

The Website Terms of Use, NEHOC EULA, NEHOC's Privacy Policy and the applicable Warranty Terms form part of, and are hereby incorporated into, these terms and conditions of sale (collectively the 'Sale Terms'). The Sale Terms apply to purchase of any Goods or Services from NEHOC by telephone, facsimile transmission, e-mail and on the NEHOC Site.

NEHOC may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. Posting of the amended and restated Agreement and the Customers continued use of the Site shall be deemed to be acceptance of the amended terms.

A copy of the current Sale Terms can be viewed on the NEHOC Site or by contacting NEHOC - [www.nehoc.com.au/go/saleterms](http://www.nehoc.com.au/go/saleterms)

## 1 Definitions

- 1.1 'NEHOC' shall mean NEHOC Australia Pty Ltd (ACN 000 845 965) its successors and assigns or any person acting on behalf of and with the authority of NEHOC Australia Pty Ltd.
- 1.2 'Customer' shall mean the Customer or any person acting on behalf of and with the full authority of the Customer. This may include any person or authority using the Customer Sign In details to access information on the Site.
- 1.3 'Goods' shall mean goods, products, stock or items supplied by NEHOC to the Customer (and where the context so permits shall include the supply of Services as hereinafter defined).
- 1.4 'Services' shall mean all Services supplied by NEHOC to the Customer and includes and advice or recommendations in relation to Products (and includes any incidental supply of Goods).
- 1.5 'Order' shall mean the request from the Customer to NEHOC for the supply of Goods/ Services by means where a confirmation is provided, verbal or written (and may include by phone, fax, e-mail, post or through the Site), including delivery parcel.
- 1.6 'Price' shall mean the cost of the Goods or Services as agreed upon between NEHOC and the Customer subject to clause 6 of this contract.
- 1.7 'Debtor' shall mean the person, site user, company, trust, partnership, organisation or any other entity that owes a Debt to NEHOC.
- 1.8 'Debt' shall mean any money that is owed to NEHOC by the Debtor
- 1.9 'Site' mean the internet website [www.nehoc.com.au](http://www.nehoc.com.au) any of its sub-domains, or any Site owned/ maintained or operated by NEHOC.
- 1.10 'Sign In' shall mean the username, e-mail address, log in or other identifying details used to access the Customer or secure area of the Site.
- 1.11 'Sale Terms' or 'Terms' shall mean the terms and conditions contained herein.
- 1.12 'Resellers' shall mean an authorised NEHOC reseller, wholesaler, supplier, business, organisation or person as listed by NEHOC on the Site.

## 2 Acceptance

- 2.1 Any instructions received by NEHOC from the Customers for the supply of Goods/ Services and or acceptance of Goods/Services by the Customer shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Any Order placed by the Customer is accepted pursuant to the Sale Terms, which supersede any other terms relating to the sale of Goods/Services appearing on the Site or elsewhere and shall override any other terms referred to by you or in any course of dealing.
- 2.3 YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY ORDERING, ACCEPTING, OR OTHERWISE USING THE PRODUCTS. IF YOU DO NOT AGREE, DO NOT ORDER, ACCEPT, OPEN, OR USE THE PRODUCTS; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.
- 2.4 You agree and warrant that the purpose of purchasing the Goods/ Services is for your own personal use only, and not for resale. NEHOC or its Resellers shall be entitled to refuse acceptance of orders placed by you if you breach any Term, or on reasonable grounds, suspect that you will breach the warranty. You shall not remove components from the Goods for resale.
- 2.5 You hereby represent, warrant and agree to (a) provide true, accurate, current and complete information about yourself and any business references as may be required by NEHOC and (b) maintain and promptly amend all information to keep it true, accurate, current and complete.
- 2.6 The Customer will not allow any person who is not authorised, or who has not accepted the Terms of this agreement, to access the Site or submit an Order (or support request) from your computer or using your Sign In, by telephone, fax or on your behalf.
- 2.7 The Customer agrees to notify NEHOC of any changes in ownership, company structure or any transaction howsoever affecting the Customer which may in any way prejudice NEHOC rights hereunder and understands that deliveries may be suspended until such outstanding matters are resolved to the reasonable satisfaction of NEHOC.
- 2.8 NEHOC and the Customer are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by acceptance of an Order.

