

Terms and Conditions

Please read these Terms and Conditions carefully before ordering any goods from this site. The Buyer should understand that by ordering any of the goods, it agrees to be bound by these Terms and Conditions.

The Buyer should print a copy of these Terms and Conditions for future reference.

Please click on the button marked "I Accept" at the end of these Terms and Conditions if you accept them. If the Buyer refuses to accept these Terms and Conditions, it will not be able to order any goods from this site.

1. INFORMATION ABOUT CANNON CONSUMABLES

www.cannonhygiene.com.au is a site operated by OCS Group Australia Limited (the 'Company'). It is registered in Australia under ABN 24 100 515 106 and with its registered office and main trading address at Level 3, 233 Adelaide Terrace, Perth Western Australia 6000.

2. SERVICE AVAILABILITY

This site is only intended for use by people resident in Australia. The Company does not accept orders from persons outside Australia.

These Terms and Conditions shall apply to all contracts for the sale of goods (which expression shall where the context so permits include the supply of services) by OCS Group Pty Limited (the "Company") trading through its Consumables Division to a buyer who is acting in the course of a business (the "Buyer"), to the exclusion of all other terms and conditions.

In these Terms and Conditions 'Working Day' means Monday to Friday in each week except any Statutory Holiday in Western Australia.

3. STATUS OF THE BUYER

By placing an order through this site, the Buyer warrants and represents that:

- (a) it is legally capable of entering into binding contracts;
- (b) it wishes to acquire goods for the purposes of its business; and
- (c) it is resident in Australia.

4. HOW THE CONTRACT IS FORMED BETWEEN THE BUYER AND THE COMPANY

4.1 After placing an order, the Buyer will receive an e-mail from the Company acknowledging that it has received the Buyer's order. Please note that this does not mean that the order has been accepted. The Buyer's order constitutes an offer to the Company to buy goods. All orders are subject to acceptance by the Company, and the Company will confirm such acceptance, in the case of Buyers which are not existing account holders by verifying the payment details, and, in all cases, sending the Buyer an e-mail that confirms that the goods have been ordered (the Order Confirmation). The contract between the Buyer and the Company (Contract) will only be formed when the Company sends the Buyer the Order Confirmation (whether or not that e-mail is received or read by the Buyer).

4.2 The Contract will relate only to those goods whose dispatch the Company has confirmed in the Order Confirmation. The Company will not be obliged to supply any other goods which may have been part of the Buyer's order until the order of such goods has been confirmed in a separate Order Confirmation.

Whilst the Company has attempted to ensure that the information on its site is correct it does not form part of any contract for the sale of goods. For technical reasons colour illustrations should be viewed as a guide only.

5. PRICE & PAYMENT

5.1 The Company's policy is to offer competitive prices wherever possible. The prices quoted on the Company's website are so far as possible the Company's correct selling price, except in cases of obvious error. Due however to the ever changing nature of the consumables business, unless otherwise agreed in writing, the Company reserves the right at any time to revise the price of goods except in the case of orders in respect of which the Company has sent an Order Confirmation.

The Company will wherever it is practicable to do so endeavour to notify price changes prior to any applicable Order Confirmation.

If the price of any goods is higher than that quoted on the Company's website, the Company will normally, at its discretion, either contact the Buyer for instructions before confirming the order, or reject the order and notify the Buyer of such rejection.

5.2 The Company is under no obligation to provide the goods to the Buyer at an incorrect (lower) price, even after the Company has sent the Buyer an order confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as a mispricing.

Prices quoted are, except where otherwise stated in writing, in Australian dollars exclusive of GST at the rate prevailing on the date of despatch of the goods and exclusive of any applicable delivery costs.

5.3 If the Buyer is an existing account holder, the Company will invoice the Buyer in the usual way for goods ordered by the Buyer and accepted by the Company. The Buyer shall pay for the goods and all other charges on the 20th of the month following the date of the Company's invoice. Where the Buyer's account has been suspended or cancelled or if the Buyer's credit limit is reached or exceeded the Company shall be under no obligation to accept any further orders for goods and the Company shall not be held to be in breach of its obligations. If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Buyer: interest (both before and after any judgement) on the amount unpaid at the rate of 2% above the current overdraft rate charged by the Company's bankers (a certificate from such bankers being conclusive of the rate so charged) from time to time until full payment is made.

5.4 In the case of other customers, payment for all Products must be by credit or debit card.

5.5 Property in the goods will not pass until payment in full without deduction or setoff (including of any delivery charges) has been received and until that time, the Company reserves the right to enter premises and recover any such goods. Risk shall pass to the Buyer on delivery of the goods. The time of payment shall be of the essence of the contract.

