our Liability

Our goods come with guarantees that cannot be excluded under the *Competition and Consumer Act 2010 (Cth)* in Australia. You are entitled to a replacement or refund for a serious/major fault and compensation for any other reasonably foreseeable loss or damage.

Our liability shall be limited to the maximum extent permitted by law but nothing in this section is intended to exclude or limit any rights which you may have under the *Competition and Consumer Act 2010 (Cth)*.

You acknowledge that the Site is provided "as is" and that we do not make any warranty or representation of any kind, express or implied as to the suitability of the Site, in respect to any information, content and materials contained in the Site for any purpose.

We will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond our reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

General

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

These terms are governed by and interpreted in accordance with the laws of Queensland, Australia and you irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.

A failure by us to exercise any of our rights does not result in a waiver of any such rights unless expressly waived in writing by a duly authorised representative of Kimmi.10.

We make no warranties with respect to the Intellectual Property Rights in any products.

Please refer to our Privacy Policy for any information regarding our use of your personal information.