

Terms and Conditions of Website Use

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IMPORTANT: READ BEFORE YOU ORDER

1. The generation and forwarding of an order by you (the "Customer") using Retail Edge constitutes an offer to purchase the products from Corporate Express Australia Limited ("Corporate Express"). All orders are subject to acceptance by Corporate Express, and are otherwise subject to its general terms and conditions of sale.
2. The display of products and prices on [insert website address] does not constitute an offer by Corporate Express to unconditionally supply the products at displayed prices. All products and prices shown are indicative only, and are subject to product availability and price changes.
3. All product descriptions are either provided directly from the product manufacturer, or based upon information provided directly by the product manufacturer. As a reseller only, and to the fullest extent permitted by law, Corporate Express excludes all responsibility or liability for or arising out of any inaccurate or erroneous product description which appears on Retail Edge.
4. All intellectual property rights to Retail Edge, including design layout, graphics and content belong to Corporate Express. No copying, modification or distribution of the same is permitted without the prior written consent of Corporate Express.
5. Access to Retail Edge may be terminated at any time by Corporate Express.
6. Retail Edge has been prepared for Australian & New Zealand users only. The Customer represents and warrants to Corporate Express that it is a resident of Australia or New Zealand.
7. Corporate Express accepts no liability for the Customer's security breaches, unauthorised use of the Customer's credit card or credit account, fraud, forgery or mistaken or unauthorised orders or payments.
8. Corporate Express shall not be responsible for any errors or omissions contained in or on Retail Edge. The Customer relies on the information contained in Retail Edge at its own risk. The information in Retail Edge is supplied on condition that any person accessing or using the information will make his or her own determination as to the accuracy and usefulness of the information.
9. Corporate Express reserves the right to make any changes to the information contained in and the layout of Retail Edge, including changes to its product range, ordering mechanisms and ordering terms.
10. Except in respect of implied warranties which cannot be excluded by law, Corporate Express does not make any representation or warranty about the accuracy, suitability for any purpose, merchantability of, title to or usefulness of the information on and contents of Retail Edge or the products it supplies.
11. Corporate Express shall not be liable for any damages whatsoever (including special, indirect, consequential, or incidental damages or damages for loss of profits, revenue, or loss of use) arising out of or relating to Retail Edge or the information contained therein or the products it supplies whether such damages arise in contract, in tort, in equity, under statute, at law or otherwise.

General Terms and Conditions of Sale

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IMPORTANT: READ BEFORE YOU ORDER

1. **Scope:** All goods and services ("Products") supplied by Corporate Express Australia Limited ("CE") are supplied on these terms and conditions, with the exception of liquor products which have additional terms and conditions of sale (see below).
2. **Order Acceptance:** No order shall be binding on CE until accepted by CE. An individual contract for the supply of Products, on these terms and conditions, is formed on acceptance by CE of an order from the Customer. CE reserves the right to accept any order in whole or in part. Where CE makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by CE.
3. **Payment Terms:** All orders must be paid for via valid credit card at the time of order placement.
4. **Title to Products:** Ownership in the Products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Products or otherwise, to CE. Risk in the Products will pass on delivery to the Customer.
5. **Delivery:** CE reserves the right to charge for delivery of the Products at any time, notwithstanding that it may not have previously done so. Administrative fees may also be imposed for orders under certain dollar values. Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically

accepted by CE.

6. **Returns:** Any Products which are damaged or defective, delivered after their "use by" or "best before" date, or which are not otherwise in accordance with the Customer's order, or which the law provides may otherwise be returned to Corporate Express may be returned to CE within a reasonable time after the Customer has had a reasonable opportunity of inspecting the Products, at no cost to the Customer. The Customer may otherwise return Products to CE and obtain a credit:
- except for specially purchased products, products specifically tailored for the Customer's requirements, IT consumables, computer hardware, furniture, and canteen products which may not be returned;
 - provided that it does so within 14 days of delivery and a return authorisation is obtained from CE;
 - provided that the Products are in their original packaging, unopened, of a current make and model, and otherwise as new and in a saleable condition;
 - at the Customer's own expense, or to the Customer's account; and
 - on the basis that risk in the Products remains with the Customer until the Products are received by CE, and that a restocking or return fee may be charged.

