

## Terms and Conditions

### Welcome to CTO Industries

#### Who we are

- CTO Industries is an online shop where you can purchase products from time to time by entering your details in the form and clicking on the button that says "place order".
- CTO Industries website is owned, operated and maintained by CTO Industries Pty Ltd ABN 41 632 200 830 ("CTO Industries") of 1 Venus Close Kilsyth VIC 3137 Australia (ph) 613 8201 7880 (email) [sales@ctoindustries.com.au](mailto:sales@ctoindustries.com.au).

#### About the Agreement

2.1 To make this Agreement easier to read, we have defined certain words and phrases and capitalised them throughout this Agreement. Definitions of those words can be found at the end of these terms and conditions.

2.2 Use of some parts or features of the website may be governed by other terms and conditions. Those terms and conditions will also apply to this Agreement, and will prevail over this Agreement if there is any inconsistency between them.

2.3 We may amend this Agreement at any time without notice. Any amendments to this Agreement will be effective as soon as they are posted to the website. By using this website you agree to be bound by any changes to this Agreement.

#### How you order

3.1 By clicking on the "place order" you are agreeing to the following:

- (a) You are offering to purchase a product for the price advertised at the time of your purchase on CTO Industries.
- (b) You have the intention of being legally bound, upon our acceptance of your offer.
- (c) You are over the age of 18 years or have the permission of an adult to do so.
- (d) You have read and understood the terms and conditions of this Agreement.
- (e) Your name, address and email address will be added to our database for the purpose of subscribing you to our newsletter (at no cost). Our newsletters may include special offers or incentives from us or our selected partners. Please view our Privacy Policy for what we do with your information. Every email newsletter you will receive will have an opt-out provision allowing you to stop receiving any future promotional communications.
- (f) You authorize us, our financial institution and our bill payment systems provider to deal with your credit or debit card in order to process your information for the purposes of payment to us for the purchase of products.

3.2 Once your offer to purchase a product is made you will receive an email from us summarising and confirming receipt of your order.

3.3 The agreement to supply you on the terms of your offer will be complete upon dispatch to you of the product being purchased. Until that time, we reserve the right to reject the order, because of unforeseen difficulties with supplying the product, including of availability or a system error. In these circumstances, we will provide a full and timely refund.

## **Prices**

4.1 Prices are as follows:

(a) Prices for products sold exclusively within Australia are advertised in Australian dollars and are GST inclusive but have a delivery cost added to the final price. The delivery cost will be calculated at the end of your order and will be dependent on your location.

(b) Prices for products sold outside Australia are advertised in Australian dollars and have a delivery cost added to the final price but have no GST included or added to the final price. The delivery cost will be calculated at the end of your order and will be dependent on your location.

4.2 No items sent by post or courier have any insurance coverage included in the purchase price including loss or damage to an item.

4.3 Payment is to be made in Australian dollars.

4.4 CTO Industries will not be held liable for any loss due to you entering incorrect details on the form including but not limited to an incorrect address provided by you. In the event that you change your address between the time you purchase a product you must notify CTO Industries in writing of your change of address. You can contact the Customer Services for more details on 613 8201 7880.

## **Product dispatch**

5.1 Products will be delivered to you within 6 weeks of your order.

5.2 In the event a delivery is delayed we will inform you of this and provide you with the option to either wait giving you an approximate wait time, choose a different product of equivalent value or refund your money.

## **Returns (30 day money back guarantee)**

6.1 You may return your product within 30 days of us dispatching your purchase to you provided that for returns for change of mind products returned must be in the original unopened packaging and the packaging must not be damaged.

6.2 Any opened packaging will not be accepted to be returned.

6.3 Under no circumstances will we refund monies before we have received your product back to our premises and checked it as being in the original unopened and undamaged packaging.

6.4 Returns under our 30 Day Money Back Guarantee will be refunded in the amount you paid for the product less the initial delivery charges as set out in your Order Confirmation email and less an administration fee of \$25 for orders over \$100 which you authorize us to deduct off the balance to be refunded to you.

