

Terms and Conditions of Sale

1. Information about us

In these Terms, "we", "us", "our" or "Samsung" means Samsung Electronics Australia Pty Ltd (ACN 002 915 648), a company registered in Australia with our registered office at 3 Murray Rose Avenue, Homebush Bay, NSW 2127. We operate the Samsung eStore ("Online Store") through its website ("Site") in accordance with these Terms.

For the purposes of these Terms, "Hand Held Product" or "HPP" means a hand held product, such as a phone, tablet or wearable (but for clarity does not include larger items or those designed for stationary use, such as white goods, brown goods, audio visual items etc.). If there is any question as to the correct categorisation of a product, this shall be determined by us in our absolute discretion.

2. Company and Samsung Online Store partnership

2.1 In these Terms "Company" has the meaning given to that term on Samsung's Online Store login page for the Company's Employees (defined below).

2.2 Samsung may from time to time, and in its absolute discretion, offer discounts on a product featured in its Online Store ("Product"), or on a range or category of Products, to current permanent full-time or part-time employees of the Company who each hold a Company email address in their name (each an "Employee"). Samsung may, in its absolute discretion and at any time, either temporarily or permanently withdraw the offer discounts provided to the Company.

2.3 If you are an Employee and you wish to purchase a discounted Product offered on the Online Store, and pursuant to the Company's partnership with Samsung, you must:

2.3.1 establish a Samsung Account using your Company email address as the nominated email address for your account;

2.3.2 login to the separate section of Site for your Company, including by using your Company email address and Samsung Account password

2.3.3 make a purchase in accordance with these Terms.

2.4 You acknowledge and agree that you must not:

2.4.1 permit any other person to access your Company's section of the Site using your login information;

2.4.2 publish in any medium (including, but not limited to, on social media) or otherwise disclose to any person who is not an Employee, any discount on, or discounted prices of, any Product(s) offered to Employees;

2.4.3 purchase a Product through the Site to resell it or to otherwise provide it to any other person;
or

2.4.4 otherwise breach these Terms.

2.5 If you breach, or are suspected of having breached, these Terms then Samsung may in its absolute discretion:

2.5.1 temporarily or permanently suspend or terminate your:

(a) access to the Company's section of the Online Store; and/or

(b) your Samsung Account;

2.5.2 notify the Company of your breach or suspected breach in accordance with clause 16.1.2; and

2.5.3 cancel or reverse any order for Product(s) that you may have placed.

3. Products

3.1 Any images or photographs of the Products that we put on our Site are for illustration only and actual Products available for purchase in Australia may differ from that shown. We use reasonable endeavours to make sure the colours, sizes and details are displayed accurately but errors may occur. In addition, we cannot guarantee that the way in which your computer displays these colours or details accurately reflects the Products made available by us. The Products you receive may therefore vary slightly from those advertised.

3.2 Any packaging that we use to provide the Products to you may vary from any packaging indicated on our Site (where applicable).

4. Orders for Products

4.1 Our order process will permit you to check the Products you have ordered and amend any errors before submitting the order. Please ensure that you read through your order before submitting it.

4.2 Your order constitutes an offer by you to buy our Products on these Terms. You are deemed to have placed an order with us by ordering via our online checkout process. After placing an order, you will receive an email from us acknowledging that we have received your order and containing an order reference number and details of the Product(s) you have ordered ("Order Confirmation"). Please note that the Order Confirmation is acknowledgment that we have received your order and does not mean your order has been accepted by us. All orders are subject to our acceptance of your offer to buy the Product(s) ordered. We will only accept your offer (and form the contract of sale) when we send you an email confirming that the Product has been dispatched (a "Dispatch Confirmation"). These Terms constitute the entire Contract between us and you for the supply of Products.

