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## GENERAL TERMS AND CONDITIONS & WEBSITE USE OF TERMS

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The use of this Website Platform is subject to these Terms and Conditions (inclusive of the Privacy Policy, any other documents referred to herein) of FCF and/or any associated incorporated franchises which constitutes the full agreement between You and Us.

Please read these Terms and Conditions carefully before You use this Website Platform.

By using the Platform, You have, read, accepted and agreed to be bound by these Terms and Conditions.

If You do not agree with these Terms and Conditions, You should cease using the Website Platform immediately.

### 1. Definitions

- 1.1. "Agreement" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.
- 1.2. "We", "Us", "Our" or "Ourselves" means FCF and/or any associated incorporated franchises, its successors and assigns or any person acting on behalf of and with the authority of FCF and/or associated incorporated franchises.
- 1.3. "You", "Your" or "Yourself" means any person/s (end user) being of the legal age of eighteen (18) years.
- 1.4. "Incidental item(s)" means Goods and/or Services that may be purchased or sold through this Website to be supplied and/or provided by Us to You.
- 1.5. "Website" means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.
- 1.6. "Prohibited Content" means any content on any advertising media that:
  - (a) is, or could reasonably be considered to be, in breach of the Broadcasting Services Act 1992; the Fair Trading Acts of the applicable States and Territories of Australia and the Competition and Consumer Act 2010 (CCA); or any other applicable law or applicable industry code; or
  - (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
  - (c) is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights (including, but not limited to, the distribution of digital files or any other material in which We do not own the copyright).
- 1.7. "Personal Information" means any information that identifies or can be used to identify You, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.
- 1.8. "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Seller information and pricing details.
- 1.9. "Price" means the Price payable (excluding any Goods and Services Tax (GST) where applicable for the Services as agreed between Us and You in accordance with clause 5 below and shall be Australian dollars (\$AUS) unless otherwise specified.

### 2. Acceptance

- 2.1. We reserve the right to change any of the Terms and Conditions displayed on this Website (including our Privacy Policy and Our Cookies Policy) at any time by notifying You through this Website that We have done so. By continuing to use this Website it shall be deemed that You agree to be bound by the amended terms and conditions as notified and posted on the Website.  
If You intend to transact through this Website (i.e purchase goods and/or services) then You warrant that You are at least 18 years of age, that You have the power to enter into this Agreement and You acknowledge that this Agreement creates binding and valid legal obligations upon You.
- 2.2. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), the Electronic Communications Act 2000 (SA), the Electronic Transactions Act 2001 (ACT), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions Act 2000 (TAS), Section 10 of the Electronic Transactions Act 2011 (WA), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

### 3. Errors and Omissions

- 3.1. Any advice, recommendation, information, assistance or service provided by Us in relation to the Goods and/or Services supplied is given in good faith, is based on Our own knowledge and experience and shall be accepted without liability on Our part of the and it shall be Your responsibility to confirm the accuracy and reliability of the same in light of the use to which You make or intends to make of the Goods and/or Services.
- 3.2. You acknowledge and accept that We shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
  - (a) resulting from an inadvertent mistake made by Us in the formation and/or administration of this Agreement; and/or
  - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Us in respect of the Services.
- 3.3. In the event such an error and/or omission occurs in accordance with clause 3.2, and is not attributable to the negligence and/or wilful misconduct by Us; You shall not be entitled to treat this Agreement as repudiated nor render it invalid.

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### 4. Change in Control

- 4.1. You shall give Us not less than fourteen (14) days prior written notice of any proposed change of ownership in respect of You and/or any other change in Your details (including but not limited to, changes in Your name, address, contact phone or fax number/s, change of trustees or business practice). You shall be liable for any loss incurred by Us as a result of Your failure to comply with this clause.

