

## Terms of Service for Purchase Orders

This document outlines the terms and conditions governing the purchase of stock by you through ASMEC Group Pty Ltd ACN 641 199 582 trading as My Amazon Empire (“the Company”) as purchasing agent.

In accessing the services provided by the Company, you may choose to purchase products from third party wholesalers through the Company (“Stock”).

These Terms of Service are intended to explain the Company’s obligations as a purchasing agent and your obligations as a user of the Company’s services to purchase Stock from the third party wholesalers.

You accept that your use of the Company’s services to purchase Stock includes your acceptance of these Terms of Service.

### **1. Appointment and Role of the Company**

1.1 You appoint the Company acts as an agent in sourcing and purchasing the Stock on your behalf.

1.2 The role of the Company is to:

- provide advice to you on Stock you may wish to purchase based on the market conditions at the time;
- facilitate the purchase of such Stock between you and the relevant third party seller; and
- where required, provide you with sales reports relating to the Stock.

### **2. Purchase Order**

2.1 To commence the purchase, you agree to submit to the Company a purchase order in the format provided outlining the details of the Stock you seek to purchase (“Purchase Order”).

2.2 The Company may, in its absolute discretion, reject the Purchase Order or require that you re-submit the Purchase Order with additional information.

2.3 If the Company approves the Purchase Order, you will be notified, and the Company will proceed with the purchase.

2.4 Once the Purchase Order is processed, the Company will issue you a valid tax invoice with respect to the Purchase Order, which will include delivery costs and preparation services.

### **3. Payment**

3.1 Payment for the Stock must be made pursuant to the tax invoice. The Company accepts payment via stripe, as set out on the tax invoice.

3.2 Payment is subject to verification, and the Company reserves the right to cancel the Purchase Order if payment is not successfully processed.

3.3 Once your payment is processed, the Company will provide you with email confirmation of the Stock purchased.



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#### **4. Disclaimer and Liability**

4.1 The Company disclaims, and does not make, any representation or warranty of any kind in respect of the Stock including without limitation any representation or warranty:

- (a) to the delivery of the Stock;
- (b) that the Stock will be free of defects or any harmful components;
- (c) that the Stock is of merchantable quality or fit for purpose;
- (d) as to the suitability or availability of the Stock; or
- (e) as to the performance of the Stock and any return on investment.

4.2 The Company will not be responsible for:

- (a) losses arising from the unavailability of, or your inability to sell the Stock;
- (b) losses that are not directly caused by any breach by the Company of these Terms of Service;
- (c) any restrictions on selling platforms with respect to the Stock;
- (d) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure from your use of the Stock; and
- (e) any indirect or consequential losses including but not limited to losses arising out of the cost of replacement, recovery or recoupment of any investment made by you in connection with the Stock.

4.3 For any other loss relating to the Stock, the Company limits its liability to the amount you have paid for the relevant Stock.

4.4 Nothing in these Terms of Service is intended to:

- (a) override any express commitments the Company gives to you in providing its services;
- (b) exclude, restrict or modify any right or remedy you have in statute including under the Australian Consumer Law or otherwise to the extent that that right or remedy cannot be excluded, restricted or modified under law.

#### **5. No Cancellation**

5.1 Once the Purchase Order is processed and the Company's tax invoice has been paid in full, the Purchase Order cannot be amended or cancelled. No refunds will be provided for a change of mind of the Stock after the tax invoice is paid.

#### **6. Ownership and Risk**

6.1 Ownership of the Stock passes to you upon payment of the tax invoice.

6.2 Once the Stock leaves the Company's possession for delivery you assume full responsibility for any damages or implications that may occur to the Stock during transit.



## **7. Delivery**

7.1 You are responsible for the costs associated with the delivery of the Stock and/or storage of the Stock at the premises of the Company.

7.2 You are responsible for tracking the shipment and ensuring the accurate delivery of the Stock to Amazon or any other specified destination. Any discrepancies or issues related to the delivery process are your sole responsibility and the Company will not be held liable for such matters.

## **8. Preparation Services**

8.1 For Stock purchases that require preparation services (e.g., labelling or packaging), the cost of these services will be itemised and invoiced to you accordingly.

8.2 You agree to pay the amount for the preparation services as set out in the tax invoice, and failure to do so may result in delays in processing the Purchase Order or cancellation of the Purchase Order.

## **9. Changes to Terms**

9.1 The Company reserves the right to modify or update these Terms of Service at any time.

9.2 You will be notified of any changes, and your continued use of the service constitutes acceptance of the revised terms.



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