

### Easy 3 Payments

The Mix Australia Pty Ltd (**The Mix Australia**) extends Easy 3 payment terms to customers (Client or You) paying by credit card only. Simply complete the front of this Order Form authorising The Mix Australia to deduct your initial payment prior to delivery. A second installment will be deducted from your nominated credit card account 30 days after the first instalment, with a third and final payment deducted from the same account 60 days after the first instalment.

*Your Consultant will discuss the current pricing schedule for Easy 3 Payments with you. An administration fee applies.*

### Transfer of Ownership

Title in any Products supplied by The Mix Australia passes to the Client only when the Client has made payment in full for all Products provided by The Mix Australia and of all other sums due to The Mix Australia by the Client on any account whatsoever. Until all sums due to The Mix Australia by the Client have been paid in full, The Mix Australia has a security interest in all Products.

### Payment of collection fees upon default

If You do not pay The Mix Australia any amount owing on time (including an Easy 3 Payment), or otherwise default on any of Your obligations, You must pay The Mix Australia its costs and expenses (including administrative costs, mercantile collection agent fees and costs and legal costs on a full indemnity basis) in relation to enforcing and collecting payment.

### Cancellation Notice

You may cancel this transaction at any time within 10 business days of the date of this order by contacting your Consultant. In the event that the goods have not been used, are in as new condition and still in the original packaging a full refund of the purchase price will be provided. All return handling and postage costs would be payable by you.

### Delivery

Delivery can be arranged to most areas of Australia within a minimum of 10 business days of payment being received. The Mix Australia reserves the right to charge freight on all deliveries. This fee will be made known to you at the time of placing your order. No deliveries will be made while payment is outstanding with the exception of Orders placed with Easy 3 payments conditions as above.

### Your Privacy

The Mix Australia collects, holds and uses information subject to its privacy and credit reporting policies ([www.thermomix.com.au/privacy](http://www.thermomix.com.au/privacy)). The Mix Australia may collect information from third parties (such as Independent Thermomix Consultants). Not providing information may mean The Mix Australia cannot provide its products and/or services. By providing information, you agree that The Mix Australia may use the information to directly market to you (unless you opt out). Information may be disclosed to recipients in New Zealand, Switzerland, other European countries and the USA.

### Becoming a Thermomix Consultant

We know that the best customers often make the best Consultants! As a Thermomix Consultant, you will receive generous commission on the sale of each machine, ongoing training support, the opportunity to meet new people and the chance to expand your culinary skills!

*If you would like to share your enjoyment of cooking with the Thermomix with others, ask your Consultant about starting your own Thermomix business.*

### Competition and Consumer Act 2010 (Cth) (CCA)

- (a) Where the provisions of the CCA apply, the provisions of these terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply.
- (b) Nothing in these terms is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.
- (c) The Client agrees that if the Client buys any Product for the purposes of re-supply, manufacture or repair of other goods, the CCA will not apply to such supplies.
- (d) If the Client on sells any Products the Client agrees that it will not make any representations in relation to the Products which are not:
  - (i) contained on the packaging of the Products;
  - (ii) contained in any materials supplied by The Mix Australia;
  - (iii) set out in any applicable manufacturer's warranty; or
  - (iv) approved in writing by The Mix Australia.
- (e) If the Client on sells the Products to consumers who purchase them for the purposes of resupply, manufacture or repair of other goods, the Client agrees to contract out of the CCA in writing with those consumers.
- (f) The Client agrees that the Client will indemnify The Mix Australia against any claim, liability or cost incurred by The Mix Australia as a result of any breach by the Client of its obligations in sub-clause (d) above.

### Thermomix Warranty

The Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to your rights and remedies under the Australian Consumer Law, The Mix Australia provides the following warranty on the Thermomix (including the Varoma) – The Thermomix and spare parts supplied with the Thermomix at the time of purchase carry a 24 month warranty against faulty parts and workmanship when used in a domestic environment and a 12 month warranty against faulty parts and workmanship when used in a commercial environment. The warranty excludes normal wear and tear on blades and other consumable parts. The warranty commences from the date of dispatch from The Mix Australia. Within this period, The Mix Australia will repair or replace, at its option, defective parts at no charge (**Warranty**).

This Warranty only applies if the Thermomix is used and cared for in accordance with the guidelines set out in the manufacturer's instruction manual provided at the time of purchase.

This Warranty is not valid if repairs had previously been undertaken by anyone other than an authorised The Mix Australia service technician (Service Technician) or if the fault has been caused by misuse, negligence or alterations to the Thermomix by anyone other than a Service Technician.

The instruction manual provides remedies for common malfunctions. Please consult your manual first should a minor malfunction occur. In all other situations, in the first instance please contact your independent Thermomix Consultant or alternatively The Mix Australia on **Free Call 1800 004 838** or via emailing [service@thermomix.com.au](mailto:service@thermomix.com.au). Your concerns will then be assessed for appropriate action to be decided by The Mix Australia.