Notwithstanding the provisions of this clause 6, Corporate Express will not accept a returned Product where the Customer has caused the Product to become unmerchantable or failed to take steps to prevent the Product from becoming unmerchantable or the Product has become damaged by abnormal use whilst in the possession of the Customer.

7. **Liability:** Except for those required or implied by legislation, CE gives no express warranty in relation to products and services supplied to the Customer, and the Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of CE. Certain legislation may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of CE under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of CE to:
- If the breach or liability relates to goods:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired;
 - if the breach or liability relates to services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.

Except to the extent the law provides that liability is not able to be excluded, CE shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by CE or the failure of CE to comply with these terms and conditions.

8. **Conflicts:** These terms and conditions will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, CE will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. CE reserves the right to change these Terms and Conditions at any time. Additional terms and conditions also apply when order is placed via NetXpress, which are displayed on NetXpress.
9. **GST:** CE reserves the right to recover from the Customer all goods and services tax ("GST") payable in respect of the supply of goods and services to the Customer.
10. **Jurisdiction:** These terms and conditions are governed by and will be construed in accordance with the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of that state.
11. **No Waiver:** The failure by CE to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.
12. **Liquor Terms:**
- 13.1. All liquor and products containing alcohol ("Liquor") supplied by CE Australia Limited ABN 94 000 728 398 ("CE") are supplied on these terms and conditions. No order shall be binding on CE until accepted by CE. An individual contract for the supply of Liquor, on these terms and conditions, is formed on acceptance by CE of an order from the Customer identified on this invoice/ delivery docket ("Customer").
- 13.2. Liquor is sold pursuant to the following licences, depending on where the sale occurs: Victorian Liquor Licence 36067246; ACT Liquor Licence 14005518; Tasmanian Liquor Licence 74819457, or NSW Packaged Liquor Licence Number LIQP770010022.
- 13.3. Both the Customer and the person placing the order for Liquor warrant to CE that
- he or she is not under the age of 18 years;
 - he or she is not procuring the Liquor for or on behalf of a person who is under the age of 18 years; and
 - a person over the age of 18 years will be available to accept delivery at the Customer's place of business. Both the Customer and the person placing the order for Liquor will and do indemnify CE from and against any claim made against, or loss, expense, fine or penalty incurred by, CE arising out of a

breach of this warranty.

Liquor Terms and Conditions of Sale - NSW

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IMPORTANT: READ BEFORE YOU ORDER

1. All liquor and products containing alcohol ("Liquor") supplied by Corporate Express Australia Limited ABN 94 000 728 398 ("Corporate Express") are supplied on these terms and conditions. No order shall be binding on Corporate Express until accepted by Corporate Express. An individual contract for the supply of Liquor, on these terms and conditions, is formed on acceptance by Corporate Express of an order from the Customer identified on this invoice/ delivery docket ("Customer").
2. Each contract for sale of Liquor is made at, and the sale of Liquor occurs at, 163 O'Riordan Street, Mascot NSW. Each contract for the sale of Liquor is governed by, and is to be construed in accordance with the laws of New South Wales . Each contract for the sale of Liquor is made under and pursuant to Packaged Liquor Licence LIQP770010022.
3. Both the Customer and the person placing the order for Liquor warrant to Corporate Express that he or she is not under the age of 18 years, and that he or she is not procuring the Liquor for or on behalf of who is under the age of 18 years. Both the Customer and the person placing the order for Liquor will and do indemnify Corporate Express from and against any claim made against, or loss, expense, fine or penalty incurred by, Corporate Express arising out of a breach of this warranty.

