



These terms were last updated on 22 December 2018.

WEBSITE TERMS AND CONDITIONS

In these terms and conditions, “we” “us” and “our” refers to Tu Solus Australia. Your access to and use of all information on this website including purchase of our product/s and/or service/s is/are provided subject to the following terms and conditions. The information is intended for residents of Australia only.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

1. Our Website Services

- a) Our services are provided to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.
- b) All prices are in Australian Dollars (AUD) and are exclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time. If you have placed an order, we undertake to fulfil your order at the price listed at the time you ordered.

2. Product Description

- a) We strive to ensure that our products are described as accurately as possible on our website, however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.
- b) Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour nor that any given image will reflect or portray the full

design or options relating to that product.

3. Product Orders

- a) Our products are for sale to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.
- b) We endeavour to ensure that our product list is current however we give no undertaking as to the availability of any product advertised on our website.
- c) All prices are in Australian Dollars (AUD) and are exclusive of GST. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time.
- d) Postage is an additional charge, calculated at time of purchase.
- e) When you order from us, we require you to provide your name, address for delivery, your email address, telephone contact and credit card details. We undertake to take due care with this information; however in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.
- f) We undertake to accept or reject your order within 7 days. If we have not responded to you within 7 days, your offer is deemed to be rejected. We are not required to give reasons for rejecting your offer to purchase however the most likely reason for rejecting your offer will be that we do not currently have that product in stock.
- g) Delivery of your ordered product/s will be as set out on our website. Title in the goods passes to you when we have received payment. Our terms of payment are set out on the order page.
- h) All risk of loss or damage to the goods passes to you when we despatch the goods.

4. Order Cancellation Due To Error

- a) Where a product has been listed at the incorrect price or with incorrect descriptive information or image due to typographical error or similar oversight, we reserve the right to cancel a transaction. Where your credit card has been charged, we will refund your credit card for the total amount debited.

5. Returns and Exchanges

- a) Please refer to our policy on this here.

6. Site Access

- a) When you visit our website, we give you a limited licence to access and use our information for personal use.
- b) You are permitted to download a copy of the information on this website to your computer for your personal use only, provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
- c) Except as permitted under the *Copyright Act 1968* (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
- d) The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

7. Hyperlink

- a) This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
- b) Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

8. Intellectual Property Rights

- a) The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
- b) All trademarks, brands and logos generally identified either with the symbols TM or ®

which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

- c) Any comment, feedback, idea or suggestion (called “Comments”) which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
- d) If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

9. Disclaimers

- a) Whilst we have taken all due care in providing the information on our website, we do not provide any warranty either express or implied including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.
- b) To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
- c) We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
- d) Use of the website, the purchase of any service, and any of the products is at your own risk. Everything on the website, the purchase of any service, and the products, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Tu Solus Australia make any express or implied representation or warranty about its content or any products or services referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - i. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other

harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- ii. the accuracy, suitability or currency of any information on the Website, the purchase of any service, or any of its products (including third party material and advertisements on the Website);
- iii. costs incurred as a result of you using the Website, the services or any of the products;
- iv. the content or operation in respect to links which are provided for the User's convenience;
- v. any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

10. Limitation of Liability

- a) Our total liability arising out of or in connection with the purchase of services and/or products or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent purchase price paid by you under these Terms or where you have not paid the purchase price, then our total liability is the resupply of information or service to you.
- b) You expressly understand and agree that Tu Solus Australia, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- c) We are not responsible or liable in any manner for any site content (including third party content) posted on the website or in connection with the purchase of services or products, whether posted or caused by users of the website of Tu Solus Australia, or by third parties.

11. Indemnity

- a) By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection

with your use of our website.

12. Force Majeure

- a) If a Force Majeure event causing delay continues for more than 30 days, we may terminate any Agreement/s by giving 7 days notice to you. “Force Majeure” means any act, circumstance or omission over which we could not reasonably have exercised control.

13. Jurisdiction

- a) These terms and conditions are to be governed by and construed in accordance with the laws of Victoria and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Victoria and you agree to submit to the jurisdiction of those Courts.
- b) If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

14. Privacy

- a) We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
- b) Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

End of document