

Caeli — Sales Terms and Conditions

Issued by Caeli Group Pty Ltd (ABN 90 647 928 550) | Last updated: April 2026

These Sales Terms and Conditions ("Sales Terms") govern the sale of goods by Caeli Group Pty Ltd (ABN 90 647 928 550) trading as Caeli ("Caeli", "we", "us" or "our") to you ("Customer", "you" or "your") through the website www.caeli.com.au (the "Website"). By placing an order through the Website, you agree to be bound by these Sales Terms, together with our Website Terms of Use and Privacy Policy, each of which is incorporated by reference.

1. Interpretation

1.1 Definitions

"ACL" means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

"Consumer" has the meaning given in section 3 of the ACL.

"Goods" means the products offered for sale on the Website.

"Order" means an order placed by you through the Website for Goods.

"Order Confirmation" means an email confirming that we have accepted an Order.

1.2 Construction

These Sales Terms should be read together with our Website Terms of Use and Privacy Policy. If there is any inconsistency between these Sales Terms and the Website Terms of Use in relation to the sale of Goods, these Sales Terms prevail to the extent of the inconsistency.

2. Orders and Acceptance

The display of Goods on the Website is an invitation to treat only. Your Order constitutes an offer by you to purchase the Goods on these Sales Terms.

No contract is formed between you and us until we issue an Order Confirmation. We may, in our absolute discretion, decline to accept any Order, in which case we will refund any amount already charged.

We may limit the quantity of Goods available for purchase, including to prevent suspected fraudulent or bulk-buying activity, and may cancel or refuse Orders that we reasonably believe do not comply with these Sales Terms.

Where we have accepted an Order but are unable to supply the Goods (for example, because of a pricing or stock error, or the Goods being discontinued), we will notify you and refund any amount paid in respect of those Goods. This will be your sole remedy in that circumstance.

3. Pricing, GST and Payment

All prices displayed on the Website are in Australian Dollars (AUD) and, unless stated otherwise, include Goods and Services Tax (GST) where applicable. Delivery charges are additional and are shown at checkout before you submit your Order.

We may change prices at any time, but the price that applies to your Order is the price displayed at the time your Order is submitted, subject to clause 2 above regarding pricing errors.

You authorise us (or our payment processor) to charge the full Order amount, including delivery and any taxes, to your nominated payment method at the time the Order is placed. We accept the

payment methods listed at checkout. You warrant that you are authorised to use the payment method supplied and that there are sufficient funds to cover the charge.

A tax invoice will be issued with the Order Confirmation or made available through your account.

4. Delivery

The Goods are large units and are dispatched by commercial courier, not by Australia Post. We deliver only to addresses within the delivery areas identified at checkout (or, where delivery is arranged separately, within the area agreed with us in writing). You are responsible for ensuring that the delivery address and contact details you provide are complete and accurate, and that there is safe, lawful and unobstructed vehicle access to the delivery address.

Delivery timeframes displayed on the Website are estimates only and are not guaranteed. We will not be liable for any delay in delivery to the extent that the delay is beyond our reasonable control.

Unless otherwise agreed in writing, standard delivery is kerbside only. You are responsible for unloading, moving the Goods from the kerbside, and any site access requirements (including gates, driveways, stairs, lifts and parking). Additional services such as tailgate lift, inside delivery, two-person carry, or assembly are not included unless expressly stated at checkout or agreed in writing and may attract additional fees.

Someone aged 18 or over must be present at the delivery address at the time of delivery to accept and sign for the Goods. If no one is available to accept delivery, or if the carrier is unable to complete delivery because the delivery address is inaccessible, incorrect, or the Goods are refused, the carrier may return the Goods to us or to a depot. Any additional delivery, redelivery, storage or return costs we incur as a result of a failed or attempted delivery may be passed on to you.

You must inspect the Goods on delivery and note any visible damage or shortage on the carrier's consignment note or proof of delivery. Any damage, shortage or missing items must be reported to us in writing at support@caeli.com.au within 48 hours of delivery. This does not limit your rights under the Australian Consumer Law.

5. Risk and Title

Risk in the Goods passes to you when the Goods are delivered to the address specified in your Order, or, where the Goods are collected, when you or your nominated carrier takes possession of the Goods.

Title in the Goods remains with us until we have received cleared payment in full of all amounts owing in respect of the Goods.

6. Your Consumer Rights (Australian Consumer Law)

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with a service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If a failure with the Goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the Goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or service.

Nothing in these Sales Terms excludes, restricts or modifies any consumer right or guarantee that cannot lawfully be excluded, restricted or modified. Where we are permitted to limit our liability for a breach of a consumer guarantee, our liability is limited, at our option, to: (a) replacement of the Goods

or supply of equivalent Goods; (b) repair of the Goods; (c) payment of the cost of replacing the Goods or acquiring equivalent Goods; or (d) payment of the cost of having the Goods repaired.

7. Returns and Refunds

7.1 This clause applies to change-of-mind returns only

This clause 7 sets out our discretionary change-of-mind returns policy. It is in addition to, and does not limit or replace, your rights under the Australian Consumer Law in respect of Goods that are faulty, not as described, or that otherwise do not comply with a consumer guarantee. Faulty Goods and consumer-guarantee claims are dealt with under clause 6, not this clause.

7.2 Custom Goods are non-refundable for change of mind

Goods that are made, manufactured, assembled, configured, modified, sized or finished to your specifications, or that are otherwise described at the time of sale as custom, made-to-order, bespoke, "built to order", or similar ("Custom Goods"), are not returnable or refundable for change of mind. Once an Order for Custom Goods has been accepted (or, where applicable, a quotation for Custom Goods has been accepted), you are liable for 100% of the quoted or Order price, and we are not obliged to cancel, refund, exchange, credit or otherwise terminate the Order for change-of-mind reasons.

