

NANOTECH PRODUCTS PTY LTD

TERMS AND CONDITIONS

PART A:

INTRODUCTION

These terms govern the use of www.nanoman.com.au (Website). By accessing, using, browsing, registering with, contributing to or purchasing from any area of the Website, including purchasing goods, you agree that your access to, use of, and purchase of any goods from the Website is subject to these terms and all applicable laws, and is at your own risk.

If you do not agree to these terms in their entirety, you must not use this Website. When purchasing goods from the Website, these Terms and Conditions form a contract between the customer (you) and Nanotech Products Pty Ltd ABN 47 153 300 933 and apply to the ordering, purchase, fulfilment and delivery of goods from the Website.

Please read these Terms and Conditions carefully before placing your Order as these Terms and Conditions contain important information about the ordering, processing, fulfilment and delivery of goods, including limitations of liability.

We may amend or update these terms and conditions at any time by posting any changes at this Website, without providing notice to you. By continuing to access and use this Website, you will be deemed to have agreed to any changes or updates to these terms. These Terms and Conditions (including where applicable, our Privacy Policy and Returns and Refunds Policy) set out the entire agreement between you and Nanoman regarding this website and any use of it and, to the fullest extent permitted by law, supersedes all prior terms, conditions, warranties and/or representations.

If you do not understand these Terms and Conditions or if you have any questions, please contact us and a representative will be happy to assist you. Our representatives are available on Monday to Friday (excluding public holidays in Melbourne, Australia) from 9.00am until 5.00pm (Australian Eastern Standard/Daylight Savings Time).

The contact phone numbers for our team are:

Callers from Australia: 1300 696 266

or contact us via email at info@nanoman.com.au

1. DEFINITIONS

The following definitions are used in these Terms and Conditions.

Business Day means a weekday in which trading banks are open for the transaction of banking business in Melbourne, Australia.

Delivery Address means the address to which the Goods are to be delivered as stated on the electronic Order form on the Website

Delivery Agent means any nominated third party delivery or shipping company for Nanoman Online.

Delivery Fee means the fees charged by Nanoman for the delivery of Goods.

Goods means the items offered for sale that are described or displayed 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 statute, 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.

Order means a request by you to purchase Goods from Nanoman.

Personal Information has the meaning as defined under the Privacy Act 1988 (Cth).

Price means:

- where Australia has been nominated within the delivery address, the purchase price of each Good as specified on the Website in Australian dollars (for the avoidance of doubt, in Australia, the specified price includes GST);
- where a country other than Australia has been nominated within the delivery address, the purchase price of each Good as specified on the Website in Australian dollars (for the avoidance of doubt, this does not include Australian GST). For the avoidance of doubt, the Price is charged in Australian dollars and is subject to conversion to your local currency by your financial institution and any other Taxes levied by any applicable government authority)

Privacy Policy means the Nanoman Privacy Policy found on the Website Privacy Policy.

Returns Policy means the Nanoman Returns & Exchanges Policy found on the Website Returns & Exchanges.

Shopping Cart means the electronic order form used to purchase Goods from this Website in a single transaction.

Tax means any goods and services tax, value added tax, or other taxes, import fees, duties, tariffs, or other imposts or charges which may be payable in relation to your order.

Terms and Conditions means these terms and conditions governing the Website and any activities and transactions occurring via the Website, including Part B: Terms and Conditions for the Sale of Goods on the Nanoman Website, Part C: Terms and Conditions for Submissions and Part D: the general terms of use, as amended from time to time.

Website means www.nanoman.com.au

we or us or our or Nanoman means Nanotech Products Pty Ltd, ABN 47 153 300 933.

you or your means you as the user of the Website, including as a purchaser of Goods from Nanoman.

