Website terms and conditions template: retail of hardware and licensed software

#### **Terms and Conditions**

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
I/ We are [your business name], [a company registered in [country], number [ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
You are: Anyone who uses Our Website ■■■■■■■■■■■■■■■.
Please read this agreement carefully and save it. If you do not agree with $\blacksquare$ $\blacksquare$ $\blacksquare$ , $\blacksquare$

### These are the agreed terms:

### 1. Definitions

"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text,
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks,,,
	••••••
"Our Website"	means any website of ours, and includes all $\blacksquare$ $\blacksquare$ $\blacksquare$
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website,
"Product"	means any product sold or offered for sale    I I I I I I I I I I I I I I I I I I

"Software"

means the software you will use in association with the Product. It includes all software owned by us, regardless of the source from which

#### 2. Interpretation

**.** 

In this agreement unless the context otherwise requires:

2.1. every term in this agreement applies both to the Product and to any 2.2. a reference to a person includes a human individual, a corporate entity and any organisation . . . . . . . . . 2.3. in the context of permission, "may not" in connection with an 

••••• 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted . . . . . . . . . . . . . . . 2.5. any agreement by either party not to do or omit to do something 2.6. [except where stated otherwise], any obligation of any person arising **.** 2.7. a reference to an act or regulation includes new law of substantially the 2.8. these terms and conditions apply to all supplies of Products by us. 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this ..............

### 3. Basis of Contract

3.1.	When you buy a Product driven by Software, you are also buying a licence limited to the use of that Software in association with the Product you have bought, subject to the terms of this agreement. We now grant a licence to you to
3.2.	In entering into this contract you have not relied on any representation or information from any source except the ••••••••••••••••••••••••••••••••••
3.3.	If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do • • • • •
3.4.	You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product ••••;
3.5.	The Software will be sold in hard copy and packaged alongside the   , , , , , , , , , , , , , , , , , ,
3.6.	You must not sub-license Software.
3.7.	You must not copy or publish Software except as $\blacksquare$
3.8.	The contract between us comes into existence when we receive
OR	
3.9.	The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Product you want. Your payment does not create a contract.
3.10.	We may change these terms from time to time. The terms that apply to you are those posted here

	3.11.	The price of a Product may be changed by us at any time. We will never change a price so as to affect ••••••••••••••••••••••••••••••••••••
	3.12.	If you make any payment for Products in the future, you will do so under
	3.13.	We do not sell Products in all countries. We may refuse to deliver a Product if •••••••••••••••••••••••••••••••••••
4.	The	price and payment
	4.1.	The prices payable for Products are clearly set $\blacksquare$
	4.2.	[Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product ••••••••••••••••••••••••••••••••••••
	4.3.	The price charged for any Product may differ from one country to another. You may not be entitled to •••••••••••••••••••••••••••••••••••
	4.4.	Prices are inclusive of any applicable goods and services     I I I I I I I I I I I I I I I I I
	4.5.	Price of Software is included in the
	4.6.	If, by mistake, we have under-priced a Product, we will not be liable to supply that Product to you at the
	4.7.	The price of the Product does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which
	4.8.	If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no <b>*** **</b>

# 5. Security of your credit card

We take care to make Our Website safe		
5.1.	Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will	
5.2.	If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be	
Deli	very and pick up	
6.1.	Products are delivered within [30] days from the day you • • • • • • • • • • • • • • • • • • •	
6.2.	Delivery of the Software will be included with $\blacksquare \blacksquare \blacksquare$	
6.3.	Deliveries will be made by the carrier to the address stipulated in your order. You • • • • • • • • • • • • • • • • • • •	
6.4.	If we are not able to deliver your Product within [30] days of the date of your order, we shall	
6.5.	We may deliver your Product in instalments if they are not all	
6.6.	[Products are sent at our risk until signed for by you or by any other	
6.7.	All Products must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted your purchase may be retained by the driver. When your purchased Product arrives, it is important that you check immediately the condition and quantity.	

