

# Terms & Conditions ASKO Appliances (Aust.) Pty Ltd (ACN 007 007 329)

#### 1. Definitions

- 1.1. "Agreement" means any agreement, order, contract, or security agreement entered into for the sale and/or supply of Products or Services by ASKO to the Customer, the terms and conditions of which shall (subject always to these Terms) be contained in:
  - a) these Terms;
  - b) any Quotation;
  - c) any Order that is accepted by ASKO;
  - d) any Order Confirmation;
  - e) any invoice provided by ASKO to the Customer; and
  - f) any other additional terms as agreed by ASKO in writing.
- 1.2. "ASKO," "we," "us" or "our" means ASKO Appliances (Aust.) Pty Ltd (ACN 007 007 329).
- 1.3. "Consequential Loss" means all consequential liability, including, but not limited to, loss of turnover, loss of profits, loss of contract, loss of goodwill, increased cost of workings, or any liability to any other party.
- 1.4. "Customer," "you," or "your" means the person or entity whose name and address appears on the Order as the purchaser of the Product/s.
- 1.5. "GST" means the goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.6. "Liability" means any liability, loss, damage, cost, expense, or claim, howsoever arising and whether actual or contingent, present or future, fixed or unascertained, and whether in contract, tort, or otherwise arising at law, and includes all Consequential Loss.
- 1.7. "Order" means the order provided by the Customer to ASKO for the purchase of the Products and/or Services and includes an order by way of acceptance of a tender, quotation or offer made by or on behalf of ASKO.
- 1.8. "Order Confirmation" means the written confirmation of the acceptance of the Order by ASKO.
- 1.9. "Products" means goods or products supplied or sold by ASKO to the Customer and includes any packaging.



- 1.10. "Quotation" means any written quotation provided by ASKO to the Customer in respect of the supply of Products and/or Services.
- 1.11. "Services" means services supplied or sold by ASKO to the Customer.
- 1.12. "Terms" means these Terms and Conditions of Sale.

## 2. Agreement

- 2.1. By placing an Order, the Customer makes a binding offer to purchase the relevant Products and/or Services on these Terms.
- 2.2. ASKO is legally bound to an Agreement if and when ASKO issues an Order Confirmation to the Customer in respect of an Order.
- 2.3. Subject to these Terms, the Customer may not change or cancel an Order after it is accepted by ASKO.
- 2.4. The Customer does not rely upon any warranty or representation made by ASKO unless that warranty or representation is included in these Terms or any other document that forms part of the Agreement.

#### 3. Promotional Items

From time-to-time ASKO will undertake special offers and /or promotions. Separate terms and conditions may apply to Products sold as part of a promotion or offer.

#### 4. Price

- **4.1.** The Price payable by the Customer to ASKO for the Product/s or Services is the price specified in the Order Confirmation (**Price**).
- **4.2.** Prices and charges quoted for the supply of Products or Services exclude GST and any other taxes or duties imposed on or in relation to the Products or Services.
- **4.3.** In addition to the Price, the Customer must pay any applicable GST and any other taxes, duties, or charges imposed on the Products or Services.

## 5. Payment

- 5.1. Subject to clause 5.2, full payment of the Price is required prior to delivery of the Product/s
- 5.2. All Orders for ASKO ex-display, consignment and/or factory second stock must be paid in full at time of Order.



- 5.3. Payment in any form other than cash will not be deemed to be received by ASKO until that payment has been unconditionally honoured, cleared, or recognised, and, until then, ASKO's ownership rights in the Products will continue.
- 5.4. The Customer agrees that (without limitation) it shall indemnify ASKO and pay immediately upon demand any costs or expenses incurred by ASKO as a direct or indirect result of the Customer failing or refusing to accept or facilitate delivery of the Products or Services.

#### 6. Cancellation Fee

- **6.1.** If you cancel your Order after it is accepted, ASKO will refund all monies paid excluding the applicable cancellation fee.
- 6.2. A cancellation fee of twenty percent (20%) may apply to the Order. You acknowledge that this is a reasonable amount to compensate ASKO for its resulting loss and damaged caused by the cancellation.

