

## Galvin Engineering Terms & Conditions of Website Use

These terms and conditions apply to the use of this Website. In using this Website for this purpose or any other purposes, you agree and acknowledge to be bound by these terms and conditions, privacy policy and the Galvin Engineering Warranty found at <https://www.galvinengineering.com.au/resources/manufacture-s-warranty/> and/or any guidelines/policies posted on the Galvin Engineering Website. If you do not accept these terms and conditions, you must refrain from using the Website. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this Website, which may change from time to time without prior notice to you.

### 1.0 Terminology

In these terms and conditions:

the expressions "we", "us", and "our" are a reference to Galvin Engineering Pty Ltd ("**Galvin Engineering**") and our employees, agents, affiliates, subcontractors and related third parties.

the expressions "you", "yourself" is reference to the user of the Website.

**Customer** means a party that purchases Products on the Website.

**GST** has the meaning provided by A New Tax System (Goods and Services Tax) Act 1999 (Cth)

**Law** means any written rule or collection of Rules, including, but not limited to any statutes, regulation, order or rule, any government ordinance or by-law, any governmental agency's rule, regulation or determination and any form of custom or policy recognised and enforced by judicial decision.

**Price** means the price payable for Products ordered by the Customer from the Website subject to these Terms and Conditions.

**Products** means goods ordered by the Customer from the Website.

**Website** means <https://www.galvinengineering.com.au/>;

**Social Media** means:

- <https://www.facebook.com/GalvinEng/>;
- <https://www.instagram.com/galvineng/?hl=en>;
- <https://www.linkedin.com/company/galvin-engineering-pty-ltd>; and
- <https://www.youtube.com/c/galvinengineering%>.

**Terms and Conditions** means the terms and conditions contained herein.

## **2.0 INTERPRETATION**

2.1 In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to persons includes corporations;
- (b) words including singular numbers include plural numbers and *vice versa*;
- (c) words including a gender include all genders;
- (d) any reference to a party to these Terms and Conditions includes its successors and permitted assignees;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference in these Terms and Conditions to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to and incorporating any of its provisions;
- (g) headings and underlining's have been inserted in these Terms and Conditions for the purpose of guidance only and do not affect the interpretation of these Terms and Conditions;
- (h) a reference to a schedule is to a schedule to these Terms and Conditions and a reference to a part, clause or other sub-clause is a reference to a part, clause or other sub-clause in these Terms and Conditions;
- (i) the words "includes" and "including" and words of similar effect are not words of limitation;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) an agreement, representation or warranty on the part of two or more pers if for the benefit of them jointly and severally
- (l) all references to currency are references to Australian Dollars;
- (m) all references to time are references to Eastern Standard Time;
- (n) all references to business days are references to days that are not Saturday, Sunday or a public holiday on the Gold Coast in the State of Queensland.

## **3.0 AMENDMENTS TO TERMS AND CONDITIONS**

- 3.1 Galvin Engineering reserves the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the Terms and Conditions as amended.

## **WEBSITE USE**

## **4.0 YOUR CONDUCT**

- 4.1 Should interaction by you be permitted or allowed on our Website or Social Media accounts, you agree to abide by the following terms and conditions concerning such interaction:
- (a) Galvin Engineering reserve the sole discretion to amend, adapt and remove any content from our Website without notice at any time;
  - (b) Galvin Engineering does not warrant that Galvin Engineering will respond to questions or comments submitted by you;
  - (c) any content that you post or transmit to our Website is and will be treated by us as non-confidential and non-proprietary and Galvin Engineering may use such content without restriction;
  - (d) you must not disrupt the flow of dialogue or otherwise act in a manner that negatively affects other

- users;
- (e) you must not impersonate any other person;
- (f) any content that you provide may be posted on the Website or social network sites for any other end users of the Website to read;
- (g) if you download any content from the interactive part of our Website, you may not adapt, reproduce, store, distribute, transmit, print, display, publish, create derivative works from or commercialise any information, products or services from such downloaded content.

4.2 You agree that you will not post or transmit on or to our Website any content that:

- (a) is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;
- (b) incites or encourages conduct that is unlawful;
- (c) contains information that is false or misleading;
- (d) contains unsolicited advertising or promotional materials;
- (e) contains material in which the copyright is owned by another person or entity, is not your original work or is sourced from any third party; and
- (f) contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware.

4.3 You acknowledge that Galvin Engineering has the right to monitor the contents of the entire Website and Social Media platforms used by us, including but not limited to chat rooms, emails, forums, posting and advertisements. You acknowledge that while Galvin Engineering has the right to monitor the entire Website, Galvin Engineering does not have an obligation to monitor the Website.

4.4 Monitoring of the Website will occur to ensure compliance with:

- (a) the Terms and Conditions;
- (b) Privacy Policies and guidelines contained within the Website; and
- (c) compliance with all applicable Laws.

4.5 Galvin Engineering reserve the right to remove any content posted by You on the Website and Social Media Accounts.

## **5.0 DISCLAIMER AND LIMITATION OF LIABILITY**

5.1 Galvin Engineering is unable to guarantee that the use of the Website will be uninterrupted or error-free, and you agree that use of the Website is at your sole risk.

