

1. General

- a) These Terms & Conditions for Customers (Terms & Conditions) will apply to all sales made via phone, email, fax, online or in person by personnel (including its officers, employees, contractors, consultants and agents) (Authorised Personnel) from Honour International Trading Pty Ltd (ABN 34 120 524 656) (HIT Dental and Medical supplies, or HIT):
 - i. www.hitonlineshop.com;
 - ii. (each, a site)
- b) The Customer must at all times comply with these Terms & Conditions, and ensure that each of its Authorised Personnel also comply with these Terms and Conditions. To the extent that these Terms and Conditions involve the giving of consent by or on behalf of Authorised Personnel, the Customer enters into these Terms and Conditions as agent of each of its Authorised Personnel.

2. Customer's and Authorised Personnel's Warranties

- a) By accessing and making a purchase, the Authorised Personnel represents, warrants and undertakes that he or she is a duly authorised representative of the Customer for the purposes of entering into and accepting these Terms and Conditions on the Customer's behalf and has all necessary, current and valid legal authority to enter into these Terms & Conditions on behalf of the Customer and bind the Customer to them.
- b) The Customer and the Authorised Personnel warrant that:
 - i. all information and data provided by the Customer or the Authorised Personnel to us through various communication methods (including as part of the customer registration process) is true, accurate, complete and up to date;
 - ii. the person receiving the Products at the Delivery Address or collecting the Products on the Customer's behalf is authorised by the Customer to do so; and
 - iii. the Customer and the Authorised Personnel will comply with all relevant laws relating to the Customer's use of the Site and the Customer's placement of any Order to us.

3. Registration

- a) The Customer must complete the customer registration process before placing an Order for Products.
- b) Any personal information that the Customer or Authorised Personnel disclose during the registration process will be handled by HIT in accordance with our privacy policy.

- c) The Customer:
 - i. is only entitled to register one account;
 - ii. is not entitled to transfer (including to related entities) its account;
 - iii. is responsible for maintaining the confidentiality of all login details (and HIT is not responsible or liable for unauthorised access to the Customer's account); and
 - iv. may update, edit or terminate its account at any time through a Site.
- d) The Customer must not have more than two delivery addresses per account.
- e) If Authorised Personnel choose to use a personal email address to set up the Customer's account, then the Authorised Personnel is responsible (including on behalf of the Customer) for ensuring that he or she complies with the rules, policies or protocols that apply to the use of that email address.

4. Pricing and Availability

- a) We try to ensure that all details, descriptions and prices which appear on this Site are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your Order at the correct price or cancelling it.
- b) Prices are inclusive of GST. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

5. Placing an Order for Products

- a) The Customer may Order Products by selecting and submitting an Order through the website in accordance with these Terms & Conditions.
- b) All orders are subject to availability and confirmation of order price.
- c) Where an Order is placed for a Product using the Customer's registered account, the Customer acknowledges that is an offer by the Customer to purchase the particular Product for the price notified to the account user (including the delivery and other charges and taxes) at the time the Order is placed.
- d) We may ask the Customer to provide additional details or require the Customer to confirm account details to enable us to process an Order placed.
- e) The Customer must provide us with current, complete and accurate details when asked to do so by HIT staff.

6. Acceptance or rejection of an Order

- a) HIT reserves the right to reject the Customer's Order for any reason, including if the requested Product is not available, if there is an error in either the price or the Product description posted online or printed on promotional material, or an error in the Customer's Order.
- b) Each Order placed for Products that HIT accepts results in a separate binding agreement between the Customer and HIT for the supply of the Ordered Products. For each Order accepted, HIT will supply the selected Products in that Order to the Customer in accordance with these Terms & Conditions.
- c) If HIT rejects an Order placed by the Customer, HIT will use reasonable endeavours to notify the Customer of that rejection at the time the Customer placed the Order or within a reasonable time after the Customer submits the rejected Order.

