

## WINE ARK TERMS AND CONDITIONS

wine-ark web site – Wine Ark Pty Ltd, trading as wine-ark.com.au.au & wine-xchange.com.au.au

### 1. Acknowledgment and Acceptance of Terms & Conditions

The following terms and conditions govern your use of the wine-ark website (“Website”) and the materials and information accessible on or from the Website. The Website is only available for use by persons who are 18 years of age or older (or, if higher, the legal minimum age for buying alcohol in the place in which you reside) and who can legally enter into binding agreements.

Your use of the Website means you accept these terms and conditions. If you do not agree with these terms and conditions, please do not visit or use the Website.

### 2. Redirected URL’s

These terms and conditions also apply to all users redirected from other URL’s owned by Wine Ark Pty Ltd

### 3. Registered Guests, Password and Security

Registered Guests agree to:

a. provide certain current, complete and accurate information about yourself;

b. maintain and update this information as required to keep it current, complete and accurate.

wine-ark.com.au may refuse to provide or to continue to provide access to the Website at its sole discretion until you are accepted as a Registered Guest. wine-ark.com.au reserves the right to terminate your use of the Website if any information provided by you is incomplete or inaccurate.

Your Registered Guest account is not transferable. Once you become a Registered Guest, you will receive an access code, which consists of a client/user number and password. Your access code is used to log into the secure area of the Website. It is important that you:

a. keep secure and protected your record of access codes;

b. keep only one record of your access codes;

c. keep your record of your password, or client number or confidential identification details you have provided separate and apart from each other;

d. do not tell any unauthorised person your access codes;

e. do not allow any unauthorised person to read, watch you enter, or view your access codes.

wine-ark.com.au may cancel the use of the secure area of the Website at any time without notice if we believe the access codes have been used, or will be used in a way that will cause confidential information to be released.

### 4. Registered Guest Conduct

Your right to use the Website is personal to you. You undertake not to use or allow the Website to be used:

a. to receive, store, display, send or publish any material which is offensive, abusive, indecent, defamatory, obscene racially or ethnically abusive or menacing;

b. to receive, store, display, send or publish any material in breach of confidence;

c. to receive, store, display, send or publish any material which is harmful to minors in any way;

d. to receive, store, display, send or publish any material that infringes the intellectual property rights, privacy, publicity or any other rights of any third party;

e. to cause annoyance, inconvenience or needless anxiety;

f. in breach of any applicable law, regulation or code;

g. to send unsolicited or unauthorised advertising, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation; or

h. in a manner which is otherwise unlawful.

wine-ark.com.au may (temporarily or permanently) grant limited access or deny access to the Website or any part of it or cease to provide any of its facilities where, in its sole discretion, continued use by you is or is likely to contravene any of the above provisions.

### 5. Website Subscription Fees

wine-ark.com.au may, from time to time, impose charges for certain services and subscriptions available from within the secure area of the Website. Prior to having access to the information contained in the subscription, you will be notified that if you take up the subscription, you will be charged a fee.

If you are not completely satisfied with your subscription, wine-ark.com.au agrees to refund the remaining portion of your subscription. In order to obtain a refund of your unused subscription, you must apply to wine-ark.com.au for the refund. In calculating the refund wine-ark.com.au will have no regard to any “free months” that may have been included in the subscription offer and will only calculate the refund on the number of months that have actually been paid for.

### 6. Website Orders & Deliveries

All orders placed through the Website are subject to confirmation and acceptance by wine-xchange.com.au.

All orders are accepted on the condition that you accept these terms and conditions and wine-ark.com.au's Returns Policy and Privacy Policy. wine-ark.com.au may, at its sole option, revise any of its Policies from time to time without notice.

Where the goods are not available, you will be notified of this by wine-ark.com.au as soon as possible. wine-ark.com.au aims to include up-to-date pictures of all of the products for sale on the Website. However, our picture of the goods may differ from the actual goods delivered.

wine-ark.com.au reserves the right to restrict sales to retail quantities when supplying resellers and distributors.

wine-ark.com.au or its agent will deliver the goods you order to the address you specify in your order, within the agreed time frame, subject to their availability.