# 7. Default in payment

- 7.1. If the Customer fails to make any payment to ASKO when due then, without limitation or prejudice to any other right which is available to ASKO:
  - a) all amounts owing to ASKO by the Customer, whether or not due for payment, become immediately payable by the Customer without the requirement of any notice to the Customer;
  - b) ASKO may charge the Customer interest on any sum due at the rate of fifteen percent (15%) per annum, calculated daily from the due date(s) for payment until the date on which payment is received in full;
  - c) ASKO may, in its sole and absolute discretion, cancel or suspend its performance of any Agreement, including in respect of the further supply of Products or Services;
  - d) ASKO may, by notice or action:
    - i. terminate any Agreement so far as it is unperformed by ASKO; and/or
    - ii. accept the Customer's repudiation of the Agreement
  - e) the Customer must indemnify ASKO for, and pay on demand, all reasonable costs and expenses incurred by ASKO in relation to the outstanding debt; and/or
  - f) upon reasonable notice by ASKO, return the Product/s to ASKO or permit a representative of ASKO reasonable access to the location of the Product/s to repossess the Product/s.



7.2. The Customer releases ASKO from any and all liability whatsoever (including, but not limited to, Consequential Loss) incurred by the Customer as a direct or indirect result of any action taken by ASKO in accordance with this clause 7.

#### 8. Delivery

- **8.1.** All Orders must be settled and delivered within a timeframe determined by ASKO at the time of the Order Confirmation. Orders not settled and delivered within this time frame may be cancelled by ASKO and ASKO may charge the applicable cancellation fee in accordance with clause 6.2.
- 8.2. Subject to clause 8.3, ASKO will deliver the Product/s to the delivery location specified in the Order Confirmation. ASKO will not deliver to premises that are unattended under any circumstances.
- 8.3. ASKO is not required to deliver Products in accordance with clause 8.2 if the location to which the Product/s are to be delivered is outside a metropolitan area of Melbourne, Sydney or an agreed area as specified by ASKO. In such circumstances, ASKO may instead (in its sole and absolute discretion) notify the Customer of the location at which the Products are available for collection.
- **8.4.** Subject to clause 8.6 the estimated delivery date will be the date specified in the Order Confirmation (**Delivery Date**).
- **8.5.** Subject to clause 8.7, ASKO will use reasonable endeavours to deliver the Products on the Delivery Date.
- **8.6.** If the model of any ordered Product is discontinued, superseded, or not available for delivery on the Delivery Date, ASKO will notify the Customer prior to the Delivery Date that:
  - a) ASKO is prepared to instead supply a model of equivalent or superior standard, and specify that model and any addition to the Price for the model change; or
  - b) there is no equivalent model available, and this Agreement is therefore terminated with immediate effect. Any amounts previously paid by the Customer in relation to that Product under this Agreement will be refunded. The Customer's rights are limited to this refund and, further, the Customer releases ASKO from any and all Liability incurred as a result of such termination of any Agreement.
- 8.7. If the Customer accepts ASKO's offer of an alternative product in accordance with clause 8.6(a), the Product/s and the Price will be taken to be varied according to ASKO's offer under that clause.



- 8.8. ASKO will make reasonable endeavours to deliver the Product/s at a time arranged by ASKO and the Customer for such delivery (Nominated Delivery Time). In the event that the Customer is not present to accept delivery of the Product/s on the Delivery Date and Nominated Delivery Time, the Customer will be liable to pay ASKO a fee to re-deliver the Product/s on a new delivery date and time to be agreed between the Customer and ASKO. This re-delivery fee must be paid by the Customer prior to ASKO re-delivering the Product/s at the new delivery date and time.
- 8.9. Subject to clause 11 and applicable consumer protection legislation, if the Customer accepts delivery of the Product/s (or collects the Product/s in accordance with clause 8.3) and subsequently changes their mind about the Product/s the subject of the Agreement (including where the Customer orders the incorrect Product), ASKO may, in its discretion and upon request by the Customer, agree to:
  - a) accept return of the relevant Product/s (provided they are in the same condition as when supplied by ASKO) from the Customer;
  - b) provide replacement Product/s to the Customer. In these circumstances, the Customer must pay:
    - i. any difference between the Price of the relevant Product/s being returned and the Price of the relevant replacement product/s; and
    - ii. a re-stocking fee of twenty percent (20%) of the Price of the relevant Product/s to be returned. The Customer acknowledges that this re-stocking fee represents the reasonable costs incurred by ASKO in accepting and repackaging, where required the Product/s for sale.
- 8.10. ASKO may subcontract the delivery of Products or Services at its sole discretion.
- 8.11. The Customer must do all things reasonably necessary to allow ASKO to make delivery of all Products and/or Services in accordance with the Agreement. If the Customer defaults in this obligation and ASKO is unable to reasonably complete delivery, ASKO may (without limitation and in its sole and absolute discretion) give written notice to the Customer that if the Customer fails to take delivery or collect the Products within thirty (30) days, ASKO may:
  - a) terminate this Agreement; or
  - b) accept the Customer's repudiation of this Agreement.
- **8.12**. Unless otherwise agreed in writing:
  - a) Products shall be deemed to have been delivered by ASKO upon the relevant Products being placed at the disposal of the Customer at the delivery location; and
  - b) Services shall be deemed to have been delivered as determined by ASKO (acting reasonably).



