



TERMS & CONDITIONS

Eco Alternative (ABN 48 488 245 415)

Website: ecoalternative.com.au

Version 1.0

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1. Introduction

These Terms and Conditions (Terms) govern access to and use of the Eco Alternative website and the purchase of products or services from Eco Alternative.

Eco Alternative operates as an Australian sole trader under ABN 48 488 245 415, trading as Eco Alternative (referred to in these Terms as we, us, or our).

Eco Alternative operates both as a supplier of compostable food-service packaging and related materials, and as a provider of sustainability and circular economy solutions, including consultation, certification and services designed to assist businesses in reducing waste and improving environmental outcomes.

By registering for an account, accessing this website, or placing an order with Eco Alternative, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, you must not use this website or place an order.

These Terms incorporate Eco Alternative's Shipping Policy, Returns and Refunds Policy and Privacy Policy, which together form part of the contractual framework governing purchases from Eco Alternative. In the event of any inconsistency between those documents and these Terms, these Terms prevail.

2. Definitions

In these Terms, the following definitions apply:

- (a) **Business Day** means Monday to Friday, excluding public holidays in New South Wales.
- (b) **Customer, you or your** means the individual or entity accessing the website or placing an order with Eco Alternative.
- (c) **Goods** means physical products supplied by Eco Alternative.
- (d) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (e) **Order** means a request by you to purchase Goods or Services from Eco Alternative.
- (f) **Services** means sustainability-related services provided by Eco Alternative.
- (g) **ACL** means the *Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)*.
- (h) **Website** means the website operated by Eco Alternative through which Goods and Services are offered.
- (i) **Carton** means a standard full carton of product as defined by the relevant manufacturer. For the purposes of calculating shipping fees:

- Napkins and cutlery products supplied by BioPak are defined as half-cartons.
 - Packs supplied by Greenmark or other suppliers are defined as quarter-cartons.
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3. Scope of Supply

3.1 Physical Goods

Eco Alternative supplies physical goods including, but not limited to:

- compostable food-service packaging
- shopfront stickers
- printed media and signage

Eco Alternative operates primarily as a distributor of products supplied by manufacturers and authorised suppliers. As such, goods may be dispatched directly from manufacturer or supplier warehouses rather than from Eco Alternative premises.

All physical products purchased through the online store are supplied within Australia. International sales may be facilitated by special request and at Eco Alternative's discretion, subject to prior written arrangement and any applicable terms.

3.2 Services

Eco Alternative may provide sustainability-related services including consultation, certification, and circular economy or waste-reduction solutions.

Where services are provided, a separate written service agreement or statement of work will govern the engagement. These Terms apply to the extent not inconsistent with any such agreement. Where Eco Alternative invoices for services in the absence of a separate agreement, these Terms apply in full.

4. Pricing and GST

All prices displayed on the website are exclusive of GST unless otherwise stated. GST is calculated and added at checkout in accordance with Australian taxation legislation.

Eco Alternative makes reasonable efforts to ensure pricing accuracy. However, pricing errors may occur due to supplier or manufacturer price updates outside Eco Alternative's direct control.

Where a pricing error is identified prior to dispatch, Eco Alternative reserves the right to correct the price and contact you to confirm the revised order. You will be given the option to:

- proceed at the corrected price; or
- cancel the order and receive a full refund.

Eco Alternative will not dispatch goods at a materially incorrect price without your prior confirmation.

5. Orders and Payment

All payments are processed securely through Stripe. By placing an order, you authorise Eco Alternative to charge the total amount (including GST and any applicable freight) to your nominated payment method.

Orders are subject to acceptance and product availability. Eco Alternative reserves the right to decline or cancel orders where necessary, including where:

- a pricing error has occurred;

- supplier stock is unavailable;
- fraudulent or suspicious activity is suspected; or
- the ordering system has been misused or exploited.

Where an order is declined or cancelled, you will be notified promptly and any payment received will be refunded in full.

Orders may be cancelled by you prior to dispatch. Where supplier warehouse processing or picking has commenced, reasonable cancellation costs may apply and will be communicated to you before deduction.

You are responsible for reviewing Sales Order confirmations and notifying Eco Alternative of any discrepancies promptly, and in any event within two Business Days of receipt.

6. Order Processing and Documentation

6.1 Sales Orders

Once an order has been processed, Eco Alternative will issue a Sales Order confirmation to the email address specified in the delivery address details. Sales Orders confirm receipt and processing of an order and remain subject to stock verification.

6.2 Tax Invoices

Tax invoices are issued once all items within an order have been dispatched and will be sent to the email address specified in the billing address details.

6.3 Order Amendments

Where a change to an order is required after placement, amendments may be handled through a revised Sales Order. Any price difference will be resolved through a refund or additional charge via Stripe, as applicable. Eco Alternative will confirm the approach with you before proceeding and may, depending on the circumstances, require payment to be cleared prior to dispatch.

