

## WEBSITE TERMS OF USE (“TERMS”)

By accessing, using or browsing on this website, or by continuing to do so, you expressly accept and agree to be bound by these Terms. In accepting these Terms, you agree that these Terms and our Privacy Policy will apply whenever you access or use this website.

A. Noble & Son Ltd ACN 007 513 395 (“we”, “us” or “our”) may amend these Terms from time to time. Your use of the website after we make amendments to these Terms will oblige you to comply with these Terms as amended. However, we will not change any terms and conditions for an existing order for Goods that has been accepted by us. The terms and conditions that will apply to the order are the terms and conditions that applied at the time you placed your order for Goods.

### 1. Sale of Goods on website

- 1.1 You must have a valid credit or debit card to order goods offered for sale by us on the website (“Goods”). We do not accept international orders through our website. If you wish to order Goods outside of Australia, please contact us on +612 9748 1166 or via email at [sales@nobles.com.au](mailto:sales@nobles.com.au).
- 1.2 We will supply the Goods to you on these Terms and otherwise in accordance with our Standard Conditions of Sale available on this website. To the extent of any inconsistency between these Terms and our Standard Conditions of Sale, these Terms will prevail in respect of the sale of Goods from this website.
- 1.3 You must pay for the Goods at the time you place an order for the Goods on the website. After you place an order for Goods, you will receive an email confirmation from us containing your order details.
- 1.4 Title and risk in the Goods will pass to you upon full payment for the Goods.
- 1.5 We will deliver the Goods Australia-wide using a third party road freight provider contracted to us. Shipping costs are determined by the size and weight of the Goods and your delivery location. Exact shipping costs are calculated in the shopping cart on the website and will be added to your order before final payment.
- 1.6 We will dispatch your order for Goods within one to five business days of receiving your order. However, Goods manufactured or assembled to order may take longer. Standard delivery times are between two and 10 business days. If the Goods are unavailable, delivery may be delayed. If an ordered item is not available, we will notify you within two business days of receiving your order to arrange an agreeable alternative item, a back-order or a full refund for the unavailable Goods. Any guarantees or representations made as to delivery times are subject to any delays resulting from freight delays or circumstances outside of our control for which we will not be responsible.
- 1.7 We use PayPal to process our online transactions. All online transactions performed on this website using PayPal are secured payments. By purchasing Goods on the website, you agree to PayPal’s terms and conditions. For more information on PayPal’s terms and policies, please visit their website at [paypal.com](http://paypal.com).
- 1.8 If the Goods are damaged when you receive them, please email us at [sales@nobles.com.au](mailto:sales@nobles.com.au) within seven days after you have received them so that we can resolve any problems.
- 1.9 Please choose Goods carefully. To the maximum extent permitted by law, we do not give refunds for Goods if you simply change your mind or make a wrong decision and our liability to you in respect of any minor defect to the Goods is (at our election) limited to:
  - 1.9.1 the resupply of the defective Goods to you (by way of repair or replacement); or
  - 1.9.2 refund of the price paid by you for the defective Goods.If the Goods suffer a major defect, you may choose, to the extent permitted by law, to obtain a full refund or replacement for the Goods or keep the defective Goods and seek compensation for the reduction in value of the Goods.
- 1.10 You will comply with our directions and provide all requested information to us in respect of any product recalls for the Goods.
- 1.11 All of our prices for Goods are in Australian dollars and include goods and services tax (GST). Product prices may be updated if price changes are received from our suppliers. If you find a cheaper advertised price for the Goods elsewhere, please contact us with the details of the cheaper price and we will use our reasonable endeavours to provide you with a more competitive price for the Goods.

### 2. Intellectual property

- 2.1 All intellectual property in this website, its content and the Goods, including copyright, any trade marks and any other intellectual property rights in or associated with this website and the Goods is owned or licensed to us.
- 2.2 You must not do or allow any third party to do anything which may infringe, damage or endanger our intellectual property rights or the intellectual property rights of a third party in respect of the website, its content and the Goods.

