

**Trading terms and conditions of Laminar Communications Pty Ltd**  
**ABN 27 080 749 613**

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods.

We are: Laminar Communications Pty Ltd  
Our address is: P.O. Box 121, ALBION QLD 4010 AUSTRALIA  
You are: A visitor to Our Website or our customer in general.

**The terms and conditions**

**1 Definitions**

In this agreement:

- "Carrier" means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.
- "Our Website" means the entire computing hardware and software installation that is or supports Our Website.
- "Goods" means any of the Goods we offer for sale on our Website or directly.
- "Content" means any material in any form published on Our Website by us or any third party with our consent.
- "Material" means Content of any sort posted by you on Our Website
- "Credit Account" means a credit facility with us that has been established after a credit application has been supplied by you and accepted by us.

**2 Our contract with you**

These terms and conditions apply:

- 2.1 So far as the context allows, to you as a visitor to Our Website; and
- 2.2 in any event to you as a buyer or prospective buyer of our Goods.
- 2.3 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.
- 2.4 Unfortunately, we cannot guarantee that Goods advertised on our website are available. We will do our best to accommodate your needs if something is not available for some reason.
- 2.5 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 2.6 If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
- 2.6.1 accept the alternatives we offer;
- 2.6.2 cancel all or part of your order;
- 2.7 If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.8 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than [14] days from the date of your order.
- 2.9 Unless otherwise offered by us and to the extent permitted by law, Goods offered are supported by the manufacturer of the Goods not from us. That is, warranty and manufacturer support may require you to deal with the manufacturer of the Goods to resolve problems.

**3 Your account with us**

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4 We reserve the right to refuse you access to Our Website.

**4 Price and Payment**

- 4.1 It is possible that the price may have increased from that posted on our Website. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2 Prices include Australia GST. If you show by your delivery address that you reside outside Australia, we will refund to you the amount charged as GST.
- 4.3 Delivery is not included in the price of the Goods. It will be specified separately and must be paid with the order.
- 4.4 If you order more than one item, you must pay us the full price of your order before we will send any part of it.
- 4.5 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian will be borne by you.
- 4.6 Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 4.7 You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

- 4.8 If purchasing on Credit Account:
- 4.8.1 Payment falls due and is payable within the payment terms on the invoice.
  - 4.8.2 You will pay us interest on any overdue accounts from the day the amount became due at a rate from time to time applied by The National Australia Bank on standard business loans plus (2%) two percent.
  - 4.8.3 Pending payment in full for the Goods you must not provide the Goods, security (part or in full) in the Goods, or sell the Goods to any other party. You must also ensure that the goods are insured for their replacement (new) value.
  - 4.8.4 We reserve the right to grant a Credit Account. A Credit Account will only be provided to you after three (3) months of satisfactory trading with us, or you provide good trading references or at our discretion.
  - 4.8.5 We reserve the right to cancel the Credit Account at any time without notice.

## **5 Delivery**

- 5.1 Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone 18 years or older is present to accept delivery.
- 5.2 If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 5.3 We may deliver the Goods in installments if they are not all available at the same time for delivery.
- 5.4 Goods are sent at our risk until signed for by you or by any other person at the address you have given to us. Title is transferred to you upon payment in full.
- 5.5 If Goods are sent by post, we will send you a message by email to tell you when we have despatched your order.

## **6 Foreign taxes, duties and import restrictions**

- 6.1 If you are not in Australia, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

## **7 Goods returned**

- These provisions apply in the event that you return any Goods to us for any reason:
- 7.1 You must tell us by email message to admin@laminar.net.au you that you would like to return goods, specifying exactly what goods with proof of purchase, and giving full details of the defect or other reason for return. We will then issue a returns note if applicable. If you send goods to us without a returns note we may not be able to identify sufficient details to enable us to attend to your complaint. This may mean we are unable to provide a credit or a substitute.
  - 7.2 We do not accept returns unless there was a defect in the Goods at the time of purchase or we have agreed in correspondence that you may return them.
  - 7.3 The Goods must be returned to us as soon as any defect is discovered..
  - 7.4 Goods are offered and sold with a manufacturer's warranty unless otherwise noted. We will honour any return process endorsed by the manufacturer or wholesaler and help you with this process if we can.
  - 7.5 So far as possible, Goods should be returned:
    - 7.5.1 with both goods and all packaging as far as possible in their original condition;
    - 7.5.2 securely wrapped;
    - 7.5.3 including our delivery slip;
    - 7.5.4 at your risk and cost.

## **8 Clearance Goods**

From time to time We may offer Clearance Goods. Clearance Goods are Goods that are new, ex-demonstration, ex-rental, second hand, discontinued, refurbished, or have some minor cosmetic damage. Clearance Goods are offered on a first come first serve basis, may have special manufacturer warranty limitations and are sold on a non-return basis.