Our commitment to fast shipping means orders are typically picked within one hour of placement. The following fees apply to order amendments depending on fulfilment status at the time of the request:

- If the order has not yet been picked – no fee will apply.
 - If the order has been picked but not yet dispatched – a fee of \$5.00 + GST per carton will apply.
 - If the order has been picked and delivered – a fee will apply and will be advised upon the amendment or return request, due to variations in freight cost.
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7. Dispatch and Delivery

7.1 Dispatch Timeframes

All orders are processed promptly and Eco Alternative endeavours to have products shipped as quickly as possible. Customers should allow up to three (3) Business Days for delivery to account for unforeseen delays. Next-day delivery will occur where possible but cannot be guaranteed.

To be eligible for next-Business-Day delivery, orders must be received no later than 12:30 pm Sydney time (AEST or AEDT). Next-day delivery remains subject to stock availability and other possible delays.

Delivery times and specific delivery days cannot be guaranteed. Courier services operate on pooled daily delivery allocations and exact scheduling is outside Eco Alternative's direct control.

Where an order is time-sensitive, customers are responsible for advising Eco Alternative at the time of placing the order. Eco Alternative will make reasonable efforts to accommodate urgent requests but does not accept liability for delays where no urgency was communicated.

7.2 Stock Verification

Stock availability is verified after an order is placed. If any item is unavailable, Eco Alternative will contact you within one Business Day to discuss options, which may include:

- adjusting the order;
- substituting an equivalent product;
- delaying dispatch; or
- removing the item and issuing a refund.

7.3 Alternative Warehouse Fulfilment

Where goods are unavailable from the nearest warehouse, Eco Alternative may arrange fulfilment from an alternative location, including interstate, typically without additional charge. Where additional freight charges apply, Eco Alternative will seek your approval before proceeding. Orders fulfilled from alternative warehouses may require up to two additional Business Days beyond the original estimate.

7.4 Delivery Providers

Deliveries may be fulfilled by manufacturer-appointed couriers or Eco Alternative staff. Where delivery delays or issues arise, Eco Alternative will make reasonable efforts to assist in investigating and resolving the matter with the relevant supplier or carrier.

7.5 Delivery Access

You are responsible for ensuring safe and reasonable delivery access. Additional charges may apply where delivery cannot be completed due to:

- access restrictions;
- incorrect addresses; or
- the absence of an authorised recipient where Authority to Leave has not been selected.

7.6 Authority to Leave

Authority to Leave applies only where you have explicitly selected this option at checkout. Where Authority to Leave is selected:

- delivery is deemed completed once goods are left at the nominated location; and
- Eco Alternative and its delivery providers accept no liability for loss or damage to goods left in accordance with an Authority to Leave instruction.

7.7 Delivery Damage or Shortages

You must notify Eco Alternative of any delivery damage, shortage, or incorrect items within 48 hours of receipt to allow prompt investigation. Failure to notify within this period may affect your ability to make a claim in respect of that delivery.

8. Shipping Policy

This clause sets out the shipping fees and delivery arrangements that apply to orders placed through the Eco Alternative website. Shipping fees are calculated based on the manufacturer or supplier source of the goods ordered.

This shipping policy applies to deliveries within the Sydney metropolitan area. Deliveries to rural or regional areas are subject to additional freight charges, which are reviewed on a case-by-case basis, charged separately, and must be paid in full prior to dispatch. Rural and regional charges override the free shipping thresholds set out in this clause.

8.1 BioPak Orders

- For orders of four (4) cartons or more: shipping is free.
- For orders of fewer than four (4) cartons: a flat shipping fee of \$15.00 applies.
- To be eligible for next-Business-Day delivery, orders must be received no later than 12:30 pm Sydney time (AEST or AEDT). Next-day delivery is subject to stock availability and other possible delays. Customers should allow up to three (3) Business Days for delivery.
- Cartons of napkins and cutlery are defined as half-cartons by BioPak for the purposes of calculating shipping thresholds.

8.2 Greenmark and Other Supplier Orders

- For orders of five (5) cartons or more: shipping is free.
- For orders of fewer than five (5) cartons: a flat shipping fee of \$15.00 applies.
- Same-day delivery cannot be guaranteed but will occur when possible. Customers should allow up to three (3) Business Days for delivery.
- Packs supplied by Greenmark and other suppliers are defined as quarter-cartons for the purposes of calculating shipping thresholds.

8.3 Combination Orders (BioPak and Greenmark / Other Suppliers)

- For orders of ten (10) or more cartons in any combination: shipping is free.
- For orders under ten (10) cartons, a shipping fee applies for each supplier grouping that falls below its individual free-shipping threshold.
- The maximum shipping fee for any order is \$30.00, regardless of the combination of goods ordered.

