

## Website Terms and Conditions

### Introduction

These terms and conditions apply to all use and access of this Website. If you do not accept these terms and conditions, you must not use the Website.

### Terminology

In these terms and conditions the following terms have, unless the context requires otherwise, the following meanings:

- (a) **“Claim”** means any claim, demand, action, suit or proceeding of any nature, howsoever arising and whether present or future, fixed or unascertained, actual or contingent and whether under statute, contract, tort or otherwise (including the cost of defending or settling any such claim); and
- (b) **“Loss”** means any damage, loss (including direct or consequential loss, or loss of profits), liability, compensation, cost, charge expense or other obligation whether arising under contract, statute, tort or otherwise, and whether arising directly or indirectly.

### Amendments to terms and conditions

T. & H. Walton Stores Pty Ltd (**“Waltons”**) reserves the right to amend these terms and conditions from time to time.

### Disclaimer

The pictures and information on this website about Waltons goods and services are a general guide only and are subject to change by Waltons at any time.

If you purchase any goods and services from Waltons, this website does not form part of the contract with Waltons.

The purchase of goods and services from Waltons is subject to Walton’s Terms and Conditions that are attached to the sale contracts.

### Limiting Liability

This Website may contain links to other Websites (**“Linked Websites”**). Those links are provided for convenience only and may not remain current or be maintained. Waltons is not responsible for the content or privacy practices associated with linked Websites. Waltons’ links with Linked Websites should not be construed as an endorsement, approval or recommendation by Waltons of the owners or operators of those linked Websites, or of any information, graphics, materials, goods or services referred to or contained on those linked Websites, unless and to the extent stipulated to the contrary.

The placement of advertisements on this Website does not constitute a recommendation or endorsement by Waltons of the advertisers' goods and each advertiser is solely responsible for any representations made in connection with its advertisement.

Where the content, material or information made available on this Website or any Linked Website contains opinions or judgments of third parties, Waltons does not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice.

Waltons will not be liable to you or any person claiming through or on behalf of you, and you release Waltons in relation to any Claim that may be made or Loss incurred by you or any person claiming through or on behalf of you at any time arising out of, directly or indirectly, these terms and conditions, or otherwise arising out of the use of the Website or any Linked Website, including without limitation:

- (a) any Loss arising from any action taken or reliance made by you on any information or material uploaded or posted by Waltons;
- (b) any Loss arising from the downloading or subsequent use of the downloaded material;
- (c) any Loss arising from the corruption to or loss of data, errors or interruptions, any suspension or discontinuance of the Website, and
- (d) any Loss arising from your use of or reliance on information or advertisements contained on or accessed through this Website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits Waltons from excluding or modifying the application of, or Waltons' liability under, any such condition or warranty, that condition or warranty will be deemed included but Waltons' liability will be limited for a breach of that condition or warranty to one or more of the following:

- (a) if the breach relates to goods,
  - (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 of acquiring equivalent goods, or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services,
  - (i) the supplying of the services again, or
  - (ii) the payment of the cost of having the services supplied again.

These terms and conditions do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

## **Copyright**

Copyright in this Website (including text, graphics, logos, icons, sound recordings and software), except with respect to advertisements, is owned or licensed by Waltons. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
- (b) commercialise any information, goods or services obtained from any part of this Website;

without Waltons' written permission.

## **Trade marks**

Except where otherwise specified, any word or device to which is attached the <sup>TM</sup> or ® symbol is a registered trade mark.

If you use any of Waltons' trade marks in reference to Waltons' activities, goods or services, you must include a statement attributing that trade mark to Waltons. You must not use any of Waltons' trade marks:

- (a) in or as the whole or part of your own trade marks;

- (b) in connection with activities, goods or services which are not Waltons;
- (c) in a manner which may be confusing, misleading or deceptive; and
- (d) in a manner that disparages Waltons or Waltons' information, goods or services (including this Website).

### **Governing Law**

These terms and conditions are governed by the laws in force in Western Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

### **General**

If Waltons waives any rights available to Waltons under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.