Anyone at the delivery address who receives the goods will be presumed by wine-ark.com.au to be authorised to receive the goods.

If there is no-one at the delivery address or no-one of appropriate age to receive and pay for the order, wine-ark.com.au may charge you additional delivery fees.

If your goods include products in respect of which the law prescribes a minimum age for purchase, you must be 18 years of age or older (or such other higher minimum age as is prescribed by the law), and you must ensure that a person of appropriate age is available to accept delivery of the goods. wine-ark.com.au may refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age.

Once the goods are delivered to you, you will own them and it is your responsibility if they are lost or damaged.

#### 7. Website Prices & Payment

For each online order, you must pay:

- a. the applicable price for the relevant goods confirmed by wine-xchange.com.au; and/or
- b. the delivery and handling fee specified on the Website at that time, or confirmed at a later date.

Payment must be cleared before the goods are dispatched. All payments are to be made through the payment system provided by the Website, unless otherwise agreed. We are unable to accept COD payments.

Prices and availability are subject to change without notice. Typographical, product description, pricing, images and other errors are subject to correction, even after orders and/or payment are accepted.

wine-ark.com.au may vary prices in the event of price changes or mistakes made by suppliers on reasonable prior notice to you. If wine-ark.com.au requests payment for increased prices, you may cancel the order by giving notice to wine-ark.com.au, which must be received within 7 days of the announcement of the increase.

Published member discounts are only available to wine-ark.com.au CELLAR CLUB members, whose membership fees and accounts are up to date.

#### 8. GST

GST will be included within the prices and fees charged by wine-xchange.com.au and is payable by you at the same time as you pay such prices and fees. "GST" means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

#### 9. Website Security Capabilities

wine-ark.com.au utilises state-of-the-art E-Commerce systems. To ensure the safe and secure transmission of credit card details, wine-ark.com.au uses 128 bit Secure Sockets Layer (SSL) technology, through a secure-leased line that runs directly to our bank's merchant facilities.

This means that the credit card information you send is encrypted by your computer, and then decrypted again on our side, preventing others from accessing your private information in between. So, when using an SSL capable browser, shopping on the Website is the safest kind of transaction possible with a credit card.

The payment systems utilized by wine-ark.com.au ensure that your credit card details are NOT stored on our Website server or on any of our databases. Only the bank that processes the transaction has any record of your credit card details.

#### 10. Website Fraud

wine-ark.com.au is committed to reducing fraud. Our policy is that we will prosecute any cases of fraud that we identify. Should any transaction be completed on the Website using a stolen credit card, we will co-operate with the relevant authorities to prosecute the offender.

#### 11. Credit Reporting and Disclosure of Personal Information

For the purposes of applying our Credit Policy and conducting our credit management of your account, you authorise us to obtain from (and disclose to) credit reporting agencies certain information about you for all purposes permitted by the Privacy Act 1988 (Cth). This information may include personal information (such as your name, address, telephone numbers, bank account or credit card details, billing details), your credit worthiness, credit standing, credit history or capacity and any information about your use of the Website. wine-ark.com.au may refuse your application for, or monitor your usage of, or restrict your access to, the Website on the basis of our assessment of credit information relating to you. You are entitled to see and correct any credit information we hold about you.

You acknowledge and agree that we may disclose your personal information if required to do so by law. You authorise us to disclose your personal information obtained by us in connection with your use of the Website to our Related Corporations, telecommunications suppliers, our agents and our contractors and use that information for account management, business planning and marketing purposes.

wine-ark.com.au will take all reasonable efforts to ensure that information concerning your personal information and any other data that you transmit through the Website (including the cellar management system) is kept secure and in accordance with our Privacy Policy. However, you store this information at your own risk, and wine-ark.com.au will not be liable for any unauthorised access to, or loss of that information.