4.3 We may refuse to accept your order or reverse your order:

4.3.1 where the Product is not available;

4.3.2 where we cannot obtain authorisation for your payment;

4.3.3 if there has been a pricing or Product description error (see clause 4.6 below);

4.3.4 if you do not meet the eligibility criteria set out in clause 6 below; or

4.3.5 if you exceed the Product ordering limit set out in clause 4.3A below.

4.3A You are strictly limited to ordering a maximum of 2 Products from any Product category group per calendar year (being 1 January to 31 December). We may vary this product limit from time-to-time in our absolute discretion by providing notice.

4.4 The Contract will only be formed when we send you an email from noreply@samsung.com that contains the Dispatch Confirmation. The parties to the Contract are you and Samsung Electronics Australia Pty Ltd ACN 002 915 648.

4.5 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

4.6 All our Products are subject to availability. If, for any reason, any or all of the Products you have ordered are or become unavailable or there has been an error in the price on our Site or the Online Store we will make reasonable efforts to notify you of this as soon as possible after becoming aware of it and advise you of the revised delivery dates. In such cases, if you have already paid for the Products we will either notify you when the Products will be delivered or refund you the amount paid as soon as reasonably possible.

Close

5. Service availability

We do not accept orders from addresses outside Australia.

Close

6. Your status

6.1 By placing an order through our Site, you warrant that:

6.1.1 you are legally capable of entering into binding contracts;

6.1.2 you are at least 18 years old;

6.1.3 any information you provide to us is complete and accurate;

6.1.4 you are resident in Australia;

6.1.5 you are accessing our Site from Australia;

6.1.6 you are an Employee; and

6.1.7 you are purchasing Products in your individual capacity for personal and domestic, non-commercial use (excepted for "bring your own device" business purposes, which are permitted).

Close

7. Our status

7.1 We may also provide links on our Site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers

through our Site, or from companies to whose website we have provided a link on our website, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. You acknowledge that Samsung is not responsible for the availability of, and does not endorse the content of, links to external third party websites. This DISCLAIMER does not affect your statutory rights against the third party seller.

7.2 You acknowledge that Samsung is not liable for any loss or damage that you may suffer as a result of the availability of, or your access to, any external links, including as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such external links.

Close

8. Consumer rights and Change of Mind Policy on Hand Held Products

8.1 The Products may come with certain guarantees that cannot be excluded under the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth). You may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8.2 In addition to your rights under the Australian Consumer Law in relation to faulty goods, you may cancel the Contract in respect of a Hand Held Product at any time within fourteen (14) days, beginning on the day you purchase the Products, provided that the following requirements are met:

8.2.1 your claim is made within 14 days of purchase from the Site;

8.2.2 you contact the Samsung Customer Care Team on 1300 362 603 option [5] to lodge your request for a 'Change of Mind' return;

8.2.3 you make the HHP available for collection and inspection by a Samsung Authorised Agent;

8.2.4 the HHP is unused;

8.2.5 the HHP's packaging is un-opened and the packaging seal is intact;

8.2.6 the HHP's packaging is not damaged; and

8.2.7 the HHP is in re-sellable condition.

8.3 In the event you change your mind and the HHP packaging has been damaged, unsealed, unboxed and/or the HHP has been used, or the requirements in clause 8.2 are not otherwise met, Samsung is unable to offer a remedy under clause 8.4, so please choose carefully when selecting your Product, and when deciding to open packaging following delivery.

8.4 If you meet the requirements of clause 8.2 you will receive a full refund of the price paid for the HHP in accordance with our Returns Policy (see clause 12 below).

8.5 To cancel the Contract, you should contact us by telephoning the Customer Call Centre (<http://www.samsung.com/au/info/contactus.html>). You will then be informed of details regarding

the collection of the Product(s) from you. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

Close

9. Availability and delivery

9.1 We can deliver to most, but not all, Australian addresses. If it is not possible to deliver to your Australian address, we will advise you prior to purchase.

