

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION - In these conditions:

- i. **"Blueforce"** means Blue Force Pty Ltd (ACN 101 791 897) and any person acting on its behalf and with its authority.
- ii. **"Buyer"** means the purchaser of the Goods and/or Services.
- iii. **"Goods"** means the materials, equipment and products provided or to be provided to the Buyer by Blueforce as listed on the Quotation or any written variation thereto;
- iv. **"Quotation"** means a written quotation from Blueforce for the supply of Goods and/or Services to the Buyer;
- v. **"Practical Completion"** means the Goods and/or Services provided by Blueforce have payable net and payment of the amount plus GST is due on the day of delivery of the reached the stage where they have been completed, except for minor omissions.
- vi. **"Services"** means the services provided or to be provided to the Buyer as listed by Blueforce on the Quotation or any variation thereto;
- vii. **"Variation"** means Goods and Services provided by Blueforce to the Buyer that do not form part of the Goods and Services in the Quotation.
- viii. **"Work Site"** means the location for delivery and/or installation as specified on the Quotation or as agreed between Blueforce and the Buyer in writing.

2. **TERMS** - The Goods and/or Services are sold on the terms and conditions herein. These terms and conditions attach to each and every supply of Goods and/or Services by Blueforce to the Buyer.

3. **QUOTATIONS** - Unless previously withdrawn, any Quotation is open for acceptance within 14 days of the period stated therein or, when no period is so stated, within 30 days after its date. Blueforce reserves the right to refuse for any reason any order based on the Quotation within 7 days after the receipt of the same. All Quotations are based on the delivery and installation of Goods during the hours of 8:00am and 5:00pm Monday to Friday and specifically exclusive of public holidays. Unless otherwise stated all prices quoted by Blueforce are net, exclusive of Goods and Services Tax (GST).

4. **ACCEPTANCE** - Full payment or part payment, placing an order for any Goods or Services, providing instructions to Blueforce in relation to the supply, receipt of, use of and verbal or written agreement to accept the Goods and/or Services shall all constitute acceptance of the terms and conditions herein, whether or not the Buyer acknowledges or signs these terms and conditions.

5. **DEPOSIT** - Blueforce may request that the Buyer pays a deposit before undertaking any work, supplying any Good or providing any Services. If a deposit is requested by Blueforce, Blueforce is under no obligation to undertake any work until the deposit is received in full by Blueforce and when all details pertaining to contract are finalised. In the event of default as to payment owing to Blueforce on the part of the Buyer, Blueforce shall be entitled to forfeit the deposit and claim any profit or margin contemplated by or allowed for in the contract in addition to any remedy available to Blueforce at law or in equity.

6. **SHORTAGE/ DEFECT** - The Buyer will inspect the Goods and Services upon receipt and notify Blueforce of any defects or shortages within five (5) days from the date of receipt of the Goods and Services and upon failing to do so, the Buyer waives any claim against Blueforce for defects in, or shortage of, any Goods and Services.

7. **CANCELLATION BY BLUEFORCE** - Blueforce may in its sole discretion cancel delivery of Goods and/or Services at any time before they are receipted by the Buyer by giving written notice to the Buyer and upon giving such notice shall not be liable for any loss or damage arising whatsoever from such cancellation.

8. **CANCELLATION BY THE BUYER** - No order for Goods and/or Services may be cancelled by the Buyer without consent in writing from Blueforce.

9. **DRAWINGS/SPECIFICATIONS** - All specifications, drawings, and particulars submitted by Blueforce are approximate only and any deviation does not vitiate any contract with Blueforce or form grounds for any claim against Blueforce. The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of these terms and conditions of sale or of the description applied to the Goods and/or Services.