5.6 The Company reserves the right to grant, refuse, withdraw, restrict, alter, suspend or cancel credit terms at its sole discretion. The Company, without limitation, reserves the right to refuse or cancel any orders for goods where the Buyer is or is liable to become in breach of its agreed credit terms or fails to pay on the due date, or where the Buyer is, or the Company reasonably believes

the Buyer to be, in breach of any of the warranties in Paragraph 3 above or any of its other obligations under these Terms and Conditions, in each case in respect of the existing or a different order.

5.7 As security for all obligations that the Buyer may owe to the Company from time to time the Buyer hereby grants the Company a security interest under the Personal Property Securities Act in all goods supplied by the Company to the Buyer from time to time and in the proceeds of all such goods; and the Buyer will provide the Company on request with all information necessary for the registration of the Company's security interest in terms of that act.

6. WARRANTIES & LIABILITY

6.1 Goods are subject to the manufacturers' warranties only. No warranty is given that they are fit for any particular purpose.

6.2 The Company will at its option repair or replace products found and shown to the reasonable satisfaction of the Company to be defective on delivery without charge. Goods incorrectly supplied or invoiced as a result of error on the part of the Company will be collected or credited without charge and the Buyer shall make them available to the Company for this purpose.

The Buyer will be deemed to have accepted goods in a satisfactory condition if the Buyer does not notify the Company of any defect in the goods within five Working Days of delivery.

The above warranty is given by the Company subject to the condition that the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturer's or the Company's instructions (whether oral or in writing), misuse or alteration or repair without the Company's approval.

Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, subject to the following paragraph.

6.3 The maximum liability of the Company to the Buyer in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise under these Terms or Conditions shall be limited to the cost of the goods provided or purported to be provided to the Buyer pursuant to the relevant order, and the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any indirect or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for indirect or consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or services or their use or resale by the Buyer.

6.4 The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following:

- (a) shall be regarded as causes beyond the Company's reasonable control:-
- (b) Act of God, adverse weather conditions, explosion, flood, tempest, fire or accident.
- (c) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- (d) Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

- (e) Import or export regulations or embargoes.
- (f) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).
- (g) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- (h) Power failure or breakdown in any vehicle or machinery or any computer malfunction.
- (i) The imposition of Stopping, Waiting, Parking or similar restrictions which delay or prevent the Company from reasonably effecting delivery of the goods.

7. ORDERS, SPECIFICATIONS & RETURNS

The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements, or where the goods are to be supplied to the Company's specification which do not materially affect their quality or performance.

Any non-returnable goods sold by the Company will only be accepted as a return where the goods are found to be defective at the date of delivery. Orders for products may be cancelled by the Buyer at any time prior to the Order Confirmation sent by the Company in respect of the goods.

Subject to a re-stocking fee, the Company shall credit products which are returned within 5 Working Days of delivery provided always that the goods remain unopened and are returned in their original packaging and in the condition in which they were originally delivered.

8. DELIVERY

Standard stock lines will normally be despatched within 3 Working Days, following the date of order confirmation and any variance to this will be agreed at the time of placing the order.

The Company reserves the right to make a separate charge for deliveries where the Buyer specifically requests and the Company agrees to make a delivery by an agreed time.

9. OTHER WEBSITES

9.1 The Company may provide links on its site to the websites of other companies, whether affiliated with the Company or not. The Company has no responsibility and excludes all liability for the contents of such other websites, and cannot give any undertaking that goods purchased by the Buyer from third party sellers through the Company's site, or from companies to whose website the Company has provided a link on this site, will be of satisfactory quality, and any such warranties are DISCLAIMED by the Company absolutely. This DISCLAIMER does not affect the Buyer's statutory rights against the third party seller. The Company will notify the Buyer when a third party is involved in a transaction, and the Company may disclose the Buyer's customer information related to that transaction to the third party seller.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property remains the property of the Company.

11. ENTIRE AGREEMENT

11.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between the Company and the Buyer in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement, whether oral or in writing.

11.2 The Buyer and the Company each acknowledge that, in entering into a Contract, neither of them has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between them prior to such Contract except as expressly stated in these Terms and Conditions.

11.3 If any provision of these terms and conditions of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

12. THE COMPANY'S RIGHT TO VARY THESE TERMS AND CONDITIONS

12.1 The Company has the right to revise and amend these Terms and Conditions from time to time.

12.2 The Buyer will be subject to the policies and terms and conditions in force at the time that it orders goods from the Company, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the Buyer), or if the Company notifies the Buyer of the change to those policies or these Terms and Conditions before the Company sends the Order Confirmation (in which case the Company has the right to assume that the Buyer has accepted the change to the Terms and Conditions, unless the Buyer notifies the Company to the contrary within seven working days of receipt by the Buyer of the goods).

13. LAW AND JURISDICTION

Contracts for the purchase of goods through this site will be governed by Australian law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of Australia.