7. Minimum and maximum amounts in each Order

- a) Unless otherwise agreed or indicated, and subject to clause 9:
 - i. the Customer may only obtain up to certain amount of a particular Product in each Order set by HIT and change from time to time (please be aware that there may be lower limits for particular Products or particular States or Territories as determined by us, and notified to you, from time to time. We will inform the Customer of these limits at the time when the Customer places the Order or within a reasonable time after the Customer submits the particular Order); and
 - ii. the minimum purchase amount for each Order is \$20.00 (excluding the Delivery Fee).
- b) Unless otherwise agreed, the Customer is not permitted to purchase any items for resale to a third party or for trade purposes. If HIT has a reasonable suspicion in relation to the quantity of item/s the Customer has Ordered, then we may contact the Customer to investigate the Order. HIT reserves the right to rescind an agreement to supply Products where it reasonably determines that the Customer has exceeded the maximum number of items allowed in a single Order.
- c) Subject to clause 9, if the Customer wishes to place an Order that differs from our Ordering requirements, then the Customer may contact our Customer Service on 1300 118 668 during Contact Hours. If HIT agrees to an Order that is in excess of the maximum number of items, the Customer agrees that the delivery time for that particular Order may be longer than our usual delivery times for standard Orders. HIT recommends that the Customer allows at least 3 days (or such other period as notified to the Customer on acceptance of the

Order) between Ordering and delivery.

- d) If HIT reasonably believes the Customer is placing multiple Orders (or using any other means), whether under the same or different registration details, for the purposes of circumventing the Order limits, all such Orders may be cancelled by us without notice to the Customer.

8. Delivery of Products

- a) We will only deliver Products Ordered to a location where we can arrange delivery services. The Customer may receive multiple deliveries in relation to a single Order. Where there are multiple deliveries in relation to a single Order, each delivery will be described at the checkout point. We, or our delivery company, may need to contact the Customer to arrange a separate delivery date.
- b) The Customer may obtain further information about our delivery timeframes and how we will deliver the Customer's Products.
- c) We will deliver the Customer's Order using a "contactless delivery service" (unless the Customer has chosen the "leave order unattended" or "self-isolation" option) and we will deliver the Products to the front door at the relevant Delivery Address, may take a photo of the Products to confirm delivery and will knock on the Customer's door or otherwise attempt to notify the Customer of the delivery. The Customer or its Authorised Personnel must be present at the Delivery Address to accept a "contactless delivery", however will not be required to provide a signature upon delivery. If the Customer requests us to deliver the Products inside a premise or building at the Delivery Address and we agree to do so, then the Customer is responsible for all loss or damage suffered by us in connection with our delivery of the Products beyond the front door of the Delivery Address.
- d) The Customer agrees to comply with certain delivery requirements specified in these Terms and Conditions and such other requirements that we notify to the Customer when the Customer places its Order.
- e) If the delivery relates to the Customer's first Order or the Order contains a high value Product, then Authorised Personnel must be present to accept the delivery of that Order and, at our request, the Authorised Personnel will be required to provide us with photographic identification.
- f) If there is no appropriate person (for example, above 18 years old) at the Delivery Address to receive the Order or, if Authorised Personnel are required to be present at the time of delivery and such Authorised Personnel are not present at that time, then:

- g) we will not deliver the Products the Customer has Ordered; and
- h) we may charge the Customer a redelivery fee of up to \$25 and other related charges for Customer's Order that we have accepted.
- i) Where there is no one (unless the Customer has selected the "leave order unattended) or no appropriate person at the Delivery Address, we will endeavour to contact the Customer or the Customer may contact us to arrange for delivery at a different time, and we may charge the Customer an additional Delivery Fee for that replacement delivery.
- j) Other than as required under paragraph (e) for the Customer's first Order, the Customer:
 - i. acknowledges and agrees that any person at the Delivery Address who receives the Products is authorised by the Customer to receive the Customer's Order and, where relevant, make payment for that Order.

9. Collect Orders

- a) Collect is only available from HIT warehouse locations. During the Ordering process, the Customer will be required to select a method of shipment from which the Customer will collect the Order. An estimated collection date will be displayed at the time the Customer's Order is placed, or informed by HIT staff.
- b) The Customer agrees to comply with the collection requirements specified in this clause and such other requirements that we notify to the Customer or its Authorised Personnel when the Customer places its Collect Order:
 - i. the Customer (or its Authorised Personnel) must collect its Order from the warehouse location selected by it when it placed the Customer Order;
 - ii. photographic identification and a signature must be provided by Authorised Personnel when he or she collects the Customer's Grocery Order; and
 - iii. the card used for payment is required to be shown when the Customer (or its Authorised Personnel) collect the Customer's Order.
- c) If the Authorised Personnel will not be the person collecting the Customer's Order then the Customer representative must provide us with proof of their identity (including photographic identification) and, where relevant, age, and the card used for payment.
- d) If the Customer, or its Authorised Personnel, does not supply the appropriate identification or the relevant card of purchase:
 - i. will not allow collection of the products the Customer has Ordered.