- 10. PERFORMANCE** - Any performance figures given by Blueforce are estimates only, and are typical results that are not guaranteed. There are a number of factors which can influence the overall accuracy of various Goods and Services provided by Blueforce, including but not limited to bodily contact, satellite signal strength and objects that impede signals such as buildings and trees, and signal reflections off surrounding objects. Blueforce is under no liability for damages for failure of the goods to attain such performance unless specifically guaranteed in writing. Any such written guarantees are subject to recognised tolerances applicable to such figures.
- 11. DELIVERY** - Any delivery times made known to the Buyer are estimates only and Blueforce is not liable for loss, damage or delay arising from late delivery or non-delivery or late installation or non-installation of the Goods and/or Services. Blueforce may at its option provide the Goods and or Services to the Buyer in any number of instalments. If Blueforce delivers any Goods or Services by instalments, and any one of those instalments is defective for any reason, then it is not a repudiation of the whole of the order and the defective instalment is a severable breach that gives rise only to a claim for compensation and/or to the value of the Goods and/or Services.
- 12. WORK SITE** - The Buyer shall ensure that the Work Site is safe and clear of any hazards. Any delay or obstructions caused to the supply of the Goods and/or Services that are outside of the control of Blueforce shall give rise to a Variation. Blueforce shall not be liable for any loss or damage caused in accessing the Work Site including, but not limited to, damage to any walls, flooring and ceiling. Where Goods are to be installed by Blueforce and, for any reason, are unable to be installed at the time of delivery, the Buyer shall provide a locked and well is to provide Services at the Worksite, the Buyer shall provide all 240-volt AC GPO outlets terminating at the electronic equipment as required by Blueforce.
- 13. FORCE MAJEURE** - Blueforce will not be liable for any default due to a condition that is out of the reasonable control of Blueforce including flood, fire, storm, strike.
- 14. GUARANTEE AND WARRANTY** - Blueforce's liability for Goods and/or Services supplied to the Buyer is limited to making good any defects or at Blueforce's election by replacement, within a period not exceeding twelve (12) calendar months after receipt or installation of the Goods and/or Services and such liability is only enforceable by the Buyer where the defects have arisen solely from faulty materials or workmanship and the Goods have not received maltreatment, inattention, incorrect use or interference and the defective Goods are promptly returned free of cost to Blueforce. Unless otherwise agreed in writing, any works to be performed by reason of such liability shall be performed between 9:00am and 5:00pm Monday to Friday exclusive of public holidays. Where the Goods have not been manufactured by Blueforce, the guarantee and warranty of the manufacturer of the Goods is accepted by the Buyer and is the only guarantee and warranty given to the Buyer in respect of the Goods. Blueforce agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or guarantee that the manufacturer has granted to Blueforce to the extent that the benefit of any warranty or guarantee is assignable. Blueforce's liability for breach of a condition or warranty implied by the *Competition and Consumer Act 2010* is limited to:
- (i) in the case of Goods, the replacement of the goods, supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - (ii) in the case of services, the supplying of the services again or payment of the cost of having the services supplied again.
- 15. PAYMENT** - Blueforce will charge and the Buyer will pay as per the amount in the Quotation plus any additional costs communicated to the Buyer that are incurred in Blueforce providing Goods and/or Services plus any amount for a Variation. The final invoice provide to the Buyer may vary from the Quotation. The invoice amount is payable net and payment of the amount plus GST is due on the day of delivery of the Goods unless other terms of payment are agreed in writing by Blueforce. An additional charge ("Additional Charge") will be made where:
- (a) additional Goods and Services are required to be supplied or undertaken to complete the work;
 - (b) the Buyer alters the specifications after Blueforce's quote has been accepted;
 - (c) the Buyer fails to provide Prompt Plumbing and Electrical with suitable access to the site where Goods are to be delivered or Services are to be provided; or
 - (d) the Customer requires Blueforce to deliver Goods or perform work urgently.

Where an Additional Charge will be required, Blueforce will endeavour to advise the Buyer prior to supplying the additional Good(s) or Service(s). The Buyer acknowledges and agrees that in some circumstances Blueforce will be unable to advise the Buyer of the Additional Charge and the Buyer agrees to pay all urgent and unforeseen Additional Charges.