### 3. Privacy

We will collect, hold and use your personal and credit related personal information (“personal information”) in accordance with our Privacy Policy available on this website. Our Privacy Policy sets out:

- 3.1 the purposes for which your personal information is collected;
- 3.2 the consequences if your personal information is not provided to us;
- 3.3 the third parties to which we disclose your personal information;
- 3.4 how you may seek access or correction of your personal information;
- 3.5 whether your personal information is likely to be disclosed to overseas entities and in which countries; and
- 3.6 how you can complain about a breach of our obligations in respect of your personal information and how such a complaint will be dealt with.

#### 4. **Security**

- 4.1 We take all reasonable steps to ensure the security of our systems. Any information which we hold for you is stored on secure servers. In addition, our employees and the contractors who provide services relating to our information systems (as applicable) are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for any loss that may arise from unauthorised access to your personal information subject to any negligence or breach of law on our behalf.
- 4.2 The website may contain links to other websites. We are not responsible for the privacy practices or the content of such websites. We accept no responsibility for and you release us from any liability that may arise from your use of a third party website.
- 4.3 We exercise all due care to ensure that your information is secure on our system. However, the possibility exists that the information could be unlawfully observed by a third party while the data is being transmitted over the internet or while stored on cloud based servers. You release us from any liability that may arise if any other persons obtain the information you submit to the website, subject to any negligence or breach of law on our behalf.

#### 5. **No representations and warranties**

- 5.1 We warrant that the Goods are of merchantable quality. To the maximum extent permitted by law, we do not provide any other representations or warranties relating to this website, its availability or the Goods. To the maximum extent permitted by law, no guarantee or warranty is given as to the accuracy or completeness of all or any statements, technical information, diagrams or recommendations contained in this website. You must determine the relevant recommendations for your own particular application, either alone or in conjunction with other recommendations, and to the maximum extent permitted by law, you assume all risk and liability in doing so.
- 5.2 We will not be responsible in any way for the availability of the website subject to any negligence, breach of law or circumstances within our reasonable control. We will use commercially reasonable endeavours (taking into account our internal standards, written or otherwise) to maintain the performance of this website where this is within our direct control.
- 5.3 We do not warrant that the website will operate error-free or that the website and its server are free from computer viruses or other harmful mechanisms.

#### 6. **Risks and release from liability**

To the maximum extent permitted by law and subject to any negligence or breach of law on our behalf:

- 6.1 we accept no liability for any loss or damage howsoever arising (including any indirect or consequential loss) to any person or corporation who may rely on the information contained on this website for any purpose or as a result of the use of or access to this website or use of the Goods; and
- 6.2 you release us from all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute which you or anyone claiming through you may have, or might at any time have or have had against us in respect of, arising out of or resulting from access, attempted access or use of the website or use of the Goods.

#### 7. **Third party data**

We are not responsible for the content of any data on or accessed through the website that is not originated by us. We exercise no direct supervision or control over the content of such data. We do not assume any responsibility for data not actually provided or expressly authorised by us. The responsibility for data that does not conform to these Terms and all possible consequences lie with the provider or sender of the data. You will be responsible for all data transmitted to or through the website through your account login on the website.

#### 8. **Acceptable uses**

You must use the website responsibly and within the law. It is your responsibility to:

- 8.1 use the website in a manner which does not violate any applicable laws or regulations;
- 8.2 respect the legal protection afforded by copyright, trade mark, license rights and other laws to data accessible via the website;
- 8.3 respect the privacy of others;

- 8.4 use the website in a manner which does not interfere with or disrupt other users of the website, services or equipment;
- 8.5 refrain from acts that waste resources or prevent other users from receiving the full benefit of the website;
- 8.6 use the website lawfully, ethically and in accordance with accepted community standards; and
- 8.7 maintain the security and confidentiality of all login details provided to you in respect of the website.