- e) The Customer and its Authorised Personnel acknowledge and agree that we may record the details of any identification provided in relation to collection of Products.

10. Bulk Orders and Remote Delivery

- a) Where we classify an Order as a “Bulk Order”, the Customer's Order may attract a handling charge depending on the size of the Customer's Order. Examples of Orders that we classify as “Bulk Orders” are as follows:
 - i. Order of Products over normal retail quantities;
 - ii. Orders that total over 250kg will be subject to a bulk delivery fee, as they require special handling and transport allocation.
 - iii. Multiple Orders placed during any 7 day period that combined volume meets or exceeds the Bulk Order criteria.
- b) If the Customer's Order is a Bulk Order, we will contact the Customer as soon as possible after the placement of the Customer's Order to advise the Customer of the exact handling charge payable in respect of the Customer's Order.
- c) If the Customer is unsure whether the Order is a Bulk Order and would like to find out the exact handling charge payable in respect of its Order before it places the Order, please contact our Customer Service on 1300 118 668 or email contact@hitonlineshop.com.
- d) We value the Customer's Orders. To enable us to service the Customer better, we request that the Customer contact our Customer Service Centre on 1300 118 668, prior to the placement of any Bulk Orders to allow us to ensure that the appropriate stock is Ordered and available for the Customer's requirements (Bulk order pricing may be applicable)

11. Remote Delivery

- a) Remote delivery fees shall apply and such fees will vary depending on the Customer's delivery location. These will be communicated after checkout once the Customer has entered the Customer's address.

If the Customer would like to find out the exact remote delivery fee payable in respect of the Customer's Order before the Customer place the Customer's Order, the Customer or its Authorised Personnel should contact our Customer Service on 1300 118 668 or email contact@hitonlineshop.com.

12. Fraud and risk assessment

- a) We have processes in place to assist in detecting transactions that may be illegal or in breach of these Terms & Conditions. We may contact the Customer by telephone or email to confirm the Customer's payment and information

details. If we are unable to confirm the Customer's details, we may make further inquiries or cancel the Customer's Order.

- b) If the Customer (or its Authorised Personnel) are unsure whether the person contacting the Customer is from HIT, please contact our Customer Service on 1300 118 668 or email contact@hitonlineshop.com

13. Risk and title

- a) Risk in the Products passes to the Customer on the date and time of delivery to the Delivery Address (or for Collect Orders, at the time of collection from a HIT warehouse locations). Title to the Products passes to the Customer on the later of the date and time of:
 - i. payment for those Products;
 - ii. delivery of those Products to the Delivery Address; and
 - iii. for Collect Orders only, collection of those Products from a HIT Warehouse Locations.

14. Cancelling an Order

- a) We may cancel any Order or part of an Order (including any Orders that we have accepted) without any liability to the Customer for that cancellation at any time if:
 - i. the requested Products in that Order are not available; or
 - ii. there is an error in the price or the Product description posted in relation to the relevant Product in that Order; or
 - iii. that Order has been placed in breach of these Terms & Conditions.

- b) If we cancel an Order in accordance with:
 - i. paragraph (a)(i) or (a)(ii) (where Product is unavailable or there is a pricing or Product description error): we will provide the Customer with reasonable notice of that cancellation, and will not charge the Customer for the cancelled Order. If any payment has been taken for the cancelled Order, then the full payment amount, including any Delivery Fee and other fees and charges, will be refunded to the Customer via the original payment method or through an alternative means.
 - ii. paragraph (a)(iii) (where the Customer is in breach of these terms and conditions): we will provide the Customer with reasonable notice of that cancellation. If the Customer's Order is cancelled before the day of delivery or collection, then the full payment amount, including any Delivery Fee and other fees and charges, will be refunded to the Customer's original payment method or through an alternative means. If the Customer's Order is cancelled on the day of delivery or collection, provided we are not also in breach of these Terms & Conditions, then we may charge the Customer a cancellation fee of the lesser of \$20 or the

value of the payments made, in addition to the charges for any perishable Products that were Ordered. If any payment has been made in excess of \$20 plus the charges for any perishable Products that were Ordered, we will refund that excess amount to the Customer's original payment method or through an alternative means.

