

Conditions of Sale – Vicinity Centres

1. Agreement

These conditions of sale (**Conditions of Sale**) set out the terms and conditions under which you purchase products from Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (**Vicinity, we, us or our**) as agent for the Property Owners of the Centre. By purchasing products from us, you agree to comply with these Conditions of Sale. Each purchase constitutes a separate agreement.

The laws of Victoria, Australia govern these Conditions of Sale and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.

2. Purchases and Payment

You purchase a product from us when you make full payment of the displayed purchase price for that product to us. You must fully pay for your products at the time of your purchase and will not be able to purchase on lay-by or through any other means.

We accept all major debit/credit cards (including Mastercard, American Express and Visa). We do not accept cash as payment.

We may vary the prices of our products at any time, and you acknowledge that prices are subject to change until you have paid for them in full.

We may, in our absolute discretion, impose a maximum transaction value. Without limitation, the total value of products purchased in a single transaction must not exceed AUD \$1,000 (inclusive of GST). We reserve the right to refuse or cancel any transaction which exceeds this limit.

3. Returns

Our policy on returns, replacement, refunds and compensation is detailed in our Returns Policy, which can be found at chadstone.com.au. Our Returns Policy is expressly incorporated in these Conditions of Sale. Please refer to our Returns Policy to determine your entitlement to a return, and the process that you need to follow.

4. Liability

Consumer guarantees may be applicable to the supply of goods by us under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**). Nothing in these Conditions of Sale limit your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.

To the extent permitted by statute, the liability, if any, of Vicinity and the Property Owners arising from any failure to comply with a statutory guarantee under the ACL, in relation to the supply of products other than products of a kind ordinarily acquired for personal, domestic or household use or consumption, is at our option limited in accordance with our Returns Policy.

Vicinity and the Property Owners exclude from our relationship with you, so far as it is legally permissible:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- (b) any liability for indirect, special or consequential loss, liability or damages arising from or in relation to our products, including without limitation any liability for loss of income or revenue, loss or interruption of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill or wasted time, however arising and whether caused by tort (including negligence), breach of contract or otherwise.