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4. The buyer acknowledges that the buyer does not rely upon any representation or statement in relation to the goods or the price or terms of supply thereof, whether contained in any advertising or otherwise, and relies only upon the statements made in this website ([www.cs2n.com.au](http://www.cs2n.com.au)) and these Terms and Conditions for the purpose of ordering or acquiring the goods. To the extent of any inconsistency

between any statement made in this website and these Terms and Conditions, these Terms and Conditions will prevail.

5. These terms and conditions contain the entire agreement between the seller and buyer and shall prevail over any prior representation, whether express or implied, and also prevail over any express or implied terms in or relating to the buyer's order to the extent of any inconsistency.
6. The goods are sold on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.
7. To the extent that the Seller is in breach of any term or warranty in respect of the goods, including any implied term or warranty that cannot be excluded, the seller limits its liability to the lower of:
  - a. The cost of the goods; or
  - b. The cost of replacing the goods; or
  - c. The cost of obtaining equivalent goods (if applicable); or
  - d. The cost of repairing the goodto the maximum extent permitted by law.
8. No contract of sale is formed until you place an order for the relevant goods or services and payment of the purchase price has been received in cleared funds by the seller. The seller accepts no liability for any loss and damage suffered by the buyer or any other person arising a result of the use of any credit card payment or by the use of Paypal.
9. The buyer agrees that the seller may appoint or use an agent or agents to receive payment of the purchase price for any goods, and payment to that agent in cleared funds will be taken to be payment to the seller for the purpose of clause 8.
10. The seller does not recommend that cash be mailed for payment of the goods. In the event that the buyer does mail cash, the seller accepts no responsibility for the theft, loss or otherwise non-delivery of the cash.
11. The seller may refuse in its absolute discretion to process your order and refund the purchase price if the goods ordered by the buyer are discontinued or no longer available.
12. No order may be cancelled except with the written consent of the seller, which consent may be granted or withheld by the seller in its absolute discretion, and on terms which will indemnify the seller against any losses resulting from that cancellation.

13. The seller makes no representation or warranty in relation to the time for delivery of any order, however the seller will use reasonable endeavours to effect delivery as soon as practicable after receipt of the order.
14. The goods will be delivered to the delivery address the buyer nominated when submitting an order, and subject to the following terms and conditions:
  - a. The buyer agrees that delivery in the ordinary course of the post to the buyer's postal address will be sufficient delivery of the goods, irrespective of whether the buyer takes personal delivery of the goods at the time of delivery.
  - b. If requested, the buyer or the buyer's representative must provide reasonable proof of identity and sign an acknowledgement of receipt of the goods, at the time the goods are delivered to the buyer's nominated delivery address. If the buyer is not present at the time the chosen carrier attempts to deliver the goods to the nominated delivery address, or the buyer cannot provide reasonable proof of identity, the carrier may leave the goods at that address (in which case the preceding sub-clause applies) or keep the goods for collection by the buyer at a later time.
  - c. The seller is not liable for any failure to deliver or delay in delivery for any reason beyond the reasonable control of the seller or its carrier.
  - d. The seller is not liable for any loss, damage or delay occasioned to the buyer or its customers arising from late or non-delivery of the goods.
  - e. If the seller reasonably determines that a buyer's order is not deliverable to the nominated address due to the address provided being invalid, a lack of reasonable access to that address or the buyer does not collect the goods within 15 days after being notified that they have been kept by the seller's chosen carrier for collection by the buyer, the seller may cancel the contract and the relevant goods will be returned to the seller at the buyer's expense, and made available for sale to other buyers. In those cases, the seller will refund the price of the goods paid by the buyer, less any delivery charges.
15. The buyer must inspect the goods at the time of delivery. If the buyer believes the goods are damaged at the time of delivery, the buyer must notify the seller within 48 hours after receiving them (or collecting them from the carrier, where applicable). If the buyer does not notify the seller of the damage within that 48 hour period, the relevant goods will be taken to have been received in good condition and the buyer will waive any claims in respect of any damage that may have occurred to the goods whether in transit or otherwise.
16. The seller is not under any duty to accept goods returned by the buyer and will do so only on terms to be agreed in writing in each individual case.

17. By placing an online order with [www.cs2n.com.au](http://www.cs2n.com.au) the buyer consents to receiving electronic communications from the seller. These communications may include: tax invoices, account status updates, order status updates, promotional and marketing materials. For more information please see our Privacy Policy.
18. The seller reserves the right to change these terms and conditions:
  - a. with or without further notice to the buyer; and
  - b. without giving the buyer any explanation or justification for such change.
19. If any part of these terms and conditions is declared unlawful or unenforceable, then that provision shall be deemed deleted from the terms and conditions and the remaining provisions of the terms and conditions shall remain in full force and effect.
20. The law of the contract for sale of the goods is the law of New South Wales. The parties submit all disputes arising between them to the courts of that state.

Dated: 29 November 2008