

## Internet Ordering Terms and Conditions of Trade

PLANET PRESS PTY LIMITED

6-10 Ilma Street Condell Park NSW 2200 Australia

PH: 02 9771 4711 | E: info@planetpress.com.au | www.planetpress.com.au

### 1 About these Terms and Conditions

- 1.1 The Terms and Conditions apply to:
  - (a) any Orders of yours or on behalf of your business; and
  - (b) any Service provided by us to you.
- 1.2 You should read these Internet Ordering Terms and Conditions carefully along with our Standard terms and conditions which also apply.

### 2 Changes to Terms and Conditions

- 2.1 Terms and Conditions can be changed by us at any time if we change them in accordance with any applicable law.
- 2.2 We will give written notice to you at least 30 days before any change affects you.
- 2.3 So that our record of your contact details remains accurate and up to date, you must notify us of any change to your contact details, or your appointed representatives.

### 3 Communication Methods

- 3.1 If we need to give you written notice, we will regard that notice as given to you 3 business days after we post it by ordinary mail to the mailing address we have last recorded.
- 3.2 If you agree, we may use electronic means to communicate with you. For example sending you electronic statements, written notices, facsimiles, emails or other communications about our products and services.
- 3.3 Unless you give us a written instruction not to do so, we may from time to time send you information concerning changes to existing services and/or other services offered by us.

### 4 Privacy of Information

- 4.1 We have developed an Internet Privacy Policy which is available for viewing on our website <http://www.planetpress.com.au>

### 5 Statement of Account

- 5.1 We will send you statements of account as frequently as agreed between you and us. A fee may apply if you ask for and receive more than one statement in a calendar month.
- 5.2 Copies of statements of account are also available on request. You may be charged a fee for a copy of a statement provided on request.
- 5.3 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You should inform us promptly that you wish to dispute a transaction; and provide us with any information or material we require to investigate the discrepancy.
- 5.4 Records of recent transactions on your Account will be available to approved customer personnel via internet access, through Transaction History reports or over the phone from our office.
- 5.5 We may subsequently adjust stock levels in the Account, and the balance on your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error).

### 6 Order Placement

- 6.1 We will not allow an order to be accepted unless the identity of the person making the order is authorised to do so on behalf of the customer.
- 6.2 It is the responsibility of the customer's duly appointed representative to authorise and assign additional representatives with the right to place orders on behalf of the customer. Each authorised representative will be assigned an internet access user name and allowed to nominate a password.
- 6.3 Any order received via Planet's online ordering system, once submitted is received as approved by the customer for completion and payment in full. With this in mind, the confidentiality of user names and passwords is important.
- 6.4 It is the responsibility of the customer's duly appointed representative to notify us of any changes required to passwords, if for example an employee resigns, authority changes, or a breach in security occurs.
- 6.5 If you forget your password, we can supply it to you after your identity and authorisation is confirmed to our satisfaction.
- 6.6 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee.
- 6.7 We are not liable for any loss or damage caused by any delay in processing a cancellation of an Authority to Operate.
- 6.8 You are liable to pay for any goods or services provided to any person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself.
- 6.9 You may select your own password. For your security, we recommend that you create a password that is unique and suggest a word and number combination. This password must be at least 6 characters.

### 7 Authority to Operate

- 7.1 You may nominate a person to operate on your Account by requesting to do so in writing. Varying levels of access are available, and will be nominated at that time.
- 7.2 A user name and password will be assigned for the nominated person.
- 7.3 By confirming an Authority to Operate you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on the Account that you allow.
- 7.4 An Authority to Operate will remain in force until we receive written notice of cancellation.
- 7.5 An Authority to Operate is not available to persons under 18 years of age.
- 7.6 An Authority to Operate is required for management of your Account. The authorised person acts as the customer's Chief Password Administrator and is responsible for ensuring adequate internal procedures are in place to verify that only authorised employees utilise the online order placement system.
- 7.7 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your password or a record of the password, or if you suspect that the password has become known to another person. You are responsible and liable for all transactions carried out, and any debts incurred, by use of authorised user names and passwords on your Account by that person.

### 8 Internet Security and Connection

- 8.1 The internet is inherently unreliable and insecure and we are not responsible for any loss or damage which arises as a result of a failure with internet related services and equipment and unauthorised access to and use of such equipment.
- 8.2 It is your responsibility to obtain and maintain any electronic equipment (eg. internet connection, software or PC) which you may need to have for online order placement.
- 8.3 We use different levels of security for different parts of the website. Information about our Accounts is protected through password and user login and other technology protection measures. In this way, we take reasonable steps to ensure the safety of our information online, however, we cannot guarantee that such information will be free from any unauthorised access, destruction, use, modification or disclosure of data.
- 8.4 The browser should be closed when an internet session has finished. This ensures that others cannot access information and correspondences. Each person is responsible for the security of and access to their own computer and maintaining the secrecy of their user name and password.
- 8.5 There may be short periods when transactions will not be available when we are maintaining our system. At these times, alternate methods will be instigated.
- 8.6 Please tell us about any service fault or difficulty with internet connection.
- 8.7 We will make reasonable efforts to ensure that the online ordering system is available during the hours specified by us; and ensure that information we make available to you through this system is correct.

### 9 Liability for Unauthorised Transactions

- 9.1 Your liability for unauthorised transactions will normally be limited to the actual expenses incurred for the order placed.
- 9.2 You are not liable for losses caused by unauthorised transactions which occur after you have given us notice as required.

### 10 Order Quantities

- 10.1 Items selected for delivery from finished goods held in inventory can be ordered subject to available stock levels.
- 10.3 Any observed "unusual" quantities ordered (for example exceedingly small or overly large) will be confirmed with the customer prior to fulfilment to ensure accuracy of information. However, the responsibility for correctness of information is the customer's or their appointed representative. After submission of online orders, an email notification will be returned to the customer detailing the order placed. If any errors or omissions are found it is your responsibility to notify us immediately.
- 10.3 Where appropriate, reorder quantities will be established for various standard items. Production of these items will only commence once approved to do so by the customer's duly appointed representative, to ensure no changes are necessary since last order.

### 11 Transaction History

- 11.1 Records of orders received, deliveries and other information relevant to your Account will remain accessible through our online ordering website for the period determined through mutual agreement, or up to a maximum of 2 years.