

Terms of Website Use

Schulke Australia Pty Ltd (ABN 49 605 683 172)

The Terms of Use set out below (the **Agreement**) govern your use of the website of Schulke Australia Pty Ltd (**Schulke Australia, we, our, us**) located at www.schulke.com.au (the **Website**) and form a binding agreement between us and you in relation to your use of the Website.

By using the Website, you acknowledge and agree that you have had an opportunity to read and understand all of this Agreement and the [Privacy Policy](#) and you agree to be bound by them. If you have any questions, please contact us at info.au@schulke.com

We may, from time to time, update or amend this Agreement in our sole discretion. You should therefore carefully read this Agreement each time you use the Website. Any amendments will be posted on the Website and will take effect 14 days after such posting.

By using the Website, you agree that the then current version of this Agreement and the Privacy Policy applies to your use of the Website. If you do not agree with them, you should not use the Website.

1. Important terms used in this Agreement

- 1.1 **Content** means both Schulke Australia Content and Third Party Content.
- 1.2 **Content Provider** means an entity (other than Schulke Australia) whose Third Party Content is displayed on the Website.
- 1.3 **Schulke Australia Content** means all content contained on the Website (including without limitation all software, text, graphics, videos, sounds, scripts, photos, audio-visual material, icons, advertisements, photographs, databases, trade marks and other information and materials) but excludes Third Party Content.
- 1.4 **Third Party Content** means content created or uploaded to the Website by a party other than Schulke Australia, including all software, text, graphics, videos, sounds, scripts, photos, audio-visual material, icons, advertisements, photographs, databases, trade marks and other information and materials created and/or uploaded by such a party.

2. The Website

- 2.1 We will make the Website available to you on the terms and conditions set out in this Agreement.
- 2.2 You must use the Website only in accordance with this Agreement.
- 2.3 Notwithstanding anything in this Agreement, certain legislation including the *Competition and Consumer Act 2010* (Cth), may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded, restricted or modified except to a limited extent. Such legislation may, for example, impose non-excludable guarantees that goods are of acceptable quality or that services will be rendered with due care and skill (with certain remedies available to consumers for certain breaches of such guarantees). To the extent that such legislation applies, this Agreement must be read subject to those statutory provisions and nothing in this Agreement is intended to alter or restrict the operation of such provisions.

3. Third Party Activities

- 3.1 The Website contains Third Party Content including links to third party websites where content is not controlled or monitored by Schulke Australia (**Linked Sites**).
- 3.2 The appearance of Third Party Content (including any link to a Linked Site) does not imply Schulke Australia's endorsement of that Third Party Content or the Linked Site and Schulke

Australia has no control over, and is not responsible for, any Linked Site or any Third Party Content.

3.3 You access and use Third Party Content and Linked Sites at your own risk and, to the fullest extent permitted by law, but subject to clauses 2.3 and 8.2 below, we disclaim all guarantees and warranties, express and implied, as to the accuracy, value, legality or otherwise of any Third Party Content and any materials or information contained on Linked Sites.

3.4 You should carefully review and comply with the terms of use and privacy policies on all Linked Sites.

4. Intellectual Property

4.1 You may use the Website, including Content, only in the manner permitted by this Agreement.

4.2 All intellectual property rights (including, without limitation, copyright, trademarks, patents, design rights and all other forms of intellectual property rights existing in the world) in the Website, including all Content, are owned by or licensed to us.

4.3 Nothing in this Agreement constitutes a transfer of any intellectual property rights.

4.4 You must not do anything which breaches or otherwise interferes with our intellectual property rights or the intellectual property rights of any Content Provider or any of our other third party licensors.

4.5 You must not distribute, reproduce, publish, alter, modify or create derivative works from any Content without our prior written permission and the relevant Content Provider (if applicable) and you must not exploit any Content for commercial benefit.

5. Website Access and Availability

5.1 We reserve the right to modify, discontinue or disable the Website or any part of the Website (on a permanent or temporary basis) at any time. We will, where reasonably practicable and possible, endeavour to provide you with prior notice of such modifications, discontinuations or disabling by posting such notice on the Website. However, you accept that it may not always be possible to provide such prior notice.

