Website Terms of Use

This document sets out the legal terms and conditions that apply to your use of our website, including our online ordering functionality, known as the webstore.

By using this website, you are bound by these terms and conditions and they form a legally binding contract between you and Rexel. **If you do not agree to these terms of use, do not use this website and webstore.**

1. Application of Terms of Use

(a) Your access to and use of this website, and your placement of any order or offer to purchase goods and/or services (each a "Product") through the webstore made available via this website, is subject to these Terms of Use. By using this website, you agree to be bound by and comply with these Terms of Use and they form a legally binding contract between you and Rexel.

(b) **Rexel**, **we**, and **us** means Rexel Holdings Australia Pty Ltd ACN 081 022 068 for itself and as disclosed agent for:

(i) Rexel Electrical Supplies Pty Ltd (ACN 000 437 758); and

(ii) Australian Regional Wholesalers Pty Ltd (ACN 011 009 064)

(c) We may change these Terms of Use at any time, and such modifications will be effective as soon as they are posted on our website. By continuing to use the website after these Terms of Use have been modified you agree to be bound by and comply with these Terms of Use as modified.

2. Use of this website

You may only use this website for lawful purposes and in good faith to explore a potential transaction with Rexel. You may only download, print or use content for this purpose. Otherwise, unless you have our prior consent in writing, you must not copy, reproduce, modify, republish, extract or commercially exploit the content on this website.

You must **not** use the website other than in accordance with these Terms of Use, including, without limitation:

(a) using this website for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;

(b) accessing or using the website in a manner or way, or posting to or transmiting to or via the website any material, which interferes with, defames, harasses, threatens, menaces or offends any person or their access, use or enjoyment of the website;

(c) making bad faith, non-genuine, or fraudulent enquiries, offers to purchase or requests through the website;

(d) impersonating another person when using the website;

(e) posting or transmitting any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil suit or civil or criminal prosecution;

(f) tampering with or hindering the operation of the website;

(g) knowingly transmitting any viruses, worms, defects, trojan horses or similar disabling or malicious code to or via the website;

(h) usng any robot, spider, website search and retrieval application or other mechanism to retrieve or index any portion of the website;

(i) modifying, adapting, translating or reverse engineering any portion of the website;

(j) removing any copyright, trade mark or other proprietary rights notices contained in or on the website;

(k) reformatting or framing any portion of the web pages that are part of the website;
(l) commercialising any information, products or services on the website, except with Rexel's prior consent written;
(m) using the website to violate the security of any computer or other network or engage in illegal conduct;
(n) taking any action that imposes or that would, in Rexel's reasonable opinion, result in an unreasonable or disproportionately large load on Rexel's infrastructure;
(o) attempting any of the above acts or engage or permitting another person to do any of the above acts.

3. Registration to place orders

(a) If requested or prompted on this website, you must complete the customer registration process through the website before placing an order for Products through the website.
(b) You warrant that all information you provide to Rexel (including through the registration process and otherwise via the website) is true, accurate, complete and up to date. You must promptly notify Rexel of any changes to the information you provided during registration or subsequently to Rexel.
(c) The personal information that Rexel collects from you during the registration process, or which is generated by us in the course of delivering our services, will be used for the purposes of
    (i) establishing and managing an account with Rexel,
    (ii) providing you access to the webstore functionality,
    (iii) managing your orders,
    (iv) managing any credit account you hold with Rexel,
    (v) responding to your enquiries, and
    (vi) communications as appropriate in the circumstances.

    Depending on the circumstances, we may disclose information about you to our related bodies corporate, suppliers, service provides, agents and representatives. The type of information disclosed will include your purchase of Products and their value, payment tendered for a purchase, and the address for delivery of Products. Our Privacy Policy (available on our website or on request) outlines our personal information handling practices, including details on how you can seek access to or correction of the personal information we hold about you, and how you can contact us or complain if you think we have breached our obligations under the Privacy Act 1988 (Cth).
(d) You agree not to:
    (i) use another person's registration or login, nor impersonate another person, when using the website; or
    (ii) register or create online accounts by automated means or under false or fraudulent pretences.
(e) You agree to be liable for all orders placed and communications made to Rexel using your login identification details and password or account.
(f) You must ensure that your registration, account details, login identification details and password used to access and order via the website are kept in a safe and secure manner. You must promptly notify Rexel if you become aware that there is or has been an unauthorised disclosure or use of your registration, account details, login identification details and password, or any other security breach relating to your account. You agree to be liable for paying for all orders and to indemnify Rexel for any liability or expense it incurs in the event that any person other than you uses (prior to your notification to Rexel of unauthorised use) your login identification details and password or account to order Products through the website.
(g) You are responsible for any costs associated with your access to or use of the website, including internet access and data download fees.
(h) Rexel may lock, suspend or delete your registration, login details, account or access to our website at any time without prior notice to you.

