

ONLINE CUSTOMER TERMS AND CONDITIONS OF PURCHASE OF GOODS

Agreement

1. These terms apply to our supply of the goods to you specified on your selection on the order form on our website ("**Order Form**").
2. You acknowledge and agree that the quote provided on the Order Form is valid for fourteen (14) days from the date of its generation and may be subject to changes thereafter.
3. When you place an order via our website, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order.
4. In the event that you have pre-ordered the goods and stock of the goods is not available within six (6) months from us accepting your order, upon your written request, we agree to provide you with a refund for the monies described in clause 29(a).
5. You agree that our obligation to provide the goods to you commences upon full payment of the goods.
6. Notwithstanding any clause to the contrary in this agreement, you agree to not sell the Goods to a third party and warrant to only use the Goods for its intended purpose

Website Terms of Use

7. We grant you a non-exclusive licence to use our website and access the information available from our website, for the purpose of accessing our goods and services. By accessing or using our website, you understand, affirm and agree that:
 - a. the data and information on our website is provided to you in good faith for informational and contact purposes only;
 - b. your use of our website and your use and ordering of our services is subject to our Privacy Policy;
 - c. we do not endorse the services, products or offering of any individual, firm or company that may be referred or introduced to you by us via our website;
 - d. the posting of any content does not constitute any offer or supply of goods, products or services by us to you;
 - e. we do not make any representations or warranties in relation to the website content and in particular as to whether it is reliable, accurate, up to date or complete;
 - f. we do not warrant that the website will be uninterrupted, timely, secure, or error-free; and
 - g. if you use a link to our website, you will include on your own website any disclaimer, notices or pop up pages that we may require in order to advise users that they are being redirected to our website.
8. You agree to not use the website:
 - a. for any purpose that is unlawful or prohibited by these terms and conditions;
 - b. in any manner that could damage, disable, overburden, or impair our server, or the network(s) connected to our server, or interfere with any other party's use and enjoyment of our website;
 - c. to attempt to gain unauthorised access to any service, other accounts, computer systems or networks connected to our server or services through hacking, password mining or any other means;
 - d. to attempt to obtain any materials or information through any means not intentionally made available through our website;
 - e. to impersonate any person or entity; or
 - f. to submit through any online form or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unless expressly authorised to do so.

Website Security

9. We do not guarantee that information transmitted over the internet is completely secure. When you send us information, you do so at your own risk. Once we have received it, we take reasonable steps to keep the information secure while it is in our own systems but we do not guarantee that it is secure.
10. Your use of our website is at your own risk. We do not guarantee that our website is free from viruses, or that access to our website or services will be uninterrupted. You should ensure that your equipment is protected from viruses and any other interference that could damage your equipment.

Third Party Websites

11. Our website may contain links to other websites operated by third parties. We do not endorse or otherwise approve the owners or operators of the third party website, or the information, graphics and material on those websites or the goods or services offered on those websites.
12. To the extent permitted by law, we are not responsible or liable for, and give no warranty in respect of, any third party website or the goods and services offered on any third party website or any information appearing on any website we may offer.

13. We may receive payments from third parties in relation to goods, services or information supplied or received as a result of users and third parties accessing any links to third party websites contained in our website.
14. Third party websites are not subject to our privacy standards so you should review the privacy policy and any other relevant notice that appears on a third party website.

Privacy

15. When you use our website or services, we may collect personal information about you including your payment details. Ordinarily, we tell you the purposes for which we collect that information when it is collected. As a general rule, we only collect such information which is necessary for us to involve you in our programs, provide our services, contact you or otherwise to maintain our relationship with you.
16. Our Privacy Policy sets out how we collect and deal with personal information generally, including our use of cookies on your device(s). Please refer to our Privacy Policy for details on how we may use cookies on our website.
17. Our Privacy Policy forms part of these terms and conditions, and if inconsistent with these terms and conditions, these terms and conditions will take precedence.
18. By using our website or services, you acknowledge and agree with our Privacy Policy, and consent for us to collect and disclose your personal information as necessary to provide you access to the website or services.

Placement of Orders

19. You must order the goods from use through the website Order Form.
20. You must specify the quantity of Goods that you require us to supply.
21. We reserve the right to decline any orders received within three days of receipt of order by way of written notice.
22. Any order not declined binds the us to this agreement.

Delivery of Orders

23. We will to our best endeavours deliver your order to the delivery location specified on the Order Form.
24. Where the Good are available for delivery and not a pre order (as may be referenced on the Order Form), we agree to dispatch the Goods to you within fourteen (14) days of full payment of the Goods.
25. You acknowledge and agree that in the event you have pre-ordered the Goods, we will notify you when the Goods are ready for delivery and then request from you payment of the balance of any amounts not paid for the Goods. We agree to dispatch the Goods to you within fourteen (14) days of receiving full payment.
26. We will to our best endeavours deliver your order by a mutually agreed upon date.

