

# Muller Martini Australia Pty Ltd's Online Terms and Conditions

## 1. General

- 1.1. This website at [www.mullermartini.com/au](http://www.mullermartini.com/au) (the "Site") is a shopping website where you can browse, select and order products advertised on the Site from Muller Martini Australia Pty Ltd A.B.N. 26 074 999 947 ("MMAU", "us" or "we").
- 1.2. Please read these terms and conditions before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.
- 1.3. Your access to and use of the Site, including your order of Products through the Site, is subject to these terms and conditions.

## 2. Disclaimer

- 2.1. The information contained in this Site is provided in good faith on an "as is" basis. MMAU does not represent or warrant to the reliability, accuracy or completeness of the information contained on this Site. You agree that MMAU is not responsible or liable for any Liabilities (direct, indirect or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this Site.
- 2.2. Illustrations and photos contained in this Site are sample representation of the Products advertised, and variations may occur from time to time and from store to store.

## 3. Links

The Site may contain links to external websites that are not operated by us or our related bodies corporate. MMAU does not make any endorsements, or representation as to the accuracy of information contained within those websites. These links are provided for your convenience only and you agree that:

- 3.1. we make no representations or warranties, or have any responsibility or liability for those websites;
- 3.2. these links do not indicate, expressly or impliedly, that we endorse the site or the products or services that are provided at those sites; and
- 3.3. you access and use the products and services made available at those sites solely at your own risk.

## 4. Intellectual Property

- 4.1. You:
  - 4.1.1. acknowledge that the copyright in the Site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the "Materials") are owned by or licensed to us;
  - 4.1.2. must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and

- 4.1.3. must not frame or embed in another website any of the material appearing on this Site without our prior written consent.
- 4.2. You may:
  - 4.2.1. store a reproduction of the content on this Site on your local computer for the sole purpose of viewing the content and Materials; and
  - 4.2.2. print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.
- 4.3. This Site contains registered trade marks and other trade marks which are protected by law. You must not use any of the marks or trade marks appearing on the Site or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on the Site that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner's consent.

## **5. Viruses**

- 5.1. MMAU does not claim that any information (including any files) obtained from or through this Site is free from viruses or other faults or defects.
- 5.2. You are responsible for scanning any information for viruses.
- 5.3. You agree that MMAU has no responsibility or liability to you or any other person for any loss or damage (whether direct, indirect, consequential or economic), regardless of cause, negligence or otherwise, which may be the direct or indirect result of any such information.
- 5.4. If MMAU is found to be liable this will be limited to the cost of supplying the information again.

## **6. Compliance with these Terms and Conditions**

You agree to bound by, and comply with, these terms and conditions by:

- 6.1. using the Site;
- 6.2. completing your registration through the Site; and/or
- 6.3. obtaining or ordering Products from us using the Site.

## **7. Changes to these Terms and Conditions**

We may change these terms and conditions at any time, and such modifications will be effective as soon as they are posted. By continuing to use the Site after these terms and conditions have been modified, you agree to be bound by the changes to these terms and conditions. If you have an order 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.

## **Online Shopping**

### **8. Registration**

- 8.1. You may complete the customer registration process through the Site before placing an order for Products through the Site. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy contained on this Site.
- 8.2. You may not have more than one active account, and your account is non-transferable. You may update, edit or terminate your account at any time through the Site.
- 8.3. If you choose to use a workplace email address for your account or to access the Site, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.

### **9. Placing an Order for Products**

- 9.1. You may order Products by selecting and submitting your order through the Site in accordance with these terms and conditions.
- 9.2. Any order placed through this Site for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the order.
- 9.3. We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site.
- 9.4. You agree to provide us with current, complete and accurate details when asked to do so by the Site.

### **10. Acceptance or Rejection of an Order**

- 10.1. We reserve the right to accept or reject your order for any reason, including (without limitation) if the requested Product is not available, if there is an error in the price or the product description posted on the Site or in your order.
- 10.2. Each order placed for Products through the Site that we accept results in a separate binding agreement between you and us for the supply of those Products. For each order accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions.
- 10.3. If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

### **11. Cancelling an Order**

- 11.1. We may cancel any part of an order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:
  - 11.1.1. the requested Products in that order are not available; or
  - 11.1.2. there is an error in the price or the product description posted on the Site in relation to the relevant Product in that order; or

11.1.3. that order has been placed in breach of these terms and conditions.

