

e&s – HOME DELIVERY TERMS AND CONDITIONS

The following terms and conditions will apply between E.&S. Trading Co. (Discounts) Pty. Ltd. ACN 007 449 265 (“e&s/we/us”) and “you”, for the delivery by e&s of goods purchased from e&s which e&s has agreed to deliver (the “Goods”) to premises specified by you (“Premises”) and, where applicable, to the installation of the Goods and the removal of goods of a similar type and size (“Old Goods”) by e&s from those Premises.

Agency products purchased from e&s (“Agency Goods”) are delivered to you by the agency supplier and will be subject to the agency supplier’s terms and conditions. If you have purchased Goods and Agency Goods in one transaction, e&s may agree to deliver the Goods and the Agency Goods to you in one delivery. The reference to “Goods” in these terms and conditions includes any Agency Goods that e&s has agreed to deliver to you.

1. Subject to payment of any applicable price to e&s at the time of purchase, e&s will deliver the Goods to the Premises and, where applicable, install the Goods and remove the Old Goods from those Premises, in accordance with these terms & conditions.

2. e&s will endeavour to deliver (and where applicable install the Goods) the Goods on the day agreed with you. e&s does not offer set delivery times, but we will contact you no later than the business day prior to your delivery to provide you an estimated delivery window. For Next Day Delivery, e&s will contact you on the morning of the delivery, or where delivery is to occur on a Monday, e&s will contact you on the Sunday afternoon. On the day of delivery, the delivery person will contact you when you on approach to confirm the estimated delivery window or in the event of any delays in which case the delivery person will reschedule the delivery with you if necessary. You will receive a SMS containing a tracking link on approach. Please note that delivery may be affected by factors outside of e&s’ control, such as adverse weather conditions, traffic conditions, sickness and unexpected issues arising in connection with the provision of services to other customers, and e&s therefore cannot guarantee delivery at the prearranged time and day. Where e&s cannot attend within the expected delivery window, e&s will provide you with as much notice as practical and will arrange another delivery day with you. If you are not sure of your likely delivery time or day, please contact the e&s Customer Service Team number, which is located on your sales order and in any emails from e&s .

3. You must provide at least 2 business days’ notice if you wish to cancel your delivery or change the delivery day that you have agreed with e&s, by using the contact method you have been given. If, on arrival, the Premises are unattended e&s will wait 15 minutes, and if still unattended, will then leave. Where this happens, we will contact you so another delivery day can be scheduled which may be up to 48hrs after the failed delivery. If you do not provide this notice, e&s reserves the right to charge you its reasonable costs of any failed delivery and for rearranging the delivery.

4. You, or another person over the age of 18 whom you have given authority to accept delivery of the Goods (and authorise the removal of any Old Goods), must be present at the time of delivery/removal. Any reference to “you” in these terms and conditions includes any such person. We may agree to deliver commercial orders of Goods to an unattended Premises at your request.

5. You must ensure that a delivery vehicle (requiring up to 12.5 metres to park) can park immediately outside the entrance to the Premises. e&s reserves the right to refuse to deliver, and/or refuse to remove Old Goods, where it is unable to park within 20 metres of the entrance to the Premises. Where this occurs, e&s will require you to pay a re-delivery fee for reattendance. Any applicable parking charges are your responsibility.

6. You must ensure that any pets are placed in a secure location before delivery commences and at all times during the Delivery Process. The term “Delivery Process” includes the process for delivering the Goods and also, if relevant, for removing the Old Goods.

7. e&s will take reasonable care but cannot guarantee that floors or walls will not get dirty, wet, or incur minor scuffing or minor indentations during the Delivery Process. e&s suggests that you cover floors or walls to protect them. Please note, due to Occupational Health and Safety reasons, such as the safe lifting of bulky and heavy products, delivery persons are unable to remove their work boots in your home. Our team members do their best to maintain clean working boots for indoor purposes, however, should you be concerned please consider selecting Standard Delivery without any set up or installation instead.

8. You are responsible for ensuring that the route(s) from the boundary of the Premises to the specific delivery location (and, if applicable, the location of the Old Goods) is of sufficient size, safe and clear of obstacles. In particular, please bear in mind the weight of the Goods to be delivered and/or any Old Goods being removed and whether the floors and stairs/steps are strong enough for the load and whether tiles or other floor coverings or materials could be damaged as a result of this weight. Save as otherwise provided by the consumer guarantees under the Australian Consumer Law, e&s shall not be responsible for any loss, cost, damage, expense, injury, or death arising from the structure, fixtures or fittings of the Premises being unable to bear the weight of the Goods, except to the extent that such loss, cost, damage, expense, injury, or death arises as a result of e&s breach of these terms and conditions or negligence.