#### 12. Website Returns

wine-ark.com.au offers a 7-day return policy on all unopened products except those sold on a "No Returns Basis". We also offer a 7-day return policy on "Dead on Arrival", "Incorrectly Shipped" or "Damaged in Transit" products. Carefully review the conditions of our Returns Policy before making your purchase.

#### 13. Website Export & Legal Restrictions

In Australia, it is an offence to sell or supply to or to obtain liquor on behalf of a person under 18 years of age. Therefore, we require that all Australian Website users, Registered Guests, Subscribers and Clients be at least 18 years of age. We also require that someone 18 years of age or older must be present to sign for deliveries or collections containing alcohol.

#### 14. Website Mailing List

wine-ark.com.au offers all Registered Guests the option to join our mailing list. Subscription to this service is optional and free.

If you belong to our mailing list, we will send information about events, specials, new features, services & products available through the Website. This is intended to keep you up to date with our Website, and to make your wine collecting, storing and trading experience easier. Should you no longer wish to receive this information, there is an option to unsubscribe from our mailing list from within the secure area of the Website. You may unsubscribe at any time.

It is our policy to actively remove old email addresses and domains that consistently send failure messages to our email servers. Therefore, we request that you to keep your contact information up to date. wine-ark.com.au reserves the right to unsubscribe Registered Guests from our mailing lists, without reason or notice.

#### 15. Intellectual Property

You acknowledge that all copyright, trade marks and other intellectual property rights in and/or relating to the Website and wine-ark.com.au's services are owned by or licensed to wine-ark.com.au.

You must not use any of those intellectual property rights, Website or wine-ark.com.au services, except in the manner provided in these terms and conditions.

Subject to provisions of the Copyright Act 1968 (Cth), you must not, in any form or by any means:

- a. copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish or create derivative works from any information or material on the Website; or material on the Website;
- b. alter, decompile, disassemble, reverse engineer or modify any material or information that you receive from the Website which can be accessed through the Website; or
- c. use or apply, for commercial purposes any material or information on the Website without the prior written consent of wine-xchange.com.au.

All trademarks, brands and names appearing on the Website are the property of their respective owners. Nothing contained on the Website is intended to grant any express or implied right to you to use or exploit any patent, copyright, trademark or trade secret information.

For further information on using the content, trademarks, brands and names of the Website please contact us at [emaillogs@creativefactory.com.au](mailto:emaillogs@creativefactory.com.au).

## 16. Website Links

Any third party products, services and information offered for sale or advertised which are accessible from the Website via a hyperlink to a third party website ("Third Party Website") are not produced or endorsed by wine-ark.com.au and your legal relationship is with the third party supplier.

wine-ark.com.au has not checked the accuracy or completeness of the information or the suitability or quality of the products and services of the third parties.

You must make your own enquiries with the relevant third party supplier direct before relying on the third party information or entering into a transaction in relation to the third party products and services accessible from the Website via a hyperlink to the Third Party Website.

wine-ark.com.au may receive fees and/or commissions from third parties whose products and services are displayed or made available from the Website via a hyperlink to the Third Party. You acknowledge and consent to us receiving the fees and/or commissions.

## 17. Third-party Statements

wine-ark.com.au does not monitor or review statements made by persons other than wine-ark.com.au ("Third Parties") on the Website. Third Parties may post statements or information on some portion of the Website from time to time ("Third Party Posted Material"). wine-ark.com.au makes no representations to you in relation to the accuracy, quality, legality, ownership or other aspect of any Third Party Posted Material.

## 18. Term and Termination

Either party may terminate your use of the Website and your right to receive other wine-ark.com.au services provided through the Website at any time by either party giving the other written notice of termination.

wine-ark.com.au may immediately terminate your use of the Website and your right to receive other wine-ark.com.au services without prior notice if:

- a. you fail to pay any charges payable pursuant to these terms and conditions (or any other agreement you may have with one of our Related Corporations) by the respective due date;
- b. subject to paragraph (a), you default in performance or observance of these terms and conditions and, in the case of a breach capable of remedy, you fail to correct that breach within 7 days of written notice from us;
- c. you are declared bankrupt or an administrator, receiver or manager or receiver and manager or a liquidator or provisional liquidator is appointed to you or you enter into any arrangement with your creditors or any class of creditors;
- d. you die or, in the case of a partnership, on dissolution or on the filing of an application to dissolve the partnership;
- e. our supplier terminates its agreement with us.

