

# WEBSITE TERMS AND CONDITIONS OF USE

## Norgren Pty Ltd ABN 80 004 384 249 ("Norgren") Website Terms & Conditions of Use ("Terms")

### 1. Your acceptance

- (a) These are the terms on which Norgren permits users to access and use the Norgren Australia company website [www.norgren.com/au](http://www.norgren.com/au) and Norgren Australia Online Store (Online Store) website <http://store.norgren.com/au> (together "Website") including using the services made available through the Website including viewing and purchasing goods, communicating with Norgren and reviewing Norgren goods specifications and information. By using, browsing or accessing any part of the Website you agree to be bound by these Terms.
- (b) Norgren may, from time to time, review and update these Terms to take account of new laws, products and technology. Your use of the Website will be governed by the most recent Terms, posted on the Website. By continuing to use the Website, you agree to be bound by the most current Terms. Please check the Website regularly for updated versions of the Terms.
- (c) **IMPORTANT NOTE:** The purchase of goods from Norgren by any means, including via the Online Store, are governed by Norgren's Terms and Conditions of Sale (**Terms of Sale**) found at this link <http://store.norgren.com/AU/en-AU/TermsAndConditions.aspx> which are in addition to these Terms. By agreeing to purchase goods from the Online Store, you agree to be bound by both these Terms and the Terms of Sale. The Terms of Sale will prevail to the extent of any inconsistency between these Terms and the Terms of Sale.

### 2. Changes to the Website

The Website is subject to change at any time without notice and may contain errors. This includes any pricing or specifications of Norgren goods found on the Online Store.

### 3. Your Purchasing Account and password

- (a) You may register for an account to use the Online Store on the Website.
- (b) Norgren may, in its absolute discretion, permit your registration of a purchasing account for the Online Store on the Website (**Purchasing Account**). There are 2 categories of Purchasing Account which you may register for:
  - (i) if you, or your employer, have a current trading account (and any applicable line of credit) with Norgren, you may register for a "Trade Purchasing Account" (**Trade Purchasing Account**); or
  - (ii) a new account (with no existing Norgren trading account or line of credit) and you intend to pay for goods with your credit card at the time of placing your order on the Online Store (**Credit Card Purchasing Account**).
- (c) You (including your company or business) may not have more than one active Purchasing Account on the Website whether through a pseudonym, email address or other means. You can update, edit or terminate your Purchasing Account at any time but you cannot transfer your Purchasing Account. You are responsible for ensuring your Purchasing Account details are correct and current. You are also responsible for maintaining the confidentiality and secrecy of your password and Norgren is not responsible for and accepts no liability in relation to its disclosure or loss.

### 4. Goods and purchasing via the Online Store

- (a) Norgren reserves the right to refuse any order where particular goods are not in stock or where goods have been incorrectly listed or priced. While Norgren takes precautions to ensure that the price and details of goods listed are correct on the Online Store, if they are incorrect, Norgren reserves the right to cancel the order and refund any applicable amount charged to your credit card or to your trading account credit balance (whichever applicable payment method applies).
- (b) Any orders received by Norgren through the Website constitute offers and are subject to acceptance or rejection by Norgren in its discretion after receipt in Australia. Once an order has been placed and any applicable payment received, the order cannot be cancelled by you. Norgren's cancellation policy is contained in clause 5 of its Terms of Sale.
- (c) Norgren does not guarantee the availability of any goods advertised on the Website.
- (d) Prices are inclusive of goods and services tax. In all other respects the price is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of goods. You should note that some countries have import restrictions on certain goods or materials. If you are outside Australia, you will be responsible for checking whether such restrictions apply before placing an order. If you are outside Australia you will become the importer and will be liable to pay local taxes or duties, and you will assume all liability under any customs or import laws and regulations.
- (e) The relevant Norgren terms and conditions which apply to the delivery, return, title and risk in relation to the goods are set out in the Terms of Sale.

### 5. Payment

#### For Credit Card Purchasing Account holders only:

- (a) Payment can be made by valid Visa or MasterCard. Payments may be processed immediately or as otherwise stated on the Online Store.

#### For Trade Purchasing Account holders only:

- (b) The payment for goods ordered through the Online Store will be in accordance with the payment terms set out in our Terms of Sale.
- (c) Trade Purchasing Account holders will be entitled to order goods from the Online Store up to the value of their respective existing line of credit provided by Norgren. Any purchase of goods above the existing line of credit by a Trade Purchasing Account holder may be made by credit card in accordance with clause (a). A Trade Purchasing Account holder will be treated as a Credit Card Purchasing Account Holder in respect of any purchase of goods made by credit card in accordance with clause (a).

### 6. Links

- (a) The Website may contain links to other web sites, including to the web sites of Norgren group entities (including entities based overseas). Norgren provides those links as a ready reference for searching for goods and brands on the internet and tracking purchases and not as an endorsement of those web sites, their operators, the goods, services or content that they describe.
- (b) Web sites which are linked to the Website, including to the web sites of Norgren group entities, are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these linked sites, you do so at your own risk. Norgren is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the goods, services or content that they describe. Norgren is not responsible for and will not be liable in respect of any incorrect link to an external web site.
- (c) You are not permitted to link to or frame the Website without Norgren's express written permission.

