

WEBSITE TERMS AND CONDITIONS OF USE

SECTION 1. About the Website

1.1. Welcome to <http://blackcatgin.com.au> (the 'Website'). The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the 'Products'). The Website provides this service by way of granting you access to the content on the Website (the 'Purchase Services').

1.2. The Website is operated by Black Cat Gin (ABN 96 983 582 128) . Access to and use of the Website, or any of its associated Products or Services, is provided by Black Cat Gin. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

1.3. Black Cat Gin reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Black Cat Gin updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

SECTION 2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Black Cat Gin in the user interface.

SECTION 3. Purchasing Goods from the Website

3.1. In order to purchase goods from the Website you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Email address
- (b) Name
- (c) Mailing address
- (d) Telephone number

3.2. You warrant that any information you give to Black Cat Gin in the course of completing the registration process will always be accurate, correct and up to date.

3.3 By visiting the Website and/ or purchasing goods, you agree to be bound by the Website terms and conditions. These terms and conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

3.4. You may not purchase goods from the website if you are not of legal drinking age.

SECTION 4. Your obligations

4.1. In using the Website, you agree to comply with the following:

You will use the Purchase Services only for purposes that are permitted by:

- (a) the terms and conditions;
- (b) any applicable law, regulation or generally accepted practices or

guidelines in the relevant jurisdictions;

(c) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Black Cat Gin providing the Purchase Services;

(d) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of other users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

(e) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by Black Cat Gin for any illegal or unauthorised use of the Website; and

(f) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

5. Purchase of Products and Returns Policy

5.1. In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the 'Purchase Price').

5.2. Payment of the Purchase Price may be made through Stripe (the 'Payment Gateway Provider')

In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

5.3. Following payment of the Purchase Price being confirmed by Black Cat Gin, you will be issued with a receipt to confirm that the payment has been received and Black Cat Gin may record your purchase details for future use.

5.4. Black Cat Gin may, at their sole discretion, provide a refund on the return of the Products within 30 days where the Product packaging is unopened and remains in a saleable condition. You acknowledge and agree that you are liable for any postage and shipping costs associated with any refund pursuant to this clause.

6. Warranty

6.1. Black Cat Gin's 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 of the Product. You are also entitled to have the Products replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the 'Warranty').

6.2. You may make a claim under this clause (the 'Warranty Claim') for material defects and workmanship in the Products within 30 days from the date of purchase (the 'Warranty Period').

6.3. In order to make a Warranty Claim during the Warranty Period, you must provide proof of purchase to Black Cat Gin showing the date of purchase of the Products, provide a description of the Products and the price paid for the Products by sending written notice to Black Cat Gin at 24A Jane Place, Tanunda, South Australia, 5352 or by email at hello@blackcatgin.com.au.

6.4. Where the Warranty Claim is accepted then Black Cat Gin will, at its sole discretion replace any defective Products an equivalent product during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely

liable for any postage or shipping costs incurred in facilitating the Warranty Claim.

6.5. The Warranty shall be the sole and exclusive warranty granted by Black Cat Gin and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Products to which this warranty relates.

6.6. All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.

6.7. The Warranty does not apply to any appearance of the supplied Products nor to the additional excluded items set forth below nor to any supplied Products where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

7. Delivery

7.1. You acknowledge that the Purchase Services offered by Black Cat Gin integrate delivery (the 'Delivery Services') through the use of third party delivery companies (the 'Delivery Service Providers').

7.2. In providing the Purchase Services, Black Cat Gin may provide you with a variety of delivery and insurance options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that Black Cat Gin is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.

7.3. In the event that an item is lost or damaged in the course of the Delivery Services, Black Cat Gin asks that you:

(a) contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and

(b) contact us by sending an email to hello@blackcatgin.com.au outlining in what way the Products were damaged in transit so we are able to determine if the Delivery Service Provider should be removed from the Purchase Services.

8. Copyright and Intellectual Property

8.1. The Website, the Purchase Services and all of the related products of Black Cat Gin are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes and are reserved by Black Cat Gin or its contributors.

8.2. Black Cat Gin retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:

(a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Black Cat Gin; or

(b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or

(c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

8.3. You may not, without the prior written permission of Black Cat Gin and the

permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third-party content for any purpose.

9. Privacy

Black Cat Gin takes your privacy seriously and any information provided through your use of the Application and/or the Purchase Services are subject to Black Cat Gin's Privacy Policy, available on the website, www.blackcatgin.com.au.

10. General Disclaimer

10.1. You acknowledge that Black Cat Gin does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.

10.2. Black Cat Gin will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.

10.3. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

10.4. Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and

(b) Black Cat Gin will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

10.5. Use of the Website, the Purchase Services, and any of the products of Black Cat Gin (including the Delivery Services), is at your own risk. Everything on the Website, the Purchase Services, and the Products of Black Cat Gin, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Black Cat Gin (including any third party where the Delivery Services are made available to you) make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Black Cat Gin) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;

(b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);

- (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- (d) the Content or operation in respect to links which are provided for the User's convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

11. Limitation of Liability

11.1. Black Cat Gin's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Black Cat Gin is the resupply of Purchase Services to you.

11.2. You expressly understand and agree that Black Cat Gin, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11.3. Black Cat Gin is not responsible or liable in any manner for any site content (including the Content and Third-Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Black Cat Gin, by third parties or by any of the Purchase Services offered by Black Cat Gin.

11.4. You acknowledge that Black Cat Gin does not provide the Delivery Services to you and you agree that Black Cat Gin will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

12. Termination

12.1. Black Cat Gin may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) Black Cat Gin is required to do so by law;
- (d) Black Cat Gin is transitioning to no longer providing the Purchase Services to Users in the country in which you are resident or from which you use the service; or
- (e) the provision of the Purchase Services to you by Black Cat Gin is, in the opinion of Black Cat Gin, no longer commercially viable.

12.2. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Black Cat Gin have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

13. Indemnity

13.1. You agree to indemnify Black Cat Gin, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

(a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;

(b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or

(c) any breach of the Terms.

14. Venue and Jurisdiction

The Purchase Services offered by Black Cat Gin is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

15. Governing Law

The Terms are governed by the laws of South Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of South Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.