6.5 We may refund by credit card or direct deposit.

6.6 Refunds take approximately 5-10 days by credit card or direct deposit.

6.7 Store Purchases must be returned to the store with your proof of purchase.

6.8 Online purchases must be returned to the following locations with your proof of purchase:

CTO Industries Pty Ltd  
1 Venus Close  
Kilsyth 3137  
Victoria Australia

6.9 In order to obtain a refund you must first return the product(s) at your own cost.

6.10 All terms and conditions are subject to the Australian Consumer Law, and your rights as a consumer under that law are not affected by anything contained in this Agreement.

### **Dispatched goods not received**

7.1 In the event that you do not receive dispatched products and we are unable to assist you to locate them in transit, we will require you to provide us with a Statutory Declaration witnessed by an eligible person and setting out that you have not received your product before we will consider replacing a product lost in transit. We have the sole discretion to refuse to replace a product lost in transit.

### **Statutory guarantees**

8.1 Purchases from this website are subject to the Australian Consumer Law and the statutory guarantees contained in it.

### **Protecting Your Privacy**

9.1 the website has a [Privacy Policy](#) that applies to all Users and is incorporated into this Agreement. You should read the [Privacy Policy](#) before making purchases through the website.

### **Use of the Website**

10.1 You may not use the website in any manner or for any purpose that is unlawful, that violates any right of CTO Industries or any other person, or that is prohibited by this Agreement. In particular, but without limitation, it is a condition of your use of and/or access to the website that you do NOT do any of the following:

- (1) use the website for commercial purposes beyond making a purchase from our website;
- (2) use any mechanism, software or other scripts in relation to the website which could disrupt or interfere with the website or any servers, software, hardware or equipment connected to or via the website, including any robot exclusion headers;
- (3) restrict or inhibit any other User from using or enjoying the website;
- (4) distribute or transmit any Content of any kind which contains a virus or other harmful component;
- (5) distribute, post or upload any pornographic, extremist or racist material or any material which might otherwise be harmful to other Users;
- (6) use the website for the purpose of advertising or promoting political parties or extremist organisations;
- (7) violate any Applicable Law relating to your use of the website; or
- (8) use the website in any manner which we, in our sole opinion, consider inappropriate or inconsistent with the intended purpose of the website.

10.2 In order to protect other Users and CTO Industries from inappropriate use of the website, you warrant, without limitation, that Your Information:

- (1) is information provided for purchases from our CTO Industries store;
- (2) is not false, inaccurate, misleading or fraudulent;
- (3) does not involve commercial activities or sales, including advertising or pyramid schemes;
- (4) does not promote any criminal activity or enterprise, including but not limited to inciting an act of terrorism, buying or making weapons, or violating someone's privacy;
- (5) does not violate any Applicable Law; and
- (6) will not create liability for CTO Industries or cause us to lose (in whole or in part) the services of our internet service providers or other suppliers.

## **Your Information**

11.1 Subject to our obligations under the Privacy Act, CTO Industries does not accept responsibility for Your Information. Your Information is used in accordance with, and for the purposes set out in this Agreement and our Privacy Policy.

11.2 You must promptly inform us if you become aware that any of Your Information breaches this Agreement and take whatever steps may be necessary to correct the breach. This clause is not intended to limit our rights under any other provision of this Agreement if such a breach occurs.

11.3 In order to protect your security, we encourage you not to include any personal information that makes you readily identifiable to other Users. In addition, you should never share information such as your telephone number, home address or credit information with other Users.

## **Other Information**

12.1 We do not check, and do not take responsibility for:

- (1) the veracity, accuracy or completeness of information provided by you on or in connection with the website (including the identity, age or place of residence); or
- (2) Content on this website which we source from Third Party Websites.

## **Intellectual Property**

13.1 You acknowledge that the Content in this website is the subject of Intellectual Property and legal rights (including third party rights). You may not, during or at any time after the expiry or termination of this Agreement, do or permit any act which infringes any of those rights.