## 9. **Unacceptable uses**

- 9.1 You must not use the website in any way which breaches local, state, federal or international laws or regulations. Without limiting that, you must not:
  - 9.1.1 violate copyright, trademark or other intellectual property rights;
  - 9.1.2 illegally store, use or distribute software owned by or licensed to us;
  - 9.1.3 transmit threatening, obscene or offensive materials;
  - 9.1.4 discriminate or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - 9.1.5 misrepresent or defame others;
  - 9.1.6 commit fraud;
  - 9.1.7 damage, modify or destroy any of our or any other person's files, data, passwords, devices or resources;
  - 9.1.8 make an unauthorised transmission of confidential information or data protected by trade secrets;
  - 9.1.9 engage in misleading or deceptive on-line practices;
  - 9.1.10 conduct any business or activity or solicit the performance of any activity that is unlawful;
  - 9.1.11 impersonate any person, or misrepresent your identity or affiliation with any person; or
  - 9.1.12 attempt to do any of these things.
- 9.2 You must not use the website to interfere with or disrupt the website or other users, services or equipment. In particular, for example, you must not:
  - 9.2.1 distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists;
  - 9.2.2 send unsolicited commercial messages;
  - 9.2.3 initiate or spread computer worms, viruses or other types of malicious programs;
  - 9.2.4 make transmissions of any type or quantity which adversely affect the operation of the website or jeopardises the use of the website, or its performance for other users of the website;
  - 9.2.5 harass or impersonate us, the website or other users of the website;
  - 9.2.6 engage in conduct which causes a threatened or actual nuisance to other users of the website; or
  - 9.2.7 violate or attempt to violate the security of the website.

## 10. **Our rights**

- 10.1 You will indemnify us against all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute that we suffer or incur as a result of any breach of these Terms by you.
- 10.2 Without limiting any of our other rights, if you breach any term of these Terms, we will have the right to:
  - 10.2.1 confiscate or destroy or require you to return or destroy, at your cost, all material that you have obtained from the website (others than any Goods for which you have paid for in full);
  - 10.2.2 require you to delete or otherwise permanently remove from any electronic device, information you have obtained from the website, using any means reasonably necessary;
  - 10.2.3 suspend or terminate your access to the website; and
  - 10.2.4 take any other action against you.
- 10.3 These Terms are governed by and are to be interpreted pursuant to South Australian law and users of the website submit to the exclusive jurisdiction of South Australian courts in respect of any disputes under or related to these Terms or a user's access to or use of the website.

## 11. What we may do to ensure that these Terms are being followed

11.1 We may (but are not obliged to) monitor your use of the website to determine whether these Terms are being followed. If we monitor your use, we will safeguard your privacy unless doing so would involve us concealing a criminal offence, be contrary to law or inhibit the enforcement of these Terms.

11.2 If we become concerned that your use of the website may break the law or that you have not complied with these Terms, we will generally attempt to contact you before taking action (if possible).

11.3 If we believe that your use of the website may break the law or that you have not complied with these Terms we may:

11.3.1 notify you by email (if possible);

11.3.2 suspend or terminate your access to the website without notice; and/or

11.3.3 notify and provide relevant information to the authorities, as appears appropriate in the circumstances.

## 12. Limitations

12.1 Whilst we will make all commercially reasonable efforts to post a prior warning on the website, we may from time to time suspend, disconnect or deny access to the website, without notice to you during any technical failure, modification or maintenance affecting the website, provided that we will use commercially reasonable endeavours (taking into account our internal standards, written or otherwise adopted) to procure the resumption of the website as soon as reasonably practicable.

12.2 Without notice to you, we may remove, amend or alter any material or data in the website upon being made aware of any claim or allegation or risk of a claim or allegation that any such material or data is unlawful, defamatory, offensive or in breach of a third party's rights.