



ABN 84 146 596 821

TERMS AND CONDITIONS

1. Introduction: These Terms and Conditions govern your relationship with Rangeland Quality Meats Pty Ltd, trading as Rangeland Quality Meats (a company registered in Australia with ABN 84 146 596 821 and whose registered office is at "Dulacca Downs", Dulacca, 4425 Queensland, Australia ("**Rangeland Quality Meats**", "**RQM**", "**we**", "**our**" or "**us**"). All orders that you may make for the food and Products advertised for sale by us (the "**Products**") via the Rangeland Quality Meats Website www.rqm.com.au (the "**Website**").

Please read these Terms and Conditions carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not order from Rangeland Quality Meats.

2. Copyright Notice: This site and all materials, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, names, logos, marks, formats, files, devices and links contained in it or linked to it (together "**Content**") are protected by copyright, trade marks and other rights of intellectual property owned by us or licensed to us. Anyone accessing this site is entitled to view any part of it. However, the Content must not be used nor reproduced (in whole or part) for any other purpose including on or in connection with another website or publication or for direct commercial gain. Furthermore, any links to this site must be notified to and approved by us before they are created or steps are taken to create the same.

3. Limitation of Liability: You acknowledge that your use of this site and its content is at your own risk. Except for liability which we cannot by law restrict or exclude, we shall have no liability to you or any third party for any direct, indirect or consequential damages (including loss of profits), or any other damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise. Applicable law may not allow the limitation or exclusion of liability of certain damages, so this limitation or exclusion may not apply to you in its entirety.

4. Privacy Statement: There are a number of pages on this website where you may input your personal information. Please see our Privacy Policy for further details. Where you do consent to our holding and use of your personal information, it is intended that such consent will benefit any purchaser of our products.

5. Links to the site: Websites or pages to which this site is linked (other than other websites operated by us) are for information only and have not been reviewed by us. We have no responsibility for the content of such websites or pages and accept no liability for any losses whatsoever that may be incurred as a result of any linking to the same.

6. Payment: Payment for online orders is to be made by Visa, MasterCard, or Direct Deposit only. You may provide your nominated credit card details during the purchase process described on the Website. Your credit card details are encrypted before transmission via the secure payment gateway eWay (ABN 32 086 209 403). Once you click on "Make Purchase", Rangeland Quality Meats will process payment for your Order, plus any delivery charges and Service Fees as itemised on the final screen where you indicate your acceptance of this contract (Total Amount), using your nominated credit card (Visa or MasterCard) through the secure payment gateway provided by eWay. You authorise Rangeland Quality Meats to debit the Total Amount from your nominated charge card or credit card. If your nominated charge card or credit card is declined by your financial institution, Rangeland Quality Meats will not be able to guarantee the delivery of the Order, and may contact you to make alternative payment and delivery arrangements. Rangeland Quality Meats may decide at any time not to accept payment from you by charge card or credit card for any reason. If we decline to accept payment, we will not process the Order and may not contact you to inform you that your Order will not be processed.

7. Fraud: Parties involved in illegal activities when using www.rqm.com.au will be subject to criminal and civil prosecution. It is illegal to place orders under false names, with stolen credit cards or without permission of the cardholder. Persons found guilty of these acts WILL be prosecuted.

8. Product purchases: **8.1.** The facility and our communications to you in relation to any order or contract will be in the English language. The facility allows you to review your order and make any corrections before submitting it to us and by submitting the order you confirm that you have made any such corrections. **8.2.** Each Product for which you click 'Add to Cart' is added to a 'Shopping Cart' facility. You are given the opportunity to review the quantity, delivery date and frequency