Payment of the Fees

27. Price means the amount agreed between us as specified on the Order Form.
28. In the event the Goods are not a pre-order, you must pay the Price on the payment terms as follows:
 - a. 50% of the Price upon your acceptance of this agreement; and
 - b. the remainder upon notification that the Good are available for delivery.
29. In the event the Goods are pre-ordered, you must pay the Price on the payment terms as follows:
 - a. 50% of the Price upon your acceptance of this agreement; and
 - b. the remainder upon notification that the Goods are available.
30. If you must make a payment or do any other thing on or by a day that is not a business day you must make the payment or do the thing on or by the next business day. Your observation of agreed time frames is of primary importance.
31. Unless we otherwise agree to you paying by instalments, payment is a condition precedent to delivery of the goods.

Risk and Title

32. Subject to clause 35, title in the goods does not pass to you until we have received payment in full.
33. The title to the goods upon delivery to you, your nominated agent or courier will be free of any encumbrances and all other adverse interests.
34. To protect our security interest in the goods until payment we may choose to register this agreement under the *Personal Properties Securities Act 2009*. You agree to do all things necessary to facilitate such registration.
35. If we provide to you any materials or deliverables, then risk passes to you at the time we send or deliver to you the materials or deliverables.

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Intellectual Property

36. You agree we retain ownership of all intellectual property rights in respect of the goods including any copyright, patent, trade secrets or trade marks. You agree not to disclose any discovery, design, procedure, invention or improvement in procedure made known to you by us in relation to the goods.
37. You confirm that at all times it is and was understood and agreed, we would own all rights in respect of the goods arising under the *Copyright Act 1968*.
38. In consideration for payment of the fee to us, we grant you a non-exclusive, perpetual license to use the goods for personal or business purposes as agreed. You agree that you cannot license, transfer or sell the materials or deliverables to a third party, unless agreed by us in writing.

Exclusive Agreement

39. Notwithstanding any other clause in this agreement, you agree that you must not engage any other party to provide similar goods, unless agreed by us in writing.

Limitation of Liability

40. We disclaim all and any warranties, not required by law, whether express or implied including but not limited to warranties as to merchantability and fitness for a particular purpose of the goods.
41. Acceptance of the goods must take place immediately following delivery and is established if you signify by words or conduct that the goods are conforming or if you retain them in spite of their nonconformity.
42. You understand and agree to use the goods in a manner that is fit for the purposes of the goods and in alignment with any instructions provided with the goods. In the event you do fail to use the goods in a manner that is fit for the purposes of the goods and in alignment with any instructions provided with the goods, you agree that we will not be liable for any damages incurred by you.
43. You may reject them on good grounds after a reasonable opportunity to inspect them. The rejection must be communicated to us within forty-eight (48) hours including full particulars of the nonconformity. On acceptance if payment arrangements are in place, then they must be honoured. If payment has been made, then it will either be refunded by us or credited towards payment of replacement goods for the nonconforming goods.
44. In the event you suffer any loss or damage howsoever arising as a result of the goods not being fit for purpose, then you agree that our liability is limited to the replacement of the goods and is not to include economic or consequential damages of any nature.
45. You represent and warrant to us that all information and representations that you, or any person acting on your behalf has given in connection with our transactions are correct and that you have not failed to disclose to us anything relevant to our decision to have dealings with you and that no court proceedings or dispute is current that may have an adverse effect on performing your obligations under this agreement.
46. By accepting payment of any sum after its due date we do not waive our right either to require payments as they fall due or to suspend or end our arrangements.

Termination

47. Subject to clause 48, this agreement will terminate on the upon delivery of the goods unless otherwise agreed between the parties.
48. You agree that this clause 48 and the clauses, within the following clause headings, survive the termination of this agreement and remain enforceable:
 - a. Intellectual Property;
 - b. Limitation of Liability;
 - c. Default; and
 - d. General.
49. Notwithstanding any other clause in this agreement, we may terminate this agreement at any time by providing you with 30 days written notice.

Default

50. You will be in default if you do not pay us when monies are due for payment or fail to comply with any other obligation under our business arrangements.
51. If you are in default under our agreement, we may send you a default notice. The notice will tell you what the default is and what you are required to do to correct the default. You will have 5 business days to rectify the default.
52. If you do not comply with the default notice, then we may terminate the agreement with immediate effect and you become immediately liable to pay us all monies owing with interest on that amount from the due date until payment at the rate of 10% per annum. This is calculated daily.
53. You agree to pay on default all costs and expenses incurred in exercising our rights of recovery from you if any and indemnify us against any losses resulting from the default.

Special Conditions

54. In the event a special condition is agreed upon in writing between the parties, both parties agree that the written special condition takes precedence over any contrary provision in this agreement.

General

55. Notices must be in writing and be sent by Express or Registered Post with delivery confirmation to the address of the recipient or by facsimile transmission or email with receipt confirmation.
56. The law of Western Australia governs this agreement. We submit to the exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.