### 5. Price and Payment

- 5.1. At Our sole discretion, the Price shall be either:
- (a) as indicated on any invoice provided by Us to You; or
  - (b) the Price as at the date of delivery of the Goods according to Our current price list; or
  - (c) Our quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2. We reserve the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
  - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
  - (c) if during the course of the Services, the Goods are not or cease to be available from Our third party suppliers, then We reserve the right to provide alternative Goods; or
  - (d) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery including unloading or lifting equipment, safety considerations, design change, or prerequisite work by any third party not being completed, etc.) which are only discovered on commencement of the Services; or
  - (e) in the event of increases to Us in the cost of labour or materials which is beyond Our control.
- 5.3. Variation will be charged for on the basis of Our quotation and will be shown as variations on the invoice. You shall be required to respond to any variation submitted by Us within ten (10) working days. Failure to do so will entitle Us to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.4. At Our sole discretion, a non-refundable deposit may be required.
- 5.5. Time for payment for the Goods being of the essence, the Price will be payable by You on the date/s determined by Us, which may be:
- (a) on delivery of the Goods;
  - (b) thirty (30) days following the date in which a statement is posted to Your address or address for notices;
  - (c) where You are an approved client, either fourteen (14), thirty (30) or sixty (60) days following the date specified on any invoice or other form as being the date for payment;
  - (d) the date specified on any invoice or other form as being the date for payment; or
  - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to You by Us.
- 5.6. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between You and Us.
- 5.7. We may in its discretion allocate any payment received from You towards any invoice that We determine and may do so at the time of receipt or at any time afterwards. On any default by You We may re-allocate any payments previously received and allocated. In the absence of any payment allocation Us, payment will be deemed to be allocated in such manner as preserves the maximum value of Our Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 5.8. You shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to You by Us nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.9. If You owes Us any You shall indemnify Us from and against all costs and disbursements incurred by Us in recovering the debt (including but not limited to internal administration Prices, legal costs on a solicitor and own client basis, Our contract default Price, and bank dishonour Prices).
- 5.10. Further to any other rights or remedies We may have under this Agreement, if You have made payment to Us, and the transaction is subsequently reversed, You shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Us under this clause 5 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to Your obligations under this Agreement.
- 5.11. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

### 6. Delivery of Goods

- 6.1. Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
- (a) You or Your nominated carrier takes possession of the Goods at Our address; or
  - (b) We (or Our nominated carrier) delivers the Goods Your nominated address even if You are not present at the address.
- 6.2. At Our sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.
- 6.3. We may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.4. Any time specified by Us for delivery of the Goods is an estimate only and We will not be liable for any loss or damage incurred by You as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that We are unable to supply the Goods as agreed solely due to any action or inaction of You, then We shall be entitled to charge a reasonable fee for redelivery and/or storage.

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### 7. Risk

- 7.1. Risk of damage to or loss of the Goods passes to You on Delivery and You must insure the Goods on or before Delivery.
- 7.2. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to You, We shall be entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions Us is sufficient evidence of Our rights to receive the insurance proceeds without the need for any person dealing with Us to make further enquiries.
- 7.3. If You request Us to leave Goods outside Our premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at Your sole risk.
- 7.4. Where We are required to install the Goods You warrant that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and We shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- 7.5. In the event that We discover asbestos/hazardous materials whilst undertaking any Services We shall immediately advise You of the same and shall be entitled to suspend the Services pending a risk assessment in relation to those materials. You shall be liable for all additional costs (howsoever arising) incurred by Us as a result of the discovery of asbestos/hazardous materials and/or any suspension of Services in relation thereto.
- 7.6. We shall be entitled to rely on the accuracy of any plans, specifications and other information provided by You. You acknowledge and agree that in the event that any of this information provided by You is inaccurate, We accept no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 7.7. You also acknowledge and accept that:
- (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Our or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. You shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Agreement, unless expressly stated as such in writing by Us;
  - (b) while We may have provided information or figures to You regarding the performance of the Goods, You acknowledge that We have given these in good faith, and are estimates industry prescribed estimates under optimal operating conditions;
  - (c) We are only responsible for parts that are replaced by Us and that in the event that other parts/materials, subsequently fail, You agree to indemnify Us against any loss or damage to the materials;
  - (d) in the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by You then You agree to notify Us immediately upon any proposed changes. You agree to indemnify Us against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 5.2.
  - (e) the Goods may fade or change colour over time, expand, contract or distort as a result of exposure, heat, and cold temperatures, mark or stain if exposed to certain substances and be damaged or disfigured by impact or scratching;
  - (f) We shall not be responsible or liable for any defect in other appliances or power points as a coincidence of Us installing the Goods,
  - (g) where We has performed temporary repairs that:
    - (i) We offer no guarantee against the reoccurrence of the initial fault, or any further damage caused; and
    - (ii) We will immediately advise You of the fault and shall provide You with an estimate for the full repair;
  - (h) it is Your responsibility to insure any equipment partly or completely installed on site, against theft or damage.
- 7.8. You accept that electronic systems, smoke, heat and like detectors installed to / at their premises:
- (a) are for monitoring and detection purposes and should not be seen as a life saving device;
  - (b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter; and
  - (c) does not guarantee that the site will be free from any water damage as a result of said equipment being used either in a correct manner or not, or damage or loss caused by fire or smoke.