## 3 Price and Ordering

- 3.1 The Price for Goods or Services shall be NEHOC's current price at the date of sale.
- 3.2 Prices listed on the Site or an authorised NEHOC Price List may not include Insurance, Freight or Taxes that may be applicable to Orders unless otherwise stated.
- 3.3 Printed, or electronic PDF copy of a printed list, are accurate at time of publication and are subject to change without notice.
- 3.4 Any price listed on Quotes, Estimates or Proforma Invoices shall be valid for a period of 14 days from date of issue, unless marked otherwise.

- 3.5 Orders delivered to an Australian address will have Goods and Services Tax (GST) charged. A GST compliant Tax Invoice will be made available for all orders.
- 3.6 International (Export) orders are exempt from Australian GST charges. An export packing surcharges (EPS) may apply to Export Orders to cover administration, documentation, customs, storage, port charges, palette and other costs outside of freight, associated with the sending of an Order from NEHOC.
- 3.7 It is the Customers responsibility to pay any third party costs arising from the delivery past the point of dispatch from NEHOC relating to the delivery of an Order, including but not limited to country of origin documentation, quarantine fees, dangerous goods fees, insurance, port charges, demurrage, documentation fees, 3rd party freight or delivery charges, custom/import duties, taxes/GST/VAT or local government charges.
- 3.8 The Customer agrees by submitting an Order by Phone/ Fax/ Mail/ E-mail or on the Site constitutes acceptance of these Terms and can not be cancelled unless the Order is immediately (deemed 2 minutes) followed by a written cancellation of that Order by e-mail or fax. Phone cancellation is not accepted.
- 3.9 NEHOC reserve the right to accept or reject the Customer Order for any reason, including, without limitation, an error in the order or in the material on the Site, delivery outside authorised countries for specific Goods, or the unavailability of the Goods. The contract to purchase a particular Good/Service shall come into existence upon acceptance by NEHOC of the Customers Order. Goods/Services are subject to availability. In the event of shortage, NEHOC may allocate sales and deliveries in its sole discretion. NEHOC does not warrant Goods/Services are in stock or under manufacture at time of accepting the Order.
- 3.10 NEHOC reserves the right to set a minimum Order value per individual order.
- 3.11 The Site may refer to Products that are available for purchase in Australia, New Zealand, Asia or the South Pacific Region only. A reference to Products on the website does not imply or warrant that the Products will be available at any time in your particular locality. You should check with your local NEHOC authorised representative for the availability of specific products and services in your locality.
- 3.12 NEHOC may update, or discontinue any Good/Service and/or revise Price for any Goods/Service listed as available on the Site at any time. You agree that changes may occur between any Good/Service shipped and the Good/Service described on the Site or in any authorised literature.
- 3.13 Features, weights, sizes, pack, quantity, dimensions and specifications described or depicted on the Site, or available for purchase through the Site (including, without limitation, Price of Goods/Services displayed on the Site and any delivery, tax or other charges) are approximate and subject to change without notice.
- 3.14 NEHOC may make available specials, discounts or offers to Customers. Where a special offer may exist, NEHOC reserve the right, but not limited to:
  - Provide a 'bulk buy' or 'volume discount' to Price where a minimum purchase quantity has been met
  - Any Bulk Buy or Volume Price will be listed on the Site at the time of purchase
  - Discounts do not apply to items not in stock or to back ordered items.
  - Any Goods on clearance, sale or special offer will attract no further discount.
  - NEHOC reserve the right under section 3.9 above, to cancel an Order were total quantity can not be supplied, or where the item is no longer available.

## 4 Payment

- 4.1 Time for payment shall be immediate upon placement of the Order by the Customer. The Customer shall make full payment to NEHOC for the Price of the Goods/ Services ordered, and any other charges (including delivery, insurance or freight charges) that may apply to the Customer Order, before they are delivered or supplied by NEHOC.
- 4.2 a) Where Goods are dispatched prior to receipt of payment, the goods remain the sole property of NEHOC until such time as full payment for the Order has been made.
- 4.2 b) The Customer agrees not to open, use, display, sell, trade or damage any Goods until such time as the Order has been paid in full by the Customer.
- 4.3 Payment shall be made by only methods available on the Site, including but not limited to credit card (VISA & Mastercard), cheque, Australian money order, bank transfer, cash bank deposit, telegraphic transfer, internet banking transfer or direct deposit.
- 4.4 Acceptance of an Order does not establish a credit facility with NEHOC.
- 4.5 a) Where any Order payment is refused, declined, dishonoured or rejected the Customer shall pay to NEHOC upon demand damages and interest in addition to the original amount due.
- 4.5 b) Dishonoured cheque payments will incur a \$27.50 dishonour fee and all bank and transaction fees incurred by NEHOC.
- 4.5 c) Dishonoured Credit Card and Direct Deposit payments will incur a \$16.50 dishonour fee for each payment attempt, with a maximum of one (1) attempt billable per working day, plus all Merchant, Bank and transaction fees incurred by NEHOC.
- 4.6 All dishonoured payments resulting in an overdue account will be charged, in addition to any dishonour payment listed in section 4.5, a minimum of 7.5% compounding interest at the conclusion of each calendar month plus a \$5.50 per month Administration/ Statement Fee.