- 16. PAYMENT INDEMNITY** – The Buyer shall not be treated as having paid for Goods and/or Services until such time as cleared funds are received by Blueforce. All payments that are due to Blueforce by the Buyer are to be made without deduction or set-off, whether legal or equitable. The Buyer agrees to indemnify Blueforce against all costs and expenses (including legal costs on an indemnity basis) incurred by Blueforce and/or its agents in respect of the Buyer, relating to any enforcement of obligations and recovery of money is due to Blueforce or possession of Goods. Blueforce may at any time set off amounts owed by Blueforce to the Buyer from any money owing by the Buyer to Blueforce. Any error in an invoice supplied to the Buyer by Blueforce for must be communicated in writing to Blueforce within 14 days of receiving the invoice. Notwithstanding the communication, the full amount of the invoice shall remain as the amount owed by the Buyer to Blueforce.
- 17. ASSIGNMENT** - Blueforce has the right to assign to a third party any obligations that it has to the Buyer in relation to the supply of Goods and/or Services.
- 18. VARIATION** - if there is a Variation, the amount payable by the Buyer for the Variation is to be agreed between the parties and, if the amount cannot be agreed, is to be calculated on a unit rate basis according to the unit price set out in the Quotation and in the absence of unit prices, according to the reasonable market value of the Goods and/or Services.
- 19. PRACTICAL COMPLETION** - in the event that Goods are to be installed by Blueforce at the Work Site and in the event that the Buyer seeks to use any part or portion of the Goods prior to completion of the installation, the Buyer must issue Blueforce with a Certificate of Practical Completion for the part or portion of the Goods completed and the defects liability period for that part or portion shall commence from that date.
- 20. DEFAULT** - interest of 7% per annum calculated daily will accrue on any unpaid amounts for the supply of Goods and/or Services from the date upon which the amount is payable in accordance with these terms until the date upon which the purchase price and all accrued interest is received as cleared funds by Blueforce. The Buyer agrees to indemnify Blueforce against all costs and expenses (including legal costs an indemnity basis) incurred by Blueforce and/or its agents in respect of the Buyer, relating to any enforcement of obligations and recovery of money is due to Blueforce. The Buyer consents to Blueforce lodging a caveat to protect any monies owing to Blueforce pursuant to these terms and conditions. If a demand is made by Blueforce, the Buyer agrees to immediately execute a mortgage or other instrument of security, on terms satisfactory to Blueforce to further secure the payment of the guaranteed debts.
- 21. RIGHTS IN RELATION TO GOODS** – The risk of loss of or damage to the Goods will pass to the buyer on delivery. Blueforce reserves the following rights in relation to the Goods and any materials used in supply of Services until all amounts owed by the Buyer to Blueforce are fully paid:
 - (i) Ownership and title in the Goods;
 - (ii) to enter the Buyer's premises (or the premises of any associated company or agent whether goods are located) without liability for trespass any resulting damage and retake possession of the Goods;
 - (iii) to keep or resell any Goods repossessed pursuant to the terms herein; and
 - (iv) if the Goods are resold, or products manufactured using the goods are sold, the buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the Goods and/or Services sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of Blueforce and shall pay such amount to Blueforce upon request. Notwithstanding the provisions above, Blueforce shall be entitled to maintain an action against the Buyer for any unpaid Goods and/or Services.
- 22. DEALINGS WITH GOODS** – Until it has paid for them in full:
 - (i) the Buyer must keep the Goods separately stored and marked as the property of Blueforce;
 - (ii) the Buyer must not (without Blueforce's prior written consent):
 - i. create or allow any interest in, or dispose or part with possession of the Goods;
 - ii. allow the Goods to be taken outside of Australia; or

iii. allow the Goods to become an accession to or commingled with any other property.

23. STORAGE – Blueforce reserves the right to make a reasonable charge to the Buyer for storage of Goods if delivery instructions are not provided by the Buyer or the Buyer fails to collect the Goods within 14 days of request by Blueforce for the same. The parties agree that Blueforce may charge for storage from the first day after Blueforce request the Buyer to provide delivery instructions or collect the Goods.

24. RETURNED GOODS - Blueforce is not under any duty to accept Goods returned by the Buyer and will do so only on terms to be agreed in writing in each individual case. If Blueforce agrees to accept return Goods from the Buyer, the Buyer must return the Goods to Blueforce at Blueforce's selected location.