### 8. Your Responsibilities

- 8.1. Prior to Us commencing the Services You must advise Us of the precise location of all services on the site and clearly mark the same. The mains and services You must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the site. Whilst We will take all care to avoid damage to any underground services, You agree to indemnify Us in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per this clause 8.1.
- 8.2. It is Your responsibility to:
- (a) ensure that We have clear and free access to the work site at all times to enable Us to deliver the Goods. We shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to Our negligence;
  - (b) remove any furniture or personal items from the vicinity of the Services, and agrees that We shall not be liable for any damage caused to those items through Your failure to comply with this clause;
  - (c) supply electricity, temporary lighting, toilet, eating and first aid facilities if so required; and
  - (d) ensure that the Goods ordered are suitable for their intended use.

### 9. Compliance with Laws

- 9.1. Both parties shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services and that Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.

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- 9.2. You shall obtain (at Your expense) all licenses and approvals that may be required for the Services.
- 9.3. If during the course of installation when the Services are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe Us, then We shall notify You immediately. The power, if isolated, will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations. You accept and agree that any costs associated with the rectification Services including any Goods and labour shall be to Your account.
- 9.4. Any live services or services undertaken near live conductors where it is safe to do so shall be dealt with in accordance with Australian and New Zealand Wiring standards being "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and Statutory Acts and Work Place Regulations". Our live services procedures are designed to eliminate risk of injury to Our employees, damage to Your installations and unexpected power disconnections. It may in some cases require disconnection and isolation of the installation to undertake such Services for which additional charges may be applicable. This shall be invoiced in accordance with clause 5.2.

### 10. Title

- 10.1. Both parties agree that ownership of the Goods shall not pass until:
- (a) You have paid Us all amounts owing; and
  - (b) You has met all of its other obligations to Us.
- 10.2. Receipt by Us of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 10.3. It is further agreed that, until ownership of the Goods passes to You in accordance with clause 10.1:
- (a) You are only a bailee of the Goods and must return the Goods to Us on request;
  - (b) You hold the benefit of Your insurance of the Goods on trust for Us and must pay to Us the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
  - (c) You must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If You sell, disposes or parts with possession of the Goods then You must hold the proceeds of any such act on trust for Us and must pay or deliver the proceeds to Us on demand;
  - (d) You should not convert or process the Goods or intermix them with other goods but if You do so then You must hold the resulting product on trust for the benefit of Us and must sell, dispose of or return the resulting product to Us as it so directs;
  - (e) You irrevocably authorize Us to enter any premises where We believe the Goods are kept and recover possession of the Goods;
  - (f) We may recover possession of any Goods in transit whether or not delivery has occurred;
  - (g) You shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain Our property;
  - (h) We may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to You.

### 11. Personal Property Securities Act 2009 ("PPSA")

- 11.1. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2. Upon assenting to these terms and conditions in writing You acknowledge and agree that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of You to Us for Services – that have previously been supplied and that will be supplied in the future by Us to You.
- 11.3. You undertake to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which We may reasonably require to:
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, Us for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
  - (c) not register a financing change statement in respect of a security interest without Our prior written consent;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without Our prior written consent;
  - (e) immediately advise Us of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 11.4. Both parties agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 11.5. You waive Your rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 11.6. You waive Your rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 11.7. Unless otherwise agreed to in writing by Us, You waive Your right to receive a verification statement in accordance with section 157 of the PPSA.
- 11.8. You must unconditionally ratify any actions taken by Us under clauses 11.3 to 11.5.
- 11.9. Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

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### 12. Security and Charge

- 12.1. In consideration of Us agreeing to supply the Goods, You charge all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by You either now or in the future, to secure the performance by Your obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2. You indemnify Us from and against all Our costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Our rights under this clause.
- 12.3. You irrevocably appoint Us and each of Our directors as Your true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on Your behalf.

### 13. The Commonwealth Competition and Consumer Act 2010 (“CCA”) and Fair Trading Acts (“FTA”)

- 13.1. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 13.2. Where You purchase Goods and/or Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer’s statutory rights.
- 13.3. Our liability arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the CCA or howsoever arising, is limited to any of the following as determined by Us:
  - (a) rectifying the Goods and/or Services; or
  - (b) providing the Goods and/or Services again; or
  - (c) paying for the Goods and/or Services to be provided again.
- 13.4. If We are required to rectify, re-provide, or pay the cost of re-providing the Goods and/or Services under clause 13.3 or the CCA, but is unable to do so, then We may refund any money You have paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to You which were not defective.

