

**JOHN R TURK**  
**(AUSTRALIAN REGIONAL WHOLESALERS PTY LIMITED)**  
**ABN 59 011 009 064**  
**WEBSITE TERMS & CONDITIONS of USE**

This site at [www.jrt.com.au](http://www.jrt.com.au) ("Site") is a shopping website where you can browse, select and order products from John R Turk (ABN 59 011 009 064) ("TURKS").

**1. Application of Terms of Use**

- a. Your access to and use of the Site, including your order of goods and/or services (each a "Product") through the Site, is subject to these terms of use. You agree to bound by, and comply with, these terms of use by using the Site, including using the Site to obtain Products from us.
- b. TURKS may change these terms of use at any time, and such modifications will be effective as soon as they are posted. By continuing to use the Site after these terms of use have been modified, you agree to be bound by the changes to these terms of use.

**2. Registration**

- a. You must complete the customer registration process through the Site before placing an order for Products through the Site. Any personal information that you give TURKS will be held and used by TURKS in accordance with its privacy policy referred to in clause 10 below.
- b. 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.

**3. Placing an Order**

- a. You may place an order for a Product through the Site or such other mechanism as TURKS notifies you from time to time or as otherwise agreed. Each order placed by you that TURKS accepts results in a separate binding agreement between you and TURKS for the supply of the Products specified in that order on these terms of use, TURKS's terms and conditions of sale ("Sale Terms", a copy of which is available at <http://www.jrt.com.au/toc.php>).
- b. To the extent that there is any inconsistency existing between:
  - i. the Sale Terms; and
  - ii. these terms of use,
- c. then the document listed earlier in this clause 3(b) prevails to the extent of the inconsistency. Your acceptance of the Products the subject of such an order shall constitute an acceptance by you of the supply by TURKS of such Products solely on these terms of use.
- d. The terms of use that apply at the time you place an order will apply to an existing order that has been accepted by us. TURKS may vary these terms of use for future orders.

**4. Cancellation of Orders**

- a. TURKS may cancel an order (including any orders that TURKS has accepted) or any part of an order without any liability to you for that cancellation at any time if:
  - i. the Products that you order are not available;
  - ii. there is an error in the price or product description posted on the Site for that Product in that order; or
- b. TURKS reasonably believes your order has been placed in breach of these terms of use, the Sale Terms or the Agreement.
- c. In the circumstances referred to in clause 4(a)(i) and 4(a)(ii) above, TURKS will not charge you any fees and charges for the cancelled order.

**5. Your General Obligations**

- a. You must ensure that your login identification details and password that are used to access the Site and the details of your account are kept in a safe and secure manner;
- b. You must notify TURKS if you are or become aware that there is or has been an unauthorised use of your login identification details and password or account, or any other security breach relating to your account;
- c. You must promptly advise TURKS of any changes to your information provided to TURKS as part of the customer registration process;
- d. You are responsible for any costs associated with your access to or use of the Site, including internet access fees;
- e. are responsible and liable for any person that uses your login identification details and password or account to order Product(s) through the Site; and
- f. You agree that, subject to clause 4(b), TURKS may charge you for all Products that TURKS agrees to supply to you that have been ordered using your login identification details or account and password through the Site.

## 6. General Restrictions

You must not:

- a. 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;
- b. 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 TURKS' other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;
- c. make fraudulent or speculative enquiries, purchases or requests through the Site;
- d. use another person's details without their permission or impersonate another person when using the Site;
- e. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- f. tamper with or hinder the operation of the Site;
- g. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
- h. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
- i. modify, adapt, translate or reverse engineer any portion of the Site;
- j. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- k. reformat or frame any portion of the web pages that are part of the Site;
- l. create accounts by automated means or under false or fraudulent pretences;
- m. use the Site to violate the security of any computer or other network or engage in illegal conduct;
- n. take any action that imposes or that would, in TURKS's reasonable opinion, result in an unreasonable or disproportionately large load on TURKS' infrastructure;
- o. use the Site other than in accordance with these terms of use; or
- p. attempt any of the above acts or engage or permit another person to do any of the above acts.

## 7. Access to site

TURKS may:

- a. lock, suspend or delete your account or access to the Site at any time without prior notice to you;
- b. cease providing the Site or any other product or service that may be available through the Site at any time; or
- c. stop making the Site (or any part of it) available without prior notice. If so, any orders that TURKS has accepted will not be affected by this.

## 8. Warranties and Liability

a. You warrant that:

- i. all information and data provided by you to TURKS through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date; and
  - ii. you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us.
- b. To the maximum extent permitted by law, TURKS excludes completely all liability to any person for loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the material available on the Site and/or any use of the Site ("Services"). Where any law implies a warranty into these terms of use which may not lawfully be excluded, then to the maximum extent permitted by law, TURKS's liability for breach of the warranty will at TURKS' option be limited to the supply of the Services again, or the payment of the cost of having them supplied again.

## 9. Intellectual Property

Unless otherwise indicated, TURKS reserves all copyright in the content and design of the Site. TURKS owns all such copyright or uses it under licence or applicable law. You may make a temporary copy of part or all of the Site on your local computer for the sole purpose of viewing it, and print a single hard copy of a whole page of the Site for personal use, provided that any copyright notice on such page is not removed. You may not, in any form, or by any means:

- a. otherwise reproduce, adapt, store in a retrieval system, transmit, print, display, perform, publish or create derivative works from any part of the content or design of the Site;
- b. cause any of the material available on the Site to be framed or embedded in another website; or
- c. commercialise any information, products or services on the Site,

except with TURKS' prior consent written or as permitted by applicable copyright legislation.

## 10. Privacy Policy

TURKS' privacy policy available at <http://www.jrt.com.au/toc.php> forms part of these terms of use.

## 11. Miscellaneous

- a. If any provision or part of any provision of these terms of use is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision of these terms of use.
- b. Any waiver or purported or implied waiver by TURKS of strict compliance with these terms of use shall not be deemed a waiver unless it is in writing and signed by an authorised officer of TURKS and shall not prejudice the rights of TURKS in respect of any breach of these terms of use to which such waiver does not specifically relate.
- c. These terms of use shall be governed by the laws of New South Wales and the parties to submit to the nonexclusive jurisdiction of the courts of that State and the courts of the Commonwealth of Australia having jurisdiction therein.
- d. Any dispute between the you and TURKS arising out of or in any way connected with these terms of use which is not resolved by the you and TURKS within 14 days of notice by either party to the other advising that it is a notice pursuant to this clause 11(d), shall be referred for determination to a person agreed between TURKS and you or, failing such agreement, to the nominee of TURKS, who shall act as an independent expert and not as an arbitrator and the experts written determination is final and binding on the parties.
- e. Clauses 8, 9, 11(d) and 11(e) survive the expiry or termination (for any reason) of these terms of use, as do any other clause that by its nature is intended to survive such expiry or termination.
- f. Should TURKS be delayed, hindered, or otherwise prevented from complying with these terms of use by reason of events or circumstances beyond the reasonable control of TURKS including but not limited to acts of God, wars, riots, strikes, lockouts, trade disputes or labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of goods or services, then TURKS shall not be liable to you for any loss or damage which may be suffered by you whether as a direct or indirect result of any such occurrences.