- c) The Customer may cancel an Order (whether it is accepted by us or not):
- i. through the Site up to 30 mins before the delivery or collection window closes (as specified). If the Customer cancels the Order before the delivery or collection window closes, no fees or charges will apply to that cancellation; or
 - ii. in all other circumstances, by contacting Customer Service on 1300 118 668 during Contact Hours. In this instance, if the Customer cancels an Order that has been accepted by us:

A. before the day of delivery or collection, then no fees or charges will apply to that cancellation; and

B. on the day of delivery or collection, then we may charge the Customer a cancellation fee of the lesser of \$20.00 or the costs to HIT arising from the cancellation.

- iii. If the Customer cancels an Order in respect of which we have taken payment, then the full payment amount, including any Delivery Fee and other fees and charges other than any fee payable will be refunded to the Customer using the original payment method or through an alternative means.

15. Fees and charges

- a) We will charge the Customer, and the Customer agrees to pay, the following fees and charges in relation to an Order that we accept (as applicable):
 - i. the purchase price of each Product that is Ordered;
 - ii. the delivery fee provided to the Customer at the time the Customer selected the relevant delivery window when placing the Customer Order ("Delivery Fee"); and
 - iii. the cancellation fee for an Order that is cancelled; and
 - iv. any other fees and charges set out in these Terms & Conditions.
- b) All fees and charges identified in these Terms & Conditions and all prices for the Products include GST where applicable.
- c) The purchase price of each Product is shown on the Product list on a Site at the time the Authorised Personnel places the Customer's Order. The purchase price of a Product may not be the same or correspond to the prices.

- d) The Customer acknowledges that:
 - i. we are not required or obliged to match any prices for any Products, including matching any prices for a Product that is available; and
 - ii. all pricing displayed may differ depending on the location the Customer has selected (for example, the price for a Product in Brisbane may differ to the price for that same Product in Melbourne).
- e) Prices for Products change from time to time and we do not provide any notice of these changes. Subject to these Terms & Conditions, once we have accepted the Customer's Order, we will not change any prices that apply to the Products in that Order.
- f) If a Product that the Customer has Ordered is not available and we have not provided the Customer with a substitute, we will provide the Customer with a refund within 3-5 business days to the Customer's card of purchase to the value of the Products (excluding delivery) that were not supplied to the Customer.

16. Payment methods

- a) Subject to paragraph (c) below, the Customer must pay the fees and charges online using a card or method in paragraph (b).
- b) We accept the following credit cards and payment methods:
 - i. Visa and Visa Debit
 - ii. MasterCard and MasterCard Debit
 - iii. EFT
 - iv. Cheque which is made to: Honour International Trading Pty Ltd
- c) Subject to the Terms and Conditions set out in the HIT Online Credit Application Form, and our confirmation that you have been granted credit facilities, Customers may use HIT' 30 day credit facility to make purchases. All credit accounts are payable within 30 days of a statement being issued by HIT. All purchases made using the 30 day credit facility must be above the standard minimum purchase amount of \$20 per purchase and an average of \$500 per month over a 3 month period.

17. Promotional Codes

- a) We may from time to time offer promotional codes which may apply in respect of any, or certain specified, purchases made through this Website.
- b) The conditions of use relating to any promotional code will be specified at the time of issue.
- c) All promotions start & end at local Melbourne (AEDT) time

- d) These T&Cs relate to all HIT promotions unless otherwise stated:
 - i. Promotional codes cannot be redeemed for cash.
 - ii. An individual promotional code can only be used once per order.
 - iii. Promotional codes cannot be used in conjunction with other sales unless stated otherwise.
 - iv. A promotion is subjected to all restrictions set forth in the offer.
 - v. Promotional codes will not be resupplied if lost or stolen.
 - vi. The value of a promotional code will not be refunded if purchased items are returned.
 - vii. A promotion code can't be used after an order has been placed.
 - viii. Pre-existing shipping conditions apply to all promotions

18. Substitution or missing items in delivery

- a) The Customer acknowledges that a Product that the Customer Orders may be out of stock or temporarily unavailable. If this happens, then we will not be able to provide the Customer with that Product.
- b) For Orders, if the Customer selects the substitute option for some or all of the Customer's Products in an Order, then we will endeavour to provide the Customer with a substitute Product:
 - i. When the Product the Customer has selected is not available; or
 - ii. If we are not able to supply to the Customer the Product that the Customer has selected.
- c) We aim to select substitute Products that are of similar value and quality, but we reserve the right not to provide the Customer with a substitute Product even if a suitable substitute Product is available.
- d) We endeavour to provide the Customer with a substitute Product where the price for that substitute Product is of equal or greater value than the Product the Customer selected. If so, then we will change the price of the Product to the substitute Product.
- e) If there are items missing from the Customer's delivery or collection, then the Customer should check the receipt that we provided to the Customer (or its Authorised Personnel) to determine if the missing Product is marked as backordered. If so, then we will provide the Customer with a refund to the Customer's card of purchase or coupon for the Products that were not supplied.
- f) In all other circumstances, the Customer may contact Customer Service on 1300 118 668 during Contact Hours within 48 hours after the delivery or collection time and we will take steps to verify and confirm any such missing items. Once we are reasonably satisfied that the item was not delivered to the

