

Terms of Use and Notices

Selby's Website Terms of Use and Notices

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AGREEMENT BETWEEN YOU AND SELBYS Pty Ltd (ABN 56 005 571 175) TRADING AS Selby's (ABN 56 005 571 175) 30-36 MARK ANTHONY DRIVE, DANDENONG 3175 VICTORIA AUSTRALIA

This Terms of Use and Notices apply to the Selby's Web Site and does not apply to the content of third parties. The Selby's Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your access to and use of the Selby's Web Site constitutes your agreement to all such terms, the selbys.net Privacy Statement, the selbys.net Copyright and Trade Mark Notice and any other terms contained on this web site ("Terms of Use"), whether or not you become a member of selbys.net

Additional terms may be contained within the Selby's web site. (For example, promotions). In the event that any of the terms, conditions, and notices contained herein conflict with the Additional terms or other terms and guidelines contained within any particular Selby's Web Site, then these terms shall control.

1 What you must do

- 1.1 You must use selbys.net in a responsible manner.
- 1.2 If you are ordering on line, register to become a member.
- 1.3 Submit completed account application form to purchase on credit

2. What you must not do

2.1 You must not:

- (a) Use selbys.net for any activities or post or transmit to or via selbys.net any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes;
- (b) Use selbys.net in a way or post to or transmit to or via selbys.net any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other user from using or enjoying selbys.net;
- (c) Make any fraudulent or speculative enquiries, bookings, reservations or requests using selbys.net
- (d) Use another's name, username or password.
- (e) Post, or transmit via selbys.net, any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings;
- (f) Tamper with, hinder the operation of or make unauthorised modifications to selbys.net;
- (g) Knowingly transmit any virus or other disabling feature to selbys.net; And
- (h) Attempt any of the above acts or permits another person to do any of the above acts.

3. Prices and products and services are subject to change

- 3.1 All products and services offered to be supplied and prices displayed on selbys.net are subject to change without notice.
- 3.2 Selby's reserves the right to make any changes to the information contained in and the layout of this Web Site, including changes to its product range, ordering mechanisms and ordering terms.
- 3.3 For each order, you will be charged the applicable price listed on the website for the relevant goods on the day the order is submitted.
- 3.4 Payment for products ordered through selbys.net may be made by credit card, direct deposit to bank account, cheque, money order or Selby's account.
- 3.5 Prices displayed are in Australian Dollars.
- 3.6 Prices displayed include GST.

4. Delivery

- 4.1 Selby's will confirm your order, but delivery of each item is still subject to its availability on the day your order is sourced and packed. If goods are not available on the delivery day, they will not be delivered as part of your order. Selby's will contact you to let you know of the product's unavailability, and you will not be charged for this product.
- 4.2 Subject to their availability, Selby's will dispatch the consumable goods you order to the address you specify in your order the within three business days or on the date specified by Selby's at the time of order.
- 4.3 All deliveries for hardware (storage) items are negotiated prior to dispatch. Selby's will contact you to confirm convenient delivery date and time.
- 4.4 A person must be at your delivery address to accept the goods on delivery. If there is no one at the delivery address or no one of appropriate age to receive your order when it is delivered, Selby's will contact you to arrange another delivery day and time. Selby's reserves the right to charge a delivery fee for failed delivery attempts.



- 4.5 Once the goods are delivered to you, it is your responsibility if they are lost or damaged.
- 4.6 Delivery charges, if any, are advised prior to the dispatch of your order. Upon your confirmation to accept the charges your order will be dispatched.
- 4.7 Backordered consumable items do not incur additional delivery charges.

5. Returns & Refunds

- 5.1 When a product you purchased from *Selby's* is found to be defective or faulty, *Selby's* will gladly exchange the product or provide a full refund.
- 5.2 If you change your mind about a consumable product or you're not happy with a consumable product you purchased from *Selby's* for any reason, *Selby's* will happily exchange it or refund your money provided the product is in its original packaging, *Selby's* has a record of your purchase or you can provide proof of purchase. Unfortunately, refunds or exchanges are not available on software unless the software is unopened or faulty.
- 5.3 No refund or exchange is possible on customised consumable product.
- 5.4 No refund or exchange is possible on customised storage units (hardware).
- 5.5 You should call *Selby's* on 03 9706 4755 to arrange an exchange or refund.

6. Cancellations

- 6.1 Orders may be cancelled by calling *Selby's* on (03) 9706 4755. However, orders cannot be cancelled once the order is in transit to the customer's premises. In these circumstances, customers must accept that *Selby's* has the right to charge a restocking fee.
- 6.2 Orders for customised products may be cancelled by calling *Selby's* on (03) 9706 4755. However, *Selby's* reserves the right to charge for costs incurred to date of cancellation for customised products.