RANGELAND
QUALITY MEATS

AHN 84 146 596 821

of order of each item in your shopping basket when you choose to 'Check Out'. You can change these, or cancel the purchase of each of the Products completely, at this stage, or at any time before clicking 'Place Order'. After you have clicked 'Place Order' and after our acceptance of your order, items are added to your delivery in addition to any items that you have previously ordered. **8.3.** Your submission of an order amounts to an offer to enter a contract to buy the Products from us, you cannot then withdraw or cancel your order except as stated below. **8.4.** No order is accepted from you until our Website displays an order confirmation message. This message is displayed after you click 'Place Order' in the shopping basket on the 'Order Summary' page. **8.5.** Where we accept an order, we do all that we can to ensure that your order is fulfilled. Products are, however, subject to availability and market conditions and we do not always know if a Product is or will be available at the time of accepting an order. If we are unable to deliver an item you have ordered, we may offer a reasonable substitute. You may reject that substitute, and you will not be charged for it, or, if you have paid already, we will refund any amount paid for it. If we do not offer a substitute, we will remove the Product from your order so that you are not charged or, if you have paid already, we will refund you the price. We will, however, bear no liability for unavailability of Products. **8.6.** The price that we charge you for the Products will be the price stated by us on the Website prior to you clicking the 'place order' button. **8.7.** All Products offered by us are subject to seasonal changes in supply levels and supply prices. We recommend that you check the Website regularly. The Website still allows you to review all the Products (and their prices) that you have already ordered from us, and make amendments and corrections to them until the deadlines published on the Website. **8.8.** Some of our Products are priced by weight. We show the prices for weights on the Website. The guide weight is for guidance only; the weight you receive may vary a little. **8.9.** We sell only to end users and our Products are not for re-sale. You warrant that you shall not re-sell any of the Products.

9. Delivery of Products and inspection by you: **9.1.** We will make delivery to your address as stated at the 'Check Out'. We reserve the right not to deliver to all locations and we will tell you whether we can deliver to your address. You are responsible for making suitable arrangements to receive your delivery and giving us appropriate instructions. In the event that your delivery is stolen from your doorstep or damaged while there, we do not accept liability, and will offer compensation at our discretion. We reserve the right to refuse to accept orders from any customer; considerations of delivery problems may give rise to such a refusal. Any changes to address details must be made 72 hours prior to day of delivery. **9.2.** We endeavor to keep your delivery to the day pre determined by the time of your purchase, but we reserve the right to change it temporarily or permanently and will tell you if we do so. Our delivery drivers will endeavor to contact each recipient on the morning of delivery. **9.3.** If we are unable to deliver to you, or have to deliver late, for reasons beyond our control, for example adverse weather conditions, strike actions, vehicle breakdown, traffic congestion or supplier failure, we cannot accept liability for any inconvenience or loss that this causes. **9.4.** We will not charge you for incorrect Products (Products that you have not ordered and substitutes for those Products which substitutes are not acceptable to you) or Products that we have not delivered in accordance with these Terms and Conditions. **9.5.** You must inspect the Products as soon as possible after delivery and notify us within 12 hours of delivery if you find any defects, by emailing or phoning us at the address shown on our Website.

A shipping fee (delivery charge) may or may not apply to products ordered, depending on the delivery area.

10. Cancellation rights: **10.1.** Rangeland Quality Meats may suspend or cancel any accepted order or your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions. **10.2.** You can cancel your registration with us at any time by informing us in writing. **10.3.** The suspension or cancellation of your registration shall not affect your and/or our rights or liabilities accrued to the date of suspension or cancellation, or any orders submitted by you before we received notice of your cancellation, and you will continue to be bound by such orders.

11. Warranties and Rangeland Quality Meats liabilities: **11.1.** Whilst Rangeland Quality Meats tries to ensure that material included on the Website or in any other catalogue or materials is correct, we cannot accept responsibility if this is not the case. Without prejudice to your statutory rights, Rangeland Quality Meats may correct any inaccuracies and/or errors and we will not be responsible for any such inaccuracies and/or errors or for the results obtained from the use of such information or for any technical problems you may experience with the Website. **11.2.** We warrant that the products will be of satisfactory quality and, therefore, if the Products which you purchase from us are faulty or defective you should notify us. We will examine the Products and at our discretion, we will replace faulty or defective Products. **11.3.** The warranty in paragraph 11.2 above does not apply to faults or defects which have been caused by your misuse and/or neglect of the Products or by accidents caused while the Products are in your possession.

12. Currency: All prices on the Rangeland Quality Meats website are in Australian Dollars.



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We appreciate your feedback, and for any enquiries about Rangeland Quality Meats' products, email info@rqm.com.au or call 0448 027 993.

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