### 14. Intellectual Property

- 14.1. Where We have designed, drawn or developed Goods for You, then the copyright in any designs and drawings and documents shall remain Our property. Under no circumstances may such designs, drawings and documents be used without Our express written approval.
- 14.2. You warrant that all designs, specifications or instructions given to Us will not cause Us to infringe any patent, registered design or trademark in the execution of Your order and You agree to indemnify Us against any action taken by a third party against Us in respect of any such infringement.
- 14.3. You agree that We may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which We have created for You.

### 15. Privacy Policy

#### **Storing Personal Information**

- 15.1. We will take all reasonable steps to ensure that any personal information held by Us is accurate up-to date, complete, applicable, is not misleading and will only be used for the purposes stated in this Privacy Policy. We will maintain security safeguards to protect the information and will take all reasonable steps to ensure that the information is not disclosed to any unauthorised person or entity.

#### **Securing Information**

- 15.2. When making a transaction through this Website personal information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that the information cannot be read by or altered by outside influences.

#### **Information We Collect**

- 15.3. When You request Goods and/or Services We may collect personal information supplied by You when You complete an online form in order to facilitate the purchase of Goods and/or Services. Such information will enable Us to process Your transactions efficiently and analyse Our Website Services and enable Us to provide a higher level of customer service (which may include informative or promotional activities).

We may also collect the following information/tracking data for statistical purposes and to help Us understand how to make Our Website more available and user friendly for You and to measure the success of any advertising activities We may under take:

- (a) Your IP address.
- (b) the date and time of You visit to our Website.
- (c) You click and activate on this site.
- (d) the referring site if any through which You clicked through to this site.
- (e) technical information on Your browser, device and operating systems;
- (f) any input into Our Website.

#### **Information We Release**

- 15.4. We will only release information about You as authorised by You, required by law or where required in order for us to provide Goods or Services to You e.g to third party suppliers, or delivery companies. Where supplied to such third parties the information provided will only be sufficient for the third party to perform their services and may not be used by them for any other purpose. We will not release Your information for any purpose which You could reasonably expect Us not to release the information.
- 15.5. Except as detailed above We do not share, give, sell, rent, or lease information to third parties and Your personal information will only be disclosed to those employees within Our organisation who have a need to know in order to ensure You are provided with information about

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our products and Services or to request Goods and Services through this Website.

- 15.6. Under the Privacy Act legislation You can ask to see any information We may hold about You and You also have the right to have any inaccuracies in the same corrected by Us. We will comply with any such requests to the extent required by the Privacy Act legislation within thirty (30) days of the receipt of Your request.

### **Other Data Protection Rights**

- 15.7. You may have the following data protection rights:
- to access, correct, update or request deletion of Personal Information. We will take all reasonable steps to ensure that the data We collect is reliable for its intended use, accurate, complete and up to date.
  - in addition, individuals who are residents of the European Economic Area "EEA" can object to processing of their Personal Information, ask to restrict processing of their Personal Information or request portability of their Personal Information. You can exercise these rights by contacting Us using the contact details provided in the "Questions and Concerns" section below.
  - similarly, if Personal Information is collected or processed on the basis of consent, the data subject can withdraw their consent at any time. Withdrawing Your consent will not affect the lawfulness of any processing We conducted prior to Your withdrawal, nor will it affect processing of Your Personal Information conducted in reliance on lawful processing grounds other than consent.
  - the right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA are available at [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

### **Questions & Concerns**

- 15.8. If You have any questions or comments, or if You have a concern about the way in which We have handled any privacy matter, please use Our contact form via this Website to send Us a message.

## **16. Cookies**

- 16.1. Our Website uses a technology called cookies (a small element of data that Our Website may send to Your computer) that may be used to provide You with specific information for the purpose of Us tracking site usage and traffic. These cookies **do not read Your hard drive** but may be stored on Your hard drive to enable Our Website to recognise You when You return to the same.

## **17. Mailing Lists**

- 17.1. If at any time You are on Our mailing list, You may request to be removed from the same and We will comply with Your request if there is no unsubscribe button provided then please contact Us with Your request using the "Contact Us" section of this Website.

## **18. Copyright and Trademarks**

- 18.1. The contents of this Website are at all times the copyright or trademark property of either Ourselves, our suppliers or linked third parties and You may not distribute, reproduce, display, publish any trademark or other content of this Website for any purpose whatsoever without the prior written approval of Us, our suppliers or linked third parties (each as applicable). Furthermore You agree to indemnify Us against any claims, costs, damages or losses incurred by Us should You fail to comply with clause.

