



## Terms and Conditions of Use

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### General

Welcome to officesmart.com.au ("this website").

This website is brought to you by Arakella Pty Limited, trading as GNS Wholesale Stationers ("GNS").

GNS licenses resellers ("the reseller") to utilize this website to provide direct internet marketing and ordering solutions to its customers (the "user"). If a user enters into a transaction on this website, it will not be with GNS but with one or more of the resellers ("a reseller") licensed by GNS to conduct business on this website.

By using the services which are accessible via this website you agree to be bound by these terms and conditions of use.

GNS reserves the right to modify these terms and conditions at its discretion and without notice.

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### Governing law

These terms and conditions of use and the goods and services offered by the resellers are governed by the laws of each State & Territory of Australia. The user consents to the exclusive jurisdiction of Australian courts regarding any disputes that arise in connection with these terms and conditions of use, and the goods or services procured via this website.

The user must comply with all applicable laws, ordinances, rules, regulation codes, and codes of all relevant regulatory bodies applicable in the jurisdiction from which the user is physically located when accessing this website.

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### Entire agreement

These terms and conditions of use constitute the entire agreement between the GNS licensed resellers and the user.

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## Intellectual property

Unless otherwise stated, intellectual property in all information, data, text, graphics, images, logos trademarks, sound recordings and software contained or displayed in this website is owned by or licensed to GNS and all rights are reserved.

Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth), the user may not in any form or by any means:

1. Adapt, reproduce, store, distribute, print, display, perform, publish, create derivative works from or otherwise deal any part of this web site; or
2. Commercialise any information, products or services obtained from any part of this website without the express written permission of GNS.

All rights in relation to any content to which the user may be directed through the use of this website, will not be construed as conferring any license to the intellectual property or other proprietary rights of GNS or the GNS licensed reseller.

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## Data security

Data transmission over the internet cannot be guaranteed as secure. Whilst GNS takes all reasonable precautions to protect such information, it does not warrant and cannot ensure the security of any information which is transmitted via, or contained on, this website.

Any data transmitted in using this website is done at the user's own risk.

By using this website, the user acknowledges that GNS, its directors, officers, employees, consultants and GNS licensed resellers do not accept any liability for any loss, damage, cost or expense incurred by any person whatsoever arising out of or referable to any unauthorised access to any information on this website or information transmitted to or from this web site.

If a user becomes aware of any data security problems relating to this website, please contact GNS.

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## Viruses

GNS does not warrant that any data (including any file) obtained through this website is free from computer viruses or other faults or defects. It is the user's sole responsibility to ensure that the user uses appropriate virus scanning software and takes such other necessary precautions as are required to minimize or avoid damage to the user's computer system. GNS will not be liable for any loss or damage caused (whether negligently or otherwise) by any virus transmitted through this website.

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## Cookies

Cookies will be used to collect data through this website. Please refer to the Officesmart Privacy Policy for further information about cookies.

You have the option of disabling cookies through your web browser.

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## Purchases

The user acknowledges that all contracts entered for the purchase of goods and/or services via this website shall be with one or more of the GNS Licensed resellers and not with GNS.

The general purchase terms on which the resellers agree to provide goods and services are as follows:

1. The resellers do not guarantee that any order or orders placed via this website will be accepted by a reseller. Acceptance of orders is solely at the discretion of a GNS Licensed reseller.
2. If an order is placed by a user, the order is considered firm and can only be modified or cancelled if agreed by the reseller, the order was placed against.
3. Delivery fees may apply for minimal orders. Please refer to your local GNS licensed reseller for their minimal order policy.
4. Delivery of goods shall be to the address nominated by the user at the time of placing an order. If the delivery address is unattended at the time of delivery, the delivery will not be made. As this policy may vary between resellers, please contact your local GNS licensed reseller for their specific policy.
5. Return policy for goods sold and delivered may vary between each reseller. Please contact your local GNS licensed reseller for their specific policy.
6. Some of the GNS licensed resellers may offer a pickup option for collection of goods.

Goods purchased with a pick up option must be collected within 7 days from the purchase date. If purchased goods are not collected within 7 days, the user agrees that a reseller may, with prior notice to the user, sell those goods. Where goods which have been paid for by the user are re-sold by reason of non-collection, the sale price less the expenses associated with the re-sale shall be refunded to the user within 21 days of the date that a reseller received payment on the re-sale.

7. The user shall pay a reseller for the goods purchased in accordance with the terms agreed by a reseller whether or not there are further deliveries to be made to the user by a reseller.

8. In the event that any payment to a reseller is overdue or there is some other default on the part of the user, the reseller may cancel or suspend further delivery of goods and/or services to the user until payment is made or the default is rectified and the reseller shall not be liable for any loss or damage including consequential loss arising as a result of such cancellation or suspension of deliveries.

