

Terms & Conditions for Isolation Home Delivery (**Terms**)

You acknowledge and agree on behalf of the Retailer that:

- (a) Metcash Trading Limited ABN 61 000 031 569 (**Metcash**) will receive, on behalf of the Retailer, Orders by Customers;
- (b) where a Customer's address is in the Retailer's serviceable vicinity (determined in Metcash's discretion), Metcash will notify the Retailer of the Customer's Order;
- (c) the price for each Pack in an Order will be the Retailer's standard retail price for each item in the Pack (based on brands and closest pack sizes stocked by the Retailer) at the time of fulfilment of the Order, plus any Delivery Charge (**Price**);
- (d) Metcash will provide the Retailer with a portal with secure log-in credentials to view and update the status of Customer Orders by accepting or rejecting each Order, which the Retailer must do within a reasonable timeframe;
- (e) if the Retailer accepts an Order, the Retailer must as soon as practicable after acceptance:
 - (1) phone the Customer to confirm the Price, agree payment arrangements, confirm the delivery address and advise the estimated delivery time; and
 - (2) SMS or call the Customer to confirm they are home and if so, deliver the Order to the outside front door at the delivery address, with the register receipt, or if the Customer is not home, return the Order to the store to be refrigerated until the Customer is at home and able to accept the delivery;
- (f) the Retailer must deliver itself using its own vehicle (unless Metcash approves a service provider including on any conditions);
- (g) the Retailer must ensure that Orders are supplied and delivered in accordance with any process determined by Metcash and communicated to the Retailer and all applicable laws;
- (h) the Order is placed by the Consumer on, and supply and delivery is by, the Retailer, not Metcash. As such, the Retailer is responsible for all Customer claims;
- (i) the Retailer indemnifies Metcash against any loss or damage Metcash suffers or incurs in connection with the Retailer's breach of these Terms or any Customer claim;
- (j) Metcash's liability under or in connection with these Terms is limited to resupply of its services or paying the cost of resupply of its services;
- (k) the Retailer must comply with all applicable privacy laws and must:
 - (1) only use personal information in connection with an Order to fulfil the Order; and
 - (2) destroy or delete all such personal information when not required for that purpose, or on Metcash request, and permit Metcash to monitor how such personal information is handled;
- (l) either party may terminate this Agreement by giving 30 days notice;
- (m) Metcash may terminate this Agreement if the Retailer breaches this Agreement, any other agreement with the Retailer ends or Metcash ceases to provide the services the subject of these Terms;
- (n) notices may be given by email;
- (o) Metcash may vary these Terms by notice to the Retailer. The Retailer is bound by the varied Terms on the Retailer's acceptance including by email. Metcash may suspend the Retailer's participation and cease to notify Orders until the Retailer agrees to the varied Terms; and
- (p) in these Terms, bold terms have the meanings specified above, and:
 - (1) **Agreement** means the agreement between Metcash and the Retailer constituted by these Terms upon the Retailer's acceptance including any variation;

- (2) **Customer** means a person determined by Metcash in its discretion to have a genuine need for home delivery service due to COVID-19 isolation, including a person on any government register for that purpose, who places an Order;
- (3) **Delivery Charge** means the Retailer's delivery charge (if any) for the Order notified by the Retailer to the Customer before payment of the Price;
- (4) **Order** means an Order by a Customer for one or more Packs;
- (5) **Pack** means a pack of goods the subject of an Order; and
- (6) **Retailer** means the supermarket operator who has signed a supply agreement with a Metcash Group Member and who is identified as agreeing to these Terms, including by email, for the purposes of the Agreement.