### 7. Access and communication

- (a) Norgren does not warrant that you will have continuous access to the Website. Norgren will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supplies.
- (b) Norgren does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communications (including electronic email) are vulnerable to interception by third parties and Norgren does not guarantee the security or confidentiality of these communications or the security of the Website.
- (c) Although reasonable efforts are made by Norgren to ensure the integrity of the Website including by using virus checking software, firewalls and other measures, Norgren cannot guarantee the safety of computer systems of users of the Website. Norgren does not accept liability for any loss or corruption of electronically stored data or any damage to any computer system sustained in connection with the use of the Website. You acknowledge that you enter and use the Website at your own risk.

### 8. Privacy

Any personal information submitted by you via the Website, including in the course of registering your Purchasing Account and transacting in our Online Store; will be handled in accordance with Norgren's Privacy Policy which is set out on Norgren's website at: <http://store.norgren.com/AU/en-AU/PrivacyPolicy.aspx>.

### 9. Intellectual Property

- (a) All intellectual property rights, including copyright and patents, in the Website, Norgren's goods and services, and all components of them are owned or licensed by Norgren. You must not copy, modify or transmit any part of the Website.

- (b) The Website contains trade marks, logos, service names, trade names of Norgren or third parties which may be registered or otherwise protected by law. You are not permitted to use any trade marks, logos, service names or trade names appearing on the Website.

### 10. Website Licence

Norgren grants you a non-exclusive and non-transferable licence to use the Website for your own personal or business use subject to the restrictions specified in Clause 0. You may not download (other than page caching) or modify the Website or any portion of the Website.

### 11. Prohibited Uses

In using the Website you must not:

- (a) engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, resale, collect and use any product lists or pricing for the benefit of other merchants, data mine or use robots or other data collection methods;
- (b) impersonate or falsely claim to represent a person or organisation;
- (c) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
- (d) post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
- (e) post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.

### 12. Termination

Norgren may at any time immediately terminate your Purchasing Account or your access to the Website for any reason (including due to your breach or alleged breach of the Terms or the Terms of Sale) in its sole discretion and without prior notice.

### 13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- (a) TO THE FULL EXTENT PERMITTED BY LAW, NORGREN EXCLUDES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR REPRESENTATIONS CONCERNING AVAILABILITY OF THE WEBSITE, QUALITY, COMPLETENESS, ACCURACY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR PURPOSE IN RELATION TO THE WEBSITE, THE CONTENT, ALL LINKS TO OR FROM THE WEBSITE AND THE GOODS AND SERVICES ADVERTISED OR ACCESSIBLE ON THE WEBSITE.
- (b) SUBJECT TO ANY APPLICABLE LAW WHICH CANNOT BE EXCLUDED, NORGREN'S LIABILITY IN RESPECT OF ANY NON-EXCLUDABLE WARRANTIES OR CONDITIONS RELATING TO THE WEBSITE, THE CONTENT, ALL LINKS TO OR FROM THE WEBSITE, AND THE GOODS AND SERVICES ADVERTISED OR ACCESSIBLE ON THE WEBSITE IS LIMITED TO RESUPPLYING THE RELEVANT CONTENT OR THE REASONABLE COST OF RESUPPLYING THE RELEVANT CONTENT, WHICHEVER NORGREN SEES FIT TO PROVIDE.
- (c) FOR ALL OTHER CLAIMS OR LIABILITY, THE MAXIMUM LIABILITY OF NORGREN AND ITS RELATED BODIES CORPORATE FOR ANY LOSS, DAMAGE, CLAIM, COST OR EXPENSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE WEBSITE, THE CONTENT, ALL LINKS TO OR FROM THE WEBSITE AND THE GOODS AND SERVICES ADVERTISED OR ACCESSIBLE ON THE WEBSITE WILL BE \$10 FOR AN AGGREGATE OF ALL CLAIMS.
- (d) NORGREN WILL NOT IN ANY CASE BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFIT, DELETION OR CORRUPTION OF ELECTRONICALLY OR DIGITALLY STORED INFORMATION, OR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE CONTENT, ALL LINKS TO OR FROM THE WEBSITE AND THE GOODS AND SERVICES ADVERTISED OR ACCESSIBLE ON THE WEBSITE.

### 14. Indemnity

(a) You will fully indemnify Norgren in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (i) any breach of these Terms by you;
- (ii) your use of the Website; or
- (iii) your use of the purchasing facilities available on the Website.

### 15. Jurisdiction and Law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

### 16. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

### 17. Denied Party Screening

(a) Definition – Denied Party List

A list issued by a government, government agency, public body or international public organisation which provides names of entities and individuals that the Company may be restricted or prohibited from doing business with. This definition also includes lists of countries subject to trade sanctions, embargoes and export restrictions.

(b) Terms

- i) This Agreement is conditional upon the Company establishing conclusively that the Purchaser is not named on a Denied Party List. The Company will not be obliged to comply with the terms of this Agreement until and unless the Company has established that the Purchaser is not named on a Denied Party List.
- ii) The Company may terminate this Agreement and discontinue any ongoing supply to or business with the Purchaser [whether pursuant to this Agreement or otherwise] immediately, without notice and without liability, upon the Company becoming aware that the Purchaser is named on any Denied Party List.
- iii) By submitting an Order the Purchaser [and the individual submitting an Order on behalf of the Purchaser] consent to the Company processing any personal data provided through web-based screening software which will be used to establish whether [the Purchaser and/or the individual submitting this Order] [is/are] named on a Denied Party List.