4. Placing an order online

(a) Any order you place online via the website is accepted on our Terms & Conditions of Sale, available on the website. Your placement of that order is an offer to enter into a separate binding agreement between you and Rexel for the supply of the Products specified in that order on the Terms & Conditions of Sale.

(b) You agree to hold that offer open to be accepted by Rexel unless and until you notify us otherwise in writing. An offer is open for acceptance by Rexel in writing or in such manner as Rexel in its sole discretion determines.

(c) Rexel may refuse to accept an order or cancel an order that Rexel has previously accepted without any liability to you for that cancellation at any time if:

(i) the Products that you order are not available;

(ii) there is an error in the price or product description posted on the website for that Product in that order; or

(iii) Rexel (acting reasonably) suspects that the order has been placed in breach or you are otherwise in breach of these Terms of Use or the Terms & Conditions of Sale.

(d) If Rexel does not accept or cancels an order under clause 4(c)(i) and 4(c)(ii), Rexel will not charge you any fees or charges for that order.

(e) To the extent that there is any inconsistency existing between:

(i) these Terms of Use,

(ii) the Terms & Conditions of Sale; and

then the document listed earlier in this clause 4(e) prevails to the extent of the inconsistency.

5. Other website changes

(a) Rexel may cease providing the website or any Product that may be available for order through the website at any time.

(b) If so, any orders that Rexel has accepted will not be affected by this.

6. General

6.1 Should Rexel be delayed, hindered, or otherwise prevented from complying with these Terms of Use by reason of events or circumstances beyond the reasonable control of Rexel (including, but not limited to, acts of God, wars, riots, strikes, lockouts, trade disputes or labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of goods or services), then Rexel will not be liable to any person for any loss or damage which may be suffered by that person, whether as a direct or indirect result of any such occurrences.

6.2 Notwithstanding any other provision of this Agreement:

(a) Rexel's liability to any person for any reason, by way of indemnity, contract, tort or any other legal theory, is limited to compensation of any person's losses solely to the extent caused or contributed to by Rexel's breach of these Terms of Use or any other contract between Rexel and that person, or by its negligent or wrongful act or omission;

(b) Rexel's liability to a person will be reduced proportionately to the extent that an act or omission of any person or any third party (other than Rexel's employees, agents or subcontractors) contributes to that person's losses;

(c) to the maximum extent permitted by law, Rexel's maximum cumulative liability to any person in connection with or arising out of these Terms of Use (by way of indemnity, contract, tort or any other legal theory) is limited to, in aggregate with Rexel's liablity under any other contract with that person, the total price of Products sold to that person;

(d) to the maximum extent permitted by law, Rexel exclude any liability in any circumstance, in connection with or arising out of these Terms of Use, for any special,

indirect or consequential loss, or for loss of profits, loss of revenue, loss of contract, loss of productivity, loss of opportunity, loss of goodwill, loss of business reputation, loss of use, increased cost of working capital, or business interruption, however arising, including without limitation by way of indemnity, contract, tort or any other legal basis, in connection with or arising out of the performance of these Terms of Use; and

(e) all indemnities provided by Rexel party are subject to the above limitation of liability clauses.

6.3 Nothing in these Terms of Use has the effect of limiting, excluding or modifying any rights that cannot by law be excluded, including any statutory consumer guarantees provided by the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws. Where any law implies a warranty into these Terms of Use or a provides a guarantee which may not lawfully be excluded, then to the maximum extent permitted by law, Rexel's liability for breach of the warranty or guarantee will (at Rexel's option) be limited to the supply of the goods or services again, or the payment of the cost of having them supplied again.

6.4 Each provision of these Terms of Use is severable and independent. If all or any part of a provision of these Terms of Use is invalid or unenforceable in any jurisdiction, that part or provision will be deemed to be severed for the purposes of that jurisdiction and will not affect the validity or enforceability of the remaining provisions or that provision in any other jurisdiction.

6.5 Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights. Any waiver by Rexel of strict compliance with these Terms of Use must be in writing and signed by an authorised officer of Rexel and shall not prejudice the rights of Rexel in respect of any breach of these terms of use to which such waiver does not specifically relate.

6.6 These Terms of Use shall be governed by the laws of New South Wales and the parties submit to the nonexclusive jurisdiction of the courts of that State and the courts of the Commonwealth of Australia having jurisdiction therein.