Customer, we will provide the Customer with a credit to the Customer's relevant card account within 3-5 business days for the Products that were charged but not delivered to the Customer.

19. Returns

- a) The HIT Returns Policy applies to all purchases of Products and forms part of these Terms & Conditions.
- b) If the Customer wishes to return Product in accordance with our Returns Policy, then the Customer may:
 - i. return the Product to one of our warehouse locations; or
 - ii. contact our Customer Service by telephone to make arrangements to return that Product.
- c) The HIT Returns Policy applies in addition to any other rights to which the Customer may be entitled under applicable legislation (including, where relevant, the Competition and Consumer Act 2010). Our liability to the Customer under this agreement is otherwise, to the maximum extent permitted by applicable legislation, limited as set out in clause below.

20. The Customer's general obligations

- a) The Customer
 - i. must ensure that the Customer's LoginID and password that is used by its Authorised Personnel to access and the details of the Customer's account are kept in a safe and secure manner;
 - ii. must notify us through Customer Service on 1300 118 668 during Contact Hours if the Customer (or its Authorised Personnel) is or becomes aware that there is or has been an unauthorised use of the Customer's LoginID and password or account, or any other security breach relating to the Customer's account;
 - iii. must promptly advise us of any changes to the Customer's information provided to us as part of the Customer's registration process set out in clause 3;
 - iv. is responsible for any costs associated with the Customer's (or its Authorised Personnel's) access to or use of the Site, including Internet access fees;
 - v. is responsible and liable for any person that uses the Customer's LoginID and password to Order Product(s) through the Site;
 - vi. agrees that we may charge the Customer for all Products that we agree to supply to the Customer that have been Ordered using the Customer's LoginID and password through the Site; and
- b) The Authorised Personnel:
 - i. Should check the labels on the Products before consumption or use.

21. Site Restrictions

- a) The Customer (and its Authorised Personnel) must not:
- i. use the Site for any activities that breach any laws, infringe a third party's right (including any Intellectual Property Rights) or are contrary to any relevant standards or codes;
 - ii. use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;
 - iii. make fraudulent or speculative enquiries, purchases or requests through the Site;
 - iv. use another person or Customer's details without their permission or impersonate another Customer or person when using the HIT operation locations;
 - v. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
 - vi. tamper with or hinder the operation of the HIT warehouse locations;
 - vii. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the HIT operation locations;
 - viii. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the HIT warehouse locations;
 - ix. modify, adapt, translate or reverse engineer any portion of the HIT warehouse locations;
 - x. reformat or frame any portion of the web pages that are part of the HIT warehouse locations;
 - xi. create accounts by automated means or under false or fraudulent pretences; use the Site to violate the security of any computer or other network or engage in illegal conduct;
 - xii. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
 - xiii. use the HIT warehouse locations other than in accordance with these Terms & Conditions; or
 - xiv. attempt any of the above acts or engage or permit another person to do any of the above acts.

22. Suspension of the Customer's account

- a) We reserve the right to refuse service, terminate accounts and/or remove or edit content if we, acting reasonably, deem that the Customer has acted in breach of these Terms & Conditions or have used the Site in a fraudulent or improper manner. HIT also reserves the right to otherwise cancel Orders in accordance with clause 13.

- b) If we lock, suspend or delete the Customer's account under clause 20(a), then we will refund all credits that the Customer is entitled to receive under these Terms & Conditions by direct deposit to the Customer's nominated account once we have conducted all our verification and other relevant checks.

