

## Terms & Conditions

### Agreement

These Terms & Conditions pertain to your Order, that has been submitted online or has been emailed to you as an Order Form.

### Availability

Your products are all made in accordance with your Order. They take six weeks to make once your payment has been received and then your products are shipped to you. Once your payment has been received a Tax Invoice in the form of a Receipt will be emailed to you. Delivery times vary but most major cities can be reached from Sydney, Australia within five working days. For any international shipping please Contact Us at [kate@handleandkate.com](mailto:kate@handleandkate.com).

### Contact Information

Questions about the Terms of Conditions should be sent to us at [kate@handleandkate.com](mailto:kate@handleandkate.com).

### Delivery

Handle & Kate Pty Ltd uses the services of Sendle or DHL (upon request and subject to price variation) to deliver your products to you. Please ensure your delivery address, as referenced on your Order is correct and that someone is available to accept delivery of our products.

### Disclaimer of Warranties; Limitations of Liability

All products delivered to are (unless we state otherwise) provided 'as is' for your use, without any conditions of any kind. In no case shall Handle & Kate Pty Ltd, our suppliers be liable for any injury, loss, claim, or damages of any kind, arising from your use of any of our products including, but not limited to, any loss or damage of any kind incurred as a result of the use the product delivered or otherwise made available to you even if advised of their possibility. Because some States or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such States or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### Exclusive Use

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the product, use of the product, or access to the product without express written permission by us.

### Governing Law

These Terms & Conditions and any separate agreements whereby we provide you products or services shall be governed by and construed in accordance with the laws of New South Wales, Australia.

### Indemnification

You agree to indemnify, defend and hold harmless Handle & Kate Pty Ltd, our contractors, service providers, suppliers and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms & Conditions or your violation of any law or the rights of a third-party.

### Modifications to the products and prices

We reserve the right to refuse service to anyone for any reason at any time. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue a product (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of a product.

### Returns & Breakages Policy

Because our handles are made to order we don't refund if you change your mind so please reach out to [kate@handleandkate.com](mailto:kate@handleandkate.com) before placing an order with any questions or queries.

We happily refund on defective, damaged, faulty goods including ones which are unsafe or 'unfit for the purpose' for which they were sold or exchange for items purchased however, you must notify us within 14 days of the sale. Any additional shipping and postage charges are your responsibility and goods must be received in the same condition as shipped within 30 days. In these instances the full price paid for the goods will be refunded, this excludes our delivery costs of the goods. Alternatively, we can issue a credit voucher to equivalent value, valid for one year from date of initial purchase.

If your item/s arrive broken or faulty please email us a photo of the broken goods within seven (7) days of receipt to arrange a replacement or credit voucher.

Unfortunately we cannot offer a refund if your items are damaged as a result of incorrect installation. Please refer to your installation instructions before beginning installation. Do not use power tools to screw your handles in place.

### Products

We have made every effort to display as accurately as possible the colours and images of our products that appear online. We cannot guarantee that your computer monitor's display of any colour will be accurate.

Given the hand-made nature of the product there is likely to be natural variations in both shape and finish. We have made every effort to display the organic and hand-made nature of our products online but we cannot guarantee that the images displayed will capture the extent of natural variation in product shape and finish.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product made on this site is void where prohibited.

We do not warrant that the quality of any products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

### Prohibited Uses

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property

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rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the products provided or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of this site or any related website, other websites, or the Internet. We reserve the right to terminate your use or any related website for violating any of the prohibited uses.

#### **Severability**

In the event that any provision of these Terms & Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Last modified: 1 June 2022