The following table illustrates common shipping charge scenarios for combination orders:

# of BioPak Cartons	# of Greenmark / Other Cartons	Shipping Charges
4	5	Free
4	4	\$15
3	5	\$15
3	4	\$15 + \$15 (Maximum)
9	1	Free

For combinations not shown in the table above, the applicable fee will be calculated in accordance with the principles set out in this clause and confirmed on your Sales Order.

9. Risk and Title

The following applies in relation to ownership and risk:

- Ownership of goods transfers to you once payment has been received in full.
- Risk in goods transfers to you once the goods have been delivered to the nominated delivery address (or, where Authority to Leave is selected, once left at the nominated location).
- Where delivery issues arise prior to delivery, Eco Alternative will work with you and relevant third parties to resolve the matter to the extent reasonably practicable.

Nothing in these Terms excludes or limits any rights available to you under the ACL.

10. Product Storage and Handling

Packaging products must be stored in a cool, dry environment, away from direct sunlight, and protected from prolonged exposure to:

- temperatures exceeding 30°C; or
- excessive humidity.

Improper storage may result in product degradation and may affect eligibility for change-of-mind returns where damage is attributable to storage conditions within your control.

11. Returns and Refunds

Eco Alternative's Returns and Refunds Policy applies alongside these Terms.

11.1 Change-of-Mind Returns

Returns may be accepted where the following conditions are met:

- The return request is made within seven (7) days of the invoice date.
- The goods remain unopened, with outer carton and inner product sleeves intact and in original resale condition. Once inner sleeves have been opened, the goods are ineligible for return.
- The goods have been stored appropriately in accordance with clause 10.
- A Return Authorisation (RA) number has been requested from and issued by Eco Alternative prior to returning goods. The RA number must be clearly displayed on the outside of the return packaging (not on the original product carton).
- Approved returns are dispatched back to the originating warehouse within three (3) Business Days of the RA number being issued. Returns received after this period may be declined and returned to you at your cost. To request an RA number, contact Eco Alternative at sales@ecoalternative.com.au.

Eco Alternative only accepts returns of complete, unopened cartons. Individual items, partial cartons, and open sleeves will not be accepted.

The Return Authorisation (RA) process described in this clause applies to products supplied by BioPak. Returns of products from Greenmark or other suppliers will be assessed and communicated by Eco Alternative on a case-by-case basis. The same general conditions regarding product condition, timeframes, and applicable costs apply unless otherwise advised.

The original outbound freight cost is non-refundable. Where Eco Alternative is not at fault, the following costs apply to approved returns:

- a restocking and administration fee of \$5.00 + GST per carton; and

- a return freight fee of approximately \$15.00 + GST for metropolitan areas. Returns from regional areas may incur additional freight charges, which will be confirmed prior to the return being arranged.

Upon receipt and inspection of returned goods at the originating warehouse, a credit will be issued at the current market value of the products.

11.2 Returns Due to Eco Alternative Error

Where a return arises due to an administrative error attributable to Eco Alternative (such as incorrect goods supplied), Eco Alternative will cover reasonable return costs and arrange replacement or refund as appropriate.

11.3 ACL Remedies

The seven (7) day return window set out in clause 11.1 applies to change-of-mind returns only and does not limit or affect any rights you may have under the ACL in respect of faulty, misdescribed, or unfit goods. ACL remedy timeframes apply independently of and take precedence over the change-of-mind return window.

You are entitled to remedies under the ACL where goods are:

- faulty;
- not as described; or
- not fit for their intended purpose.

These rights are not limited by these Terms.

11.4 Damaged Goods

Damaged goods are not eligible for return to the warehouse. Where goods are received in a damaged condition, Eco Alternative will assess the claim and, where accepted, issue a credit to your account. Damaged goods should be disposed of appropriately and must not be returned unless Eco Alternative expressly requests otherwise.

To support a damaged goods claim, you should retain photographic evidence of the damage and notify Eco Alternative within 48 hours of receipt in accordance with clause 7.7.

12. Refunds

Where refunds are required, they will be processed to the original Stripe payment method used for the transaction, unless otherwise agreed in writing.

Refund processing times may vary depending on your financial institution. Eco Alternative will initiate the refund promptly upon confirming eligibility.

13. Product Use and Compostability

Products supplied by Eco Alternative are intended primarily for commercial food-service use.

You are responsible for ensuring products are suitable for your intended application and comply with any applicable regulatory or operational requirements relevant to your business.

The ability to compost products depends on access to appropriate commercial composting facilities and infrastructure. Eco Alternative makes no guarantee as to composting outcomes where such facilities are unavailable or unsuitable.