7. Security

- 7.1 For security reasons we may require you to re authenticate yourself from time to time, for example, after a period of inactivity on the connection between your browser and the selbys.net servers. We are not responsible for any information you may lose if the selbys.net servers terminate your browser session due to prolonged periods of inactivity between your browser and the selbys.net servers.
- 7.2 We have implemented procedures and installed equipment to safeguard the security and confidentiality of your information. We continually review these arrangements to ensure we are doing all that is reasonably and technically feasible at the time to protect your information, although because of the nature of the Internet, we cannot guarantee that it is totally protected from hackers or misuse.

8. Personal and Non-commercial use limitation

- 8.1 The *Selby's* online ordering system is offered predominately to the commercial sector. Personal or non-commercial ordering is available on the condition that payment is received prior to the despatch of goods or upon receipt of goods. Under no circumstances will credit terms be extended to personal or non-commercial purchases.

9. Use of your information and material

- 9.1 When you send us any feedback, suggestions, ideas or other materials in relation to or via selbys.net, you agree that *Selby's* Pty Ltd trading as *Selby's* can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in our Privacy Policy Statement.
- 9.2 To access information we have obtained about you as an individual, you may request access to this information, and if we are reasonably able to do so, provide you this access. Send access requests to sales@selbys.net.
- 9.3 If you believe the information *Selby's* has about you as an individual and/or business entity is inaccurate or outdated or is misleading because it is incomplete and you wish to change this information, please send your request to sales@selbys.net. We will then amend the information as you request, or give you reasons why not.

10. Goods and Services Tax

- 10.1 If GST is imposed on any supply made by us through selbys.net, you must pay to us, in addition to any consideration payable or to be provided by you for this supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable or to be provided (without any deduction or set off) by you under any other clause in these Terms of Use. Any amount payable by you is payable on demand by us, whether such demand is made by an invoice or otherwise.
- 10.2 Members to selbys.net must notify *Selby's* Pty Ltd trading as *Selby's* in the event of a change in their GST status.



11. Termination

11.1 *Selby's* reserves the right, in its sole discretion, to terminate your access to any or all *Selby's* Sites/Services and the related services or any portion thereof at any time, without notice.

11.2 *Selby's* may also terminate or suspend your access to *Selby's* Site/Service(s) for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by *Selby's*. The amount of time that *Selby's* currently considers as an "extended" period of time is 12 months relating to the particular service. Upon termination of the *Selby's* Site/Service, your right to use the *Selby's* Site/Service immediately ceases.

12. General Matters

12.1 This agreement is governed by the law in force in the State of Victoria, Australia, and the parties irrevocably submit to the nonexclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them for determining any dispute concerning this agreement.

12.2 If any of these Terms of Use are invalid or unenforceable, it will be struck out and the remaining terms will remain in force.

12.3 If we do not act in relation to a breach by you of these Terms of Use, this does not waive our right to act with respect to subsequent or similar breaches.

12.4 In this agreement a reference to 'we/us' means a reference to *Selby's* and *Selby's* Pty Ltd both jointly and severally.

12.5 The contents of this Web Site have been prepared for an Australian audience only.

12.6 In addition to these terms and conditions *Selby's General conditions of sale* apply.

13. Modification of these terms of use

13.1 *Selby's* reserves the right to change the terms, conditions, and notices under which the Site/Services are offered, including but not limited to the charges associated with the use of the *Selby's* Site/Services. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the *Selby's* Site/Services constitutes your agreement to all such terms, conditions, and notices.

14. Links to third party sites

14.1 The *Selby's* Site/Services may contain links to third party Web Sites ("Linked Sites"). The Linked Sites are not under the control of *Selby's* and *Selby's* is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. *Selby's* is not responsible for web casting or any other form of transmission received from any Linked Site, nor is *Selby's* responsible if the Linked Site is not working appropriately. *Selby's* is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by *Selby's* of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

14.2 Any dealings with third parties (including advertisers) included within the *Selby's* Site/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. *Selby's* shall not be responsible or liable for any part of any such dealings or promotions.

15. No unlawful or prohibited use

15.1 As a condition of your use of the *Selby's* Site/Services, you will not use the *Selby's* Site/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the *Selby's* Site/Services in any manner that could damage, disable, overburden, or impair any *Selby's* Site/Service(s) (or the network(s) connected to any *Selby's* Site/Service(s)) or interfere with any other party's use and enjoyment of any *Selby's* Site/Service(s). You may not attempt to gain unauthorised access to any *Selby's* Site/Service, other accounts, computer systems or networks connected to any *Selby's* Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the *Selby's* Site/Services.

15.2 Copyright in the design, layout, graphics and other content of this Web Site belongs to *Selby's* Pty Ltd (ABN 56 005 571 175/) trading as *Selby's* Copying, modification, reproduction or distribution of the same without the prior consent of *Selby's* Pty Ltd] is prohibited.

16. Disclaimer and limitation of liability

16.1 You indemnify us and our officers, employees, agents and related bodies corporate from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of or in any way connected to the use of *selbys.net* by you or someone using your name and password.