## **19. Advertisers and Linked Sites**

- 19.1. The display on Our Website of any advertiser or the provision of a link to third party Websites does not constitute Our endorsement of either the advertiser or third party provider or any of their Website content or business practices. As We do not have any control of the content of any third party Websites, access to such Websites is at Your sole risk and We recommend that You thoroughly review the terms and conditions of use and the Privacy policies of any third party Website immediately You access such a site.
- 19.2. We shall accept no liability in regards to any dealings, promotions or activities between You and advertisers or third party providers.

## **20. Specifications and Information**

- 20.1. We are not responsible for the correctness of technical information and recommend any technical data which You may choose to rely upon be sought and verified outside this website/forum from industry professionals.
- 20.2. Specifications and information provided on this Website are given in good faith based on Our knowledge, experience, or information provided to Us by You, manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by Us, therefore it is recommended if You have any concerns as to the suitability of Goods, equipment or Services provided through this Website in respect of the use of the Goods, equipment or Services or their suitability for a particular use that You contact Us or seek external professional opinion.
- 20.3. You acknowledge and accept that colours of items displayed on the Website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to Us for use, or the quality, age or settings on Your monitor. If colour is a major factor in Your decision making We recommend You contact Us before purchase.

## **21. Termination of Use**

- 21.1. These terms and Your access to Our Website may be terminated by Us (at Our sole discretion) at any time without notice or any requirement to give You a reason why. In the event of termination under this clause We shall have no liability to You whatsoever (including for any consequential or direct loss You may suffer).

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### 22. On-Line Ordering

- 22.1. Display on this Website does not guarantee the availability of any particular Good(s) therefore all orders placed through this Website shall be subject to confirmation of acceptance by Us. Orders for Services shall be subject to confirmation of suitable timeframes between You and Ourselves for provision of the Services.

### 23. Continuous Service

- 23.1. Due to the inherent nature of Websites, We cannot warrant against delays or errors in transmitting data between You and Us including orders and You accept that the Website may also be unavailable from time to time for maintenance or scheduled upgrades. Where able We shall give You advanced warning of the same. We shall accept no liability in relation to Website downtime whether scheduled or otherwise that results in online access not being available and/or for delays or errors in transmitting information and Your responses.

### 24. Message Boards

- 24.1. We provide Message Boards for the use of Our Website users. The Message Boards may not be used to promote Websites or any commercial or business activity. We are not responsible for any of the opinions expressed in the Message Boards. By posting a message to the message board You agree to take full legal responsibility and liability for your comments, including for offensive or defamatory statements.

### 25. Feedback

- 25.1. Feedback is provided for the purpose of facilitating trading by You on Our Website. Feedback provided on other parties must not contain offensive, defamatory, retaliatory or inappropriate language or content. We may remove any feedback that is considered to be offensive, defamatory, retaliatory or inappropriate.
- 25.2. You may only give feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to that specific transaction.
- 25.3. You must not post feedback about Yourself or include any contact details or Personal Information in Your feedback.

### 26. General

- 26.1. Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
- 26.2. This Website (excluding any linked third party sites) is controlled by Us from Our principal business premises in Australia. It can be accessed from countries around the world to the extent permitted by the Website. As each country has laws that may differ from Australia, by accessing this site, You agree that the laws and statutes of Australia and are subject to the jurisdiction of the Courts where the Goods and/or Services were supplied and shall apply to any dealings, actions or claims arising out of, or in relation to, this Agreement, or Your use of this Website, irrespective of any conflict with any laws and statutes applicable to Your country of domicile.
- 26.3. The failure by the either contracting party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 26.4. We shall be under no liability whatsoever for Your actions arising as a result of use/misuse of content provided to others for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by You arising out of a breach by Us of these terms and conditions (alternatively Our liability shall be limited to damages which under no circumstances shall exceed the Price for the Goods and/or Services).
- 26.5. We may licence and/or assign all or any part of Our rights and/or obligations under this Agreement without Your consent.
- 26.6. You cannot licence or assign without the written approval from Us.
- 26.7. You accept and agree at the time of signing this Agreement that the We may post Our notices and/or industry related content via Our Website, from the date of display it shall be deemed to have been publically notified. It is important that You maintain Your correct information on Your profile (i.e. email addresses etc) so that You do not miss out on any important notices.
- 26.8. Neither party shall be liable for any default for payment or Goods and/or Services, delay, defect or deficiency hereunder to the extent that such default, delay, defect or deficiency is caused by an event of force majeure which affects performance by hindering, delaying or making considerably more difficult the fulfilment of commitments of the party, including any act of God, war, terrorism, fire, flood, storm or other event beyond the reasonable control of either party.
- 26.9. Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.