6.8.	Signing ■■■.	g "Unchecked", "Not Checked"
6.9.	[Produc	cts are sent by post. We will send you a message by email to
6.10.	time, w	gree with you to deliver on a particular day or at a particular re will do our best to comply. But no time given is to be treated tractual. So we are
6.11.	develop When of [manufa	Products will be delivered direct from the [manufacturer/pers/ software houses] who will contact you to arrange delivery. delivery of the items has been arranged directly with the acturer/ developers/
6.12.	Time for cannot	
6.13.	provide	happy for you to pick up Products from our shop/ warehouse d you make an appointment in advance and payment has been a second se
6.14.		oick up Products from ■■■■■■■■■ = = :
	6.14.1	we will not be able to [provide you any $\blacksquare \blacksquare \blacksquare$
	6.14.2	Products are at your risk from the moment they are picked up by you •••••/•••/ •;
	6.14.3	you agree that you are responsible for everything that happens after you take possession of the Product, both on and off our premises,
Lial	oility f	or subsequent defects

**7**.

......:

	7.1.1	[12] • • • • • • • • • ;
	7.1.2	the defect results only from faulty design;
	7.1.3	you have returned • • • • • • • • • • • • • • • • • • •
7.2.	If we a	gree that we are liable, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	] • • •	
7.3.	If we re	epair or replace the Product as set out in ■■■■■■■■ , ■■■
Pro	duct r	eturned
These	e provisi	ions apply • • • • • • • • • • • • • • • • • • •
8.1.		not accept returns unless there was a
8.2.	Before ■ ■ ■ ■	you return a Product to us, please carefully re-
	••••	
8.3.		roduct must be returned to $\blacksquare$
8.4.		• • • • • • • • • • • • • • • • • • •
	8.4.1	with both the Product
	0.40	
	8.4.2	
	8.4.3	including our delivery slip [
	8.4.4	at your risk and cost.

8.5.	you must tell us by email message to [email address] you that you would like to return the Product, specifying exactly what Product ■ ■
8.6.	The procedure for return of Products is set out on •••••••••••••••••••••••••••••••••••
OR	
8.7.	Detailed instructions for returning a faulty Product are on Our Website at [URL]. Please
8.8.	In returning a faulty Product please
8.9.	■■■■■.  Most Products are covered by the [manufacturer/ developers/■■■■■
0.0.	
8.10.	If delivery was made to Australian address,
	■■■■■■■■2010.
8.11.	If we agree •••••••••••••••••••••••••••••••••••
	8.11.1 refund the cost of return carriage;
	8.11.2 repair or replace the Product as we choose.
Fore	eign taxes, duties and import restrictions
9.1.	When you buy a Product for delivery outside Australia, your ■ ■ ■ ■

9.2.	You are the importer in law responsible for purchasing a Product which you are
Diss	satisfaction with a Product
10.1.	If for any reason you are not completely
	.,
OR	
10.2.	Our most important task is to ensure your absolute satisfaction. We will always strive to reach
10.3.	If you do not follow the procedure for complaints
Soft	ware updates
11.1.	The Software is updated from time to time. If you wish to receive information about updates, please register via
	•••••
11.2.	The Product

# 12. Restrictions on what you may Post to Our Website

2.1.	You ag	ree that you will not
		■■:
	12.1.1	be malicious or defamatory;
	12.1.2	consist in • • • • • • • , • • • • • • • • • • ;
	12.1.3	be illegal, ••••, ••••, ••••;
	12.1.4	be sexually explicit or pornographic;
	12.1.5	be likely to deceive any person or be
	12.1.6	give the impression that it emanates from ••••••••••••••••••••••••••••••••••••
	12.1.7	solicit passwords or personal information from anyone;
	12.1.8	be used to sell
	12.1.9	include anything other than words (i.e. $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
	12.1.10	) be incomplete or <b></b>
	12.1.11	request personal information from other users
	12.1.12	? link to any ••••••••••••, •••••
	40.4.40	
	12.1.13	B send age-inappropriate