25. LIABILITY AND INDEMNITY - the Buyer acknowledges that the Goods and/or Services may be required in a life-threatening situation and:

- (i) Acknowledges that Blueforce does not provide any medical advice or services, and the use of any Goods or Services is not intended to replace qualified medical advice, medical machinery, emergency medical assistance or the seeking of emergency services. Blueforce customers using any form of medical, panic, or security alarm should also attempt to seek further assistance by telephone or calling for help;
- (ii) Acknowledges that Blueforce is reliant upon the Buyer to provide and maintain accurate information and records to Blueforce which will be used in case of emergency, and Blueforce is not liable for any death or injury resulting from a failure by emergency services or another responder or contact to respond to emergency alerts including text messages or calls resulting from the use of any Goods or Services;
- (iii) Blueforce is not liable for any loss, injury or damage caused by emergency services or other persons responding to emergency alerts;
- (iv) Acknowledges that it is the responsibility of the Buyer to maintain, replace and repair any Goods, including charging and changing any batteries when necessary;
- (v) Acknowledges that the Goods and Services supplied by Blueforce may require access to 3G cellular network to communicate, and the availability of the Global Positioning System satellite network to determine its location;
- (vi) Acknowledges the Goods and Services supplied by Blueforce may not function correctly, or at all, in any of the following situations:
 - a. the Goods and Services will not be able to send an alert, or its location, if it is in an area with no coverage from the 3G cellular network of the telecommunications provider that it has been established with, or if there is a transmission failure;
 - b. the Goods and Services will not work on any other cellular network than the network that it is established with;
 - c. the Goods and Services cannot be taken overseas as they will not work in any other country;
 - d. Global Positioning System technology can be affected by certain atmospheric conditions, radio interference, buildings or other forms of interference which can block the Goods and Services connection to Global Position System satellites. The Goods and Services location information may not be available if Global Positioning System satellites are unavailable, or the Global Positioning System signal is blocked;
 - e. location information may not be able to be displayed to Blueforce if the location mapping service used by Blueforce is unavailable;
 - f. communication between the Goods and Services and a base unit may be affected by distance or radio frequency interference; and
- (vii) indemnifies and releases Blueforce from all liabilities, losses, actions, proceedings, costs, fees, expenses and damages claim by any person or entity, including the Buyer whatsoever incurred, arising out of or in connection with, or in consequence of any default of breach by the Buyer of any of its obligations owed to Blueforce under or in connection with these terms and conditions, with respect to loss or damage to property or personal injury or death arising directly or indirectly in connection with:
 - a. the negligence or breach of these terms and conditions by any person, employee, agent or subcontractor of Blueforce in the provision of the Goods and/or Services;
 - b. any malfunction or fault in the Goods and/or services;
 - c. any force of nature or matter outside of the control of Blueforce;
 - d. network failures, satellite failures, electrical or mechanical failures and or interruption including, but not limited to electrical disturbance, spike, brownout, blackout, outages to telephone, cable, telecommunications or other infrastructure;

- e. a failure to charge, test or incorrect usage of the Goods and/or Services, including but not limited to a failure to follow the various warnings described in any manual, instruction or direction provided by Blueforce; and
- f. any malfunction or fault in the Goods and/or Services.

26. PLACE OF CONTRACT - This contract for sale of Goods and/or Services is made in the State of Western Australia and the Buyer agrees to submit all disputes arising between it and Blueforce to the courts or tribunals of Western Australia.

27. VALIDITY - If any provision of these terms and conditions is deemed invalid, void, illegal or unenforceable, the validity, existence, the Galilee and enforceability of the remaining provision shall not be affected, prejudiced or impaired.