Revised January 2019

The Mix Australia Pty Ltd ABN 88 069 944 930

Telephone: 1800 004 838 Facsimile: 08 9375 5075 Email: [sales@thermomix.com.au](mailto:sales@thermomix.com.au) [www.thermomix.com.au](http://www.thermomix.com.au)

\* The Mix Australia Pty Ltd reserves the right to change the price of the Thermomix and its components and accessories without notice.

These Terms and Conditions comply with the Direct Selling Australia Code of Practice. Refer to the DSA website at [www.directselling.org.au](http://www.directselling.org.au) for more information.



In the event that the Thermomix is to be repaired or parts sent to you under the Warranty, The Mix Australia will be responsible for all costs associated with freight charges within Australia to and / or from The Mix Australia service centre nominated by The Mix Australia for the repairs.

Except to the extent required by law, all consumer guarantees, representations, warranties, terms and conditions in relation to the Products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.

## **Transfer of Warranty**

This Warranty is transferable by you to any subsequent owner. To transfer the Warranty, you must email 'proof of purchase' information (see below) and your details to [customerservice@thermomix.com.au](mailto:customerservice@thermomix.com.au). 'Proof of purchase' information is your order number and the serial number of the TM5 or the base number of the TM31. Further information in relation to the transfer of the Warranty, including a frequently asked questions section, can be found at our website [www.thermomix.com.au](http://www.thermomix.com.au).

## **Limitation of Liability**

The Mix Australia's goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits conferred by the Warranty are in addition to other rights and remedies available to you under the Australian Consumer Law. The Warranty in no way limits or restricts your rights or remedies under the Australian Consumer Law. Payment under the Warranty is only for rights that are additional to the rights available to you under the Australian Consumer Law.

To the maximum extent permitted by law:

- (a) despite the above Warranty, The Mix Australia shall have no liability for, and will not accept any claims for Products which, after delivery:
  - (i) are not intact and in original condition;
  - (ii) have been used with parts and/or accessories not approved by The Mix Australia or the manufacturer;
  - (iii) have been altered, improperly stored or handled or suffered damage or deterioration; or
  - (iv) have been affixed, used or applied in any way.
- (b) The Mix Australia shall not be liable for any losses or damages incurred by the Client or any third party in relation to the Products or these terms including any damage to property.
- (c) except as set out in these terms, no other term, condition, warranty, representation and/or understanding whether express or implied, in any way extending to, or otherwise relating to or binding upon The Mix Australia, is made or given by or on behalf of The Mix Australia in respect of the Products.

- (d) The Mix Australia's liability to the Client (and any party claiming through the Client against The Mix Australia) for any claim for loss or damage (including legal expenses) made in connection with these terms for breach of contract, tort (including negligence), under statute, in equity, at common law or otherwise shall be limited at The Mix Australia's discretion, to the replacement of the Products or supply of equivalent Products, or repairing the Products, or crediting you for the price of the Products as at the date of delivery, or paying the Client the cost of repairing of the Products (with such cost having prior approval by The Mix Australia).
- (e) The Mix Australia will not be liable for any loss or damage caused by the Client's negligence or the negligence of any third party acting on behalf of the Client. This includes any loss or damage caused by the supply by the Client or third party acting on behalf of you, of incorrect manufacturing instructions, drawings or material specifications, and faulty installation or misuse of the Product by the Client or a third party.
- (f) The Mix Australia will not be liable for any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise, and the Client acknowledges this limit of liability and agrees to limit any claim accordingly.
- (g) without limiting or affecting sub-clause (c), no dealing between The Mix Australia and you shall be or deemed to be a sale by sample.
- (h) you shall rely on your own knowledge and expertise in selecting Products for any purpose and any advice or assistance given by or on behalf of The Mix Australia shall be accepted at your own risk and shall not be deemed to have been given as expert or adviser nor to have been relied upon.
- (i) The Mix Australia shall not be liable under these terms in respect of any Products to the extent that any third party manufacturer is liable under a manufacturer's warranty for such Products (the benefit of which The Mix Australia will, to the extent possible, extend to you).
- (j) The Mix Australia shall not be liable nor responsible for any failure to comply with any of your requirements or any other person which are not precisely and accurately communicated in writing directly to the appropriate personnel at The Mix Australia and accepted in writing by The Mix Australia prior to delivery of the Products under these Terms.

All rights reserved. This work is copyright. Apart from any use permitted under the Copyright Act 1968, no part may be reproduced by any process, stored in a retrieval system or transmitted in anyway nor may any other exclusive right be exercised without permission of The Mix Australia Pty Ltd.

Thermomix® and Varoma® are international trade marks of Vorwerk International AG.

***Please retain this order form and tax invoice as proof of purchase for all warranty claims.***

Revised January 2019

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