- 4.7 Where a Debt exists, the Customer will be responsible for any further costs incurred in the recovery of the outstanding amount.
- 4.8 Orders payments by Credit Card must have available funds for up to 5 working days following placement of an Order. If a charge attempt is made within 5 working days following Order placement and insufficient funds are available, dishonour fee's and interest are applicable to the outstanding debt as per section 4.5 of this agreement.
- 4.9 Where Orders are paid by Direct Deposit, Bank Transfer, EFT, Telegraphic Transfer or similar, Orders will be held until the cleared funds are received by NEHOC prior to dispatch.
- 4.10 All TT's and bank transfer's must have all bank charges and fees prepaid (all charges to payer) with short payments due to bank fee's or deductions treated as unpaid accounts and interest charged on overdue amounts.
- 4.11 Where a Debt has not been paid after a minimum of 3 attempts to charge the card, or 3 separate items of correspondence have been sent to the Customer, or within 5 working days past due, the Customers agrees NEHOC may can pass the debt to a third party debt collection agency.

- See clause 7 for Privacy for information on how personal information may be used to recover the debt.

A per clause 4.7 of this agreement, the Customer will be responsible for any additional costs incurred in the recovery of the Debt, including but not limited to, filing and submission fees, court costs, NEHOC or third party legal fees.

- 4.12 Retention of title of goods remains the property of NEHOC Australia P/L until all goods are paid in full.