9. Property in any goods sold by a reseller to a user via this website shall not pass to the user until such time as the goods are paid for in full. If the goods remain unpaid for after the expiry

of the term for payment, the user must immediately upon request by a reseller return the goods to the reseller at the user's expense.

10. To the extent permitted by law and except as otherwise expressly provided, the reseller do not make any warranty as to the goods and, in particular, do not make any warranty of merchantability or fitness for any particular purpose, and the user is solely responsible for determining the proper application and use of the goods.

11. The reseller shall not have any liability to the user in tort with respect to any of the goods and shall not be liable for consequential or incidental damages that arise from any product defect, delay, non-delivery or other breach on the part of the reseller.

12. Where legislation implies any condition or warranty, and that legislation prohibits a reseller from excluding or modifying the application of, or our liability under, any such condition or warranty, liability will be limited for a breach of that condition or warranty to one or more of the following: (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired.

The terms of purchase as between the user and a reseller as set out in this paragraph are non-exhaustive and some or all of the resellers may have additional terms of trade to which a user shall be subject in making purchases from that reseller. To the extent of any inconsistency, the terms of trade published by a reseller shall prevail and shall take precedence over the terms of purchase published in this paragraph on this website.

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## Privacy policy

The privacy policy published on this website governs the collection, use and disclosure of users' personal information by GNS. The privacy policy forms a part of these terms and conditions of user.

Refer to our [privacy policy](http://www.officesmart.com.au/pdf/privacypolicy.pdf) for further information (<http://www.officesmart.com.au/pdf/privacypolicy.pdf>).

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## Disclaimer of warranties and indemnity

Whilst GNS takes all reasonable steps to ensure that the information provided on this website is correct and up to date, GNS does not guarantee its reliability, accuracy or completeness, nor does GNS give any warranty as to the accuracy, reliability, or completeness of the information and accepts no responsibility for updating or correcting any part of the information.

The information provided on this website should not be considered as being advisory and the use of any such information is at the user's own risk and judgment.

GNS disclaims any warranties regarding the security, reliability, timeliness and performance of the search services it provides.

GNS and its directors, officers, employees, consultants and GNS licensed resellers do not accept any liability (whether arising in contract, or tort, or negligence or otherwise) for any error,

omission or misrepresentation in relation to the information or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) incurred by any person whatsoever arising out of or referable to the information on this website or accessed through this website.

To the fullest extent permitted by law, GNS disclaims all representations and warranties (express, implied and statutory) including, without limitation, the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights.

GNS and its directors, officers, employees, consultants and GNS licensed resellers do not accept and specifically disclaim any and all liability (whether arising in contract, or tort, or negligence or otherwise) for any act or omission on the part of a newsagent or the newsagents which causes a user or users or any other person to suffers any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) incurred or suffered howsoever out of or referable to the use of this website.

The user hereby agrees to indemnify GNS and its directors, officers, employees, consultants and GNS licensed resellers, and to keep them indemnified in respect of any claim, liability, loss, damage, cost (including any legal cost) or expense which they or any of them may suffer or incur as a direct or indirect result of the user's wilful or negligent act or omission with regard to this website (or any part of its content and function) or the user's breach of these terms and conditions of use.

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## Waiver of legal rights

If a user breaches any of these terms and conditions of use, and GNS has knowledge of that breach, a failure to pursue legal action or to enforce any remedy against the user will not constitute a waiver on the part of GNS of its legal rights.

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## Restricted use

You may not, without the written permission of GNS, sell information obtained from this website.

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## Links

This web site may from time to time contain links to other web sites.

GNS does not make any representation as to the accuracy or suitability of any of the information contained on those other web sites, and does not accept any responsibility or liability for the conduct of those third parties or the content of those other web sites.

Any link to another web site shall not, unless expressly stated, be an endorsement, approval or recommendation by GNS that website or of its content, including the goods or services offered on that web site.

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## Passwords

If a password is issued to you to enable you to use this website, you agree to be responsible for maintaining the confidentiality and security of the password.

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## Availability and access

GNS does not represent or warrant that this website will be accessible or available at all times or that access to this website will be uninterrupted or error free. GNS may modify or close down this website or parts of it at any time without any liability on its part.

GNS may terminate user access to this website at any time without notice. If access to this website is terminated the disclaimer contained in these terms and conditions of use will nevertheless survive any such termination.

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## Void terms

If any provision of these terms and conditions of use is held void, unenforceable or illegal, that provision will be severed, and the rest of these terms and conditions of use will have full force and effect.

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## Contact us

If you have any concerns regarding your privacy, please [contact us by email](mailto:help@officesmart.com.au) at [help@officesmart.com.au](mailto:help@officesmart.com.au).

Alternatively, you can write to us at:

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c/- GNS Wholesale Stationers  
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NSW 2211  
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