9. Upon e&s arrival at the Premises, you must ensure that e&s can commence all relevant tasks without delay. The delivery person will inspect the location(s) and the route from the delivery vehicle to that/those location(s). In the event that the delivery person believes that the route to a location or the location itself is unsafe or impractical for the goods in standard packaging they will be unable to perform the delivery to, and/or removal from that location and will: (a) in the case of delivery, deliver the Goods to such other location inside or outside the

Premises as you direct, provided they consider this location and the route to this location to be safe and practical; and (b) in the case of removal, be unable to remove the Old Goods and e&s will provide you with a refund of the fees paid by you for the services not able to be performed.

10. If the delivery person notices any pre-existing damage on the proposed delivery/removal route within your Premises before they deliver/remove the Goods or Old Goods they will bring this to your attention. This is intended to avoid any dispute as to whether the delivery person has caused any damage to your Premises during the delivery process. The delivery person may make notes about such damage and may also take photographs.

11. e&s offers three types of delivery. Unboxing of the Goods, removal of packaging and removal of Old Goods will be performed for Standard Deliveries of Goods that are washing machines, washing machine dryer/combos, freestanding refrigerators and freezers, as well as Delivery and Setup and Basic Delivery and Installations. For all other types of Goods and delivery locations, the delivery person will deliver the Goods to the specified room in your Premises only. Where the Goods require two or more team members or access to the Premises is difficult, additional charges may apply and these will be advised to you at the time that you purchase the services.

- **Standard Delivery (no setup)** - the delivery person will deliver the Goods to the specified room in your Premises on the day agreed with you.
- **Delivery and Setup** - the delivery person will deliver the Goods to the specified room in your Premises on the day agreed with you. The following setup will be performed:
 - **Washing machines and washing machine/dryer combos** (metropolitan Melbourne only). The Goods will be unboxed, set in place, levelled, plugged in, hoses supplied with the Goods will be connected to water taps and the Goods will be tested by the delivery person. An additional fee is payable to stack a dryer on top of your existing washing machine (see eands.com.au for details) and a stacking kit must be provided by you.
 - **Freestanding refrigerators and freezers** (metropolitan Melbourne only). The Goods will be unboxed, set in place, levelled, plugged in and crispers, racks, ice trays and thermostats will be set up in accordance with the manufacturer's instructions.
- **Basic Delivery and Installation** - the delivery person will deliver the Goods to the specified room in your Premises within 1 to 5 business days. The product will be unboxed, set in place, levelled, plugged in, hoses supplied with the product will be connected to water taps and the product will be tested by the delivery person. Available for dishwashers, integrated dishwashers, , integrated refrigerators, heat pump/condenser dryers, and stacking of washing machines and dryers

- The Goods will be unboxed, set in place, levelled, plugged in, hoses supplied with the Goods will be connected to water taps and the Goods will be tested by the delivery person. Additional fees apply for integrated dishwasher installation.

Standard Delivery is only offered in:

- Victoria:
 - metropolitan Melbourne,
 - Geelong; and
 - Mornington Peninsula;
- Australian Capital Territory:
 - Canberra; and
- Tasmania.

e&s may agree to deliver to regional areas in Victoria, Australian Capital Territory and Tasmania, as well as to other states on request.

Next Day Delivery is only offered in metropolitan Melbourne for eligible products and will be offered to you during checkout where available. Where the Goods require two team members or access to the Premises is difficult, Next Day Delivery may not be available.

None of the services include any other services which are not described above, including without limitation, removal of manufacturer merchandise labels, demonstration of the goods, running of test cycles, enabling 'Smart' type connections, any alterations to the Goods or Premises to perform, facilitate or change electrical, plumbing or cabinetry work, mechanical adjustments to either the Goods or the Premises (e.g. water pressure adjustment), or wall mounting (including to existing brackets). If there are any restrictions or additional charges that apply to delivery of the Goods these will be advised to you at the time that you purchase the services. Hinge reversal on Goods is available for an additional fee (see eands.com.au for details).

12. Where you have ordered a Delivery and Setup for Goods that are a washing machine, washing machine/dryer combo, freestanding refrigerator or freezer ,or you have ordered a Basic Delivery and Installation, you are responsible for ensuring that any required electrical or water supplies or drainage/waste facilities are within reach of the delivery location (extension hoses are available for purchase by you on the day) and that they are compatible with the Goods, in good condition and working order, and will continue to be so for the foreseeable future. If the delivery person reasonably believes that this is not the case (for example, because the thread on a water tap is worn or damaged, a water pipe is cracked, there are recent signs of water leakage, or an outlet drain is blocked or not made ready for connection, power boards or extension cords that are not recommended for whitegoods are used), or the supplies, facilities and/or utilities are otherwise unsuitable, they will deliver the Goods but will not connect the Goods and we will provide a refund of the "connection" component of the delivery fee. Save as otherwise provided by the Australian Consumer Law, e&s shall not be responsible for any loss, cost, damage, expense, injury, or death arising from any pipes or

sockets being damaged, faulty, incompatible with, or otherwise unsuitable for, the Goods except to the extent that such loss, cost, damage, expense, injury, or death arises as a result of e&s' negligence. Under no circumstances will e&s perform a gas or hard-wired electrical connection.