## 5 Delivery

- 5.1 Unless otherwise indicated, the Customer will be responsible for payment of all transport and delivery charges for all purchases from NEHOC.
- 5.2 Delivery costs are based on order weight, delivery location and freight method selected. Costs can be calculated in the Site.
- 5.3 A single order comprising of delivery to multiple addresses constitutes multiple Orders with freight for each Order applicable.
- Part shipments, where goods have been listed on a prior Tax Invoice or where a prior arrangement with NEHOC has been made will be supplied freight free.
- 5.4 NEHOC will use its discretion in selecting a reputable carrier and appropriate means of shipment. Any dates quoted by NEHOC for delivery of the Goods/Services are an estimate only and shall not form part of the Sale Terms.
- 5.5 Where Goods/Services are to be delivered by instalments, each instalment shall be deemed to be the subject of a separate agreement and no default or failure by NEHOC in respect of any one or more instalments shall vitiate the contract in respect of the Goods/Services previously delivered or undelivered Goods/Services. In the event that NEHOC give notice to you that it is unable to deliver any instalment of the Goods/Services, you shall be deemed to have accepted those instalments already delivered. NEHOC shall reimburse the price of the undelivered Goods/Services which have been paid for by you.
- 5.6 Where the Customer fails to take delivery of the Goods/Services or any part of them when they are made available to you, or fail to provide accurate instructions, documents, licenses, consents or authorisation's required to enable the Goods/ Services to be delivered, NEHOC shall be entitled, upon giving written notice to the Customer, to store or arrange for storage of the Goods/Services, and then risk in the Goods/Services shall pass to the Customer. Delivery shall be deemed to have taken place, and the Customer shall pay to NEHOC all costs and expenses (including storage and insurance charges) arising from the Customers failure.
- 5.7 NEHOC shall endeavour to arrange to deliver the Goods/Services to the delivery point as designated by the Customer on the Order. NEHOC is not responsible for lost, damaged or incorrectly delivered Orders where the Customer has listed incorrect address or delivery details on the Order.
- 5.8 Title and risk of loss or damage to the Goods/Services shall pass to you on the physical delivery of the Order to the address identified in the Order. Notwithstanding the foregoing, title to the Goods which are Trademarked shall remain with the applicable licensor(s).
- 5.9 Claims against NEHOC for compensation are not recognised unless the Order is sent using a tracking number, is registered or insured by NEHOC.
- Tracking numbers do not include customs documentation, airway bill numbers, container numbers or express post barcodes.
- 5.10 Any claim for delivery damage must be made in writing to NEHOC by the Customer within seven (7) days of delivery, unless a signature is required upon delivery in which case the notification must be made within one (1) day, and such notification is confirmed in writing within seven (7) days of its receipt by NEHOC. Where no such notice has been provided by the Customer the Goods/Services shall be deemed to have been accepted as being in good condition and in accordance with the Sale Terms.
- 5.11 Where the Customer suspected an Order lost, stolen or not delivered, it is the Customers responsibility to confirm the non-delivery of the Order to NEHOC by way of written notice within fourteen (14) days of notice of dispatch from NEHOC.
- Where an Order contains a tracking number, is registered or insured on dispatch, NEHOC shall act on the Customers behalf to recover the order and any associated costs to replace the original Order within a reasonable time frame. NEHOC at it's decision may ship a replacement Order prior to the original Order being located.
  - Where no form of tracking, registration or insurance was requested by the Customer on submitting the Order, the Customer acknowledges that whilst NEHOC will assist where possible, it is the Customers responsibility to prove to NEHOC in writing a missing or delayed delivery.
- 5.12 Any Order made by the Customer containing fragile, glass, liquids or perishable Goods, including but not limited to machines, inks and spare parts, must notify NEHOC by written confirmation (letter, facsimile transmission or e-mail) within one (1) days of delivery and such notification is confirmed in writing within seven (7) days of its receipt by NEHOC, the Goods/Services shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Sale Terms.
- Where section 5.10 applies to an Order, the Customer shall be notified by means of written notice or sticker attached to the NEHOC documentation (Invoice or Packing Slip).
  - The Customer agrees any attempt to remove such notice from the documentation will void all claims and warranties against NEHOC for all Goods/Services in the Order.
- 5.13 In no event shall NEHOC be liable to the Customer for any indirect, special, incidental or consequential damages resulting from performance or failure to perform under an agreement pursuant to the Sale Terms, or from the furnishing, performance or use of any Goods or Services sold or provided pursuant to the Sale Terms, or due to late delivery or non-delivery of the Goods/Services, whether due to a breach of contract, breach of warranty, negligence, or otherwise.

## 6 Returns and Credits

- 6.1 All requests for return must be made within 30 days from date of invoice.
- 6.2 A Return Authorisation Number (RAN) must be obtained from NEHOC before the return of any goods.
- NEHOC reserve the right to refuse any return without a RAN.
  - Requests for a RAN can be made by phone, fax or e-mail.
  - NEHOC will issue a RAN number and e-mail detailing the return process.
- 6.3 All returns are to be shipped to NEHOC 'Freight Prepaid'.
- Where a return is the result of a NEHOC error, the Customers freight costs may be reimbursed by means of credit, free delivery offer or Goods to equal value.
- 6.4 A 15% re-stocking and administration fee applies to all goods accepted for return, unless the Goods/Services were supplied in error, of unacceptable quality or faulty.
- 6.5 All goods returned for credit, unless damaged or faulty, must be in original packaging, not used and in a re-saleable condition.
- 6.6 We do not exchange items unless they are defective or damaged.
- 6.7 We do not exchange or credit for change of mind purchases.
- 6.8 We cannot accept items returned after 60 days.
- 6.9 An official Credit Note will be issued for all returns, unless the return is an exchange or an amended invoice is issued.
- Where a Credit Card was used for payment of the original invoice, a Credit will be issued against the same card if unless other arrangements have been made prior to the credit.
  - Where a NEHOC credit account exists a credit will be issued to your account against the original invoice unless other arrangements have been made prior to the credit.
  - NEHOC reserve the right to credit amounts by direct deposit to the Customers bank account where credit card and account credits are not possible.
  - Failure of the Customer to provide required bank details will result in the credit held until such time as the required bank details are provided.