Liquor Terms and Conditions of Sale

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1. All liquor and products containing alcohol ("Liquor") supplied by Corporate Express Australia Limited ABN 94 000 728 398 ("Corporate Express") are supplied on these terms and conditions. No order shall be binding on Corporate Express until accepted by Corporate Express. An individual contract for the supply of Liquor, on these terms and conditions, is formed on acceptance by Corporate Express of an order from the Customer identified on this invoice/ delivery docket ("Customer").
2. Each contract for sale of Liquor made in the state of Victoria is made at, and the sale of Liquor occurs at, 111 Turner Street, Port Melbourne, Victoria. Each contract for the sale of Liquor in Victoria is governed by, and is to be construed in accordance with the laws of Victoria . Each contract for the sale of Liquor in Victoria is made under and pursuant to Liquor Licence 36067246 held by Corporate Express Australia Limited .
3. All other contracts for sale of Liquor are made at, and the sale of Liquor occurs at, 163 O'Riordan Street, Mascot, NSW. Each contract for the sale of Liquor is governed by, and is to be construed in accordance with the laws of New South Wales . Each contract for the sale of Liquor is made under and pursuant to Packaged Liquor Licence LIQP770010022.
4. Both the Customer and the person placing the order for Liquor warrant to Corporate Express that he or she is not under the age of 18 years, and that he or she is not procuring the Liquor for or on behalf of a person who is under the age of 18 years. Both the Customer and the person placing the order for Liquor will and do indemnify Corporate Express from and against any claim made against, or loss, expense, fine or penalty incurred by, Corporate Express arising out of a breach of this warranty.

Privacy Statement

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1. All personal information collected and stored by Corporate Express Australia Limited ("Corporate Express") as a result of your use of NetXpress is used by Corporate Express only for the purposes of facilitating the supply of products and services to you, the customer and servicing our relationship with you. It is not disclosed to any third party, except where the customer has authorised disclosure to a third party e-commerce facilitator.
2. Customer contact information may also be used by Corporate Express for some direct marketing purposes.
3. Cookies generated by the use of NetXpress are used only to validate access to NetXpress. They are not used to identify individuals, nor used to track navigation patterns, or the address of the website from which a customer may have entered NetXpress. Corporate Express also collects date of birth details from customers who order liquor/ alcohol over NetXpress. Corporate Express is required by Liquor Licensing laws to obtain the date of birth of the person placing an order for liquor products. This information is used solely for the purposes of complying with legal obligations, and in order to ensure alcohol is not sold to persons under the age of 18 years. [Click here for a copy of our privacy policy](#).

Intellectual Property

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IMPORTANT: READ BEFORE YOU ORDER

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2. Corporate Express is the registered or common law owner or licensed user of the following trademarks and all intellectual property rights associated therewith:



3. No copying, modification or distribution of these marks is permitted without prior consent. Nothing on this Web Site may be construed as granting to any user any licence whatsoever in respect of the intellectual property appearing on this Web Site.
4. Corporate Express makes no representations or warranties that the use of this Web Site or the information contained herein will not infringe any person's intellectual property rights.

Content And Liability Disclaimer

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1. Corporate Express shall not be responsible for any errors or omissions contained in or on this Web Site. You rely on the information contained in this Web Site at your own risk. The information in this web Site is supplied on condition that any person accessing or using the information will make his or her own determination as to the accuracy and usefulness of the information.
2. Corporate Express reserves the right to make any changes to the information contained in and the layout of this Web Site, including changes to its product range, ordering mechanisms and ordering terms.
3. Except in respect of implied warranties which cannot be excluded by law, Corporate Express does not make any representation or warranty about the accuracy, suitability for any purpose, merchantability of, title to or usefulness of the information on and contents of this Web Site or the products it supplies.
4. Corporate Express shall not be liable for any damages whatsoever (including special, indirect, consequential, or incidental damages or damages for loss of profits, revenue, or loss of use) arising out of or relating to this Web Site or the information contained therein or the products it supplies whether such

damages arise in contract, in tort, in equity, under statute, at law or otherwise.

Information

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IMPORTANT: READ BEFORE YOU ORDER

1. Unless specifically labelled otherwise, and accepted on that basis by Corporate Express, all information provided to Corporate Express in connection with this Web Site shall be treated by Corporate Express as non confidential.
2. The contents of this Web Site have been prepared for Australasian audiences only.

Website Links

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IMPORTANT: READ BEFORE YOU ORDER

1. Corporate Express accepts no responsibility or liability for the content of any other website which is linked to this website, nor does the existence of such a link imply any endorsement, representation or support by Corporate Express.