

# Terms and Conditions of use of this website

## 1. CONDITIONS OF USE

- 1.1. By using this website you agree to be bound by these conditions. If you do not agree with them, you are not authorised to use the website.
- 1.2. You must only use this website, and you must only display, copy, distribute download and print portions of this website for your own personal use. You must not attempt to change, reproduce, add to, remove, hack or interfere with this website or its content.

## 2. COPYRIGHT AND TRADEMARKS

- 2.1. This website and its contents are subject to copyright which is owned by Hofmann Engineering Pty Ltd or an authorised third party. Hofmann Engineering does not grant you any intellectual property rights in this website, its applications, interface or contents. You must not use any trademark displayed on this website.

## 3. CONDUCT

- 3.1. You must not use our website for any purpose that is unlawful or prohibited by these terms. In particular you agree not to:

- Use our website to disparage, defame, harass or otherwise offend others
- Publish or disseminate any material which is unlawful, obscene, defamatory, offensive or otherwise inappropriate
- Impersonate any person or entity
- Upload or otherwise make available using our website any material that you do not have a right to make available
- Upload or otherwise make available using our website any material that contains viruses or other files designed to interrupt, harm or destroy the function of other computer software or hardware

- 3.2. Where our website allows you to make comments or submissions to be posted you:

- Agree that all comments or submissions by you become our property
- Warrant that any material you submit is your own work and that you own all intellectual property rights in it
- Agree not to post or submit any material that:
  - > is obscene, defamatory, offensive, unlawful or otherwise inappropriate,
  - > contains false or misleading information
  - > contains personal details of others
  - > is advertising or promotes external URLs, sites or products
  - > helps sell or buy any goods, service or commodity

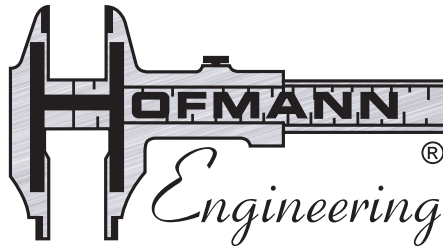
- Acknowledge that any opinion or statement expressed in any comment or submission is the opinion of the person making the comment or submission and is not necessarily our opinion
- Agree that we are not responsible for, and do not accept any liability in respect of any comment or submission and that we do not check the accuracy of any comment or submission
- Agree that we retain the right to remove or edit any comment or submission at any time without reference to you

## 4. LINKS AND OTHER THIRD PARTY MATERIALS

- 4.1. This website may contain links to third party websites. Hofmann Engineering does not sponsor, guarantee or approve of any material or representations in those websites. Nor do we warrant that material on linked sites is free of any computer virus, defects or infringements.
- 4.2. Links to this site are permitted, provided the full html page is loaded. Links to individual graphics or to areas that are considered "security areas" that bypass any security protection or password protection that Hofmann Engineering establishes are expressly prohibited. If you wish to use a graphic to link to this site please contact us.

## 5. DISCLAIMERS

- 5.1. The information contained on our website is for general information purposes only. You must not rely on any statement contained in our website without taking advice. While we endeavour to ensure the accuracy and completeness of the information contained on our website, to the extent allowed by law, we make no warranties and accept no responsibility for any loss or damage you may suffer as a result of your reliance on any part of it.
- 5.2. You release Hofmann Engineering, its servants and agents to the fullest extent permitted by law from any and all claims arising out of or related to the use of material or information made available through this website.
- 5.3. Prices listed on this website and terms and conditions of any kind relating to products displayed on this site may not be current or complete and therefore under no circumstances constitute an offer or undertaking by Hofmann Engineering. We make no representation that the products listed in this site are currently available. Please contact us for full details of product information, price, terms and conditions.
- 5.4. We cannot guarantee any file, data or program available for download from this website (or any linked website) is free of viruses and you assume the risk of any damage to your computer as a result of using this website.



## Terms and Conditions of use of this website (cont.)

5.5. This website may be inaccessible from time to time due to events outside our control or for maintenance requirements. We accept no liability for any damage arising from the accessibility of our website.

### 6. PURCHASE OF GOODS AND SERVICES

6.1. All goods and services offered for purchase on our website are subject to our standard terms and conditions of sale which are available at: <http://www.hofmannengineering.com>. Please read them carefully before purchase.

6.2. Unless otherwise indicated on our website, all goods or services available for purchase are priced in Australian Dollars and are exclusive of GST or other taxes. Prices and availability of goods or services are subject to change at any time without notice. We reserve the right to correct pricing errors at any time. In the event we discover a pricing error, we will attempt to notify you as soon as possible about the error and, if you decide against the purchase, we will process a refund for the item or items in question.

6.3. The goods and services offered on our website are only available to persons or entities that are capable of entering into a legally binding contract with us. Without limiting the foregoing, by utilising our website to place an order, you warrant to us that you are 18 or more years of age and that you are authorised and able to make payment in the manner selected by you. You also warrant to us that all information given by you to us through our website (including your name, contact, address and payment details) are correct.

### 7. OTHER

7.1. If we collect your personal information, we do so subject to the terms of our Privacy Policy, details of which are at: <http://www.hofmannengineering.com>

7.2. We may use cookies to gather data in relation to this website and you consent to us doing so. You may disable cookies on your web browser however this may prevent you from taking full advantage of this website.

7.3. These terms of use may be varied from time to time.

7.4. These conditions are governed by the laws of the State of Western Australia, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.

### 8. OUR CONTACT DETAILS

8.1. If you wish to contact us, please use any of the methods below:

Mail:  
Hofmann Engineering Pty Ltd  
3 Alice Street, Bassendean  
WA 6054, Australia.  
Telephone: (+61) 8 9379 5200  
Email: [Mail@hofmannengineering.com](mailto:Mail@hofmannengineering.com)