5.2 Galvin Engineering does not accept responsibility for any loss, damage, injury, expense or cost, however caused or incurred (including through negligence) by you or any third party, which you may directly or indirectly suffer in connection with your use of this Website or any linked Website, nor does Galvin Engineering accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website.

5.3 Galvin Engineering is not liable for any loss resulting from any action taken or reliance made by you on any content posted by us. You should make your own inquiries and seek independent advice from relevant industry professionals before acting or relying on any content which appears on our Website.

5.4 Galvin Engineering does not accept any liability for the accuracy or content of any material posted or

transmitted by other users to our Website or Social Media accounts. Galvin Engineering is not liable for any loss resulting from any action taken or reliance made by you on any content posted by another user.

- 5.5 Galvin Engineering does not accept any responsibility or liability for any content which you post or transmit to our Website, nor do we accept any responsibility for any use or misuse which you or any other users or guests make of content which you post or transmit to our Website.
- 5.6 If you download any content from our Website, you acknowledge that Galvin Engineering is not liable to you for any loss, damage, injury, expense or cost, however, caused or incurred, arising from the downloading or subsequent use of the downloaded content.

## **6.0 EXCEPTION TO DISCLAIMER**

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

## **7.0 SPECIFIC WARNINGS**

- 7.1 You must ensure that your access to this Website is not illegal or prohibited by Laws that apply to you.
- 7.2 You agree to take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and equipment. For the removal of doubt, Galvin Engineering does not accept responsibility for any interference or damage to your own computer system or equipment which arises in connection with your use of this Website or any linked website.

## **8.0 COPYRIGHT**

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

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

without our written permission.

- 8.2 An abuse of this provision may result in copyright infringement, and Galvin Engineering reserves its right to instigate civil and/or criminal proceedings which may attract penalties.

## **9.0 TRADE MARKS**

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

trade mark.

- 9.2 If you use any of our trade marks, whether registered or not, in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
- (a) in or as the whole or part of your own trade marks;
  - (b) in connection with activities, products or services which are not ours;
  - (c) in a manner which may be confusing, misleading or deceptive; and
  - (d) in a manner that disparages us or our information, products or services (including this Website).
- 9.3 Galvin Engineering provides no licence or assignment of any trade mark and the ownership of the trade mark resets with us, or if licensed to us, to the owner of that trade mark.
- 9.4 An abuse of this provision may result in trade mark infringement, and Galvin Engineering reserves its right to instigate civil and/or criminal proceedings, which may attract penalties.

## **10.0 LICENCE**

- 10.1 By submitting, posting or by otherwise placing any material onto the Website, you grant to us in respect of all material a royalty-free, perpetual, irrevocable, non-exclusive right and licence to use, produce, modify, adapt and/or publish such material.
- 10.2 By submitting, posting or by otherwise placing any material onto the Website, you warrant that you are the owner of such material and where you are not the owner, you warrant that the owner has provided to us royalty-free, perpetual, irrevocable, non-exclusive right and licence to use, produce, modify, adapt and/or publish such material.

## **11.0 RESTRICTED USE**

- 11.1 Unless Galvin Engineering agrees otherwise in writing, you are provided access to this Website only for your personal use. You are authorised to print a copy of any information contained on this Website for your personal use unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this Website.
- 11.2 The right to use this Website is personal to you and cannot be transferred to any other person.
- 11.3 Galvin Engineering maintains the ownership of all copyright/trade mark material downloaded from our Website.

## **12.0 LINKED WEBSITES**

- 12.1 This Website may contain links to other Websites ("linked websites"). Those links are provided for

convenience only and may not remain current or be maintained.

12.2 We are not responsible for the content or privacy practices associated with linked Websites.

12.3 Our links with linked websites should not be construed as an endorsement, approval, or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

### **13.0 TERMINATION OF ACCESS**

13.1 Access to this Website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

### **14.0 SECURITY OF INFORMATION**

14.1 Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst Galvin Engineering strives to protect such information, Galvin Engineering does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once Galvin Engineering receives your transmission, Galvin Engineering will take reasonable steps to preserve the security of such information.

## **TRACKING TECHNOLOGIES**

### **15.0 Cookies and Web Beacons**

15.1 Galvin Engineering may use cookies, web beacons, tracking pixels, and other tracking technologies on the Website to help customise the Website and improve your experience. When you access the Website, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies but be aware that such action could affect the availability and functionality of the Website. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

15.2 Galvin Engineering may use cookies, web beacons, tracking pixels, and other tracking technologies on the Website to help customise the Website and improve your experience.

### **16.0 Internet-Based Advertising**

16.1 Additionally, Galvin Engineering may use third-party software to serve ads on the Website, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimise your online experience with us.

### **17.0 Website Analytics**

17.1 Galvin Engineering may also partner with selected third-party vendors, such as [Adobe Analytics](#), [Google](#)



Analytics, Facebook and others, to allow tracking technologies and remarketing services on the Website through the use of first-party cookies and third-party cookies, to, among other things, analyse and track users' use of the Website, determine the popularity of certain content and better understand online activity. By accessing the Website, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions.

- 17.2 You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.

## **18.0 PRIVACY POLICY**

- 18.1 The privacy policy applies solely to information collected by this Website. We reserve the right to change and or amend the Privacy Policy without notice to you.

The privacy policy can be located at <https://www.galvinengineering.com.au/about-us/privacy-policy>