#### 9. Product Installation

- 9.1. ASKO may, at its sole discretion, complete installation of ASKO washing machines, tumble dryers, dish washers, and stacking kits delivered to the Customer's premises within metropolitan areas (ASKO Installation).
- 9.2. Any ASKO Installation provided is based on a like to like replacement and does not include any structural work or upgrades to plumbing, electrical or carpentry work. ASKO Installation will incur fees and charges that will be advised by ASKO prior to commencement of an ASKO Installation.
- 9.3. All Products are to be installed as per the ASKO installation instructions that are provided with each Product. If an ASKO product is not installed in accordance with the instruction manual, this may affect the ASKO warranty offered. An ASKO Installation means that the Products will be as per the ASKO instruction manual. A service fee will be charged to inspect or rectify ASKO Product/s that has been installed by a person/company other than a ASKO or ASKO Service Agent.
- 9.4. To the maximum extent permitted by law and without limiting the generality of any other provision of these Terms and Conditions of Sale, ASKO shall not be liable to the Customer or to any other person in respect of any Consequential Loss which occurs as a result of installation of the Product/s by anyone other than ASKO or an ASKO Approved Service Agent, and, further, the warranties described in clause 13 will not apply to these Product/s.

## 9.5. ASKO Installation includes:

- a) unpacking and product readiness for installation. Inspection for any existing damage or visible defects:
- b) disposal of packaging materials;
- c) installation of ASKO stacking kits;
- d) connection of the Product(s) to existing water inlet and/or electric service (water inlet and electrical supply point must be within 1.5m of product);
- e) insertion of Product into designated location compliant to relevant standards and suitable for the product being installed;
- f) levelling and securing your Product where required;
- g) testing your Product to ensure proper functioning
- h) dishwasher installation includes securing dishwasher to adjoining cabinetry where required; and
- i) installation of laundry Products include removal of transit bolts and levelling.



- **9.6.** Prior to an ASKO Installation, the Customer must ensure that the following has been carried out/cleared to facilitate installation of their Products on the scheduled date:
  - a) power/water inlet is provided and distance from the Product maintained. The water valve (tap) must be ¾ inch male thread;
  - b) location and cabinetry should be inspected for any defects and free from any obstruction to access it. Existing appliances have been removed from the cabinetry or niche or where there is no unrestricted access to the product from all sides and top;
  - c) there is a water drain outlet for laundry and kitchen Products that require drainage;
  - d) water pipes are robust and fit for purpose (connection to old copper pipes especially);
  - e) any dangerous, hazardous material or substances have been removed from the install vicinity;
  - f) any flooring deficiencies that will prevent/hinder proper installation of Product.
- **9.7.** If the matters set out in clause 9.6 have not been attended to, ASKO is under no obligation to carry out an ASKO Installation.
- 9.8. Without limitation, the Customer agrees and acknowledges that it shall indemnify ASKO and pay immediately upon demand any cost or expenses incurred by ASKO as a result of:
  - a) incomplete, insufficient, or inaccurate directions from the Customer as to the services and facilities which are available at the site at which an ASKO Installation is to be completed; or
  - b) the Customer's failure to comply with its obligations under clause 9.6, above.
- **9.9.** All Products installed by ASKO or an ASKO Service Agent are warranted for 12 months for workmanship. Any changes to the original installation will void the installation warranty.
- 10. Acceptance of Products and Services
- 10.1. The Customer shall be deemed to have accepted Products and/or Services unless ASKO receives written notice of any claimed defect within seven (7) days of delivery or ASKO Installation occurring (as the case may be).
- 10.2. Any written notice as to defective or damaged Products or Services must:
  - a) state that the Products (or some of them) are defective or damaged (as the case may be);



- b) describe the nature of the defect or damage, including by way of photographs where appropriate and/or where requested by ASKO; and
- c) state the Customer's reasonable opinion as to whether the defect or damage can be rectified.
- 10.3. ASKO will respond to any written notice as to defect or damage within a reasonable period.
- **10.4.** Where ASKO accepts that any Products or Services are defective or damaged, clause 12 of these Terms will apply.

