



## ONLINE ORDERING TERMS AND CONDITIONS

### INTRODUCTION

By visiting, viewing or ordering from our website you agree to acknowledge and be bound by the Terms and Conditions outlined in this agreement.

This Agreement outlines the trading Terms and Conditions bound to all CDA Construction Products Pty Ltd transactions incorporating but not limited to online, fax, phone and email ordering. Furthermore, this agreement outlines specific terms of use applicable to all aspects of our website.

The words we, us, our mean CDA Construction Products Pty Ltd (ABN 13 083 181 159) of 70-72 Broadmeadow Road, Broadmeadow NSW 2292. The words you and your refer to registered users, customers, resellers, associates, suppliers or general public visitors to our Web Site.

CDA Construction Products reserves the right to revise or amend the terms and conditions at any time and such modifications shall be effective immediately upon the posting of such changes. Your continued access of this website shall be deemed your conclusive acceptance of the modified agreement. You are therefore responsible for regularly reviewing these Conditions of Use and additional terms or notices posted on the CDA Construction Products website.

### 1 GOVERNING LAW

The terms and conditions of this agreement is governed by the laws of the state of New South Wales. You and CDA Construction Products agree to submit to the non-exclusive jurisdiction of the courts of New South Wales. If you choose to access this site from another location you are responsible for compliance with applicable local laws.

### 2 INTENDED USE

- a) All material including but not limited to text, images, multimedia, advertisements and downloadable content is published by us and made available to worldwide audiences. If you access this website outside of Australia, you do so at your own risk and you must comply with the rules and regulations enforced by your respective jurisdiction.
- b) You agree differing terms and conditions exist between local (Australian) and international customers.
- c) The general public of all ages may view all publicly available material and only copy it for personal use. You may only use material for commercial purposes when you have prior written consent from CDA Construction Products Pty Ltd.
- d) Registered users may be but not limited to general public, employees or representatives of companies, associations, governments or any other corporate entity.

### 3 DISCLAIMER & LIMITATION OF LIABILITY

- a) All material on our website is provided to you "as is" and "as available". We do not warrant or guarantee the accuracy, adequacy or completeness of this material, and expressly disclaim liability for mistakes, misleading or absent information.
- b) To the maximum extent permissible by law and unless otherwise specified, we do not warrant, guarantee or make any representations and warranties of any kind, whether express, implied or statutory.
- c) Whilst we promise to actively combat malicious activities, we do not warrant, guarantee or make any representations our website will be safe from such behaviour including but not limited to viruses, hackers or denial of service attacks. Furthermore, we do not warrant, guarantee or make any representations that our website will be fully accessible at all times and disclaim any loss or damages as a result of it being unavailable.
- d) To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of this site, or the inability to use this site by any party; or (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

### 4 METHODS OF ORDERING

- a) Internet - Ordering over the Internet enables customers to access real time pricing and information of our entire product range, it also allows you to view order history, create regularly ordered product templates and many other features to save time and effort.
    - i. all online orders are treated as an express intention to purchase the nominated goods (Purchase Order), pricing will be confirmed by either email, phone or fax.
    - ii. you accept that other than Freight on Board (FOB) all other freight charges will not be included with your online purchase order. See Terms and Conditions of Delivery below.
    - iii. we reserve the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.
  - b) By Phone/Fax - Our customer service operators are ready to take orders and enquiries from:  
7:30-5:00 Australian Eastern Standard Time, Monday to Friday  
Telephone (all States) 02 4969 2066 Fax (all States) 02 4969 5212
  - c) By Email - sales@cdacp.com.au
- Note:** all fax, phone or email orders are treated as an express intention to purchase the nominated goods (Purchase Order) for a previously quoted price.

### 5 PRICING

- a) Unless otherwise specified all pricing will be confirmed by either email, fax or phone prior to despatch.

### 6 ORDER PROCESS

- a) Unless previously quoted, you accept that any extra freight charges will be added to your order.
- b) Once payment has been accepted, your order will be processed within 24 hours and dispatched under normal circumstances.
- c) Customers will be notified via email or phone if delays in shipping occur.

### 7 METHODS OF PAYMENT

- a) For ordering online we accept the following methods of payment:  
Secure credit card transactions using Secure Socket Layer+ technology for VISA, Master Card and Bankcard
- Note:** a payment is considered complete when the funds have been cleared.

b) For offline payments we accept the following methods of payment:

Over the phone credit card VISA, Master Card, Bankcard, Direct Deposit, Telegraphic Transfer

**Note:** a payment is considered complete when the funds have been cleared.

## 8 DELIVERY

a) Freight: Prior to despatch you will be contacted by CDA Construction Products regarding any delivery charges payable.

b) Documentation: An itemised Tax Invoice containing a description of goods purchased and freight charged accompanies all orders unless advised otherwise.

c) Inspection: The Customer shall examine the goods immediately after delivery and CDA Construction Products shall not be liable for any misdelivery, shortage, defect or damage unless CDA Construction Products receives details in writing within seven (7) days of the date of delivery of the goods. CDA Construction Products and the Customer agree that failure to notify by the Customer will be deemed to be acceptance of the goods as satisfactory and the Customer will have no further claim on CDA Construction Products.

d) Final Delivery: All orders will only be delivered to a residential or business address and require a signature upon receipt.

## 9 RETURNS

a) Goods shall only be accepted for return with the prior written approval of a duly authorised representative of CDA Construction Products, CDA will only accept the return of goods on the following conditions,

i) The goods supplied were faulty or damaged

ii) The goods supplied were incorrectly supplied

**Note:** any returned goods must be accompanied with the relevant Goods Return Authority.

## 10 THIRD PARTY LINKS

CDA Construction Products provides links to you only as a convenience and the inclusion of any link does not imply or constitute an endorsement by CDA Construction Products of the site. Linked websites are not under the control of CDA Construction Products and CDA Construction Products is not responsible for the contents of any linked site or any link contained in a linked site.

## 11 LOGINS and PASSWORDS

You are responsible for maintaining the confidentiality of your USER ID and password and the passwords of any additional users linked to your USER ID. You agree not to disclose your password to a third party. You are responsible for any purchases accessed thru your user ID by you or any additional user linked to your USER ID. You agree to notify CDA Construction Products immediately by emailing [administrator@cdacp.com.au](mailto:administrator@cdacp.com.au), if you suspect any unauthorised use of your account.

## 12 CONTACT US

Please feel free to contact us if you require further information or a clarification of any statements above.