13.	. Your Posting: restricted content		
	In cor	nnection with the restrictions set out ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	•••		
	In add	dition to the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■	
	13.1.	hyperlinks, •••••••;	
	13.2.	keywords or words • • • • , • • • • • • • • • • • • • •	
	13.3.	the name, ••••••••••••••••••••••••••••••••••••	
	13.4.	inaccurate, false, or misleading information.	
14.	How	we handle your Content	
	14.1.	Our privacy policy is strong and precise.	
	14.2.	If you Post Content to any public area of Our	
	14.3.	Even if access to your text is behind a user registration it	

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14.4. We need the freedom to be able to publicise our Services and your

own use of them. You therefore now irrevocably grant  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$ 

14.5.	We will use that licence only for commercial			
14.6.	You agree to any act or omission which may otherwise infringe			
14.7.	[You now irrevocably authorise us to publish • • • • , • • • • • • •			
14.8.	Posting content of any sort does not change your			
	••.			
14.9.	You understand that you are personally responsible for your breach of			
14.10	O. You accept all risk and • • • • • • • • • • • • • • • • • • •			
14.11	1. Please notify us = = = = = = = = = = = = = = = = = =			
14.12	2. [We do not solicit ideas or text for improvement of our service, but if ••			
Ren	Removal of offensive Content			
15.1.	For the avoidance of doubt,			
15.2.	We are under no obligation to monitor or record the activity of any customer for			

	15.3.	If you a ■ ■ :	re = = = = = = = = = = = , = = = = = = =
		15.3.1	Your claim or complaint must be submitted to us in the form ■
			•••••
		15.3.2	we shall remove • • • • • • • • • • • • • • • • • • •
		15.3.3	after we receive notice of •••••••••••••••••••••••••••••••••••
	15.4.		y re
	15.5.	-	ect of any complaint made by you or any person on your behalf,
			••.
	15.6.	••••	w agree that if any complaint is made • • • • • • • • • • • • • • • • • • •
16.	Sec	urity o	of Our Website
	If you ■ ■ ■		
	You n	now agree	e that = = = = = = = = = , = = = = = = = = =
	16.1.		copy, or cause damage • • • • • • • • • • • • • • • • • • •
	16.2.		

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16.6.	••••							 
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10.7.			 		 			 
40.0								
16.8.				, ■ ■				 
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	16.8.1							
	16.0.0	 	 		 			 
	16.8.2							 
		 . ■ .						

## 17. Interruption to our service

17.1.

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17.2.					
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17.3.					
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Intel	llectual Prope	erty			
18.1.	• • • • • • • • •				
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18.2.	• • • • • • • • • • • • • • • • • • • •				
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10.2					
10.5.					
	•••••	• • • • • •		• • • • • • •	• • .
You a	gree that at all time	es you will:			
18.4.					
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18.5.	;	•••••		• • • • • • •	
106					
10.0.					
18.7.					
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18.8.	•••••				

	18.9.								
		18.9.1	,				••••	••••	•••
		18.9.2			••••	••••	••••	•••••	
		18.9.3							
		18.9.4							
	18.10			••••		••••	• • • • •	•••••	
19.	Disc	aime	rs and li	mitatio	on of li	ability			
	19.1.								
	19.2.				••••	••••	••••	••••	•••
	19.3.	••••		,		■ ■ , ■ ■			
	19.4.					••••			
	19.5.		[	_	´ :	[-		_	:::
		19.5.1	useful to y	ou;					
		19.5.2	of satisfac	tory qualit	y;				
		19.5.3	fit for a pa	ticular pu	rpose;				

	19.5.4	
19.6.		
19.7.		
19.8.		cept no responsibility for:
	19.8.1 19.8.2	malfunction in any hardware of yours;
	19.8.3	the provision or failure to provide any firewall;
19.9.	19.9.1	indirect or consequential loss; or
19.10.		
19.11.	••••	12
19.12.		\$ [ 10 , 000 ].
	■■■,	

20.	You	indemnify us
	•••	,
	•••	
	20.1.	••••;
	20.2.	your breach of this agreement;
	20.3.	,,
	20.4.	;
	20.5.	••••
	20.6.	.00]
21.	Miso	cellaneous matters
	21.1.	
	21.2.	••••••••••
	21.3.	