# 11. Ownership and Risk

- 11.1. Legal and equitable title to the Products passes to the Customer upon receipt by ASKO of payment in full of all amounts which the Customer owes to ASKO, including, but not limited to, payment of any invoice which is relevant to the Agreement.
- 11.2. Notwithstanding clause 11.1, above, all risk or loss or damage to the Products and all insurance responsibility for theft, damage, or otherwise in respect of the Products passes to the Customer when the Products are delivered or otherwise enter into the possession or control of the Customer.

## 12. Limitation of Liability

- 12.1. To the maximum extent permitted by law and subject to this clause 12, ASKO shall not be liable, whether in contract, tort or otherwise, for any injury, damage, or Liability suffered by the Customer or any third party howsoever arising out of or in connection with any Agreement, Order, these Terms, or the sale or supply of any Products or Services, including (without limitation) direct, indirect, special, or Consequential Loss, except where such loss is incurred due to the negligence of ASKO or any of its employees or agents.
- 12.2. If rights are conferred upon the Customer or obligations are imposed upon ASKO by the Australian Consumer Law or any other law which cannot be excluded, the provisions of this clause 12 shall be read subject to those rights or obligations, and, to the maximum extent permitted by such legislation, ASKO hereby expressly limits its liability under any such legislation to the maximum extent permitted by law.
- 12.3. Subject to clause 12.2 above, the Customer agrees that (to the maximum extent permitted by law) any liability of ASKO is limited to:
  - a) in the case of the supply of Products, any one or more of the following (at ASKO's sole discretion):
    - i. replacement of the Products or the supply of equivalent Products;
    - ii. repair of the Products;



- iii. payment of the Customer's costs of replacing the Products or of acquiring equivalent Products;
- iv. payment of the costs of having the Products repaired; or
- v. refund of the Price and any other monies paid by the Customer in respect of the Products in accordance with these Terms;
- b) in the case of the supply of Services, any one or more of the following (at the ASKO's sole discretion):
  - i. supply of the Services again;
  - ii. payment of the costs of having the Services supplied again; or
  - iii. refund of the Price and any other monies paid in respect of the Services in accordance with these Terms;
- c) subject to clause 12.2 above, where the Products are or include used or second-hand goods, the Customer acknowledges and agrees that:
  - i. the Products are acquired on an "as is" basis and whilst fit for the purpose for which the Products are intended to be commonly used, are not free from the specified defects of which ASKO has notified the Customer prior to providing the Order Confirmation;
  - ii. the Products have been inspected by the Customer prior to placing the Order and the Customer has determined that the Products are fit for the Customer's intended purpose; and
  - iii. the Customer has not disclosed to ASKO any other purpose for which the Products are intended to be used.

#### 13. Warranties

- 13.1. ASKO guarantees its Products and Services in accordance with the Australian Consumer Law and, subject to the limitations and exclusions set out in this clause, further warrants that:
  - a) ASKO Products or Services ordered for use in a commercial environment will be free from defects in material and workmanship for a period of three (3) months from the Delivery Date (ASKO Commercial Warranty); and
  - b) All other Products or Services will be free from defects in material and workmanship for a period of twenty-four (24) months from the Delivery Date (ASKO Warranty).