9.2 Most Deliveries will receive a delivery tracking number which will be specified on the Dispatch Confirmation, you will also receive SMS confirmation of your tracking number if you elect to include a valid Australian mobile number during checkout. The tracking number allows you to track the progress of your order by visiting the delivery partner's website and following the prompts to input your tracking number. If a tracking number is not available with your purchase, we will contact you directly to arrange delivery.

9.3 The date of dispatch listed on any Dispatch Confirmation provided is the estimated date of dispatch as is reasonably estimated by us.

9.4 We will deliver the Products to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them, during normal business hours (9am to 5pm, Monday to Friday). If there is not someone present at your delivery address to sign for and take delivery of the Products, a parcel collection card will be left at your delivery address and the Products will be delivered to your local Australia Post Office for your collection, where possible. Where not possible, a 'not at home' notification card will be left (you should follow instructions on the card to arrange an alternative delivery option). If you have not received the Product(s) or a parcel collection card within the estimated delivery time specified in the Dispatch Confirmation you should contact us via our website, by email or by telephoning the Customer Call Centre (<http://www.samsung.com/au/info/contactus.html>).

9.5 Delivery of the Products does not include installation unless we expressly specify otherwise for a Product on our Site.

9.6 We will be deemed to have delivered the Product(s) to you when we deliver them to the address you gave us when placing the order or signing up to our Online Store.

Close

10. Risk and title

10.1 The Products will be your responsibility from the time of dispatch, in accordance with the Dispatch Confirmation.

10.2 Ownership of the Products will only pass to you on the later of either delivery or when we receive full payment of all sums due in respect of the Products, including delivery charges (if applicable).

Close

11. Price and payment

11.1 The price of the Products will be as quoted on our Site from time to time, except in cases of obvious error. Product prices include GST at the current rates. Unless specified otherwise, the price quoted on our Site for Products includes delivery charges.

11.2 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

11.3 Our Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

11.4 Payment for all Products must be made either by credit or debit card and is collected on our behalf by Global Collect. We accept payment by Visa, Mastercard, American Express and PayPal. A payment by credit or debit card will only be charged at or shortly after the time you place your order. You must be authorised to use the PayPal account, bank account or other account that you enter when creating a billing account on the Site. You must keep all information in your billing account current at all times. You can access and modify your billing account from the Site at any time.

11.5 Product pricing will be entirely at the discretion of Samsung and is subject to change at any time, without notice. Product information and pricing is strictly confidential and must not be forwarded to any third party.

11.6 Unless otherwise advised by Samsung, employee pricing is not available in conjunction with any other Samsung offers such as gifts or cashbacks.

Close

12. Our Returns Policy

12.1 If you wish to return a Product to us for any reason the following process applies:

12.1.1 Contact a Samsung Returns Representative on 1300362603 (option. 5), via our website or by email to onlinesupport@samsung.com. We will then inform you of the arrangements to return the Product to us.

12.1.2 You will be required to then email proof of your original purchase and any delivery documentation to onlinesupport@samsung.com

12.1.3 If you wish to make a claim in relation to a Product which you can reasonably transport to the nearest Samsung Customer Service Plaza or to an authorised repair service centre (as directed when you first make the claim under this warranty), please bring, or send, that Product to that nearest Samsung Customer Service Plaza or authorised service centre for assessment. Such Products do not include those Products dealt with in sub-paragraph 12.1.4. Samsung will organise the transport of a Product under that sub-paragraph, the cost of which will be paid by Samsung if your claim is determined to be valid pursuant to the warranty applicable to your relevant Product.

12.1.4 If the Product is located in a place which is greater than 50 kilometres (by road) from the nearest Samsung Customer Service Plaza or authorised repair service outlet, you may request collection of the Product by Samsung.

12.1.5 If Samsung approves the request for collection of the Product from its location, we will arrange a time for the Product to be collected from your address listed in the Dispatch Confirmation.

12.1.6 You must return the Product:

(a) with all original components and accessories (including manuals, documentation, etc.); and

(b) where possible, in its original cartons and packaging or, in packaging suitable to prevent damage to the Product.