28. PERSONAL PROPERTY SECURITIES ACT - The Buyer acknowledges that:

- (i) if Blueforce determines that any contract incorporating these terms and conditions (or a transaction in connection with it) is or contains a security interest for the purposes of the *Personal Property Securities Act 2009* ('PPSA'), the Buyer consents to Blueforce effecting and maintaining a registration on the Personal Property Securities Register (in any manner Blueforce considers appropriate) in relation to any security interest contemplated or constituted by these terms and conditions in the collateral and the proceeds arising in respect of any dealing in Blueforce's collateral and the Buyer consents to Blueforce perfecting any security interest that it considers to arise from these terms and conditions and agrees to sign any documents and provide all assistance and information to Blueforce required to facilitate the registration and maintenance of any security interest to ensure that the security interest is enforceable, perfected and otherwise effective and has priority over all other security interests.
- (ii) Neither the Buyer nor Blueforce will disclose information of the kind mentioned in section 275(1) of the PPSA or any information contained in these terms and conditions and the Buyer will not authorise and will ensure that no other party authorises the disclosure of such information. This sub-clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.
- (iii) To the extent permitted by law, the Buyer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA. This sub-clause does not prevent Blueforce from giving a notice under the PPSA.
- (iv) To the extent the law permits, Blueforce need not comply with, and the Buyer may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of.
- (v) if Blueforce exercises a right, power or remedy in connection with these terms and conditions or a security interest that the terms and conditions provide for, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless Blueforce states otherwise at the time of exercise. However, this sub-clause does not apply to a right, power or remedy which can only be exercised under the PPSA.
- (vi) The Buyer must notify the Seller at least 14 days before it does any of the following:
- (vii) changes its name;
 - i. changes its place of registration or incorporation;
 - ii. changes or applies for an ACN, ABN, ARBN or ARSN under which an interest in any of the Goods is or will be held.
- (viii) The Buyer must notify the Seller if anything mentioned in sub-clause (vii) occurs immediately upon becoming aware of it.

29. Governing law - any contract between Blueforce and a Buyer is governed by the laws of Western Australia and of the Commonwealth of Australia.

30. Deed of guarantee and indemnity - If the Buyer is a company, rather than an individual, then this guarantee applies to these terms and conditions and in consideration of Blueforce providing the Goods and Services at the request of the guarantor(s), each director of the Buyer agrees to separately sign this deed of guarantee to personally guarantee the payment of all money payable by the Buyer to Blueforce, and:

- (i) Blueforce is entitled to require the directors to pay any money due from the Buyer to Blueforce without being required to institute any proceedings against the Buyer;
- (ii) This guarantee is a continuing security and shall not be wholly or partially discharged as long as any money due by the Buyer to Blueforce is owing or payable or which in the opinion of Blueforce may become owing or payable;
- (iii) The rights of Blueforce against any guarantor shall not be affected, prejudiced or discharged by:
 - i. any indulgence or extension of time granted by Blueforce to the Buyer or the guarantor(s);
 - ii. any contract incorporating these terms and conditions or the liability of the Buyer becoming invalid or unenforceable for any reason;
 - iii. the death, bankruptcy or winding up of the Buyer or a director of the Buyer as the case may be.
- (iv) If for any reason any of the obligations of the Buyer to Blueforce are rendered unenforceable against the Buyer, the guarantor(s) shall indemnify Blueforce against any resulting loss, cost or expense which Blueforce may suffer or incur including payment of any third-party disbursements.
- (v) The guarantor(s) charge all of the guarantor(s) right, title and interest in any land and personal property held now or in the future by the guarantor(s) or any one or more of them to secure the payment of the guaranteed debt. The guarantor(s) consent to Blueforce lodging a caveat to protect Blueforce's interest under this sub-clause. If a demand is made by Blueforce, the guarantor(s) agree to immediately execute a mortgage or other instrument of security, on terms satisfactory to Blueforce to further secure the payment of the guaranteed debts.
- (vi) The guarantor(s) agree to pay all legal costs, on an indemnity basis, disbursements and expenses incurred by the law practice arising from a breach of this deed of guarantee by the guarantor(s).
- (vii) This deed of guarantee is governed by the law of Western Australia.
- (viii) A certificate signed by an authorised officer of Blueforce stating the sum due and owing by the guarantor(s) at the date specified in the certificate will be a conclusive statement and will be binding on the parties at the date of that certificate in the absence of a manifest error.
- (ix) Blueforce may appropriate any moneys received by from or on behalf of the Buyer in or towards discharging any liability arising under any contract incorporating these terms and conditions.
- (x) If the Buyer is subject to any external insolvency administration, the guarantor(s) will not prove in that external insolvency or administration in competition with Blueforce. The guarantor(s) authorise Blueforce to prove for all monies owing to the guarantor(s) by the Buyer and to appropriate any dividends otherwise payable to the guarantor(s) until Blueforce has received 100 cents in the dollar to the guaranteed debts.
- (xi) If a clause in this deed of guarantee is void, illegal or unenforceable, it may be severed without affecting the enforceability of any other provision.

TERMS & CONDITIONS OF USE

By accessing or using this website, you agree to the terms of use of our website, which are set out below. The Terms of Use include our legal disclaimer and our privacy policy, and any other terms or conditions on this website.