7.3 Change-of-mind returns for non-custom Goods

For Goods other than Custom Goods, we may (at our sole discretion) accept a change-of-mind return where all of the following conditions are met:

- you contact us at support@caeli.com.au within 14 days after delivery, and obtain a written return authorisation from us before returning any Goods;
- the Goods are unused, in resaleable condition, with all original packaging, accessories, documentation, labels and tags intact and undamaged;
- the Goods are returned to the address notified to you in the return authorisation, within 14 days of the return authorisation being issued; and
- you arrange and pay for return freight by a reputable commercial courier appropriate for Goods of this size and weight. We do not accept Goods returned by Australia Post.

Risk in the Goods remains with you until the Goods are received by us in the condition required by this clause. You are responsible for adequately packaging and insuring the Goods for return transit. Goods returned without authorisation, outside the applicable timeframes, or not meeting the conditions above, may be rejected and returned to you at your cost, or may incur additional charges.

7.4 Restocking fee

Where we accept a change-of-mind return of non-custom Goods under clause 7.3, a restocking fee of 25% of the price paid for the returned Goods will be deducted from any refund payable to you. The restocking fee is in addition to the original outbound delivery charge (which is non-refundable for change-of-mind returns) and the cost of the return freight (which is payable by you). You will receive a refund of the balance, processed to the original payment method within a reasonable period after we have received and inspected the returned Goods.

7.5 Exclusions

In addition to Custom Goods, certain Goods may be excluded from change-of-mind returns on health, hygiene, safety, bulk-purchase, clearance or similar grounds. Any such exclusions will be identified on the Website or at the point of sale.

7.6 ACL remedies

Where Goods are faulty, not as described, or do not comply with a consumer guarantee under the Australian Consumer Law, the restocking fee in clause 7.4 does not apply, and you are entitled to the remedies set out in clause 6. To make a claim, contact us at support@caeli.com.au with your Order number and a description of the issue (including photographs where relevant). Do not return Goods without first obtaining instructions from us, as this may delay your remedy.

8. Product Information

We take reasonable steps to describe the Goods accurately on the Website, including images, dimensions, colours, materials and specifications. However, images are indicative only, and slight variations in colour, appearance, finish and measurement are to be expected and do not constitute a defect. To the maximum extent permitted by law, the statements made on the Website about the Goods are general in nature and are not a substitute for your own inspection and assessment of the Goods before use.

9. Limitation of Liability

To the maximum extent permitted by law, and subject to clause 6 (Your Consumer Rights), our total aggregate liability to you arising out of or in connection with an Order or these Sales Terms, whether in contract, tort (including negligence), under statute or otherwise, is limited to the amount paid by you for the Goods giving rise to the claim.

To the maximum extent permitted by law, we are not liable to you for any indirect, consequential, special or incidental loss, including loss of profit, loss of revenue, loss of business opportunity, loss of data, or loss of goodwill.

Nothing in these Sales Terms operates to exclude, restrict or modify liability that cannot lawfully be excluded, restricted or modified.

10. Indemnity

You indemnify us, and our officers, employees and agents, against all liabilities, claims, losses, damages, costs and expenses (including reasonable legal costs) suffered or incurred by us arising out of or in connection with: (a) your breach of these Sales Terms; (b) any unlawful or negligent act or omission by you in connection with the Goods; or (c) your infringement of the rights of any third party. This indemnity is reduced to the extent that we caused or contributed to the relevant loss.

11. Cancellation by Us

We may cancel an Order before dispatch where: (a) the Goods are not available; (b) there has been a pricing or description error; (c) we suspect the Order is fraudulent or has been placed in breach of these Sales Terms; or (d) we are prevented from fulfilling the Order by an event beyond our reasonable control. If we cancel an Order, we will notify you and refund any amount already charged.

12. Force Majeure

We are not liable for any failure or delay in performing our obligations under these Sales Terms to the extent that such failure or delay is caused by an event beyond our reasonable control, including acts of God, natural disasters, fire, flood, pandemic or epidemic, war, civil unrest, acts of government, strikes, shortages of materials, carrier disruption, or failures of telecommunications or payment networks.

13. Privacy

We collect, use and disclose your personal information in accordance with our Privacy Policy, which is available on the Website and incorporated into these Sales Terms by reference.

14. Intellectual Property

All intellectual property rights in the Website and the Goods, including trade marks, logos, images, product descriptions, and copy, are owned by or licensed to us. Nothing in these Sales Terms transfers any intellectual property rights to you, except for the limited right to use the Goods for their intended purpose.

15. Notices

Notices to us must be sent to support@caeli.com.au. Notices to you will be sent to the email address you provided when placing your Order.

16. General

16.1 Governing law

These Sales Terms are governed by the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them.

16.2 Variation

We may vary these Sales Terms from time to time by posting an updated version on the Website. The Sales Terms that apply to your Order are those in force at the time the Order is placed.

16.3 Severability

If any provision of these Sales Terms is held to be invalid or unenforceable, that provision is to be read down to the extent necessary to make it valid and enforceable, or, if it cannot be read down, severed, without affecting the remaining provisions.

16.4 Waiver

A failure or delay by a party in exercising a right under these Sales Terms does not operate as a waiver of that right.

16.5 Assignment

You may not assign or novate any of your rights or obligations under these Sales Terms without our prior written consent. We may assign or novate our rights and obligations to a related body corporate or to the purchaser of our business.

16.6 Entire agreement

These Sales Terms, together with our Website Terms of Use, Privacy Policy, and any other policies published on the Website, constitute the entire agreement between you and us in respect of your Order.

Contact

Caeli Group Pty Ltd trading as Caeli

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Email: support@caeli.com.au

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