

TERMS AND CONDITIONS OF USE

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMER CAREFULLY BEFORE USING THIS WEBSITE (this "SITE").

This website is operated by Ware Bros Cutlery – The Knife Shop (ABN: 29 273 260 092).

This Site

General

This website www.warebroscutlery.com.au (the "Site") is a shopping website where you can browse, select and order products advertised on the Site owned by Ware Bros Cutlery – The Knife Shop (ABN: 29 273 260 092). ("us", "we" or "our").

By accessing or using this site, you agree to these terms of use. If you do not agree to these terms you may not use this site.

You must be familiar with the laws and regulations of your state or territory for the purchase or possession of knives before using this Site. You must be 18 years of age or over the age of 18 years to use and purchase from this Site.

Your access to and use of the Site, including your order of products through the Site, is subject to these terms and conditions.

Copyright

All site design, text, graphics, interfaces, and the selection and arrangements thereof are copyright to Ware Bros Cutlery – The Knife Shop (www.warebroscutlery.com.au) ALL RIGHTS RESERVED.

Permission is granted to electronically copy and to print hard copy portions of this site for the sole purpose of placing an order with warebroscutlery.com.au or using this site as a shopping resource.

Any other use of materials on this site, including reproduction for purposes other than those noted above, modification, distribution, or re-publication, without prior written permission of owners of Ware Bros Cutlery – The Knife Shop is strictly prohibited.

Trademarks

All trademarks, service marks, and trade names (collectively the "Marks") are proprietary to Ware Bros Cutlery – The Knife Shop and this "SITE" or other respective owners that have granted Ware Bros Cutlery – The Knife Shop the right and license to use such Marks.

Disclaimer

This site is intended for users over the age of 18.

The information, services, products, and materials contained in this site including, without limitation, text, graphic, and links are provided on an "as is" basis with no warranty. To the maximum extent permitted by the law, warebroscutlery.com.au disclaims all representations and warranties, express or implied, with respect to such information, services, products, and materials, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and implied, warranties arising from course of dealing or course of performance.

In addition, warebroscutlery.com.au does not represent or warrant that the information accessible via this site is accurate, complete or current. Price and availability information is subject to change without notice.

Pricing

All prices and delivery charges listed on warebroscutlery.com.au are shown in Australian dollars (AUD) and are inclusive of GST.

All prices are correct as of publishing and are subject to change at any time. We strive to publish the correct prices for all the products on this site at all times. However, some prices may occasionally appear incorrectly or inconsistently on different site pages despite our best efforts. We will get in touch with you should your order be affected by a pricing error prior to processing it. We will also give you the option to purchase the product at the correct price or cancel your order altogether.

Limitation on Liability

In no event shall warebroscutlery.com.au be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential, damages, or any damages whatsoever, even if warebroscutlery.com.au has been previously advised of the possibility of such damages.

Whether, in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials available from this site. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

External Sites

This site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the "External Sites"). You acknowledge that warebroscutlery.com.au is not responsible for the availability of, or the content located on or through, any External Site.

You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

Viruses

Ware Bros Cutlery – The Knife Shop does not claim that any information (including any files) obtained from or through this Site are free from viruses or other faults or defects.

You are responsible for scanning any information for viruses.

You agree that Ware Bros Cutlery – The Knife Shop 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.

Compliance with these Terms and Conditions

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

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

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 that order are the terms and conditions that applied at the time you placed your order. We cannot vary the terms and conditions which apply to a given order after that order is accepted by us.

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.

Registration

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.

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.

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.

Placing an Order for Products

You may order products by selecting and submitting your order through the Site in accordance with these terms and conditions.

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.

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.

You agree to provide us with current, complete and accurate details when asked to do so by the Site.

Acceptance or Rejection of an Order

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.

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.

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.

Cancelling an Order by Us.

Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:

- an change has been made to an Australian law between listing a product on the Site and the ordering of that product;
- the requested product(s) in the order are not available; or
- 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
- that order has been placed in breach of these terms and conditions.

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.

Cancelling an Order by You.