If your use of the Website and your right to receive other wine-xchange.com.au services is terminated for any reason by either party, you must immediately pay us all amounts owed by you.

## 19. Limitations on Use

If wine-ark.com.au makes a request to you to stop using the Website or to promptly return or destroy copies of information provided on the Website, you must immediately comply with that request, and confirm in writing to wine-ark.com.au within 5 business days after that request, that you have done so.

## 20. Downloadable Documents

While wine-ark.com.au will take all reasonable efforts to ensure that files that you download from this Website are free from viruses, worms, Trojan horses and other material of a destructive nature, your access to or use of them is at your own risk.

## 21. Disclaimer of Warranties

You agree to use the Website and other services provided by wine-ark.com.au at your own risk. The Website and other services are provided 'as is'. They are not provided for professional use. Subject to any non-excludable provisions of the Trade Practices Act 1974 (Cth), wine-ark.com.au disclaims any and all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. wine-ark.com.au makes no warranty that the Website or its other services will meet your requirements, nor that they will be continual and uninterrupted, timely, secure, or error free; nor does wine-ark.com.au make any warranty as to the results that may be obtained from the use of the Website or other services or as to the accuracy or reliability of any information obtained through the Website or other services or that defects in the software

will be corrected. No advice or information, whether oral or written, obtained by you from or through the Website or other services shall create any warranty not expressly made in these terms and conditions.

#### 22. Limitation of Liability

While wine-ark.com.au shall use all reasonable care in providing the Website and other services, we shall not have any liability whatsoever in contract, tort or otherwise to any party in respect of any loss or damage (including without limitation direct, indirect, incidental, special or consequential loss, economic loss or loss of other contracts, loss of profit or revenue, business interruption, loss of programs or other data on your information handling system or costs of replacement goods) arising out of the use of or reliance on the materials or information presented on the Website, the use of any Third Party Website and any Third Party Posted Material or other services, any inaccuracy or error or omission from any part of the Website or other services or your inability to use the Website or the other services and information contained therein even if wine-ark.com.au was expressly advised of the possibility of such loss or damage.

In the event that these terms and conditions constitute a supply of services to a consumer as defined in the Trade Practices Act 1974 (Cth) or relevant State or Territory legislation, nothing contained in these terms and conditions excludes restricts or modifies any condition, warranty or other obligation where to do so would be unlawful and in such event wine-ark.com.au's sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which you may sustain or incur shall be limited to:

- a. in relation to services – (1) the supplying of the services again, or (2) the payment of the cost of having the services supplied again, as we may elect; and
- b. in relation to goods – (1) the replacement of the goods or the supply of equivalent goods, or (2) the payment of the cost of replacing the goods or of acquiring equivalent goods, as we may elect.

#### 23. Release and Indemnity

You hereby waive, release, forgive, discharge and relinquish any and all claims that you now have or may have against wine-ark.com.au, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives which are connected with, arise out of, relate to or are incidental to any transaction.

You hereby agree to indemnify, defend and hold wine-ark.com.au, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all claims, loss, damage, tax including GST, liability and/or expense that may be incurred by wine-ark.com.au, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives arising out of or in connection with the performance of its duties as described in these terms and conditions including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

You further agree to indemnify and hold wine-ark.com.au, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of your use of the Website or other services, the breach of these terms and conditions, or the infringement of any intellectual property or other right of any person.

#### 24. Variation on These Terms & Conditions

wine-ark.com.au may change these terms and conditions from time to time. Any changes will be posted on the Website. You are responsible for reviewing the Website to ensure compliance with these terms and conditions (as varied from time to time).

