

## Kärcher Wash Club Terms and Conditions

Kärcher offers and promotions are available exclusively for the Kärcher Wash Club. This may consist of online offers and promotions that include usage of a promotional or coupon code (Code). Terms and conditions will apply to the use of the offer or promotions.

Any discount on promotional offers would apply to the Australian recommended retail price (RRP) of the item that is inclusive of Goods and services tax (GST). Occasionally there may be information on the site that contains errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. In such cases, Kärcher reserves the right to correct any errors, inaccuracies or omissions and to change or update information or cancel subscriptions if any information on the site is inaccurate at any time without prior notice (including after your order has been submitted).

Unless otherwise specified, coupon codes cannot be used in conjunction with any other offer, including other coupon codes. Codes are non-transferable and if your code is lost or stolen, it will not be reissued. It is your responsibility to ensure that the Code is valid and entered correctly at the time of your online purchase.

Please note that promo codes cannot be added to completed orders, and no refund or bonus products will be provided if the promo code was not applied correctly. Each promo code is redeemable once per customer only. Kärcher reserves the right to modify or withdraw any promo code offers and associated terms and conditions at any time.

This page (together with the documents referred to on it) specifies the terms and conditions for the Kärcher Wash Club: <https://www.kaercher.com/au/washclub.html>

Please read these terms and conditions carefully before subscribing to a Kärcher Wash Club from our site. You should understand that by subscribing, you agree to be bound by these terms and conditions.

Please note that these terms and conditions only apply to subscribing to the Kärcher Wash Club for Clean Park Hoppers Crossing. Please also note that these are the only terms and conditions which apply to the Kärcher Wash Club and any other existing terms and conditions should be ignored.

Please understand that if you refuse to accept these terms and conditions, you will not be able to subscribe to the Kärcher Wash Club from our site.

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### 1. DEFINITIONS AND INTERPRETATION

In these Terms, ACL means the Australian Consumer Law schedule of the Competition and Consumer Act 2010 (Cth) as amended; consumer is as defined in the ACL; GST means the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended; Order means any order for Kärcher Wash Club Clean Park Hoppers Crossing that you place with us through our Website; Kärcher Wash Club Clean Park Hoppers Crossing means and includes both goods and services provided by us to you; Terms means these and any additional or amended terms of sale which apply to Kärcher Wash Club Clean Park Hoppers Crossing or credit which we provide to you; you (and your) means the individual, partnership, corporation or association being the customer to whom Kärcher Wash Club Clean Park Hoppers Crossing are sold or provided by us (or our agent); we and us and our means and will be interpreted as Kärcher Pty Ltd, a company registered

in Australia with ABN 76 002 721 226 and with our registered office and main trading address at 385 Ferntree Gully Rd, Mount Waverley, VIC 3149, and Website means the Kärcher Pty Ltd website located at [www.karcher.com.au](http://www.karcher.com.au).

## 2. YOUR STATUS

Our site is only intended for use by people who are residents in Australia. We do not accept subscriptions from individuals outside Australia.

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old; and
- (c) you are resident of Australia; and
- (d) you are accessing our site from Australia; and
- (e) you have accepted these Terms in the version applicable at the time of your subscription.

## 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

After subscribing, you will receive an email from us acknowledging that we have received your subscription. The contract between us (Contract) will only be formed when you subscribe to the Product. In placing an subscription with us, you agree and acknowledge that:

- (a) you have not relied on any service involving skill and judgement, or on any advice, recommendation or assistance provided by us in relation to the Kärcher Wash Club Clean Park Hoppers Crossing or their use or application;
- (b) you have not made known to us, either expressly or by implication, any purpose for which you require the subscription; and

(c) you have the sole responsibility of satisfying yourself that the Kärcher Wash Club Clean Park Hoppers Crossing subscription is suitable for your use.

#### 4. CONSUMER RIGHTS

4.1 Nothing in these terms and conditions affects your statutory rights under the ACL.

4.2 Please make your decision to purchase carefully. Kärcher Pty Ltd will not offer a refund or exchange if you simply change your mind, or the product is not what you expected.

#### 5. SCOPE, SUBSCRIPTIONS, BILLING, LIABILITY AND TERMINATION

##### 5.1 Scope

The monthly subscription fee for the Kärcher Wash Club covers one (1) vehicle only to access unlimited washes per month.