11.2. If we do so, then we will endeavour to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these terms and conditions.

## 12. Delivery of Products

Please allow at least ten (10) working days for delivery from the receipt of your order and payment for your order. Delivery time is subject to stock availability, this period may be extended by up to 30 days.

## 13. Prices, Fees and Charges

13.1. Prices

13.1.1. The prices of Products and delivery and other charges displayed on this Site are current at the time of issue, however, MMAU reserves the right to change prices at any time.

13.1.2. All prices shown on this Site are in Australian Dollars (AUD).

13.1.3. We will charge you, and you agree to pay, the following fees and charges in relation to an order that we accept (as applicable):

13.1.3.1. the purchase price of each Product that is ordered;

13.1.3.2. the delivery fee for delivering the Products to you; and

13.1.3.3. any other fees and charges set out in these terms and conditions.

13.1.4. All fees and charges identified in these terms and conditions and all prices for the Products as shown on the Site are inclusive of GST (unless otherwise indicated).

13.2. Price

13.2.1. The purchase price of each Product is shown on the product list on the Site at the time you place your order. The purchase price of a Product on the Site may not be the same or correspond to the prices in any of our store for the same Product.

13.2.2. You acknowledge that we are not required or obliged to match any prices for any Products, including matching any prices for a Product that is available through the Site at our store or vice versa.

13.3. Delivery Fees

13.3.1. Delivery fee is generally included in the price of each Product unless, the part is of unusual size / dimension or weight and cannot be sent by our usual courier. In this case the freight will be charged separately and accordingly. A number of different delivery methods may be used depending on the type of order.

- 13.3.2. Express / UPS freight is charged additionally and accordingly.
- 13.3.3. If the delivery is by courier, products will not be delivered to an unattended address. The courier requires a signature from an occupant at the specified delivery address. If no one is available to sign for the parcel a card will be left and the parcel re-directed to the nearest Courier depot. The customer is then responsible for collecting the parcel from that depot or paying an additional charge for re-delivery.
- 13.3.4. You acknowledge and agree that you may incur additional delivery fees/freight charges (in excess of the fees and charges specified above) for:
- 13.3.4.1. special, non-stock and/or bespoke items;
  - 13.3.4.2. heavy, bulky and/or awkward items;
  - 13.3.4.3. express or urgent deliveries; or
  - 13.3.4.4. bulk or large quantity orders.

#### **14. Your Obligations**

You covenant and warrant that:

- 14.1. all information and data provided by you to us through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
- 14.2. the person receiving the Products at the Delivery Address is authorised by you to do so;
- 14.3. you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us;
- 14.4. you will ensure that your LoginID and password that is used to access the Site and the details of your account is kept in a safe and secure manner;
- 14.5. you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your LoginID and password or account, or any other security breach relating to your account;
- 14.6. you will promptly advise us of any changes to your information provided to us as part of the customer registration process;
- 14.7. you are responsible for any costs associated with your access to or use of the Site, including Internet access fees;
- 14.8. you are responsible and liable for any person that uses your LoginID and password to order Product(s) through the Site;
- 14.9. you agree that we may charge you for all Products that we agree to supply to you that have been ordered using your LoginID and password through the Site;
- 14.10. you will check the labels on the Products before consumption or use; and
- 14.11. You will not:

- 14.11.1. use the Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- 14.11.2. use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;
- 14.11.3. make fraudulent or speculative enquiries, purchases or requests through the Site;
- 14.11.4. use another person's details without their permission or impersonate another person when using the Site;
- 14.11.5. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- 14.11.6. tamper with or hinder the operation of the Site;
- 14.11.7. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
- 14.11.8. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
- 14.11.9. modify, adapt, translate or reverse engineer any portion of the Site;
- 14.11.10. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- 14.11.11. reformat or frame any portion of the web pages that are part of the Site;
- 14.11.12. create accounts by automated means or under false or fraudulent pretences;
- 14.11.13. use the Site to violate the security of any computer or other network or engage in illegal conduct;
- 14.11.14. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- 14.11.15. use the Site other than in accordance with these terms and conditions; or
- 14.11.16. attempt any of the above acts or engage or permit another person to do any of the above acts.