#### 25. Entire Agreement

You acknowledge and agree that these terms and conditions (together with the provisions of your registration and our various Policies) comprise the entire agreement between the parties and exclude all oral or implied representations and terms unless such terms are agreed between the parties in writing.

#### 26. Severability

If any part of these terms and conditions are or become invalid, that part shall be severed and such invalidity shall not affect the validity of the remaining terms and conditions.

#### 27. Relationship Of The Parties

It is agreed that no partnership, joint venture, association, co-operative, agency or employee/employer relationship is intended by these terms and conditions and any implication as to any such relationship is hereby expressly negated.

## 28. Force Majeure

No party shall be deemed to be in breach of these terms and conditions (other than any obligation to pay money) by reason of any delay in performance or non-performance to the extent that such delay or non-performance is due to causes beyond its reasonable control (including, but not limited to, any strike, lock-out or other form of industrial action, acts of God, war, riot, fire, flood or storm) and the party concerned has acted and continues to act reasonably and prudently to prevent and to minimise the effect of such causes.

## 29. Assignment

wine-ark.com.au reserves the right to assign or subcontract any or all of our rights and obligations. If we exercise this right, we shall name the assignee or subcontractor on the main screen of the Website and you will be entitled (if you do not agree to such assignment or subcontract) to terminate your agreement with us by giving not less than 3 working days notice to us. You may not, without our written consent, assign or dispose any of your rights or obligations under your agreement with us.

## 30. Survival of Certain Provisions

Each indemnity under these terms and conditions is a continuing indemnity and shall constitute a separate and independent obligation of the party giving the indemnity from its other obligations under these terms and conditions and, unless a contrary intention is indicated, shall survive the termination or completion of your agreement with us.

## 31. Waiver

Any party's failure to insist on compliance or enforcement of any of these terms and conditions shall not affect its validity or enforceability or constitute a waiver of future enforcement of that term and condition or of any other term and condition.

## 32. Governing Law

These terms and conditions shall be governed by the law in force in the State of New South Wales, Australia or, where applicable, the Commonwealth of Australia, and the parties expressly submit to the non-exclusive jurisdiction of the courts of that State or, where applicable, of the Commonwealth, and the courts of appeal from them for determining any dispute concerning your agreement with us.

## Privacy Policy

Wine Ark Pty Ltd, trading as wine-ark.com.au & wine-xchange.com.au

wine-ark.com.au highly values the privacy of our subscribing clients, registered guests & website visitors. Therefore we have established, and maintain a Privacy Policy, to ensure that the proper respect for the privacy is provided for our customers.

## Data Collection

- To protect your privacy, you can visit wine-ark.com.au site without identifying yourself or having to reveal any information about yourself. We do not collect personal information when you visit our site unless you log on, place an order or register with us.
- Only wine-ark.com.au staff have access to your information. We do not share, sell, rent or barter any identifiable personal information to any third party without your permission.
- When you log on to our site, we will ask you your user name & password. It is your responsibility to keep these details safe, to prevent unauthorized access of your account.
- We also offer all registered guests, the option to join our mailing list. Subscription to this service is optional and free, but subject to our Terms & Conditions.
- If you belong to our mailing list, we may send information about events, specials, new features, services & products available through the wine-ark.com.au website. This is intended to keep you up to date with our website, and to make your wine collecting, storing, trading experience easier.
- Should you no longer wish to receive this information there is an option to unsubscribe from our mailing list from within the logged in area of the website. You may unsubscribe at any time. [Click here to unsubscribe now.](#)
- It is our policy to actively remove old email addresses and domains that consistently send failure messages to our email servers. Therefore, we request that you to keep this information up to date.
- IWE reserves the right to unsubscribe registered guests from our mailing lists, without reason or notice.
- Many of the specials offered through the wine-ark.com.au website are only available to registered guests and/or wine cellar club members. To allow us to identify you, we may ask for specific information that identifies you as a registered guest, client and/or wine cellar club member.
- When you submit feedback or questions via e-mail, or contact us for information about our Web site, we will request your name and e-mail address. We use this information solely to respond to your inquiries.