13.2 Other than as expressly permitted by law or this Agreement, you may not, without the specific prior written consent of CTO Industries, do any of the following things, either directly or indirectly:

- (1) use, copy, reproduce, translate, reuse, transmit, retransmit, adapt, vary, remove, alter, modify, store, publish, republish, broadcast, link, distribute, frame, post, upload, rewrite, broadcast or store Content;
- (2) incorporate Content into any other website or use Content for any commercial purpose;
- (3) store Content in a retrieval system by any means, including graphic, electronic or mechanical means, photocopying, recording, taping or storage in an information retrieval system; or
- (4) use Content in any manner or for any purpose which is unlawful, which violates any right of CTO Industries or which is prohibited by this Agreement.

13.3 Subject to clause 13.2, you must ensure that all copies of material from the website retain any copyright or other intellectual property notices contained in the original material.

13.4 Some of the copyright in the Content is included on the website under a licence from third parties. Any permission to use, copy or reproduce that Content (other than in the course of viewing this website) must be obtained from the copyright owner. It is your responsibility to obtain such authorisation.

13.5 All names, logos and trademarks (both registered and unregistered) are the property of CTO Industries, or the third parties who have contributed to this website. Nothing contained on this website should be construed as granting any licence or right to use or distribute any name, logo or trademark displayed on the website without the prior express written permission of CTO Industries or the third party contributor.

## **Indemnity and Limitation of liability**

14.1 You indemnify CTO Industries, its directors, officers, employees, suppliers and agents to the fullest extent permitted by law, from and against all Loss however occurring to you or anyone else arising out of, or in any way connected with, the use of this website. The cause of the Loss includes but is not limited to:

- (1) access or use, or inability to access or use this website;
- (2) reliance on any Content;
- (3) the transmission of any computer virus;
- (4) CTO Industries's negligence;
- (5) a breach of your computer's security;
- (6) any unauthorised access to, modification or alteration of Content;
- (7) any material or data sent or received or not sent or received;
- (8) any infringement of another's rights, including Intellectual Property;
- (9) any threatening, defamatory, obscene, offensive, harmful, inappropriate, illegal content or conduct of any party;
- (10) any Content sent by any third party using and/or included in this website; and
- (11) delays, interruptions, inaccuracies, errors, omissions or cessation of services.

14.2 In relation to Non Excludable Rights, any liability incurred by CTO Industries in relation to the use of this website or the Content is limited to the fullest extent permissible under the Competition and Consumer Act 2010 (Cth).

Liability which cannot be excluded is limited to the extent possible:

- (1) the supply of the goods or services again;
- (2) the repair of the goods;
- (3) the payment of the cost of having the goods or services supplied again or repaired; or
- (4) a refund.

## **Disclaimers**

15.1 the website and the Content are provided on an "as is" basis. CTO Industries make no representations or warranties regarding the accuracy, reliability or completeness of the Content of the website.

15.2 From time to time CTO Industries may change the website to add or remove features or services, without liability to Users.

15.3 To the fullest extent permitted by law, CTO Industries disclaims all warranties, express or implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose relating to your use of the website, or access to or non-access to the website. In addition, CTO Industries does not warrant that the website or the server that makes it available, or email sent from CTO Industries are free of viruses or other harmful components.

## **Links**

16.1 the website contains links to Third Party Websites that are not owned, operated or maintained by CTO Industries. CTO Industries has no control over the content or policies of such Third Party Websites and accepts no responsibility for any Loss arising from your use of a Third Party Website.

16.2 Links to Third Party Websites are for your convenience only and do not constitute endorsement or recommendation by CTO Industries of any material found at those sites.

16.3 You visit Third Party Websites entirely at your own risk. We strongly recommend that you carefully read the terms of use and any related policies of each Third Party Website.

## **Cookies**

17.1 during your use of the website, we may issue to and request from your computer blocks of data known as "cookies". By using this website you authorise us to issue such cookies to your computer. You must not alter any cookies sent to your computer from the website and you must ensure that your computer sends correct and accurate cookies in response to any relevant request from the website.

