

Terms and Conditions for the FSE On-Line Ordering System

Terms and Conditions of use for the FSE On-Line Ordering System ("OLOS") for Fire Systems Engineering Pty Ltd (ABN 12 096 898 181) trading as FSE – Special Purpose Doors (the "Company").

- 1) The following are specific terms and conditions relating to the On Line Ordering System (herein referred to as OLOS) site at www.fseonline.com.au provided to customers by the Company. OLOS is an on line ordering system where customers can order products from the Company.
- 2) Placing an order for Products:
 - a) You may order Products by selecting and submitting your order through OLOS in accordance with these terms and conditions.
 - b) Any order placed through OLOS 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.
- 3) Acceptance or rejection of an order:
 - a) We reserve the right to accept or reject your order for any reason, including if the requested Product is not available, if there is an error in the price or the product description posted on OLOS or in your order.
 - b) Each order placed for Products through OLOS that we accept results in a separate binding agreement between you and us for the supply of those Products.
 - c) For each order accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions.
 - d) If we reject an order placed through OLOS, 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.
- 4) You:
 - a) must ensure that your Login and password that is used to access OLOS and the details of your account is kept in a safe and secure manner;
 - b) must notify us on through our Customer Service during business hours if you are or become aware that there is or has been an unauthorised use of your Login and password or account, or any other security breach relating to your account;
 - c) must promptly advise us of any changes to your information provided to us as part of the customer registration process;
 - d) are responsible for any costs associated with your access to or use of OLOS, including Internet access fees;
 - e) are responsible and liable for any person that uses your Login and password to order Product(s) through OLOS; and
 - f) agree that we will charge you for all Products that we agree to supply to you that have been ordered using your Login and password through OLOS.
- 5) You must not:
 - a) use OLOS for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
 - b) use OLOS in a manner or way, or post to or transmit to or via OLOS 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 OLOS;
 - c) make fraudulent or speculative enquiries, purchases or requests through OLOS;
 - d) use another person's details without their permission or impersonate another person when using OLOS;
 - 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 OLOS;
 - g) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to OLOS;
 - h) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of OLOS;
 - i) modify, adapt, translate or reverse engineer any portion of OLOS;
 - j) remove any copyright, trade mark or other proprietary rights notices contained in or on OLOS;
 - k) reformat or frame any portion of the web pages that are part of OLOS;
 - l) use OLOS to violate the security of any computer or other network or engage in illegal conduct;
 - m) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
 - n) use OLOS other than in accordance with these terms and conditions; or
 - o) attempt any of the above acts or engage or permit another person to do any of the above acts.
- 6) Suspension of account

- a) We may lock, suspend or delete your account or access to OLOS at any time without prior notice to you; or cease providing OLOS or any other product or service that may be available through OLOS at any time.
- 7) You warrant that:
 - a) you have read and agreed to be bound by the Terms of Sale above;
 - b) all information and data provided by you to us through OLOS (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
 - c) you have and will comply with all relevant laws relating to your use of OLOS and your placement of any order to us.
- 8) Liability
 - a) We exclude all implied terms and warranties whether statutory or otherwise, relating to OLOS or the subject matter of this agreement. You acknowledge that OLOS is provided “as is” and that we do not make any warranty or representation as to the suitability of OLOS or a Product for any purpose.

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