16.2 To the extent permitted by law, neither we nor any of our officers, employees, agents or related bodies corporate will be liable in any way (including for negligence) for any loss, damage, costs or expenses suffered by you or claims made against you through the use of selbys.net, any failure to provide selbys.net, or in connection with any products, services or information supplied, offered to be supplied or advertised via selbys.net.

16.3 To the extent permitted by law, all warranties, conditions and representations about selbys.net, the availability of selbys.net for access and use, the products and services advertised, offered to be supplied or supplied via selbys.net and the information provided on selbys.net is excluded. If a term is implied by law into these Terms of Use and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in these Terms of Use. However, our liability for breach of such term will be limited, at our option, to one or more of the following (a) in relation to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) The repair of such goods; (iii) The payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired; (b) In relation to services: (i) the supply of the services again; (ii) The payment of the cost of having the services supplied again.

16.4 The information, software, products and services included in or available through the *Selby's* site/services may include inaccuracies or typographical errors. Changes are periodically made to the *Selby's* site/services and to the information therein. *Selby's* and/or its respective suppliers may make improvements and/or changes in the *Selby's* site at any time. *Selby's* aims to include up to date product images of selected goods on the website. However, the product image may differ from the actual goods.

16.5 You specifically agree that *Selby's* shall not be responsible for unauthorised access to or alteration of your transmission or data, any material or data sent or received or not sent or received, or any transaction entered into through a *Selby's* site.

16.6 You specifically agree that *Selby's* is not responsible for any content sent using and/or included in a *Selby's* site by any third party.

16.7 In no event shall *Selby's* and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the *Selby's* site/service, with the delay or inability to sue the *Selby's* site/service or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the *Selby's* site/service, or otherwise arising out of the use of the *Selby's* site/service, whether based on contract, tort, negligence, strict liability or otherwise, even if *Selby's* or any of its suppliers has been advised of the possibility of damages. As some jurisdictions do not allow for the exclusion or limitation of liability of consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the *Selby's* site/service, or with any of these terms of use, your sole & exclusive remedy is to discontinue using the *Selby's* site/service.

16.8 In no event shall *Selby's* and or its suppliers shall not be responsible for any errors or omissions contained in or on this Web Site. You rely on the information contained in this Web Site at your own risk. The information in this Web Site is supplied on condition that any person accessing or using the information will make his or her own determination as to the accuracy and usefulness of the information.

17. Storage Space and other limitations

17.1 You agree that *Selby's* may establish limits concerning use of any *Selby's* Service offered on a *Selby's* Web Site, including without limitation the maximum number of days that order histories will be retained by any *Selby's* Service, the maximum number of orders that may be sent by an account on any *Selby's* Service, the maximum disk space that will be allotted on *Selby's*' servers on your behalf, and the maximum number of times and duration you may access any *Selby's* Service in a given period of time.

17.2 You agree that *Selby's* has no responsibility or liability for the deletion, corruption or failure to store any order histories or other content maintained or transmitted by any *Selby's* Service. You acknowledge that *Selby's* reserves the right to log off accounts that are inactive for an extended period of time.

17.3 *Selby's* makes no warranty that any *Selby's* service will be uninterrupted, timely, and secure or error free.

18. Copyright & Trademark Notices

18.1 All contents of the *Selby's* Web Sites are: Copyright(c) 2009 Selby's Pty Ltd (ABN 56 005 571 175/) trading as *Selby's* and/or its suppliers, 30-36 Mark Anthony Drive, Dandenong 3175 Australia.

18.2 the names of actual companies and products mentioned herein may be the trademarks of their respective owners.

18.3 Any rights not expressly granted herein are reserved.

18.4 You acknowledge that no action should be taken to prejudice the rights of the trademark owner or licensee of any trademarks or logos which appear on the *Selby's* website.



19. To Unsubscribe from the Newsletter

19.1 Go to www.selbys.net and sign in. Once you have successfully logged in, click on the Personal Information menu option in the Members Area. At the end of the page listing your personal information, you will be presented with an option for Newsletter subscription. To unsubscribe from the Newsletter, select the "No" option beside the Newsletter Subscription; this will unsubscribe you from the newsletter.

20. Member Account, Password, and Security

20.1 To place orders on the *Selby's* Web Site on line you are required to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You then will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify *Selby's* immediately of any unauthorized use of your account or any other breach of security. *Selby's* will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by *Selby's* or another party due to someone else using your account or password. You may not use anyone else's password at any time.

21. On Line Shopping

21.1 You are responsible for paying the entire amount due on your purchase, including any applicable taxes, freight and other charges assessed. With respect to freight charges, you will be advised subsequently of the exact amount of freight due on your purchase prior to the despatch of goods.

21.2 You represent and warrant that you are at least 18 years of age and that you possess the legal right to use the *Selby's* on line ordering facility in accordance with the stated terms and usage policies.

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