12.1.7 You must retain proof of pickup, to be provided to Samsung upon request.

12.1.8 If you are returning the Product to us because:

(a) you have notified us in accordance with clause 26.2 below that you do not agree to a change in these Terms; or

(b) the Product is a Hand Held Product and you have cancelled the Contract between us in respect of a that Product in accordance with the fourteen (14) day change of mind policy (see clause 8.2 above),

subject to clause 12.3, we will refund the price of the Product in full as soon as possible after collection of the Product from you.

12.1.9 If you are returning the Product to us because you consider that the Product is faulty or damaged, we will assess the Product following collection from you. Subject to clause 12.3, if:

(a) no fault is found, or the fault is found to be caused by you (see clause 12.6 below), the claim will be rejected and we will return the Product to you;

(b) we find a minor failure, we will most likely repair the Product and then return the Product to you; or

(c) we find a major failure, we will offer you your choice of a repair, replacement Product (where available) or a refund of any money paid by you for the Product. We will then, in accordance with your instructions, either repair or replace the Product and deliver it to you or refund the price of the Product in full.

12.1.10 If the Product is more than 50kg in weight or 1m³ in volume, Samsung will liaise with you to organise pickup of the Product to your residential address.

12.2 We will notify you of our assessment via email within a reasonable period of time and, usually within five (5) working days of when we receive the Product from you.

12.3 You have a legal obligation to take reasonable care of a Product while it is in your possession. If you fail to comply with this obligation and return a Product to us, we may have a right of action against you for compensation. When returning a Product to us we recommend you obtain a proof of posting. In all cases, we reserve the right to inspect the Product and verify the fault. For an exchange or refund, the Product must be in otherwise 'as new' condition and if possible with the original packaging. We reserve the right to refuse a refund or exchange if the Product returned is deemed to have been damaged.

12.4 We will usually process a refund due to you as soon as possible and, in any case, within thirty (30) days of confirming to you via email that you are entitled to a refund.

12.5 We will usually make any refunds using the same method originally used by you to pay for your purchase.

12.6 We do not cover faults caused by misuse, neglect, physical damage, tampering or incorrect adjustment or normal wear and tear. Products sold on our Site are intended for domestic use only and are not for commercial use or resale. Nor do we cover faults due to incorrect installation in your home. Please do not remove the serial number.

12.7 This clause 12 and the Returns Policy do not affect your statutory rights.

Close

13. Product warranties

Details on any warranty we offer for a Product that you may select for certain Products are available here: [<http://www.samsung.com/au/support/warranty/index.html>]. These warranties are in addition to your rights under the Australian Consumer Law outlined in clause 14 below.

Close

14. Exclusion of warranties

14.1 You may have rights under statutory consumer protection laws, including the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth), which cannot be excluded, restricted or modified. The exclusions of warranties, and the limitation of liability in clause 15 below, apply subject to any rights you may have under such laws.

14.2 You expressly understand and agree that your access to and use of the Site is at your sole risk and that the Site is provided "as is" and "as available". In particular, Samsung does not warrant to you that:

14.2.1 your access to and use of the Site, including for the purpose of purchasing Products through the Online Store, will meet your requirements (and you expressly acknowledge that you have relied on your own experience, skill and judgment to evaluate the Site and Products and that you are satisfied as to the suitability of the Site and Products to meet your requirements); or

14.2.2 your access to and use of the Site will be uninterrupted, error free, timely or secure.

14.3 Without limiting the foregoing, and to the extent permitted by law, all express and implied representations, conditions, warranties, guarantees or other provisions that are not contained in these Terms (whether based in legislation, the common law or otherwise) are excluded, including any representations, conditions, warranties or guarantees as to acceptable quality, fitness for purpose or timeliness.