21.4.	
21.5.	
21.6.	
	21.6.1 •••••;
21.7.	21.6.2 issue a claim in any court.
21.8.	
21.9.	
21.10	

It shall be deemed to have been delivered:

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21.13. ■ ■ ■				
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21.14. ■ ■ ■	,		• • • • • • • •	• • • • • • • • •
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## **Explanatory notes:**

Website terms and conditions template: retail of hardware and licensed software

### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

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-		IJ	etin	ITIC	าทร

Definitions						
Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that						
• • • • • • • • • • • • • • • • • • • •						
•	By all means use the find and replace function in your word processor to change them, either to other general adjectives, or to •••••••••••••••••••••••••••••••••					
We use	You might decide to change to					
"Product"	"Robots" / "Digital cameras"					
"Our Website"	"Robot Store"/ "Camera shop" / " ■ ■ ■ ■ ■ ■ ■ "					
it in the document. Rea	e defined word, make sure it applies to every use of member too, that when a word or phrase is defined,					
	on the contents of the document, then return to check ded and whether they really    I I I I I I I I I I I I I I I I I I					
Interpretation						
Leave these items in place unless there is a good reason to edit or remove.  Many of them strengthen						
Decis of contract						

#### 3. Basis of contract

2.

Technically, you are both selling a product and granting a licence for use of your software. The licence we provide here is simple. We suggest that you leave it linked to the product;

	This paragraph also covers when a contract comes into effect. If we did not include such wording here, your website could be regarded as providing an offer and payment by your customer could be •••••••••••••••••••••••••••••••••••
4.	The price and payment
	Edit these paragraphs to suit your business.
5.	Security of your credit card
	This paragraph is more for information than contractual commitment. We have included it here because many users
	For payment you may have various alternatives like   I I I I I I I I I I I I I I I I I I
6.	Delivery and pick up
	There are many possible arrangements you could make. We have therefore provided a
7.	Liability for subsequent defects
	With the exception of editing the number of months in which $\blacksquare$
8.	Product returned
	This paragraph is a matter for your commercial judgement. The relevant law is Competition and Consumer Act 2010. If the item is faulty, your legal
	This paragraph also provides for the alternative of stating your returns policy on your website. You could argue
	It may be easier to edit text on a web page than to change your T&C document. The problem that may arise is that what you say on your website may not be contractually binding. If you are selling low •••••••••••••••••••••••••••••••••••

9.	Foreign taxes, duties and import restrictions
	It is important to make this point clear if any of your sales are to other countries. It is not simply a question of avoiding expense or dealing with these matters yourself.
10.	Dissatisfaction with a Product
	We have included this as an option.
11.	Software updates
	We have included this as an option.
12.	Restrictions on what you may Post to Our Website
	This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download and leave messages, and so on, the
	The paragraphs in this section have two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to
	No matter what you put in these paragraphs, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

	Of course, ••••••••••••••••••••••••••••••••••••
	We suggest that
13.	Your Posting: restricted content
	This paragraph continues in the vein
14.	How we handle your Content
	It is a question of
	This particular paragraph covers a sensitive issue. You should edit to suit the way you operate
15.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved by your site content.  He may or may not be one
	&( ,).
16.	Security of Our Website
	There is an intentional overlap here with the paragraph on
	·

Interruption to our service

	These paragraphs give you a
18.	Intellectual Property
	Few business managers appreciate just how
	We suggest that $\blacksquare$
19.	Disclaimers and limitation of liability
	The law is complicated and much depends on the facts of each case. Our ■ ■
	2010
	You will see that we have also included in the provision for directors and ■ ■ ■
	***********
20.	You indemnify us
	We suggest no edits.
21.	Miscellaneous matters
	A number of special points.

## **End of notes**