- 13.2. To the maximum extent permitted by law, the ASKO Warranty and the ASKO Commercial Warranty will not apply if the Products or Services are:
  - a) damaged through misuse, including, but not limited to when the Products or Services are:
    - i. used for purposes for which the Product or Service was not sold or designed;
    - ii. operated on an electrical, water, gas or other power supply which is incorrect, defective or which otherwise exceeds the ratings specified on the rating plate of the Products or Services:
    - iii. incorrectly stored, mounted, subjected to a severe climate or similar corrosive or hazardous influence;
    - iv. not maintained or serviced as required in the written materials provided with the Products or Services;
    - v. operated when known to be defective;
    - vi. used in any way contrary to any written instructions for use provided by ASKO or an ASKO Approved Service Agent; or
  - b) installed, altered, modified, or repaired by anyone other than ASKO or an ASKO Approved Service Agent;
  - c) damaged as a result of normal wear and tear;
  - d) damaged as a result of improper maintenance or neglect or otherwise as a result of not being maintained in accordance with ASKO's care and maintenance recommendations.
- 13.3. For the avoidance of doubt, the ASKO Warranty and ASKO Commercial Warranty may not be extended.
- 13.4. The Customer may claim on the ASKO Warranty or the ASKO Commercial Warranty as follows:
  - a) if you purchased a Product or Service direct from ASKO you must, at your own expense:
    - i. contact the ASKO Customer Service Department at the contact details below to:
      - A. provide ASKO with details of the claim on the relevant warranty;
      - B. organise to provide ASKO with proof of original purchase; and
      - C. obtain a Case Number;



- ii. securely pack the Product to protect against damage to the Product;
- iii. include a copy of the original proof of purchase in the packaging;
- iv. clearly mark the Case Number on the outside of the packaging; and
- v. return the Product direct to ASKO at the address below, within the applicable warranty period referred to herein.
- b) if you purchased a Service from an authorised retailer or reseller (as opposed to direct from ASKO), you must, at your own expense, comply with clause 13.4(a), above.
- c) if you purchased a Product from an authorised retailer or reseller (as opposed to direct from ASKO), you must, at your own expense;
  - i. return the Product securely packed to protect against damage to the Product; and
  - ii. provide the details of:
    - A. the claim on the relevant warranty;
    - B. proof of original purchase; and
    - C. your name, address, email address (if you have one) and telephone number,

to the authorised retailer or reseller from whom you originally purchased the Product within the applicable warranty period referred to herein.

- d) Products returned without a Case Number may not be accepted;
- e) the issue of a Case Number and/or acceptance of returned Products does not constitute acceptance by ASKO of the claim on the relevant warranty;
- f) ASKO will assess any claim you may make on the relevant warranty and if, in the reasonable opinion of ASKO, a warranty applies, ASKO will, at its sole option and cost:
  - i. provide you with the same or, if the Product or Service is no longer available) the closest similar Product or Service;
  - ii. repair the Product or Service and return it to you; or
  - iii. refund the price you paid for the Product or Service.



This is the only obligation of ASKO under the applicable warranty. ASKO will bear its own expenses of doing those things and you must bear any other expenses of claiming on the warranty;

- g) if Products are returned to ASKO for which, in ASKO's reasonable opinion, the relevant warranty does not apply, the Products will be returned to you freight collect.
- 13.5. If, following the procedure set out in clause 13.4, ASKO determines that a Customer has successfully established an ASKO Warranty or ASKO Commercial Warranty claim, then ASKO will, at its sole discretion and cost:
  - a) provide you with the same or, if the Product or Service is no longer available) the closest similar Product or Service;
  - b) repair the Product or Service and return it to you; or
  - c) refund the price you paid for the Product or Service.

This is the only obligation of ASKO under the applicable warranty. ASKO will bear its own expenses of doing those things and you must bear any other expenses of claiming on the warranty.

- 13.6. The Australian Consumer Law also requires ASKO to state in relation to the warranties in this document that:
  - a) ASKO gives the ASKO Warranty and ASKO Commercial Warranty and the name, address, telephone number and email address of ASKO are:

Address: ASKO Appliances (Aust.) Pty Ltd (ACN 007 007 329)

35 Sunmore Close MOORABBIN VIC 3189

Email: service@asko.com.au

Tel: (03) 8551 2200

- b) The warranties in this document are in addition to other rights and remedies you may have under a law in relation to the goods to which the warranties relate.
- c) Our 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 and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.



## 14. Servicing of products

If an ASKO representative or contractor is required to attend a customer's premises to service an appliance, it is the customer responsibility to prepare the appliance, making the area around the appliance safe for the work to be conducted. The customer must ensure any items in the appliance are removed prior to the work being conducted. For example, wine bottles must be removed from Wine Cabinets, crockery removed from dishwashers etc. ASKO staff/contractors will not accountable for damage to goods left in an appliance during a service call.