14.4 If any condition, warranty, guarantee or other provision is implied or imposed in relation to the Contract (whether based in legislation, the common law or otherwise) and cannot be excluded (a "Non-Excludable Term"), and Samsung is able to limit your remedy for a breach of such Non-Excludable Term, then Samsung's liability for such a breach of a Non-Excludable Term is limited to one or more of the following, at Samsung's option:

14.4.1 in relation to goods, the replacement of goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

14.4.2 in relation to services, the supplying of the services against or the payment of the cost of having the services supplied again.

Close

15. Our liability to you

15.1 We sell the Products to you entirely for your private non-commercial use. You agree that you will not use the Products for any commercial, business or re-sale purposes unless otherwise agreed with us in writing.

15.2 We will be liable for a failure to comply with these Terms where the breach is one that is contemplated by us at the time that a Contract is formed in respect of any particular Product order

and arises from our negligence, but not where the loss or damage is not of a type which was contemplated at the time of the Contract.

15.3 Subject to our obligations under the Non-Excludable Terms, nothing in these Terms shall render us liable to indemnify you in respect of any liability of any kind incurred by you to any other person.

15.4 Subject to our obligations under the Non-Excludable Terms, we will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable by both you and us when you commenced using the Site or Online Store or when a Contract was formed.

15.5 Nothing in these Terms excludes or limits our liability for:

15.5.1 death or personal injury caused by our negligence

15.5.2 fraud or fraudulent misrepresentation;

15.5.3 any breach of the obligations implied by the Australian Consumer Law;

15.5.4 defective products under the Australian Consumer Law;

15.5.5 any deliberate breaches by us of these Terms that would entitle you to terminate the Contract; or

15.5.6 any other matter in respect of which it would be illegal for us to exclude, or attempt to exclude, our liability.

15.6 Subject to clauses 15.5 and 15.7, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

15.7 Subject to clause 15.5, we will not be liable for losses that result from our failure to comply with these Terms that fall into the following categories:

15.7.1 loss of income or revenue;

15.7.2 loss of business;

15.7.3 loss of profits;

15.7.4 loss of anticipated savings;

15.7.5 loss of data; or

15.7.6 waste of management or office time.

However, this clause 15.7 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by the categories in sub-clauses 15.7.1 to 15.7.6 inclusive.

Close

16. Use of any personal information and data you provide to us

16.1 Any personal information that we may collect from you on our Site, whether on online forms or as part of the ordering process, will be dealt with in accordance with our Privacy Policy [<http://www.samsung.com/au/info/privacy.html>].

16.2 Your data protection and privacy rights are set out in our Privacy Policy. You agree to the use of your personal information and data in accordance with our Privacy Policy.

16.3 You expressly consent to Samsung (in its absolute discretion):

16.3.1 confirming your identity and current employment status with the Company, which may include providing the Company with your name and any of the contact information that you have provided to Samsung; and

16.3.2 notifying the Company of any actual or suspected breach by you of these Terms.

Close

17. Your use of the Site

17.1 The Site incorporates information and content, which may be in the form of text, graphic, audio, video, downloads, links, source codes, copyrights, trademarks, and information about Products ("Content") which is the proprietary property of Samsung.

17.2 Samsung has invested money, time, and effort to develop the Content and retains all rights, including intellectual property rights, to the Content. Samsung does not grant you any license or property rights in relation to the Content.

17.3 The Content is published on the Site for your personal reference. You must not download, copy, use, reproduce or reference any Content for business or commercial purposes. You may download, copy, reproduce or store the Content and establish links to the Site from your own website or from within your documents, but only where you do so for personal use.

17.4 Samsung does not warrant the accuracy, completeness, or reliability of the Content (including Product information), or other items contained on this Site or any other website operated by Samsung.

Close

18. Availability and content

18.1 Access to the Site, including the Online Store, is permitted on a temporary basis, and we reserve the right to withdraw or amend the Site without notice. We shall not be liable if, for any reason, the Site is unavailable at any time or for any period.

