

# WURTH AUSTRALIA PTY LTD – WEBSITE AND MOBILE PHONE APPLICATION TERMS AND CONDITIONS

15 August 2024

## 1. This Website and Mobile Phone Application

- 1.1 Wurth Australia Pty Ltd ACN 002 487 096 (Wurth Australia) has the rights of usage of the Wurth Australia website located at <https://eshop.wurth.com.au/en/GB/AUD/> (Website) and the Wurth Australia mobile phone application available on the Apple App Store or via Google Play (**App**).
- 1.2 By using this Website or the App and in consideration of Wurth Australia providing you with access to the Website or App, you confirm that these Terms and Conditions govern your access to and use of the Website and the App and you accept and agree to comply with them.
- 1.3 Wurth Australia recommends that you save a copy of these Terms and Conditions for future reference.
- 1.4 Wurth Australia reserves the right to amend these Terms and Conditions from time to time. Every time you wish to use the Website or the App, please check these Terms and Conditions to ensure you understand the terms and conditions that apply at that time.

## 2. Other Terms and Conditions

- 2.1 These Terms and Conditions refer to the following additional terms, which may also apply to your use of this Website and the App:
  - (a) Wurth Australia's [Privacy Policy](#);
  - (b) Wurth Australia's [Terms and Conditions for supply of Goods](#);
  - (c) Wurth Australia's [Collection Statement](#).

## 3. Intellectual Property

- 3.1 All material on the Website and App, including the text, code, information, graphics, illustrations, photographs, video, music, sound, trading names, service marks, logos, trade marks, design, layout, downloads, pricing, products and services (**Content**) is owned by or licensed to Wurth Australia.
- 3.2 You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store Content for any purpose, other than with the prior written consent of Wurth Australia, or as permitted by law. All rights of Wurth Australia are reserved.
- 3.3 Some Content may be the subject of intellectual property rights owned by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms and Conditions and your use of this Website or the App must not in any way infringe the intellectual property rights of any person.
- 3.4 Trade marks (whether registered or unregistered), including the WURTH brand name and WURTH logo, must not be used or modified in any way without obtaining the prior written consent of Wurth Australia or the relevant third-party owner.

## 4. Links and Third Party Content

- 4.1 You must not link to, frame or mirror any part of the Website or the App without Wurth Australia's written authorisation.
- 4.2 The Website or App may contain links to or display the content of third parties (**Third Party Content**), including links to websites

operated by other organisations and individuals (**Third Party Websites**). Third Party Content and Third Party Websites are not under the control of Wurth Australia. Wurth Australia does not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

## 5. Your Conduct

- 5.1 You must not:
  - (a) use the Website or the App in breach of any applicable laws or regulations;
  - (b) use the Website or the App for commercial purposes (including for competitive advantage or to the competitive disadvantage of Wurth Australia);
  - (c) use the Website or the App to harm, abuse, harass, stalk, threaten or otherwise offend others;
  - (d) interfere with, disrupt, or create an undue burden on the Website or the App;
  - (e) upload, post, transmit or otherwise make available any material that:
    - (i) is not your original work, or which may infringe the intellectual property or other rights of another person;
    - (ii) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
    - (iii) includes an image or personal information of another person unless you have their consent;
    - (iv) you know or suspect, or should reasonably know or suspect, to be false, misleading or deceptive;
    - (v) contains large amounts of untargeted, unwanted or repetitive content; or
    - (vi) contains financial, legal, medical or other professional advice.

Without limiting the above, you will not and will not permit a third party to:

- (f) misuse the Website or the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technically harmful. You must not attempt to gain unauthorised access to the Website or the App, the server on which the Website or the App is stored or any server, computer or database connected to the Website or the App. You must not attack the Website or the App via a denial-of-service attack or a distributed denial-of service attack;

- (g) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the Content;
- (h) use, obtain, or attempt to obtain from the Website or the App, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; and
- (i) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Website or the App.

5.2 If you believe that a user has breached any of the above conditions, please contact us at [info@wurth.com.au](mailto:info@wurth.com.au).