## 7 Privacy Act 1988

- 7.1 NEHOC will collect information in accordance with the principles of the Privacy Act 1988.
- 7.2 The Customer authorises NEHOC to the extent permitted by law to collect, retain and use any information about the Customer for the purpose of, but not limited to, assessing the Customers credit worthiness by conducting appropriate checks for credit worthiness and for fraud, to notify other credit providers of a default by the Customer, marketing Goods and Services provided by NEHOC to any other party, verify Customer identity, assist Customers to subscribe to NEHOC services or newsletters, provide Goods/ Services the Customer requires, administer and manage those Goods and Services, including charging, billing and collecting debts, inform the Customer of ways the Goods/Services could be improved, research and develop NEHOC services, gain an understanding of the Customers information and needs in order for NEHOC to provide the Customer with a better service and maintain and develop NEHOC business systems and infrastructure, including testing and upgrading of these systems, NEHOC professional advisers (including our accountants, auditors and lawyers), government and regulatory authorities and other organisations, as required or authorised by law.
- 7.3 The Customer authorises NEHOC to disclose any information obtained to any person for the purpose set out in clause 7.2.
- 7.4 Information collected by NEHOC is for the purpose of starting, maintaining, improving or terminating a relationship with the Customer.
- 7.5 Information held by NEHOC may include the Customers name, date of birth, billing and delivery addresses, telephone or mobile phone number, e-mail address, credit card details, occupation, username and password. NEHOC may also hold details of past Orders and Goods purchased, machines (including their serial numbers), as well as certain details about your personal interests. If you choose not to provide certain personal information (e.g. your date of birth), we may not be able to provide you with the services you require, or the level of service on which we pride ourselves.
- 7.6 Contact, Billing, Delivery and Payment details provided by the Customer will be used and stored by NEHOC for the purpose of establishing a Trading Account, processing of the Order and facilitating the faster processing of future Orders.
- The Customer may review, update or change information Signing In to the Site and using the 'Update Details Form', or contacting NEHOC by phone or e-mail.
  - Customer information provided with order may only be used for the fulfilment
- 7.7 On occasion, the Customer may need to provide personal information about other individuals to us (e.g. about your authorised representatives). If so, NEHOC rely on the Customer to inform those individuals that the Customer is providing their personal information to us and to advise them that we can be contacted for further information (see 'How to contact us' at the end of this brochure).

## 8 Notices Specific to the Site

- 8.1 The Customer understands the Site may collect information by means of forms, e-mail, newsletters, cookies and IP address for the purpose of improving the Site.
- 8.2 When a Customer visits the Site, its web servers generally record anonymous information such as the time, date and URL of the request. This information assists NEHOC to improve the structure of its Site and monitor performance. From time to time NEHOC may also use third parties to analyse this anonymous information.
- 8.3 The Site may use 'cookies'. A cookie is a small text file that our Site may place on a computer. Usually, cookies are used as a means for the Site to remember Customer preferences. Any cookie is designed to improve the Customers experience of the Site.
- In some cases, cookies may collect and store personal information about the Customer. NEHOC extends the same privacy protection to personal information, whether gathered via cookies or from other sources.
  - Customers can adjust the Internet browser to disable cookies or to warn when cookies are being used.
  - Where the Customer disables cookies, the Customer may not be able to access certain areas of our Site or take advantage of the improved Site experience that cookies offer.
  - Where a cookie is deleted from the computer's web browser, Site features may be blocked or removed such as auto Sign in, form prefill preferences and any opt-out preference that have been set for newsletters.
- 8.4 The Site may from time to time collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network.
- NEHOC may collect and manage IP addresses as part of the service of providing internet session management and for security purposes.
- 8.5 Elements of the Site are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any NEHOC Site may be copied or retransmitted unless expressly permitted in writing by NEHOC.
- 8.6 NEHOC AND/OR ITS RESPECTIVE SUPPLIERS AND RESELLERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE PAGES/ DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SITE FOR ANY PURPOSE. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION ON THE SITE. NEHOC AND/OR ITS RESPECTIVE SUPPLIERS AND RESELLERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE GOOD(S) AND/OR THE DOCUMENT(S) DESCRIBED ON THE SITE AT ANY TIME.
- 8.7 Where a Customer places an Order by e-mail or the Site, under no circumstances shall NEHOC be held liable for a delay, failure or disruption of the Order, information, content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- 8.9 Clothing, Special Item, Drop Ship or similarly marked items requiring special order and delivery may have additional Sale Terms applied to the sale, including but not limited to return/exchange costs, cancellation of order, return by incorrect order. Any additional sale terms will be listed on the individual page on the Site. By ordering the Goods/Service, the Customer is deemed to have accepted the additional Sale Terms by requesting NEHOC to supply the Goods/ Service by means of an order.

