

Terms and Conditions of Use

Husk Industries Pty Ltd Trading as Husk Distillers (Husk Distillers) ABN 89 155 169 430

These terms and conditions govern the use of this web site and all online purchases and bookings made via this web site. By using this web site you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions you must stop using this web site.

You must be 18 years of age or over to use this web site and to purchase alcohol from this web site in Australia. If you are accessing this web site from outside Australia, you are responsible for ensuring that you are of legal drinking age in the country from where you are accessing this web site before using this web site or purchasing alcohol from this web site.

This web site is controlled and operated within Australia. Husk Distillers make no representation or warranty that the material in this web site is appropriate for use in, or satisfies the laws of, any other country.

Although the information provided in this web site is presented in good faith and believed to be correct as at the date it was submitted, Husk Distillers make no warranties or representations about the accuracy or completeness of this web site and its contents, nor do we undertake to keep this site updated.

Variation

Information on this web site including the terms and conditions of use may change at any time without notice. Any variations become effective upon posting. By continuing to use this website following a variation of the terms and conditions, you consent to be bound by the varied terms and conditions. The information on this web site is intended to be of a general nature only. Detailed particulars may be obtained by contacting Husk Distillers.

Sale of Alcohol

This web site is the property of Husk Distillers. Husk Distillers is the Vendor and holder of Liquor Licence LIQW880014637 issued by the NSW Government Independent Alcohol and Gaming Authority.

Any agreement by Husk Distillers to sell or supply alcohol will be deemed to have been made at the licensed premises at 1152 Dulguigan Road North Tumbulgum, NSW 2490, AUSTRALIA (the licensed premises).

It is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years. Husk Distillers will under no circumstances sell or supply alcohol to a person under the age of 18 years. By using this web site and submitting an order to purchase alcohol on this web site, you confirm that you are 18 years of age or over. No responsibility can or will be taken by Husk Distillers if you

illegally submit an order through this web site. You agree to fully indemnify Husk Distillers against any breach or failure of such confirmation, which results in any legal action against Husk Distillers.

No obligation by Husk Distillers to sell or supply alcohol will arise until the order is accepted at the licensed premises at 1152 Dulguigan Road North Tumbulgum, NSW 2490, AUSTRALIA (the licensed premises). All orders will be accepted by Husk Distillers at its absolute discretion.

Goods Delivery Policy

We endeavor to have deliveries to buyers in Australia dispatched from the licensed premises within 7 working days of order and payment processing. Receipt of delivery to purchaser's address is dependent on purchaser's proximity to Husk Distillers and may range from overnight to seven days.

Husk Distillers will use all reasonable endeavours to deliver by any requested or agreed date; however, it does not guarantee delivery on that date and is not liable for any loss resulting from late delivery.

Deliveries will only be made to a street address and cannot be made to PO boxes or office addresses. In the instance the recipient has provided incorrect or out of date details, Husk Distillers is not liable for incorrect or unclaimed delivery.

Goods will not be delivered to persons under the age of 18 years Husk Distillers may request that the person who receives the goods provides satisfactory evidence of proof of age.

Prices for alcohol delivered within Australia include Australian Government Excise and Goods & Service Taxes. Husk Distillers will not be liable for cost or inconvenience transpiring from the sale of liquor to a location within Australia where the sale of liquor is restricted or prohibited.

If you access this website from a country outside Australia Husk Distillers accepts your order, then your order will be subject to local taxes and duties upon arrival in your country, which are levied once the package reaches your country. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you will need to contact your local customs office if you require further information.

Refusal to pay the local import duties and taxes will result in the goods either being: destroyed by customs; or goods being returned to sender at the cost of the consignee (costs deducted from any refund owed) Prices for alcohol delivered outside Australia only include Postage and Handling. Husk Distillers will not be liable for cost or inconvenience transpiring from customs restrictions, import duties and tariffs peculiar to destinations outside of Australia. The Buyer must bear all costs and burdens in relation to fees and delays resultant from international orders.

All deliveries from Husk Distillers must be signed for upon receipt by the buyer (or their agent). Anyone at the delivery address who receives the goods shall be presumed by Husk Distillers to be authorised to receive the goods on the buyers behalf.

Risk and title in the goods passes to the buyer upon dispatch of the goods from Husk Distillers Licensed Premises at 1152 Dulguigan Road North Tumbulgum, 2490 NSW, Australia. Insurance is the responsibility of the buyer.

Husk Distillers must be notified of damage caused to goods during shipping, within 3 days of delivery. Replacement of goods will be co-ordinated by Husk Distillers provided there is satisfactory evidence damage was caused during transit (Photo evidence may be requested).

Goods Return and Replacement Policy

Husk Distillers accepts that on some rare occasions, goods may have a faulty seal or become damaged in transit. Should goods arrive with such issues (and due to no fault of the purchaser), to the extent permitted by law, you agree that any liability of Husk Distillers arising out of or in connection with any breach of any express or implied warranty or condition in respect of goods or services supplied to the buyer by Husk Distillers will be limited to:

- (a) if the condition relates to goods, the replacement of the goods or the supply of equivalent goods; and
- (b) if the condition relates to services, the supply of the services again or the payment of the cost of having the services supplied again.

Husk Distillers does not accept returns or refunds for change of mind, or circumstances where there is no damage or fault with the product.

Initial shipping charges will not be refunded. When a product is faulty or damages in transit, return shipping of a product will be refunded by Husk Distillers, with proof of receipt.

Change or Cancellation of Order Policy

You agree that you cannot change or cancel an order after it has been accepted by us. If you wish to change or cancel your order please contact our Customer Service Team as soon as possible by email to info@huskdistillers.com to confirm whether there might still be time for us to agree to you changing or cancelling your order. Agreeing to a cancellation or change is solely within our discretion, and whilst we will attempt to accommodate your request, no guarantee can be given once an order has been accepted by us. If we agree to you changing or cancelling your order after it has been placed, we may do so subject to you providing proof of purchase, to the ordered goods being in their original condition and packaging and to you agreeing to pay an amount we request on account of our reasonable costs of

processing the change or cancellation

Personal Information

You may be asked to provide personal information, which is collected and identifiable as relating to you personally, when using this web site. All personal information collected on this web site will be maintained in accordance with the Husk Distillers **Privacy Policy**.

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As far as is permitted by law, you agree when you use this web site to indemnify and release Husk Distillers in respect of any claims, loss or damage incurred as a result of any error, omission or misrepresentation in this web site or of the information in this web site not being accurate or up to date. as Husk Distillers reserves the right to refuse any purchase order, competition entry or booking made via this website.

You must take your own steps to ensure that the process, which you employ for accessing this website does not expose you to the risk of viruses or other forms of interference which may damage your computer system. Husk Distillers does not accept responsibility for any interference or damage to the buyer's computer system arising out of or relating to use of this site or any linked site.

Any invalid or unenforceable condition of these terms and conditions is severable

and will not affect the remainder of the conditions. All rights not expressly granted are reserved.

Any person, purchasing product from Husk Distillers agrees to receive offers by email, letter or telephone from Husk Distillers.

Husk Distillers supports and promotes the responsible service of alcohol.