We may change the Terms of Use at our discretion and without notice. A version of the current Terms of Use will always be available on this website. By continuing to use our website you accept the Terms of Use and any changes as they apply from time to time.

1. TERMS OF USE

- (a) You and Your means the user of the Blueforce website.
- (b) Our, Us, We, and Blueforce means Blue Force Pty Ltd and its related bodies corporate (as defined by the *Corporations Act 2001* (Cth)), and includes Bluesecurity, Blueassist, and Bluecom.
- (c) Your access to and use of the Blueforce website is subject to these terms and our privacy policy.

- (d) The policies on this web site apply to this website which is operated by Blueforce, under the domain name blueforce.com.au.
- (e) These policies may also apply to services offered by Blueforce on websites hosted by third parties. If so, express reference to these policies will be made on those websites.
- (f) As the Blueforce website develops and as technology evolves, Blueforce will continue striving to provide you with better and more customised services and with a more effective website. Blueforce encourages you to review the privacy policy and the terms of use periodically because they may change from time to time.
- (g) You must use the Blueforce website in accordance with the Terms of Use.

2. LINKS TO OTHER WEBSITES

This website may contain links to other websites, content or resources, which are owned or operated by third parties.

These linked websites are not under our control and we are not responsible for the operation, availability or contents of any linked website or any link contained in a linked website.

We provide these links to you for convenience only and the inclusion of any link does not imply our endorsement of the linked website.

You access linked websites at your own risk. Subject to any non-excludable rights, we disclaim all warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on linked websites. You should carefully review the terms of use and privacy policies of all other party's websites that you visit.

We reserve the right to prevent third parties from linking to this website.

3. PRICES OF PRODUCTS AND SERVICES FOR SALE

Prices shown are in Australian dollars and include GST where applicable. Prices are subject to change. Images of products shown without any advertised price beside that image are not offered for sale. Unless otherwise stated, any accessories shown in any image of products are not included in the price. We reserve the right to correct any errors published on the website.

Prices expressed to be inclusive of installation or fitting charges are subject to onsite inspection and additional installation fees may apply. Additional installation fees and surcharges may apply where goods are required to be installed outside of the metropolitan area, as determined by Blueforce in its sole discretion.

4. WEBSITE INFORMATION

Each product or service purchased is sold subject to its Product or Service Description. We will take reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto our system. Although we aim to keep the website as up to date as possible, the information, including Product and Service Descriptions, appearing on this website at a particular time may not always reflect the position at the exact moment you place an order.

We reserve the right to withdraw any products or services from this website at any time and/or remove or edit any materials or content on this website without notice.

Photographs of goods are for illustrative purposes only and while we do our best to ensure they match the product description, they may vary from the goods described. Images may include additional elements for demonstration purposes.

The information contained in this website is provided in good faith and on an 'as is' basis. We do not represent or warrant to the reliability, accuracy or completeness of the information contained on this website. To the extent permitted by law, we are not responsible or liable for any liabilities (either direct, indirect, consequential or damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this website.

5. OWNERSHIP OF WEBSITE CONTENT

All materials displayed on the Blueforce website, including without limitation all text, materials, graphics, software, tools, advertisements, names, logos and trademarks ("Content") are the property of Blueforce or have been reproduced under licence or agreement with its owner. Content must not be modified, copied, reproduced, republished, downloaded, uploaded to a third party, posted, transmitted, or distributed in any way except with the express prior consent of Blueforce.

6. REFUSAL OF TRANSACTION

We may refuse to process a transaction for any reason or refuse service to anyone at any time in our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any product from this Website whether or not that product has been sold, removing or editing any materials or content on the Website, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

7. ORDERS

- (a) Please choose carefully. We recommend you carefully preview any proposed orders before adding them to your shopping cart and proceeding with your order.
- (b) You and Blueforce may enter into a contract for the sale and supply of products or services by you making an offer via the website to purchase a product or service at the price advertised on the website by:
- i. placing an electronic order for the products using the website;
 - ii. you confirming the order details in accordance with the procedure on the website;
 - iii. you making payment in full (plus any applicable delivery charges) on the website; and
 - iv. the acceptance of that offer by Blueforce.
- (c) When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the product(s) only when:
- i. any requirements set out in these terms have been met;
 - ii. the electronic instruction containing the offer from you enters and is recorded in our database;
 - iii. a record is created and stored in our database; and
 - iv. Blueforce receives in its account full payment from you for the product or service (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.
- (d) You acknowledge that:
- i. the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by Blueforce online for reasons beyond either party's reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website provider or systems;
 - ii. to the extent permitted by law, Blueforce is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
 - iii. Blueforce may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you; and
 - iv. Blueforce may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