14. Intellectual Property

All content on the Eco Alternative website — including text, graphics, logos, images, product descriptions, and sustainability documentation — is the property of Eco Alternative or its licensors and is protected by Australian and international intellectual property laws.

You must not copy, reproduce, distribute, publish, modify, or commercialise any content from the website without Eco Alternative's prior written consent. Nothing in these Terms grants you any licence or right in respect of Eco Alternative's intellectual property except as expressly stated.

These restrictions apply to business customers and consumers alike and are not limited to commercial use.

15. Warranties and Disclaimers

Eco Alternative warrants that all goods supplied are fit for their intended purpose.

Should any goods not meet this warranty, Eco Alternative will, at your election, either replace the goods at no cost to you or provide a full refund.

Eco Alternative does not warrant that the website will be free from errors or interruptions, or that any content on the website is always complete or current.

16. Limitation of Liability

To the extent permitted by law, Eco Alternative's total liability to you for any claim arising under or in connection with these Terms (whether in contract, tort, statute, or otherwise) is limited to the value of the goods or services supplied under the relevant order.

To the extent permitted by law, Eco Alternative is not liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to:

- loss of profit;
- loss of revenue;
- loss of opportunity; or
- loss of data,

arising from the use or supply of goods or services.

Any claim against Eco Alternative must be made within twelve (12) months of the date of delivery or supply of the relevant goods or services, after which all claims are barred.

Nothing in these Terms is intended to exclude, restrict, or modify any rights or remedies available to you under the ACL.

17. Force Majeure

Eco Alternative is not liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond Eco Alternative's reasonable control, including but not limited to:

- natural disasters, floods, fires, or severe weather events;
- pandemic, epidemic, or public health emergencies;
- supply chain disruptions, carrier failures, or port delays;
- government restrictions, trade embargoes, or regulatory changes; or

- acts of war, terrorism, or civil unrest.

Where a force majeure event occurs, Eco Alternative will notify you as soon as practicable and will use reasonable endeavours to minimise the impact of the delay. If the force majeure event continues for more than thirty (30) days, either party may elect to cancel the affected order without penalty, and any amounts paid for undelivered goods will be refunded.

18. Dispute Resolution

Both parties commit to resolving disputes in good faith before resorting to formal proceedings.

18.1 Step 1 – Direct Negotiation

The party raising the dispute must provide written notice to the other party setting out the nature of the dispute and the outcome sought. The parties must then attempt to resolve the dispute through good-faith negotiation within ten (10) Business Days of that notice.

18.2 Step 2 – Mediation

If the dispute is not resolved through negotiation, either party may refer the matter to mediation administered by a mutually agreed mediator or, failing agreement, by the Australian Disputes Centre. Costs of mediation will be shared equally unless otherwise agreed.

18.3 Step 3 – Litigation

If mediation fails to resolve the dispute within thirty (30) days of commencement (or such other period as agreed), either party may pursue the matter through the courts in accordance with clause 19. Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief.

19. Variation of Terms

Eco Alternative may update or vary these Terms from time to time. The updated Terms will be published on the website with a revised Last Updated date. Where changes are material, Eco Alternative will take reasonable steps to notify existing customers, including by email where practicable.

Your continued use of the website or placement of an order following notification of updated Terms constitutes acceptance of those Terms. The Terms in effect at the time an order is placed govern that order.

20. Website Availability

Eco Alternative makes reasonable efforts to maintain website availability and content accuracy. The website may occasionally be unavailable due to:

- scheduled maintenance;
- technical issues; or
- circumstances outside Eco Alternative's control.

Eco Alternative does not guarantee uninterrupted access.

21. Privacy

Eco Alternative collects and manages personal information in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy, available on the website.

Privacy enquiries may be directed to info@ecoalternative.com.au.

22. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Subject to the dispute resolution process in clause 17, any disputes arising in connection with these Terms will be subject to the non-exclusive jurisdiction of the courts of New South Wales.

23. General

Entire Agreement: These Terms, together with any incorporated policies and any separate written service agreement, constitute the entire agreement between the parties in respect of the supply of goods and services and supersede all prior representations, negotiations, or arrangements.

Severability: If any provision of these Terms is found to be invalid, unenforceable, or illegal, that provision will be severed and the remaining provisions will continue in full force.

No Waiver: A failure by Eco Alternative to enforce any provision of these Terms does not constitute a waiver of that provision or any other right.

Relationship of Parties: These Terms do not create a partnership, joint venture, agency, or employment relationship between the parties.

24. Contact

General enquiries: info@ecoalternative.com.au

Orders, returns and sales enquiries: sales@ecoalternative.com.au

Privacy enquiries, data requests and complaints: Refer to our Privacy Policy at ecoalternative.com.au or contact info@ecoalternative.com.au