##### 5.2 Restrictions

a. One Vehicle Only: The monthly subscription fee for the Kärcher Wash Club is for the use of one (1) registered vehicle only. Customers are not permitted to use the Program across multiple vehicles. Any attempt to do so may result in the immediate termination of your membership.

b. Site Access: Kärcher Wash Club can be used at Kärcher Hoppers Crossing Clean Park.

##### 5.4 Membership Termination

Kärcher Australia reserves the right to suspend or revoke a customer's membership to the Kärcher Wash Club if they do not abide by the terms of this Fair Use Policy. This includes, but is not limited to, attempting to use the Program for multiple vehicles or using the Program in a manner that is fraudulent, abusive, or otherwise violates this Policy or any applicable laws. Kärcher reserves the right to cancel a membership if we believe a vehicle is abusing our service's

##### 5.5 Changes to the Policy

Kärcher Australia may amend this Policy at any time. Customers will be notified of any material changes to the Policy by email, on our website, or through other appropriate means.

##### 5.6 Billing

Unlimited Wash Club fees are automatically billed to your credit or debit card according to your agreed frequency in advance and continue thereafter until such time as the agreement is terminated by you or Kärcher Pty Ltd. If we are unable to charge a credit/debit card for any reason, the customer's membership will be deactivated.

## 6. RETURNS

6.1 If you would like to cancel your membership, you may log into your online account and cancel at any time prior to the end of your membership. For more information on how to cancel your subscription through the Kärcher Wash Club, please contact us via email: [cleanpark.hopperscrossing@karcher.com](mailto:cleanpark.hopperscrossing@karcher.com).

6.2 No refund or credit will be provided for any unused portion of the Unlimited Wash Club membership.

6.3 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. 6.3 If for further information, please visit: <https://www.kaercher.com/au/services/support/warranty.html> or contact Customer Care on 1800 675 714.

6.4 The rights afforded under this warranty are in addition to any other rights available to you under law.

## 7. OUR LIABILITY

7.1 We will not be liable to you for any breach of our obligation to supply Kärcher Wash Club Clean Park Hoppers Crossing pursuant to an Order from you, if our failure to supply those Kärcher Wash Club Clean Park Hoppers Crossing is the result of any Force Majeure Event or any other matter beyond our reasonable control.

7.3 Subject to any provisions of the ACL that cannot be excluded, our liability for any loss or damage suffered by you under this Contract will be limited to the purchase price of the Kärcher Wash Club Clean Park Hoppers Crossing you have already paid.

7.2 Kärcher Australia accepts no responsibility or liability for any damage caused to the customer's vehicle while using the Program. By participating in the Program, customers agree to assume all risks and will not hold Kärcher Australia responsible for any damage, loss, or claim that may arise as a result of using the Program.

7.4 We are not liable for any indirect or consequential losses or expenses suffered by you or any third party however caused, including but not limited to loss of turnover, profits, business or goodwill, or any liability to any other party, except to the extent of any liability imposed by the ACL.

7.5 If you are a consumer, nothing in these Terms restricts limits or modifies your rights or remedies against us for failure of a statutory guarantee under the ACL.

7.7 Nothing in these Terms is to be interpreted as excluding, restricting or modifying the application of any State or federal legislation applicable to the sale of the Kärcher Wash Club Clean Park Hoppers Crossing which cannot be so excluded, restricted or modified.

## 8. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 9. NOTICES

All notices given by you to us must be given to Kärcher Pty Ltd or to sales@au.karcher.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 48 hours after an email is sent, or ten days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

### 9.1 CLOSURES

Karcher reserves the right to close stores or shorten hours of operation due to business needs, inclement weather conditions and Public Holidays at its sole discretion

## 10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

10.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

10.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

11.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force

Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 12. WAIVER

12.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

12.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

## 13. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 14. ENTIRE AGREEMENT

14.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

14.2 Nothing in this clause limits or excludes any liability for fraud.

## 15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

15.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology,



changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15.2 You will be subject to the policies and terms and conditions in force at the time that you subscribe to the Kärcher Wash Club Clean Park Hoppers Crossing from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we dispatch the Product (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 16. LAW AND JURISDICTION

Contracts for the subscription of Kärcher Wash Club Clean Park Hoppers Crossing through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by laws of the State of Victoria, Australia. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the State of Victoria, and courts entitled to hear appeals from those courts.