

**Hamaya International Pty Ltd**  
**ACN 154 784 219**  
**(‘Company’)**

**Terms and Conditions for Online Sale of Goods**

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**1 About These Terms and Conditions**

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- 1.1 The Company supplies Goods to customers in Australia. All Goods listed on [www.guinoth.com.au](http://www.guinoth.com.au) (‘Website’) are for sale as new Goods.
- 1.2 In these terms and conditions “we” and “us” means the Company and “you” means you, the Customer.
- 1.3 These terms and conditions, together with your order constitute the entire contract between us and you for the supply of Goods.
- 1.4 By submitting an order or clicking on the "I accept the terms and conditions of this website" button, you are indicating your acceptance of these terms and conditions and agree to be legally bound by them.

**2 Interpretation**

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In these conditions unless the contrary intention appears:

**Additional Charges** includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to the Company arising out of the sale of the Goods.

**Company** means Hamaya International Pty Ltd ACN 154 784 219

**Customer** means the person to or for whom the Goods are to be supplied by the Company.

**Goods** means the goods sold to the Customer by the Company.

**Price** means the list price for the goods as charged by the Company at the date of delivery or such other price as may be agreed by the Company and the Customer prior to delivery of the Goods.

**Terms** means these terms and conditions for online sale of Goods.

**3 Order for Goods**

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- 3.1 You may place your order by filling in the relevant details on the Website and submitting the order for processing by us.
- 3.2 By placing an order, you make an offer to purchase the Goods you have selected on these Terms.
- 3.3 We will notify you by email that your order has been received and is being processed however your order only becomes accepted by us once payment has been made.
- 3.4 You must choose carefully as the products are developed for specific skin types and conditions. Once you have placed an order, you cannot change it or cancel it without the Company’s express agreement. If we agree to alter or cancel your order, you must pay us any loss, damage, cost or expenses incurred by us in relation to the cancellation.
- 3.5 The Customer warrants the accuracy of any information provided to the Company including but not limited to details for delivery. Should all or part of the delivery addresses prove incorrect, thereby obliging the Company to return the orders, the Customer shall bear the consequences thereof and the Company shall be entitled to charge administrative and transportation costs associated with returning the Goods.
- 3.6 The Company reserves the right to refuse an order from a Customer with whom there is a dispute over the fulfilment or payment of a previous order or when the Customer has not complied with the Terms
- 3.7 All orders are subject to availability of the Goods. In case of shortage of supply of the Goods the Company will inform the Customer of any additional delays.

**4 Delivery**

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- 4.1 Risk in accepting the Goods passes on delivery to you.

- 4.2 Shipping charges will be \$15.00 for any deliveries within Australia.
- 4.3 The times quoted for delivery of the Goods on an order are estimates only and may change due to changes in supply or other circumstances beyond our control.
- 4.4 The Company accepts no liability for failure or delay in delivery of Goods. You are not relieved of any obligation to accept Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of the Company.
- 4.5 You must inspect the Goods on delivery and must within three (3) days of delivery notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or order. Upon such notification, you must provide the Company with an opportunity to inspect the Goods within a reasonable time following delivery if you believe the Goods are defective in any way.
- 4.6 To the extent permitted by law, the Company will not accept return of the Goods unless the following conditions are met:
- (a) you have complied with the provisions of clause 4.4 and the Company determines that the Goods are defective after inspection in accordance with clause 4.4;
  - (b) the Goods are returned at your cost within 7 days of the delivery date;
  - (c) you have not incorrectly stored or used the Goods in an improper manner;
  - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

## **5 Price and Payment**

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- 5.1 The Price of the Goods is shown on the Website at the item description for each Good.
- 5.2 The Price of Goods shown excludes the cost of delivery to your delivery address. The cost of deliver of the Goods to your

delivery address will be shown at the time of ordering.

- 5.3 Delivery costs are shown separately on the Website but may be recalculated based on number and type of Goods you purchase.
- 5.4 All Additional Charges are payable by you in addition to the Price of the Goods and will be displayed and added to your total order.
- 5.5 Payment is due immediately upon placement of your order.
- 5.6 Payment methods accepted by the Company only include:
- (a) Credit card.
- 5.7 Except for Goods already the subject of a valid order, we reserve the right to change the Price of the Goods displayed on the Website at any time.
- 5.8 The Company shall retain full ownership and title of the Goods until the complete payment of the Price and Additional Charges has been received by the Company. Until they are paid for in full, the Goods shall remain in the custody of the Customer who must assume the risks thereof.
- 5.9 The implementation of clause 5.8 cannot have any effect whatsoever on the transfer of risks to the Customer which takes place upon delivery as per clause 4.1

## **6 Warranties and Disclaimer**

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- 6.1 Certain laws imply terms, conditions and warranties ("Prescribed Terms") into contracts for the supply of goods and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of the Company in respect of a breach of a Prescribed Term or any warranty made under these Terms and conditions is limited, to the extent permissible by law and at the option of the Company, to the:
- (a) replacement of the Goods;
  - (b) payment of the cost of replacing the Goods; or
  - (c) refund of the Price paid by you.
- 6.2 To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms or in specific

warranties given to the Client, are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Client for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever.

6.3 Unless the terms and warranties are included in these Terms or are provided in specific warranties given to the Client, all prior discussions, quotations, warranties and Prescribed Terms, to the extent permitted by law, are excluded.

## **7 On-Sale**

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- 7.1 You agree that upon the on-sale of any Goods to third parties, it will:
- (a) inform any third party involved of these Terms;
  - (b) inform any third party of the Company's product warranties if any; and
  - (c) not make any misrepresentations to third parties about the Goods.

## **8 Indemnity**

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8.1 To the full extent permitted by law, you will indemnify the Company and keep the Company indemnified from and against any liability and any loss or damage the Company may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms you or your representatives.

## **9 General**

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- 9.1 These Terms are to be governed and construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.
- 9.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.

9.3 Any conditions found to be void, unenforceable or illegal may, to that extent are severed from the Agreement.

9.4 No waiver of any of these Terms and conditions or failure to exercise a right or remedy by the Company will be considered to imply or constitute a further waiver by the Company of the same or any other term, condition, right or remedy.

9.5 We reserve the right to change these Terms at any time at our sole discretion.

9.6 No medical claims are implied in the information given on this Website. As everyone has different skin conditions any Goods may cause an adverse skin reaction. If you have sensitive skin we highly recommend you conduct a patch test before use. If use of the Goods causes an adverse skin reaction then immediately discontinue use and see your physician or pharmacist.

9.7 The Company cannot be responsible for allergies or adverse skin reactions to Goods. Any Goods should be used as directed in the instructions.