## **9 Disclaimers**

- 9.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 9.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 9.3 We give no warranty and make no representation, express or implied, as to:
  - 9.3.1 the adequacy or appropriateness of the Goods for your purpose. The manufacturers of the Goods provide specifications of their products and these should be verified by you.
  - 9.3.2 the truth of any Content on Our Website;
  - 9.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
  - 9.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.
  - 9.3.5 compliance with any law;
  - 9.3.6 non-infringement of any right.
- 9.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 9.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 9.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased in the previous 6 months.

## **10 Content and Intellectual Property Rights**

- 10.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 10.2 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.
- 10.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 10.4 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 10.5 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.
- 10.6 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **11 Your email address**

- 11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

## **12 Your Material**

- 12.1 If you post any Material in Our Website, you warrant that you own the copyright in it and you accept all risk and responsibility for it. You grant to us the right to edit, copy, publish, distribute, translate and otherwise use it in any medium and for any purpose.
- 12.2 You agree that if you do post any Material on Our Website, in doing so, you grant to us a non-exclusive, irrevocable, royalty-free, right in perpetuity to use that Material in any way whatever, throughout the World in any medium. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Material.
- 12.3 You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request.
- 12.4 You represent and warrant that:
- 12.4.1 you own the rights to all of the Material that you post;
  - 12.4.2 any fact stated in your Material is accurate;

## **13 System Security**

- 13.1 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 13.2 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 13.3 You may not use any software tool for the purpose of extracting data from our website.
- 13.4 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

## **14 Acceptable use Policy**

- As a condition of your use of Our Website, you agree to comply with these provisions:
- 14.1 You will not use or allow anyone else to use the Web Site to post or otherwise publish:
- 14.1.1 copyright works;
  - 14.1.2 commercial audio, video or music files;
  - 14.1.3 any Material which violates the law of any established jurisdiction;
  - 14.1.4 unlicensed software;
  - 14.1.5 software which assists in or promotes: emulators, phishing, hacking, password cracking, IP spoofing;
  - 14.1.6 links to any of the material specified in this paragraph;
  - 14.1.7 pornographic Material;
  - 14.1.8 any Material promoting discrimination or animosity to any person on grounds of gender, race or colour.
- 14.2 You will not use the Services for spamming. Spamming includes, but is not limited to:
- 14.2.1 The bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
  - 14.2.2 The sending of junk mail;
  - 14.2.3 The use of distribution lists that include people who have not given specific permission to be included in such distribution process;
  - 14.2.4 Excessive and repeated posting off-topic messages to newsgroups;
  - 14.2.5 Excessive and repeated cross-posting;
  - 14.2.6 Email harassment of another Internet user, including but not limited to, transmitting any threatening, libellous or obscene Material, or Material of any nature which could be deemed to be offensive;
  - 14.2.7 The emailing of age inappropriate communications or content to anyone under the age of 18.

## **15 Indemnity**

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

## **16 Miscellaneous provisions**

- 16.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 16.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 16.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 16.4 You will comply with any terms and conditions of any licence agreement applicable to the Goods (or any part thereof) purchased. You may not copy the Goods except for the purpose of system maintenance, nor may you transfer it nor allow any other person to use it. You will not reverse engineer, reverse assemble, reverse compile, or decrypt the Goods and you will not permit a third party to do the same.
- 16.5 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.6 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 16.7 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.8 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 16.9 This Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

## **17 Assignment**

The Purchaser must not assign, charge or otherwise dispose of any of the benefits or the burdens of any contract with us without the prior written consent of us.

## **18 Termination**

- 18.1 Any right that you have to sell or otherwise retain in its possession Goods or intellectual property over which title has not passed and any arrangement whereby we have provided credit to the you shall immediately terminate if:
- 18.1.1 We notify you that you have failed to pay punctually moneys due or otherwise observe these Terms and Conditions; or.
  - 18.1.2 We notify you of our view that you or any of its related bodies corporate is in financial difficulties; or
  - 18.1.3 any levy or enforcement of distress or execution is made upon or against any property of you; or
  - 18.1.4 you commit an act of bankruptcy, or is deemed to be unable to pay its debts for the purposes of the Corporations Law; or
  - 18.1.5 you sell the whole or a material part of its business; or
  - 18.1.6 any guarantor of your indebtedness to us revokes its guarantee.
- 18.2 Upon termination of any right or arrangement in accordance with this clause:
- 18.2.1 you shall not be entitled to any compensation with respect of such termination
  - 18.2.2 we may complete any order from you which is unfulfilled at the time of termination
  - 18.2.3 we shall not be obliged to accept for return or credit any Products or Intellectual Property
  - 18.2.4 you shall forthwith return to us all price lists, catalogues and manuals previously supplied to you.
- 18.3 Termination is without prejudice to any right or obligation which may have accrued prior to termination.

## **19 Force Majeure**

- 19.1 Neither party will be liable for any loss incurred as a result of delay or failure to observe any of these Terms and Conditions (other than an obligation to pay money) due to an event of force majeure, being any cause or circumstance beyond the party's control, including but not limited to any failure or delay in performance caused by any strikes, lock-outs, labour disputes, fires, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi-governmental authorities or embargoes.
- 19.2 During the continuance of an event of force majeure each party's obligations hereunder (other than to pay money) shall be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.