23. Liability

- a) Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the Customer is entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

The Customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done the Customer is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- b) The Customer may also be entitled to remedies that cannot be excluded under the Competition and Consumer Act 2010 (Cth) if any services supplied by us to the Customer fail to meet a condition, guarantee or warranty under that legislation.
- c) Without excluding, restricting or modifying the rights and remedies to which the Customer may be entitled under the Competition and Consumer Act 2010 (Cth) or HIT' liabilities under those provisions:
- i. we exclude all other implied terms and warranties, whether statutory or otherwise, relating to the HIT operation locations or the subject matter of these Terms & Conditions.
- d) Subject to paragraph (f) and to the maximum extent permitted by applicable law, our liability in connection with or arising under these Terms & Conditions whether in contract, tort (including negligence), statute or any other cause of action is limited to the greater of the purchase price of the Ordered Products or \$100.00.
- e) To the maximum extent permitted by applicable law, we will not be liable to the Customer in connection with or arising under these Terms & Conditions whether in contract, tort (including negligence), under any statute or otherwise for any loss or damage which is:
- i. special, indirect, incidental or consequential; or

- ii. a loss of revenue, loss of profits, failure to realise expected profits or savings, loss or corruption of data and any other commercial or economic loss of any kind, except and to the extent that such loss or damage arises as a result of our own negligence or wilful misconduct.
- f) Our liability to the Customer for loss or damage of any kind arising out of or in connection with these Terms & Conditions is reduced to the extent (if any) that the Customer causes or contributes to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

24. Suspension and Termination

- a) We may immediately suspend, terminate or limit the Customer's access to and use of the HIT operation locations and (where relevant) the Customer's account if the Customer is in breach of these Terms & Conditions.

25. Privacy policy and Commercial Electronic Messages

- a) Our privacy policy forms part of these Terms & Conditions. The Customer (and each of its Authorised Personnel) agrees to the terms.
 - 1. The Customer agrees that we may send them commercial electronic messages and tailored advertising (which include marketing communications advertising goods and services) via various channels and media (including by email, SMS, phone and mail) about our Products, the use of this Site by the Customer or any of its Authorised Personnel, and the Customer's account where they have not opted out (as described below) from receiving such electronic messages sent to them by HIT via those channels or media. The Customer's agreement to receive commercial electronic messages from us will be effective until they opt out.
 - 2. If the Customer or any of its Authorised Personnel wants to update where we send the communications referred to in clause 23.1, they can update their contact details by logging into the Customer's account from this Site, or by contacting our Customer Service on 1300 118 668 during Contact Hours. Please note that if the Customer or any of its Authorised Personnel update their contact details, it may take up to 5 business days before we send communications to the updated address, so the relevant person may still receive communications from us at their previous contact details during this time.
 - 3. The Customer and/or its Authorised Personnel may opt out of the receipt of commercial electronic messages, by using the unsubscribe facility in the footer of any commercial electronic message. If the

Customer and/or its Authorised Personnel tell us they want to opt out of the receipt of such messages, the request will apply only to the electronic address to which the commercial electronic message was sent, and within 5 business days of receiving that request and subject to clause 26.5, we will cease to send commercial electronic messages to that address. However, there are some messages that we must be able to send to any electronic address associated with the Customer's account. These include for example, messages relating to the Customer's account (such as updates on Orders and other important information relating to Products that the Customer and/or its Authorised Personnel have purchased on this Site (like health and safety recall notices), forgotten password and including changes to these terms and conditions and/or our collection notice and privacy policy.

4. Opting out of receiving commercial electronic messages from HIT Online will not withdraw the Customer's and/or its Authorised Personnel's consent to receive messages from other HIT brands.

26. Intellectual property rights

a) The Customer:

- i. acknowledges that the copyright in the HIT operation locations, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the "Materials") are owned by or licensed to us;
- ii. must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and
- iii. must not frame or embed in another website any of the material appearing on this Site without our prior written consent.

b) The Customer may:

- i. store a reproduction of the content on this Site on the Customer's local server for the sole purpose of viewing the content and Materials; and
- ii. print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.

- c) Each contains registered trade marks and other trade marks which are protected by law (including the Trade Marks Act 1995 (Cth)). The Customer must not use any of the marks or trade marks appearing or our name or the names of our related bodies corporate without our prior written consent. The Customer must not use any of the other company, Product and services marks with our company that are owned by other third parties (including our suppliers)

without obtaining the relevant third party owner's consent.

27. Changes to these Terms & Conditions

- a) We may change these Terms & Conditions at any time without notice to the Customer and such changes will be effective as soon as they are posted to the website. We recommend the Customer reads these Terms & Conditions carefully each time the Customer agrees to them during the Ordering process.

- b) If the Customer has an Order that has been accepted by us, the Terms & Conditions that will apply to the Order are the Terms & Conditions that applied at the time the Customer placed the Customer Order.