## 9 Intellectual Property

- 9.1 Any intellectual property rights contained in the design or manufacture of any Goods or Services remain with NEHOC.
- 9.2 The Customer warrants that they hold all necessary intellectual property rights in any document or material, (including, but not limited to, terms and conditions of trade), that are supplied to NEHOC for its provision of Goods and Services and that there is or will be no infringement of any rights or entitlements held by any third party.
- 9.3 The Customer indemnifies and holds harmless NEHOC for any claims made against it arising from NEHOC's use of any document, material or information supplied by the Customer.
- 9.4 Information sheets, product sheets, leaflets, logos, graphics, sound or image supplied by NEHOC may not be copied or retransmitted unless expressly permitted in writing by NEHOC.

## 10 Warranty

- 10.1 All Goods and Services are warranted against faulty production/ manufacture. In addition many Goods (including machines, kits and packages) are supplied with an additional NEHOC warranty.
- View the Warranties section on the NEHOC Site and refer to the Product you intend to purchase for the relevant terms and conditions of warranty ('Warranty Terms').
- 10.2 Where a product is supplied with an extended warranty, the warranty registration must be completed and received by NEHOC before expiry of the initial warranty period.

- 10.3 Failure to return the warranty within the initial warranty period will void any further claim on an extended warranty.
- 10.4 A confirmation of warranty registration will be issued by mail to the registration address.
- 10.5 Warranty registration may be made by post, fax or using the Warranty Registration form located on the NEHOC Site. E-mail registration is not accepted.

## 11 Notices

- 11.1 All notices (including address change notices) demands, or consents required or permitted under this agreement shall be invalid unless in writing. All notices, demands, or consents shall be made by registered mail at the following addresses and shall be deemed to have been served when received by the receiving party or five (5) days after posting, whichever is the earlier:

If to the Customer, address provided to NEHOC by either:

- Trading Account or Account Application Form
- Site Order/Quote/ Invoice

If to NEHOC;

PO Box 175, NARRABEEN NSW 2101, Australia

- 11.2 Where no Customer postal address is available e-mail delivery will be used and deemed posted at time of leaving internal NEHOC mail server.

## 12 Term and Termination

- 12.1 NEHOC may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting.
- 12.2 Posting of the amended and restated Agreement and the Customers continued use of the Site, correspondence with NEHOC or placement of a new Order shall be deemed to be acceptance of the amended terms.
- 12.3 Terms are valid for a minimum period of 30 days from original purchase of any Goods or Services. This Agreement shall not automatically be renewed for any additional terms unless both parties execute an extension hereto and nothing contained herein shall obligate either party to enter into any extension hereto.
- 12.4 NEHOC does not make any representations or warrant against the availability of Goods and Services beyond the term of this agreement.
- 12.5 Either party, upon written notice to the other party, may immediately terminate this agreement if the other party is in material breach of any term of this agreement, or the other party becomes subject to bankruptcy, dissolution, winding up, insolvency or liquidation.
- 12.6 NEHOC may cancel this agreement at any time by giving written notice. NEHOC shall not be liable for any loss of damage whatever arising from such cancellation.
- 12.7 In the event of any termination of this Agreement, both parties shall immediately complete all payments owing either between themselves or to third parties, without setoff.

## 13 Miscellaneous

- 13.1 NEHOC does not make any representations Goods are currently under manufacture at time of entering this agreement. All Goods are sold on a 'whilst current stocks last basis', no further orders, rain checks or backorders shall be made available.
- 13.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of New South Wales and are subject to the jurisdiction of the courts of the state of New South Wales.
- 13.3 If a competent court holds any provision of this agreement illegal, invalid or unenforceable in whole or in part under applicable law such provision or such portion thereof shall be ineffective as to the jurisdiction in which such court is located to the extent of its illegality, invalidity or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity or enforceability of such provision or of any other provisions of this Agreement in any other jurisdiction.
- 13.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 13.5 This Agreement and all Goods, Services, Support and Documents referred to herein embody the entire understanding of the parties with respect to the subject matter hereof and shall supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof, including NEHOC Order Sale Terms.