#### 15. Catalogue/Website and Samples

- 15.1. The Customer acknowledges, agrees and accepts that there may be variations in the colour and/or finish and/or texture of any actual Products supplied to the Customer:
  - a) from those as appearing in ASKO's catalogue, or a catalogue of one of our agents;
  - b) from those as appearing on ASKO's website or the website of our agent from whom you purchased the Product; or
  - c) from any samples or display models provided by ASKO or our agent.

### 16. Force Majeure

If the supply of any ASKO goods or services is prevented or delayed, in part or all, by reason of an Act of God, or the consequence thereof including, but not limited to fire, flood, typhoon, earthquakes, or by reason of riots, wars, hostilities, terrorism, government restrictions, trade embargoes, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, delays or damage in transportation, pandemic, epidemic or other causes beyond ASKO's control, ASKO may, at its sole and unfettered option, perform the Agreement or the unfulfilled portion thereof within a reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability, the Agreement or the unfulfilled portion thereof.

## 17. Privacy Policy

- 17.1. ASKO is bound by the Privacy Act 1988 (Cth) and must comply with the Australian Privacy Principles. You can find more information about the Privacy Act and the Australian Privacy Principles at the Office of the Australian Information Commissioner's website at: <a href="https://www.oaic.gov.au">www.oaic.gov.au</a>.
- 17.2. We understand that you value your privacy and wish to have your personal information kept secure. For these reasons, ASKO places a high priority on the security of the personal information we hold. We have developed a Privacy Policy to inform you of how ASKO manages your personal information and maintains its integrity and security.
- 17.3. ASKO's Privacy Policy is available for you to view on our website (http://www.asko.com.au).



- 17.4. ASKO's Privacy Policy contains information about how you may access the personal information we hold about you, and seek the correction of such information, if you believe it to be incorrect.
- 17.5. Our Privacy Policy also contains information about how you may complain about a breach of the Australian Privacy Principles (APPs) and how we will deal with such a complaint.

#### 18. Privacy Collection Notice

- 18.1. ASKO collects personal information about you primarily to provide you with the Products and Services requested by you, including the sale of goods and related after-sales services (which includes processing payments, the delivery of goods, the provision of warranties and managing warranty claims), or if it is reasonable to expect that we would use or disclose your personal information for purposes which are related to the above purposes. The personal information collected is used to help us provide you with the best service possible, and to assist in interacting with you. If you do not provide the necessary personal information, we may not be able to provide the product or service (including warranty services) you have requested from us.
- 18.2. Unless it is unreasonable and impracticable to do so, ASKO collects your personal information from you directly. In many cases, this information is collected by us through our online interface system which is operated by the retail store from whom you purchase our products, acting as our agents. In some cases, however, we may collect information about you and third parties associated with you or your advisers from a third party (such as ASKO Authorized Agents, ASKO Aftersales Service Providers and extended warranty insurance companies).
- 18.3. In some cases ASKO will be required or authorised by Australian law, or the order of a court or tribunal to collect personal information about you. We will take reasonable steps to let you know that we have collected your personal information, unless it is obvious from the circumstances that you would know or would expect us to have the information.
- **18.4.** ASKO may disclose your personal information to the following third parties:
  - a) the retail store from whom you purchase one of our Products;
  - b) our Related Bodies Corporate as defined in section 9 of the *Corporations Act 2001* (Cth), including members of the Gorenje Group;
  - c) third party insurers if you have purchased an extended warranty in relation to one of our Products (ASKO Aftersales Service providers);
  - d) third parties engaged by us to assist in providing services, information and products to you (ASKO Aftersales Service providers);
  - e) IT technicians who may need access when providing on-site support; and



- f) file storage service providers.
- **18.5.** We may disclose your personal information to recipients in Slovenia which is where our parent company is located.

#### 18.6. Contact Us

ASKO's contact details in respect of any issues in relation to privacy are:

Telephone: (03) 8551 2200

Email: <u>privacy.officer@asko.com.au</u>

Post: ASKO Appliances (Aust.) Pty Ltd

35 Sunmore Close MOORABBIN VIC 3189

# 19. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of or in that State.

## 20. Terms and Conditions Revisions

ASKO may at any time revise these Terms and Conditions by updating this posting. Any changes to our Terms and Conditions will be published on the ASKO VARA website or may be obtained from ASKO. Such changes will not affect any existing Agreements and only apply to Orders after such updates are posted.