

(Website Addendum)

These terms and conditions apply if the goods sold are purchased using the on-line ordering facility on the Godfrey Hirst website www.godfreyhirst.com. Should any provisions of these terms and conditions be inconsistent with the general terms and conditions of trade, these terms will prevail to the extent of such inconsistency.

Use of On-line Ordering facility

To use this on-line ordering facility, you must have an active current credit account with Godfrey Hirst. Credit facilities are available and will be negotiated on a confidential basis. Credit terms will not automatically be granted. Should you wish to apply for a credit facility, please contact our credit department at our Head Office on (03) 5225 0222 or your local sales representative.

If you need assistance in operation of the on-line ordering facility at our website you can always contact us on **1300 300 821** between 8.30am - 5pm AEST Monday to Friday (excluding public holidays), or email ghirst@godfreyhirst.com for assistance

Acknowledgment and acceptance of Terms and Conditions

Please note that by accessing this website you agree to be bound by its terms, conditions, disclaimers and limitations of liability ("Terms and Conditions") which incorporate Godfrey Hirst terms and conditions of trade together with these terms. Godfrey Hirst reserves the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you. By using the website, you acknowledge that you have read and understood these Terms and Conditions.

Copyright

Copyright in the Godfrey Hirst website is property of Godfrey Hirst. Material on this website may also comprise copyright material, trademarks and registered trademarks which are the property of Godfrey Hirst and third parties. This property may only be used for the purposes of browsing the Godfrey Hirst website and acquiring goods and services of Godfrey Hirst.

Virus Warning

All care is taken to ensure that Godfrey Hirst websites and data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses

Disclaimer

The information contained on the website is provided by Godfrey Hirst in good faith. To the best of Godfrey Hirst's knowledge, the information is accurate and current. However, Godfrey Hirst and its related bodies corporate, any of their officers, employees, or agents do not make any representation or warranty as to the accuracy or completeness of the information.

To the fullest extent permitted by applicable law, Godfrey Hirst disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement. Godfrey Hirst makes no warranty that this website, any information or ideas contained on this website or any products or services will meet your requirements.

You further acknowledge and agree that, subject to clause 10 of the Godfrey Hirst terms and conditions of sale, Godfrey Hirst will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on behalf of you, through the website.

On-line ordering

As a Godfrey Hirst on-line account holder, you are responsible for maintaining the confidentiality of your own account number and password. You agree to take responsibility for all activities that occur under your account and password.

Sign out or close your browser once you have finished using our website. This is to ensure that other cannot access your personal information and correspondence. If you share a computer with someone or a using a computer in a public place, you are responsible for the security of and access to your computer.

Should you lose your account number or other log-in details or password please call 1300300821 or email ghirst@godfreyhirst.com

Placing and Accepting Orders

Placement of an order using the on-line ordering system by you constitutes an offer to enter into an agreement with us ("your offer"). Upon confirmation of the order by Godfrey Hirst, an order confirmation number will be issued which will constitute an acceptance of your offer and **a tax invoice will be emailed to you at the email address as specified in your customer account details. (what does happen???)**

Prices

Prices of goods and services and delivery and other charges displayed on the Godfrey Hirst website are current at the time of display. These prices are subject to variation without notice.

Product Information

We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that product descriptions or other content of the website is accurate, complete, reliable, current or error free.

Product images on the website will vary in colour due the many factors such as monitor type, scan quality, lighting arrangements etc. Images do not seek to duplicate the exact visual appearance, but serve merely as a guide or point of reference. .

All products on the Godfrey Hirst website shown in stock should be immediately available for despatch from our warehouse. However, if due to circumstances beyond our control any products ordered which are shown in stock are not available, we will advise you of any delay by phone or email.

Any anticipated delivery dates provided for products not currently in stock are an estimate only. Godfrey Hirst will use reasonable endeavours to deliver the goods on or before the delivery date specified however, Godfrey Hirst will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) costs, damages, charges or expenses caused directly or indirectly by any failure to deliver on the delivery date the goods sold (even if caused by Godfrey Hirst's negligence). Late delivery of the goods sold will not entitle the customer to rescind or repudiate any agreement.

The customer acknowledges that the description of the goods sold shall be as set out in the Godfrey Hirst order confirmation. All images on the website, drawings, descriptive matter, specifications and advertising issued by Godfrey Hirst and any descriptions or illustrations contained in Godfrey Hirst's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods sold described in them and do not form part of the contract for provision of goods