## **Miscellaneous**

18.1 If any provision of this Agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect. All rights not expressly granted are reserved.

18.2 If you breach any provision of this Agreement and have knowledge of that breach, a failure to pursue legal action or to enforce any remedy against you will not constitute a waiver of our legal rights. Any waiver or legal rights granted under this Agreement will only be effective if it is in writing and signed by CTO Industries.

## **Governing law and jurisdiction**

19.1 All matters relating to this website are governed by and are to be construed according to the laws applicable in the State of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

19.2 CTO Industries has the right to commence and prosecute any action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief if considers (in its discretion) that the action is necessary or desirable.

## **Using the Website from outside Australia**

20.1 If you access the website from a country other than Australia and the Content and this Agreement do not satisfy the laws of your country, you are not entitled to use the website.

20.2 If you do use the website despite infringing clause 20.1, you agree to indemnify CTO Industries for any Loss which may be incurred as a consequence.

## **Definitions**

21.1 In this Agreement:

- (1) Agreement means the terms, conditions, notices, disclaimers and offers to purchase contained in this document and elsewhere on the website;
- (2) Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing: (a) any law, rule or regulation of any country (or political sub-division of a country); (b) any obligation under any licence in any country (or political sub-division of a country); and (c) any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country);
- (3) Content means any information including files, text, material, images, data, sounds, graphics, software, photos, graphics, software downloads, goods, service documents, layouts, applets, CGI interfaces, product photographs, screen designs, descriptions, illustrations, catalogues, advertisements, third party advertisements, publicity material, audio and video material, references to products or services, or specifications contained in, referred to, on this website, obtained or able to be viewed by accessing any part of this website (which may be out of date or superseded), whether it be obtained directly or indirectly, in any machine or human readable format;
- (4) CTO Industries means CTO Industries Pty Ltd ABN 61 432 200 830 its subsidiaries, officers, agents, directors, officers, employees and "related bodies corporate" as defined in the Corporations Act 2001;
- (5) Intellectual Property means all intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention 1967, in any inventions, designs, trademarks, trade names, circuit layouts, plant varieties, business and domain names, logos and get-up, confidential information, matter, materials or works accessible on or via the website;
- (6) Loss means any direct, special, indirect, incidental or consequential liabilities, damages, claims, losses, costs, expenses, actions, claims, suits, demands, whether in contract, tort (including negligence), statute or otherwise, whether suffered by you, someone else, or claims made against you through the use of this website. This includes, but is not limited to, loss of business profits, legal costs and defence or settlement costs;

(7) Non Excludable Rights means the rights and remedies conferred by the Competition and Consumer Act 2010 (Cth) in relation to the provision of goods or services on web sites which cannot be excluded, restricted or modified. Where any Act of Parliament implies any guarantee, term, condition, representation or warranty into the use of this website or your use of or access to the website, and that Act prohibits exclusion of that term, condition, representation or warranty, then it will be included in these Non Excludable Rights;

(8) Third Party Websites means sites and resources located on servers maintained by others over whom CTO Industries has no control;

(9) User means any person who visits, browses or utilizes the website; and

(10) Your Information means any information you provide to us in the process of purchasing products from CTO Industries.

## **CONTENT MODERATION POLICY**

Product reviews on the website.

We value everyone's opinions and want to hear all your product reviews. CTO Industries reserves the right to publish reviews at their discretion, so please comply with the following guidelines when submitting reviews. CTO Industries will ensure that the total body of reviews reflects the opinions of the customers who have submitted reviews.

- Please make sure you've used the product prior to submitting a review
- Please do not submit enquiries related to product availability, deliveries or customer service. Please send this feedback to [sales@ctoindustries.com.au](mailto:sales@ctoindustries.com.au) so it can be addressed through customer service channels.
- Please do not use profanities, abusive language, or otherwise inappropriate language. We reserve the right to remove reviews containing content deemed disrespectful or inappropriate.
- Please do not include personal information such as telephone numbers, or any information about another product or service. We reserve the right to remove reviews containing such information.
- Please make sure your reviews are constructive and relevant.