- (e) You will receive an email from Blueforce as soon as practicable after you have confirmed your order and made payment. If you have any questions regarding your order you may contact us via our website.
- (f) If your order is not accepted by Blueforce, Blueforce will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.
- (g) Blueforce may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products or services on the website, or an error in your order.
- (h) Any representations made about stock availabilities are accurate to the last known stock level and are subject to change. If Blueforce cannot supply a particular product, Blueforce will notify you by telephone or email as soon as possible.
- (i) Blueforce will be deemed to have accepted your order on the first to occur of issue to you by email of confirmation or a tax invoice for the sale and the fulfilment of your order.
- (j) Any order placed through the website is an offer by you to purchase the particular product(s) or service(s) for the price notified (including the delivery and other charges and taxes) at the time you place the order.
- (k) Prior to the dispatch of an order, you may cancel all or any part of an order (including orders that we have accepted) due to circumstances beyond your reasonable control but not if you simply change your mind, without any liability to us for that cancellation. If you do, then you must provide us notice (including reason) before the dispatch of an order. You cannot cancel all or any part of an order after the order has been dispatched by us.

8. PAYPAL AND CREDIT CARD FRAUD

The website employs [insert name of gateway] secure payment gateway to secure our payment systems. We reserve the right to request additional identification from customers, and to reject orders where the ID is not supplied or does not meet our criteria.

To the extent permitted by law, Blueforce will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card or PayPal account is fraudulently used or is used in an unauthorised manner.

9. DISCLAIMER AND INDEMNITY

- (a) To the extent permitted by law, Blueforce excludes all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:
 - i. errors, mistakes or inaccuracies on the website;
 - ii. you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;
 - iii. personal injury or property damage of any kind resulting from your access or use of the website;
 - iv. any unauthorised access to or use of the websites secure servers;
 - v. any interruption or cessation of transmission to or from the website;
 - vi. any bugs, viruses, Trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or
 - vii. the quality or fitness for any purpose of any linked sites.
- (b) Except as expressly provided in these terms, and to the fullest extent allowed by the law, Blueforce and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.
- (c) You will at all times indemnify, and keep indemnified, Blueforce, and each of its related bodies corporate, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms.

(d) This clause is not intended to exclude or limit any rights which you may have under the *Competition and Consumer Act 2010* (Cth).

10. MEDICAL ADVICE

Any medical or health information supplied on this website or by a Blueforce representative is a guide only and should not be relied upon as professional advice. Users of Blueforce products and services should consult a doctor or medical professional prior to accepting any claims made on the Blueforce website or by a Blueforce representative.

11. DELIVERY OF TERMS AND CONDITIONS AND PRIVACY DOCUMENTS

You accept that the terms and conditions and privacy policy were available at the time of your offer on the Blueforce website. If you have offered to engage Blueforce for the provision of any services, you will receive relevant contractual agreements and any further conditions by email upon acceptance of your offer by Blueforce.

PRIVACY POLICY

There are two primary reasons we require such information.

- a) To supply services to our members,
- b) To enable us to communicate with members

Under no circumstances will we sell members' information. The only time information is disclosed to a third party is when it is related to the provision and/or improvement of services or if we are required to do so by Australian law. In both cases these entities meet with strict guidelines to preserve members' privacy.

For our members' convenience, cookies are used in this site. These pieces of information are applied to our site to enhance its functionality to save you having to input the same information time and time again.

Our site does not use cookies to store personal information about you or to track your internet usage. This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

The data recorded is strictly of a non-personal nature and is used to assist us in improving content and services offered. Information recorded relates to website traffic and usage statistics.

Email addresses recorded by us for specific requested services and subscriptions are not disclosed to third parties and remain secured by us. Members are able to opt out of receiving such material at any time by unsubscribing through the specified channels.