## 6. User-generated Content

- 6.1 If you upload, transmit, post or otherwise make any material available via the Website or the App, you grant Wurth Australia, a non-exclusive, worldwide, royalty-free, perpetual licence to use, store, reproduce, edit and exploit the material in any form and for any purpose, and you unconditionally waive all moral rights as defined by the Copyright Act 1968. Any material you upload to the Website or the App will be considered non-confidential and non-proprietary.
- 6.2 Wurth Australia reserves the right to block or suspend any user of its Website, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the Website or on the App by any user, without notice. Wurth Australia also has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you on the Website or the App constitutes a violation of their intellectual property rights or of their right to privacy.
- 6.3 Wurth Australia is not responsible for, and accepts no liability with respect to any material uploaded, posted, transmitted or otherwise made available on the Website or on the App by any person other than Wurth Australia. Wurth Australia does not endorse any opinion, view, advice or statement made by any person other than Wurth Australia.
- 6.4 You are solely responsible for securing and backing up user-generated Content.
- 6.5 You must ensure that you obtain all necessary consents from relevant individuals for the use of their Personal Information (within the meaning in the *Privacy Act 1988* (Cth)) contained within user-generated Content.
- 6.6 You agree to indemnify Wurth Australia and each of the officers, employees, agents, contractors, suppliers and licensors (collectively **Affiliates**) of Wurth Australia in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of or in connection with the breach of or failure to comply with these Terms and Conditions, or any other default or wrongful conduct in relation to the subject matter of these Terms and Conditions, on the part of you or any of your Affiliates.

## 7. Cookies

- 7.1 A cookie is a small text file stored in your device by the web browser while browsing a website or an app. We use cookies to identify specific machines in order to collect aggregate information on how visitors experience the Website. This information will help

to better adapt the Website or the App to suit personal requirements.

- 7.2 We may use third-party vendors to show Wurth Australia ads on sites on the Internet and serve these ads based on a user's prior visits to the Website or the App. Wurth Australia may also use analytics data supplied by these vendors to inform and optimise its ad campaigns based on your prior visits to the Website or the App.
- 7.3 While cookies allow a computer to be identified, they do not contain personal information about a specific individual. For information on cookie settings of your internet browser, please refer to your browser's manual.

## 8. General Information Only

- 8.1 The Content (including user-generated Content) on the Website and App constitutes general information only. It is not intended to amount to advice (legal, technical or otherwise) on which you should rely or to meet any legal obligations. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on the Website or the App.
- 8.2 Although we make reasonable efforts to update the information on the Website and App, we make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up-to-date. We do not guarantee that the Website and App, or any Content on it, will be free from errors or omissions.

## 9. Disclaimer and Liability

- 9.1 Wurth Australia does not guarantee that the Website, App, or any Content (including user-generated Content) will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Website or App without notice.
- 9.2 Wurth Australia does not guarantee that the Website or the App will be secure or free from bugs or viruses or function without interruption or errors. The Website and the App are provided on an "as is" and "as available" basis.
- 9.3 You are responsible for configuring your information technology, computer programmes and platform to access the Website and the App. You should use your own virus protection software. By accessing the Website or the App, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by the Website or the App or by any Third Party Content or Third Party Website.
- 9.4 Different limitations and exclusions of liability apply to liability arising as a result of the supply of any goods to you, as set out in our terms and conditions (as referenced in section 1 of these terms and conditions).
- 9.5 To the extent permitted by law, Wurth Australia and its Affiliates excludes all warranties, conditions and representations that may apply to the Website, the App or any Content on the Website or App. Wurth Australia and its Affiliates will not be liable to you for any loss or damage of any kind, whether in contract, tort (including negligence), arising under or in connection with:
  - (a) your use of, or inability to use the Website or the App; or

(b) your use of or reliance on any Content or material displayed on the Website or the App, including any direct, indirect, special, incidental, consequential or punitive damages, which includes, but is not limited to, loss of revenue or profits or business or anticipated savings, loss of use or goodwill or reputation or loss of data.

## **10. Security**

10.1 When you place an order through this Website or through the App, we use a secure server which uses industry-standard encryption to protect the information you send through the Website or the App. We make no warranty in respect of the strength or effectiveness of that encryption and we are not responsible for events arising from unauthorised access of the information you provide.

10.2 If you choose a password, you must treat such information as confidential. You must not disclose it to any third party.

10.3 We have the right to disable any password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

10.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@wurth.com.au](mailto:info@wurth.com.au).

## **11. Privacy Policy**

Wurth Australia's Privacy Policy is incorporated by reference into these Terms and Conditions. Wurth Australia will only use your personal information as set out in its [Privacy Policy](#).

## **12. Jurisdiction**

These terms and conditions are governed by the laws of Victoria, Australia.

## **13. Contact**

If you have any queries regarding these Terms and Conditions, please contact Wurth Australia at [info@wurth.com.au](mailto:info@wurth.com.au).