5.2 If you materially breach the terms of this Agreement, we may (at our sole option, and without limiting the remedies available to us in any way) bar you from accessing the Website on a permanent or temporary basis. If this occurs, you must not access or use the Website during the period of your suspension.

6. Website Use

6.1 You must not use the Website to:

- (a) upload or send any content that is, or may be reasonably considered likely to be, material that:
 - (i) is false or misleading, abusive, harassing, threatening, defamatory, offensive, humiliating, vulgar, obscene, pornographic, racist, discriminatory or invasive of another's privacy;
 - (ii) infringes the intellectual property rights of another party;
 - (iii) you do not own;
 - (iv) might encourage any criminal activity;
 - (v) contravenes any applicable laws, regulations, codes or standards;

- (vi) disturbs or damages the Website or its Content;
 - (vii) damages us or any Content Provider, or our reputation; or
 - (viii) otherwise breaches this Agreement;
- (b) transmit any advertising, promotional materials or similar materials without our express written consent;
- (c) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (d) collect any available personal information about an individual other than yourself; or
- (e) upload personal information about an individual other than yourself.
- 6.2 You must not violate the security of, or otherwise hack into, the Website, our computer systems or the computer systems of users or Content Providers of the Website. In this clause, **hack** means any unauthorised access, malicious damage and/or interference and includes, without limitation, spamming, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.
- 6.3 Without limiting clauses 6.1 and 6.2 above, you must comply with all applicable laws, regulations, codes or standards when using the Website.

7. Privacy

- 7.1 Any personal information which we collect through the Website will be handled in accordance with the [Privacy Policy](#).

8. Liability

- 8.1 To the fullest extent permitted by law but subject always to clauses 2.3 and 8.2:
- (a) the Website and all Content is provided to you "as is" and on an "as available" basis, without any representation or endorsement and without warranty or guarantee of any kind and we exclude all representations, warranties, guarantees, terms and conditions, whether express or implied (and including, without limitation, those implied by statute, custom, law or otherwise) except as expressly set out in this Agreement;
 - (b) the information provided on the Website is intended as a guide only, contains only factual information, and should not be construed as advice, either general or personal;
 - (c) we do not guarantee continuous, uninterrupted or secure access to the Website or that its servers are free of computer viruses, bugs or other harmful components or that defects will be corrected. As a result, you may at times experience disruption or other difficulties in using the Website. You should consider the potential for disruption or other difficulties in planning your use of the Website;
 - (d) we exclude all liability for any damages or loss of any kind (including without limitation direct, indirect, consequential, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue, profit or loss or corruption of data) arising in connection with your access to, or use of, or inability to use or access the Website or otherwise in connection with:
 - (i) your use of, or reliance on, the Website (or any of the Content or Linked Sites) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence) statute or otherwise);

- (ii) any disruption or other difficulties in accessing or using the Website; or
- (iii) the accuracy, timeliness, quality, utility or completeness of the information contained on the Website (or in any of the Content or Linked Sites).

8.2 If the statutory provisions outlined in clause 2.3 apply, notwithstanding any other provision of this Agreement, to the extent that we are entitled to do so, our liability is limited in respect of any claim under those provisions to (at its option):

- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
- (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

8.3 You agree to fully compensate and hold harmless us and our officers, employees agents and Content Providers from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses) and penalties suffered or incurred by any of them arising out of:

- (a) your material breach of this Agreement (noting that for the purposes of this clause, any breach of clause 4 or 6 will be deemed material); or
- (b) any act of fraud by or on behalf of you.

8.4 You acknowledge and agree that unauthorised use of the Content by you could cause us (or our third party suppliers or licensors including, without limitation, Content Providers) irreparable harm and that, in the event of unauthorised use, we are entitled to seek an injunction to prevent such use, in addition to any other remedies available at law or in equity.

9. General

9.1 We may provide you with notices in connection with this Agreement by posting such notices on the Website, or where we consider it appropriate, by email or mail if you have provided contact details for that purpose.

9.2 This Agreement and any other documents referred to in this Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes all other representations, arrangements, understandings or agreements and all other communications.

9.3 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

9.4 This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.