- When you enter a contest or other promotional feature, we may ask for your name, address, and e-mail address so we can administer the contest and notify winners. We may ask for other information to enable us to improve our site, check your account status or to provide you with special offers.
- Our site contains links to other sites. wine-ark.com.au is not responsible for the privacy practices of other Web sites.
- By default all web server log files capture IP addresses. We may use your IP to help diagnose problems with our server, administer our web site, investigate fraud and to track web usage. This information is used internally and is not shared with anyone else, unless required by law.
- When you place an order through our website you will be asked for the following personal information: your name, e-mail address, mailing address, delivery address and any special delivery instructions, phone number and membership number. We may share this information, and only that information which is absolutely necessary, with those third parties that are involved in the processing of your order. For example, the financial institution that issued your credit card and the shipping carrier that delivers your order.
- Should you wish to view or amend your details, simply log onto our website using your username & password.
- wine-ark.com.au may release your personal information when we believe, in good faith, that such release is reasonably necessary to:
  - a. comply with the law;
  - b. enforce or apply the terms of our user agreement; or
  - c. protect the rights, property or safety of wine-ark.com.au , our users, and others.

As the Federal Government introduces new privacy legislation, wine-ark.com.au's privacy policies will be reviewed and updated as required. More information on privacy legislation is available from the Federal Privacy Commissioner at [www.privacy.gov.au](http://www.privacy.gov.au).

#### Clickstream Data and Cookies

A cookie is a small amount of information sent from a Web server to your computer. We use cookies when someone logs into our site, to maintain that log in, to retain log in information, if requested, and for the service of our shopping and/or delivery basket. We do not use cookies for marketing, promotional or advertising purposes, nor do we use cookies to track your Internet activity before or after you leave wine-ark.com.au. Any activity while you are at wine-ark.com.au may be monitored.

Our service provider makes a record of your visit and logs the following information for statistical purposes – the user's server address, the user's top level domain name (eg. .com, .gov, .au, .uk etc.), the date and time of the visit to the site, the pages accessed and documents downloaded, the previous site visited and the type of browser used. No attempt will be made to identify users or their browsing activities except, in the unlikely event of an investigation, where a law enforcement agency may exercise a warrant to inspect the service provider's logs.

No other company has access to our cookies.

#### Unsolicited Emails from IWE

wine-ark.com.au has found that attractive, graphics-rich emails are a quick, effective and low-cost way to communicate with customers and prospects about the products & services that are offered through our website. We maintain an opt-out, user-customizable subscription service of email addresses of people requesting promotional emails.

We do not want to send emails to you if you would prefer not to receive them. Therefore, every email provides a way for you to unsubscribe from future emails. Alternatively, you can contact us at [emaillogs@creativefactory.com.au](mailto:emaillogs@creativefactory.com.au) to unsubscribe.

#### Returns Policy

wine-ark.com.au offers a 7-day return policy on certain products. Not all products are eligible for return and not all products that are eligible for return are to be returned to wine-ark.com.au. Carefully review our Returns Policy (below) before making your purchase. Shipping charges may apply and are not refundable. If you still have questions after reading our Returns Policy, please do not hesitate to contact our Customer Service Staff at [emaillogs@creativefactory.com.au](mailto:emaillogs@creativefactory.com.au)

Unless otherwise specified, the benefits conferred by warranties set out herein are additional to all other conditions, warranties, guarantees, rights and remedies expressed or implied by the Trade Practices Act.

#### Return Processing Time/s

A Replacement or Refund would normally be issued within 7 days of us receiving the returned goods, with the exception of goods that are not obviously faulty and may require testing.

Where a product is returned because you believe it is faulty and the fault cannot be observed by our internal testing, the product may need to be tested by the manufacturer. In such cases the testing process may result in delays in determining if a Refund will be issued.