## **15. Warranty and Liability**

- 15.1. MMAU accepts liability for all legal guarantees and warranties expressed or implied to the transactions under the Trade Practices Act 1974 (Cth), the Competition and Consumer Act 2010, or any other legislation (such as the Fair Trading Acts (or equivalent legislation) in each State and Territory) the effect of which cannot be excluded.

- 15.2. Where any law implies in this agreement any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in this agreement. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):
- 15.2.1. in the case of services: the resupply of the services; or the payment of the cost of resupply; and
- 15.2.2. in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.
- 15.3. Subject to clauses 15.1 and 15.2, we exclude all implied terms and warranties whether statutory or otherwise, relating to the Site or the subject matter of this agreement. You acknowledge that the Site is provided "as is" and that we do not make any warranty or representation as to the suitability of the Site or a Product for any purpose.
- 15.4. Subject to clauses 15.1 and 15.2, we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to this agreement.
- 15.5. Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.
- 15.6. Nothing in these terms and conditions is intended to limit or exclude any liability that cannot be excluded by law.
- 15.7. You agree to indemnify and keep MMAU, its directors and employees indemnified against all Liabilities which MMAU, its directors or employees suffers, pays, incurs or is liable for of and incidental to any failure by you to comply with these terms and conditions.

## 16. Returns

- 16.1. Unless you notify MMAU to the contrary by email, telephone, or facsimile transmission within fourteen (7) days of delivery of any Products and such notification is confirmed in writing within seven (5) days of its receipt by MMAU, the Products shall be deemed to have been accepted by you.
- 16.2. MMAU will accept product returns and provide you with (at MMAU's discretion) a replacement for the Product (subject to availability) an exchange voucher, refund or repair where:
- 16.2.1. The Product delivered is faulty or is not of merchantable quality, or
- 16.2.2. The Product delivered is not fit for its intended purpose, or
- 16.2.3. The Product delivered does not match the description on the Site.
- 16.3. If the Product delivered is faulty, not of merchantable quality, not fit for its intended purpose, does not match the description on the Site or covered under a warranty from the manufacturer, then please contact us on phone : +61 (0) 2 8707 7300 or fax : +61 (0) 2 9773 1247 or email [jstanbridge@mullermartini.com.au](mailto:jstanbridge@mullermartini.com.au) and one of our Customer Service Team will assist with your request. To enable us to evaluate your return request, please provide us with:
- 16.3.1. the Order number, invoice number or receipt number;

- 16.3.2. a detailed description of the problem or the reason for your request to the return the Product;
  - 16.3.3. photograph(s) of product that is damaged during transportation (if it's required we will advise you which email address to send it to);
  - 16.3.4. your name and contact details.
- 16.4. We will evaluate your return request and issue you with a Returns Authorisation Notice once we have received details of your return request. We will send you full return instructions and return address. If we feel the problem described requires clarification we may contact you to clarify in order to provide more efficient service.
- 16.5. Where the Product is covered by a warranty from the manufacturer of the Product, we recommend you first contact the relevant manufacturer if you experience any difficulties or have any concern regarding the relevant Product.

## **17. Suspension of Account**

- 17.1. We may:
- 17.1.1. lock, suspend or delete your account or access to the Site at any time without prior notice to you; or
  - 17.1.2. cease providing the Site or any other product or service that may be available through the Site at any time.
- 17.2. If we lock, suspend or delete your account under clause 16.1, then we will refund all credits that you are entitled to receive under these terms and conditions by direct deposit to your nominated account once we have conducted all our verification and other relevant checks.