18.2 From time to time we may restrict access by any one user, groups of users or all users to parts of the Site and/or to our entire Site without notice.

18.3 You must treat any user name, password, verification code or any other piece of information provided as part of our security procedures as confidential and not disclose it to any third party. We reserve the right to disable any user name, password or verification code, whether chosen by you or allocated by us, at any time, if (in our opinion) you fail to comply with these Terms.

18.4 You are responsible for making all the arrangements necessary to have access to the Site and the Online Store. You are also responsible for ensuring that persons who access the Site and Online Store through your internet connection are aware of these Terms and comply with them. Please notify us as soon as possible in writing if you become aware that activities on your account are unauthorised or you have become aware that your account details have been compromised.

18.5 While we will make reasonable efforts to ensure that the information on the Site, including on the Online Store, is correct, the material displayed on it is provided without any guarantees, conditions or warranties as to its accuracy, including, but not limited to, information about the Products and prices described on it.

18.6 The availability of the Products which are the subject of your order will be determined by the Product description displayed on the Online Store at the time of placing your order. We will make reasonable efforts to ensure that any Product description is a fair representation of the actual Products offered.

18.7 We reserve the right to suspend, modify or amend the Site, including the Online Store and/or the Products offered, at any time.

Close

19. Viruses, hacking and other offences

19.1 You must not misuse the Online Store by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt unauthorised access to the Online Store or our Site, the server on which the Online Store or Site is stored or any server, computer or database connected to the Online Store, or attack the Online Store or Site via a denial of service attack, distributed denial of service attack or other similar means.

19.2 We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other harmful material that may infect your computer equipment, computer programmes,

data or other proprietary material due to your use of the Online Store or our Site or downloading any material posted on it or any website linked to it.

Close

20. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Site. For contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

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21. Notices

All formal notices given by you to us must be given to Samsung Electronics Australia Pty Ltd at Samsung Electronics Australia Pty Ltd (ACN 002 915 648), 3 Murray Rose Avenue, Homebush Bay, NSW 2127. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 16 above. Notice will be deemed received and properly served immediately when posted on our Site, twenty four (24) hours after an email is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

Close

22. Transfer of rights and obligations

22.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

22.2 You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.

22.3 We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Close

23. Events outside our control

23.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under a Contract that is caused by an Event Outside Our Control (as described in clause 23.2 below).

23.2 An "Event Outside Our Control" means any act or event beyond our reasonable control including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, supplier or sub-contractor failure, subsidence, epidemic or other natural disaster or failure of public or private telecommunications network or impossibility of the use of public or private transport.

23.3 If the Event Outside Our Control occurs that affects the performance of our obligations under a Contract:

23.3.1 we will notify you as soon as possible;

23.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

23.4 We reserve the right to defer the date of delivery of the Products or to cancel the delivery of the Products in the case of any Event Outside Our Control or which is beyond our reasonable control and which prevents or hinders the delivery of the Products.

Close

24. Waiver

24.1 If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

24.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

24.3 No waiver by us of any of these terms and conditions contained in these Terms or in a Contract will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 21 above.

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25. Severability

If any court or competent authority decides that any of the provisions in these Terms or any provisions of the Contract is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Close

26. Our right to vary these Terms

26.1 We have the right to revise and amend these Terms from time to time by posting them on the Site. Amendments are usually made to reflect changes in law, the ways in which we accept payments from you and to accommodate changes to the way Products are supplied, however, these Terms may also be amended for any other reason and in our sole discretion.

26.2 You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to these Terms, unless you notify us to the contrary within seven (7) working days of receipt by you of the Products).

Close

27. Applicable law

These Terms are governed by and shall be construed in accordance with the laws of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of any dispute arising out of these Terms and/or any Contract for the purchase of Products through the Online Store.

Close

28. Entire agreement

We intend to rely upon these Terms in relation to the subject matter of the Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

Close

(version 6, 11July 2017)