The processing of "Damaged in Transit" claims is also subject to the terms & conditions of our nominated carriers insurance policies. Depending on the product, "Damaged in Transit" claims can be delayed by the procedures & investigations of the nominated carriers insurers.

#### Returns Procedure

##### STEP 1 Obtain a Return Authorisation Number

All goods to be returned, whether defective or not, will require a Return Authorisation Number before they can be returned. To obtain a Return Authorisation Number, please contact our staff by telephone on 1800 111 275 or by e-mail at [emaillogs@creativefactory.com.au](mailto:emaillogs@creativefactory.com.au)

You will need to supply the following information, most of which will be on your Invoice before we can issue a Return Authorisation Number:

- Your Name and Contact Details
- Our Invoice Number & Invoice Date
- Description of Product to be Returned
- The Reason for Return (see acceptable return categories below)

Each Return Authorisation Number is only valid for one (1) product and must match the product authorised for return. Return Authorisation Numbers are only valid for 7 days so we must receive the returned product within this period otherwise the return may not be accepted.

The Return Authorisation Number should be clearly visible on the outside of the product-shipping carton and addressed to the address advised by [wine-ark.com.au](http://wine-ark.com.au)

##### STEP 2 Return the products

It is the customer's responsibility to ensure that all products are suitably packaged in order to prevent damage during return shipping. Do not write on or attach labels to the product being returned, otherwise the return may not be accepted. For some purchases [wine-ark.com.au](http://wine-ark.com.au) will arrange for the product to be picked up for return to our supplier/s. (The method might vary depending on product). For all other returns the customer is responsible for costs associated with return of the product. [wine-ark.com.au](http://wine-ark.com.au) will not pay, nor reimburse any costs associated with a customer-organised shipment.

[wine-ark.com.au](http://wine-ark.com.au) recommends that products returned by post should be sent by registered or certified mail and insured to their full value. [wine-ark.com.au](http://wine-ark.com.au) accepts no responsibility for loss or damage occurring in transit on return to [wine-ark.com.au](http://wine-ark.com.au) or their supplier/s.

##### STEP 3 Receive the replacement product / refund

For products which are found to be "Dead on Arrival", "Incorrectly Shipped" or "Damaged in Transit" a replacement will be forwarded to you once the return has been received, processed & approved. In situations where a replacement product is not available, a refund will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to you.

For your security reasons, all Refunds will be made either by Cash, Cheque, or by applying a Credit against the Credit Card used for the original purchase. The actual method of refund will be dependant upon the payment method used for the original purchase.

#### Acceptable return categories

##### A. Faulty or Dead on Arrival

In the event that you receive a product that's not in working order or develops a fault (except those due to willful damage, or customer misuse) within the first 7 days after delivery you should notify our Customer Service Staff immediately upon noticing the fault so we can process the return as a "Dead on Arrival Product".

[wine-ark.com.au](http://wine-ark.com.au) will test all products returned as defective or damaged within 7 days of receipt. Some products may need to be returned to the supplier/s for testing. If it is determined that the product is in working condition, not defective or damaged, it will be returned to you and you will be invoiced for the processing and freight costs associated with the return.

[wine-ark.com.au](http://wine-ark.com.au) reserves the right to refuse any returns that:

- Are incomplete or missing parts
- Are not returned in their original packaging
- Show signs of physical damage to the product or its packaging
- Does not include a valid Return Authorisation Number on the shipping label
- Has an expired Return Authorisation Number



wine-ark.com.au shall not accept any wine traded through the wine-ark.com.au WINE-XCHANGE trading floor for return as "Dead on Arrival".

#### B. Damaged in Transit

In the event that you receive a product that appears to have been Damaged in Transit you should:

- Refuse to accept delivery of the product.
- Direct the Courier to Return Goods to Sender.
- Notify our Customer Service Staff immediately.

If you have already accepted delivery, and then notice that the product appears to have been damaged during transit you should notify our Customer Service Staff immediately, so we can process the return as a "Damaged in Transit".

wine-ark.com.au shall not accept any wine traded through the wine-ark.com.au WINE-XCHANGE trading floor for return as "Damaged in Transit".