## **18. Termination**

- 18.1. We may terminate this agreement for convenience at any time on notice to you. Without qualifying the foregoing, we may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these terms and conditions and:
- 18.1.1. the breach cannot be remedied; or
  - 18.1.2. you fail to the remedy the breach within 10 days of our notice to you of that breach; or
  - 18.1.3. if there is an emergency.
- 18.2. You may stop using the Site at any time and for any reason.
- 18.3. We may stop making the Site (or any part of it) available without prior notice. If so, any orders that we have accepted will not be affected by this unless the Products that have been ordered is no longer available or we are prevented from supplying the Products, in which case, we will notify you and valid payments will be returned in accordance with these terms and conditions.

## 19. General Provisions

- 19.1. If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
- 19.2. This agreement is governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

## 20. Privacy Policy and Your Personal Information

- 20.1. Collection of Your Personal Information
- 20.1.1. We are committed to supporting the "National Privacy Principles for the Fair Handling of Personal Information" and ensuring that our privacy policy complies with the requirements of the Privacy Act.
- 20.1.2. When you provide us with personal details (including but not limited to) your name and contact details, the information will be used as permitted by you and only for legitimate business reasons and we have established policies and procedures to ensure that all your personal information is handled in accordance with the law.
- 20.1.3. So that we can fulfil your order and generally provide products and/or services to you, we may ask for personal details such as your name, address, telephone number, email address, merchandise information (purchases, orders etc), method of payment, and/or your preferences.
- 20.1.4. Generally, you have no obligation to provide any information requested by us however, if you choose to withhold the requested information, we may not be able to provide you with the goods and/or services that depend on the collection of that information.
- 20.1.5. The personal information that we ask for is generally used to:
- 20.1.5.1. provide goods and/or services to you;
  - 20.1.5.2. deliver products or services to you;
  - 20.1.5.3. complete other transactions with you or on your behalf;
  - 20.1.5.4. better understand your requirements and preferences;
  - 20.1.5.5. protect against fraud or theft; and
  - 20.1.5.6. provide offers that are of greater interest or benefit to you.
- 20.1.6. We may also use your personal information in other ways to provide you with improved and enhanced goods and services. This may include using your personal information to advise you of new products and services.
- 20.2. Cookies and How They Work

- 20.2.1. When you visit our Site, our Site will automatically send you a "cookie".
- 20.2.2. A cookie is a piece of text from a web server to your computer, and is used to identify you only by a random number. This information does not personally identify you, but it does tell us that your computer has visited our Site and what areas of the Site you have browsed.
- 20.2.3. You can decline cookies by adjusting the setting of your browser, however this may affect the functionality and accessibility of the Site and other websites.
- 20.3. Who We May Share Your Information With
  - 20.3.1. We may share your information with third parties for the purpose of promotional and direct marketing offers which we believe may be of interest to you.
  - 20.3.2. Where possible or without diminishing the purpose of the disclosure, we try to ensure that our disclosure of information to other organisations (e.g. researchers, marketers and other organisations with whom we have commercial arrangements) is in a way which does not personally identify the individuals.
- 20.4. Access to Your Information
  - 20.4.1. We will provide you with access to any of your personal information we hold (except in the circumstances recognised by the privacy law). If you require access to your personal information, please contact us on +61 (0) 2 8707 7300.  
  
Of course, before we provide you with access to your personal information, we will require some proof of identity. For most requests, your information will be provided to you free of charge. However, we may charge a reasonable fee if your request requires a substantial effort or resources on our part.
- 20.5. Other Sites
  - 20.5.1. We are not responsible for the privacy practices of websites that are linked to this Site. Please take care at all times to check the privacy policies of those websites you are visiting.

## **21. Definitions**

- 21.1. Capitalised terms used are defined in these terms and conditions. In these terms:
- 21.2. "GST" has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).
- 21.3. "Liabilities" means all direct and/or indirect liability for: costs; damages; losses; claims, causes of action, accidents; injuries; deaths; law and traffic violations; and expenses including but not limited to legal fees.
- 21.4. "LoginID" means the email address that you provided to us as part of the registration process to use the Site.
- 21.5. "Product" means each good or service that is advertised on the Site.