



TERMS & CONDITIONS

ABOUT THESE TERMS AND CONDITIONS

In these Terms and Conditions “we” and “us” mean Oliria.com.au and “you” and “your” means you the customer. These Terms and Conditions together with your order constitute the entire Contract between us and you for the supply of Products. No other Terms and Conditions will apply. The Contract cannot be varied unless we agree to vary it in writing or by email prior to the event.

LEGAL CAPACITY TO TRANSACT

By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years. Any orders placed and accepted by us will be deemed to be by persons over the age of eighteen (18) years. Should we suffer any damage or other losses as a result of a transaction entered into by a minor, we reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order(s) to be placed with us.

PRIVACY POLICY

We collect your personal information in accordance with our Privacy Policy so that we can process your orders, and provide information and offers. Without your information, we may not be able to provide you with services or information and you may miss out on receiving valuable information about us. You have a right to access your personal information that we hold, and may request us to correct this. If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Customer service at support@oliria.com.au

PLACING YOUR ORDER

You may place your order by filling in the order form on this website. When you place your order, we will issue you with an order number. We will do this by email. By placing an order, you make an offer to us to purchase the products you have selected based on these Terms and Conditions. We will confirm acceptance of your order when we send you an email confirming shipment of the goods you have ordered. We will not be able to hold ‘first orders’ upon request due to liability and they will be dispatched out without delay. If we cannot process or accept your order after payment is received we will contact you by email or telephone. We reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

PAYMENT METHODS AND PROCESSING

We accept PayPal, Visa, MasterCard and American Express credit cards only.

Business days are Monday through Friday, excluding Victoria public holidays. We process credit card payments after you click the "Place My Order" button. For credit card payments we will email a tax invoice to you with your order confirmation. Your tax invoice is your proof of purchase which can be found in your order confirmation email. We will not accept credit cards issued by banks outside of Australia. You may be required to provide further identification for additional security reference checks. Once payment has successfully processed through, change of mind, cancellation or amendments cannot be made. We reserve the right to remove or disable customers and discount codes at any time including multiple accounts/ orders to one mailing address.

GST

All prices quoted on this website are inclusive of GST except for items that are exempt from GST.

Items that include GST, and the total GST paid will be clearly marked on the invoice. Supply of Products Subject to these Terms and Conditions, we will supply to you the Products indicated on your order confirmation.

DISCOUNTS

From time to time discount codes will be generated for the use of online customers, one use per customer, per household or office. These will be communicated at the discretion of our reserves the right to remove or disable customers and discount codes at any time.

REFUNDS OR FAULTY PRODUCT POLICY

Our team and its partners attempt to be as accurate and efficient as possible. If you receive a damaged or defective item, please contact us within 24 hours of receiving the goods. Please supply your order number from your original confirmation email, as well as a description or image of the damage or defect, along with your email address and phone number. Once we receive all the necessary information Customer service will assess the information provided and come to a suitable solution. We will only provide a partial or full refund if either the product or communication has been misinformed.

PRODUCTS DAMAGED IN TRANSIT

All orders are delivered by Australia Post or by our nominated Courier Service which is an independent courier company. Please do not ASSUME that your package will be delivered by one service or another. Unless you tell us otherwise, we will choose the most appropriate delivery option as outlined above. Please consider the information below so you are aware of your obligations in relation to delivery options. Australia Post Express satchels are NOT insurable. It is however, a much quicker service in general. Damage, loss or theft incurred as a result of using this delivery option is at

the purchasers risk. If you REQUIRE a fully insured postal service such as Australia Post Registered that must be signed for, rather than being left at your door, it is your responsibility to request this at the time of ordering. Australia Post Registered automatically includes \$100 insurance. Additional fees are payable for full insurance and person-to-person delivery options.

FAULTY PRODUCTS

We are proud to offer our customers quality products. We will endeavour to supply you with product you have ordered in good condition. However, on occasion goods that are sealed within cartons may be faulty as a result of a manufacturing defect from our suppliers. If this occurs please email us at support@oliria.com.au. We may supply you with a replacement product upon assessment.

DELIVERY

Dispatch on all new orders placed will be dispatched within 24-48 hours. Our partnered courier company will provide an ETA in an email once dispatched, however, these estimates are subject to change and are not guaranteed. Deliveries are generally not made on weekends or public holidays as they apply nationally and to each State. Delivery services are available to all Metro areas in Victoria, Queensland, ACT, South Australia & NSW only. Please allow 2-3 business days for VIC and 7- 10 business days for interstate arrival. If you are in Remote or Rural area, we shall contact you for delivery surcharge & we can choose to cancel your order if you are not happy with the surcharge.

We reserves the right to hold any orders and choose/change any delivery service at their convenience.

DELIVERY CHARGES

We reserves the right to change prices for delivery at any time. Delivery charges for orders to be sent outside Melbourne Metro, Australia are subject to confirmation at the time the order is placed.

PLEASE NOTE

1. If you REQUIRE a fully insured postal service that must be signed for, rather than being left at your door, it is your responsibility to request this at the time of ordering. An additional charge will be payable for this service.
2. Once purchases have been dispatched, we cannot be held responsible for items lost or damaged in transit. With our nominated Courier Service we recommend that your nominated delivery address is one where someone is present to accept your delivery between the hours of 9.00am and 5.00 pm. The courier company cannot guarantee a specific delivery date or time. If no one is present to accept the delivery, a slip will be left in the mailbox so that you can negotiate a suitable arrangement for final delivery or collection. Although every effort is made to ship your order according to the estimated delivery times provided, estimated ship times may change due to

changes in supply or circumstances beyond our control. If your Product has not arrived after the estimated delivery time, please contact the courier directly. You may also get in touch with us at support@oliria.com.au. Title and risk of loss to all products will pass to you on delivery.

LIMITATION OF LIABILITY

Information on this website is provided 'as is' and we disclaim all representations, warranties and conditions, express or implied of any kind, including to the extent permitted by law, as to satisfactory quality or fitness for purpose. While we make every effort to ensure that the information contained within the website is complete, accurate and current, we expressly do not guarantee that the information is complete, accurate or current and assume no responsibility for any errors or omissions of any kind in the content of the website. We reserve the right to amend or supplement the information supplied on this website without prior notice. Links available on the website link to websites not maintained or controlled by us. We provide these links for your convenience and are not responsible for their content and do not endorse any pages linked to this website. This also applies to any links to which this website refers, whether directly or indirectly. We shall not be liable to any party for any direct, indirect, special, or consequential damages or any damages whatsoever resulting from loss of use, data, profits or expense whether in an action of contract, negligence, or other action arising out of any use of our services or in connection with the use or performance of this website, or the content of this website or referred to on this website or any other website you may access through this website.

COPYRIGHT

This website and its contents are subject to copyright. Other than for the purposes of fair dealing, criticism, review, study or research, you may not copy, print or store by electronic or any other means a part or the whole of this website or its contents.

GENERAL

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of Oliria.com.au. Any unauthorized assignment shall be deemed null and void. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby. Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, any liability in our company for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at the option we, to the replacement of the Product(s) or the resupply of the same Product(s); the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s). Neither our failure nor your failure to enforce any Term or Condition constitutes a waiver of such Term or Condition. Such failure shall in no way affect the right to later enforce such Term or Condition. We reserves the right to change the

Terms and Conditions of sale at any time. Our employee or agent has the authority to vary any of the Terms and Conditions governing any sale.

FORCE MAJEURE

We shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of us and we shall be entitled to a reasonable extension of time for the performance of such obligations.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of VIC and shall be subject to the non-exclusive jurisdiction of the courts of VIC.