#### C. Incorrectly Shipped

In the event that you receive a product that's different to the one ordered you should notify our Customer Service Staff immediately upon receipt of the product, so we can process the return as a "Incorrectly Shipped".

wine-ark.com.au shall not accept any wine traded through the wine-ark.com.au WINE-XCHANGE trading floor for return as "Incorrectly Shipped".

#### Return policy exclusions

##### D. Opened Product

Except for "Dead on Arrival", "Damaged in Transit" or "Manufacturer's Return Policy" product we will not accept any opened product for return unless the product is defective within the warranties imposed by statute and which cannot be excluded by agreement. Examples of conditions under which we would accept opened product are:

- "Dead on Arrival" or "Damaged in Transit" product.
- Product which develops a fault (except those due to willful damage, or customer misuse) within the first 7 days after purchase.
- Could reasonably be considered to be of unmerchantable quality.
- Fails to perform to the manufacturer's specifications.
- Fails to perform as advertised.

##### E. No Return Basis

The term "No Return Basis" means that unless the product is "Dead on Arrival", "Incorrectly Shipped" or "Damaged in Transit", the product will not be accepted for return unless it is defective within the warranties imposed by statute and which cannot be excluded by agreement.

Products sold on a "No Return Basis" include:

- Subscriptions & memberships
- All wine traded through the wine-ark.com.au WINE-XCHANGE trading floor
- Products with a "Special Reduced Price" label.
- Products with a "No Return" label.
- Products not listed within our standard range & are specifically ordered
- Product listed on the Packing Slip or Invoice as "No Return".

Examples of conditions under which we would accept "No Return Basis" product are:

- "Dead on Arrival" or "Damaged in Transit" product.
- Product which develops a fault (except those due to willful damage, or customer misuse) within the first 7 days after purchase.
- Could reasonably be considered to be of unmerchantable quality.
- Fails to perform to the manufacturer's specifications.
- Fails to perform as advertised.

If it is found upon return that an item was not incorrectly shipped, a service fee will apply. This policy excludes any item that is not in the condition in which it was first shipped.

##### F. Covered by Manufacturer's Warranty

With the exception of Ex-Demo, Ex-Rental, Soiled or Damaged products, all products unless noted otherwise, are sold with the suppliers full Manufacturer's Warranty. The warranty period and service level varies by manufacturer and product.

In the event that the product you have received develops a fault more than 7 days after purchase, then the manufacturer's warranty would apply. All claims for Warranty Service outside the "Dead on Arrival" period

should in the first instance, be directed to the Manufacturer or their Authorised Service Centre. The product will be Repaired/Replaced at the sole discretion of the Manufacturer. Should the Manufacturer determine that the fault is not covered by Warranty then they will advise you of the quoted repair costs and ask if you wish to proceed with repair. If you decide not to proceed with the repair the Manufacturer may charge you an inspection fee.

For products where the Manufacturer has determined the fault is not covered by Warranty they may require payment of the Manufacturer's service charges and any costs associated with processing of the return prior to returning the product to you. If you have problems contacting the Manufacturer or their Authorised Service Centre then please contact our Customer Service Staff so we can assist you with your claim.

#### G. Non-Warranty Service and Repairs

All claims for Service outside the Manufacturer's Warranty period should in the first instance, be directed to the Manufacturer or their Authorised Service Centre. [Wine-xchange.com.au](http://Wine-xchange.com.au) will provide you their contact details if required. The product will be Repaired at the sole discretion of the Manufacturer. Once the Manufacturer has determined an estimated repair cost they will advise you of the quoted repair costs and ask if you wish to proceed with repair. If you decide not to proceed with the repair the Manufacturer may charge you an inspection fee.

They may require payment of the Manufacturer's service charges and any costs associated with processing of the return prior to returning the product to you.

If you have problems contacting the Manufacturer or their Authorised Service Centre then please contact our Customer Service staff so we can assist you with your warranty claim.