13. Risk of loss, damage or theft to the Goods passes to you at the time of delivery of the Goods to the Premises including delivery outside the Premises as set out in clause 9(a).

14. At the end of the Delivery Process you will be required to sign a proof of delivery which will confirm that the Goods have been delivered and will document any noticeable damage to the Goods occurring prior to, or during, the Delivery Process. It will also allow the delivery person to document any damage to your Premises that you believe has been caused during delivery. We may photograph Goods, the location the Goods have been placed in, or any damage that you allege has been caused during Delivery.

15. e&s strongly advises that, after unpacking, both you and the delivery person thoroughly inspect the Goods for physical damage. Any physical damage discovered during such inspection should be noted on the Proof of Delivery. If you wish, you can refuse to accept the Goods if there is physical damage to the Goods. If the Goods are not unpacked during delivery, or in the presence of e&s' delivery person, it will be difficult to establish whether any physical damage to the Goods was caused before or during the Delivery Process, rather than after delivery. If you do notice any physical damage after the Delivery Process is completed, please call the e&s Customer Support Team number, which is located on your sales order and in any emails from e&s immediately.

16. Where e&s is removing Old Goods, you must ensure that the Old Goods are empty and clean. In addition, the Old Goods must also be disconnected from power, water and any fixture and fittings, safe to be handled, removed from any cavity or wall mount, and are otherwise readily available for easy removal at the time of your delivery (but where Old Goods are faulty goods purchased from e&s which are being returned or replaced, e&s will arrange for this to be done). Gas and/or hard-wired electrical disconnections must have been performed by a licensed tradesman and under no circumstances will e&s disconnect these services. If all of the above conditions have not been satisfied, we will not be able to remove the Old Goods and e&s will provide you with a refund of the fees paid by you for the services not able to be performed. e&s will not pay you for your Old Goods and title in the Old Goods transfers to e&s upon removal from the Premises in consideration for such removal. Alternatively, instead of removing Old Goods, we will relocate (but not reconnect) the Old Goods within the Premises, on the basis it is safe and reasonable to do so. Relocation will not involve loading the Old Goods onto your vehicle.

17. You acknowledge and agree that if you fail to provide any information, fail to provide correct

information or fail to perform any of your obligations under these terms and conditions, then e&s may, without limiting any of e&s' rights at law, refuse to deliver the Goods and/or remove the Old Goods and/or may require the payment of extra fees from you as reasonably required to perform the delivery. Where this is the case we will tell you what these fees are in advance and will not perform the services until you have agreed to pay them.

18. Nothing contained in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy or other obligation implied by the Australian Consumer Law which cannot by law be excluded, restricted or modified.

19. Our services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. You may recover damages from e&s for any reasonably foreseeable loss or damage that you suffer because of any failure of the delivery service to comply with these guarantees. If the failure to comply with these guarantees is a major failure or cannot be remedied, you may terminate the agreement between you and e&s for the supply of the delivery service or recover from e&s compensation for any reduction in the value of the delivery service below the price paid or payable by you for the delivery service. If the failure to comply with these guarantees can be remedied and is not a major failure, you may request e&s to remedy the failure within a reasonable time, or if it cannot be so remedied you may recover from e&s all reasonable costs that you incur in having the failure remedied, or terminate your agreement with e&s for the provision of the delivery service.

20. Except to the extent caused by e&s's negligence or breach of these terms and conditions, or as otherwise required by law, we shall not be liable for any loss, damage, theft, or deterioration of the Goods where you have provided us with instructions for delivery to occur at an unattended Premises and we have complied with any reasonable delivery instructions provided by you.

21. If the Goods are faulty or you wish to return unused and unopened Goods because you have changed your mind (which includes instances where the Goods do not fit the intended space in your Premises) please visit: <https://www.eands.com.au/warranty-and-returns> for details of our policies . Where you require us to pick up the Goods, you should make the Goods ready for collection (such as disconnecting the Goods and removing them from cavities so that they are accessible, making the original packaging and manuals available where possible). If you are returning unused and unopened Goods due to change of mind in accordance with our policies, we will not refund the delivery fee and you must pay for us to pick up the Goods. If Goods (excludes special order goods) are unused but have been unpacked, we may, at our absolute discretion, accept return of the Goods in the event of a change of mind provided they are in perfect condition. However, in such cases we will not refund delivery fee, you must pay

for us to pick up the goods and we will apply a restocking fee equal to 20% of the original purchase price.

22. e&s' privacy policy (available on its website: <https://www.eands.com.au/privacy-policy>) contains important information required to be disclosed under the Australian Privacy Principles in the Privacy Act 1988 (Cth). You should read this policy before providing any personal information to e&s. By providing the personal information requested, you agree to this policy.

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