Prior to the dispatch of an order, you may:

- cancel all or any part of an order (including orders that we have accepted) due to circumstances beyond your reasonable control (e.g. loss of employment, serious injury or illness) but not if you simply change your mind, without any liability to us for that cancellation.

If you do, then you must provide us notice (including reason) before the dispatch of an order. You cannot cancel all or any part of an order after the order has been dispatched by us.

Dispatch of Products

We endeavour to have your order dispatched within two (2) working days after the clearance of funds deposited by you for the purchase of the order. Please allow at least ten (10) working days for delivery from the receipt of your order and payment for your order.

Dispatch time is subject to stock availability, this period may be extended by up to 30 days by us and we will endeavour to provide you with reasonable notice of that extension.

Prices, Fees and Charges

Price

The prices of products and delivery and other charges displayed on this Site are current at the time of issue, however Ware Bros Cutlery – The Knife Shop reserves the right to change prices at any time before we accept an order from you.

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

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

- the purchase price of each Product that is ordered;
- the postage and handling fee for delivering the Products to you; and
- any other fees and charges set out in these terms and conditions.

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).

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 price in our retail store for the same Product.

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.

Postage and Handling Fees

Postage and Handling fees are payable in addition to the purchase price of each product.

Delivery of the items will be made by Australia Post with a tracking number supplied to you via the email address provided by you during the order process.

Deliveries will be made to you during normal business hours. If your address is unattended at the time of delivery a notice will be issued requiring you to take delivery at an Australia Post post office.

Ware Bros Cutlery – The Knife Shop will only ship orders to Australian addresses.

You acknowledge and agree that you may incur additional postage and handling/freight charges (in excess of the fees and charges specified above) for:

- special, non-stock and/or custom made items;
- heavy, bulky and/or awkward items;
- express or urgent deliveries;
- bulk or large quantity orders, or
- if you require insurance.

You acknowledge and agree Ware Bros Cutlery – The Knife Shop is not liable for any loss or damage incurred to your order once the products have been handed over to Australia Post. Please advise us if you require insurance.

Your Obligations

You covenant and warrant that:

- all information and data provided by you to Ware Bros Cutlery – The Knife Shop through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
- the person purchasing the products from this website is 18 years of age and over and authorised by you to do so;
- the person receiving the products at the Delivery Address is 18 years of age and over and authorised by you to do so;
- you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us;
- you will ensure that your Login ID and password, that is used to access the Site, and the details of your account are kept in a safe and secure manner;
- you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your Login ID and password or account, or any other security breach relating to your account;
- you will promptly advise us of any changes to your information provided to us as part of the customer registration process;
- you are responsible for any costs associated with your access to or use of the Site, including Internet access fees;
- you are responsible and liable for any person that uses your Login ID and password to order product(s) through the Site;
- you agree that we may charge you for all products that we agree to supply to you that have been ordered using your Login ID and password through the Site;
- you will check the labels on the products before use; and
- you will not:
 - 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;
 - 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;
 - make fraudulent or speculative enquiries, purchases or requests through the Site;
 - use another person's details without their permission or impersonate another person when using the Site;
 - post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
 - tamper with or hinder the operation of the Site;
 - knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;

- use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
- modify, adapt, translate or reverse engineer any portion of the Site;
- remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- reformat or frame any portion of the web pages that are part of the Site;
- create accounts by automated means or under false or fraudulent pretences;
- use the Site to violate the security of any computer or other network or engage in illegal conduct;
- take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- use the Site other than in accordance with these terms and conditions; or
- attempt any of the above acts or engage or permit another person to do any of the above acts.

Warranty and Liability

Ware Bros Cutlery – The Knife Shop accepts liability for all legal guarantees and warranties expressed or implied to transaction under the Competition and Consumer Act 2010.

However, where we are permitted by law, we will only:

- in the case of goods, replace the goods, supply equivalent goods, repair the goods, pay you for the cost of replacing the goods (or of acquiring equivalent goods), or pay you for the cost of having the goods repaired.

Where we are permitted by law (and subject to the Competition and Consumer Act 2010) :

- we do not warrant or represent the suitability of the Site or a product for any purpose; and
- 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 the Site or the product.
- 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.

Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Tasmania, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.