PART B:

SPECIFIC TERMS AND CONDITIONS FOR THE SALE OF GOODS ON THE NANOMAN WEBSITE

2. COMPLIANCE WITH TERMS AND CONDITIONS

- 2.1 You agree to be bound by the Terms and Conditions when you submit an Order.
- 2.2 Each Order you submit will be a separate and binding agreement between you and Nanoman with respect to the supply of Goods, in accordance with these Terms and Conditions

3. PLACING ORDERS FOR GOODS

- 3.1 You may place an Order through the Website by submitting the electronic Order form on the Website or the Shopping Cart.
- 3.2 An Order submitted by you on the Website in the manner described in clause 3.1 is an offer by you to purchase Goods for the Price (which for the avoidance of doubt, includes GST for deliveries to Australia) plus any Delivery Fee as specified at the time you submit your Order. That offer cannot be withdrawn by you without our prior consent.
- 3.3 In completing the electronic Order form, you agree to provide complete and accurate information as to your personal details to enable the processing and delivery of your Order. This information will also be used by the Delivery Agent to fulfil your Order. Nanoman will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver Goods to you (or your

nominated recipient) due to inaccurate or incomplete personal details provided in respect of an Order by you. Without limitation, if you provide inaccurate shipping details in an Order, Nanoman is under no obligation to resend your Order if it is shipped to the address provided in the Order and not subsequently returned to Nanoman. You agree to obtain consent from the recipient of a gift when providing their personal details to Nanoman.

3.4 You may Order from Nanoman if you are aged 18 years or over, have an active email account and a telephone number at which you can be easily contacted.

3.5 You must check your Order carefully prior to submitting your Order with us. Once you submit your Order, cancellations of your Order or changes to the Goods in your Order may only be made by agreement unless otherwise required by law. However, we will allow you to return Goods in accordance with the Returns and Refunds Policy.

3.6 Where you place consecutive or separate Orders for Goods, we cannot consolidate the Orders into one. A separate Delivery Fee will apply to each Order in accordance with clause 7.

3.7 In submitting an Order you represent and warrant to Nanoman that:

- you are over the age of 18;
- you have read and agree to these Terms and Conditions; and
- you have complied with all applicable Laws.

4. ACCEPTANCE AND REJECTION OF ORDERS

4.1 Nanoman reserves the right to accept or reject your Order for any reason at any time. Without limitation, due to legal and other restrictions applicable for orders placed for international delivery, some of our products may not be available for delivery to certain locations outside Australia. Nanoman retains the right to determine what it can and cannot deliver to any particular location.

4.2 When we accept an Order, it represents an agreement by Nanoman to supply you the Goods in accordance with the Order and these Terms and Conditions.

4.3 In the event that we reject an Order under clause 4.1, we will notify you of that rejection and the reason for rejection via email within five (5) Business Days after the placement of the Order wherever possible. Nanoman will not be liable to you for your loss or that of any third party for the rejection of an Order.

4.4 Where we reject an Order and your payment for the Goods has already been processed, we will refund any money paid to us in respect of that Order and make reasonable endeavours to process the refund within five (5) Business

Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Nanoman is not liable with respect to any loss, damage, cost, expense or injury you or any third party incur as a result of any delay in processing your refund.

4.5 If we are unable to contact you in relation to your Order under these Terms and Conditions using the contact details you provide during the Order process after having made reasonable attempts to contact you, we will reject the Order in accordance with this clause 4.

5. AVAILABILITY OF GOODS

5.1 You acknowledge and agree that from time to time, some Goods on the Website may be out of stock or unavailable and we may not be able to fulfil all or part of your Order. If this occurs, Nanoman will use reasonable endeavours to contact you within five (5) Business Days to arrange a full or partial refund. We will use reasonable endeavours to process the refund within five (5) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Nanoman is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

5.2 We reserve the right to withdraw or suspend any Good displayed on the Website from sale either temporarily or permanently at any time without notice to you. Nanoman will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of availability with respect to a particular Good.

5.3 Where your Order is affected by an error on the Website (for example, in relation to a description of Goods, an image, Price or otherwise), we may reject the part of the Order that is the subject of the error in accordance with clause 4. If applicable, Nanoman will proceed to fulfil the remainder of your Order in accordance with these Terms and Conditions. If you are not satisfied with the partial fulfilment of your Order, you can return your entire Order to us as an order that has been incorrectly delivered in accordance with the Returns and Refunds Policy.

5.4 You acknowledge and agree that:

- all pictures and images of Goods displayed on the Website are for illustration purposes only;
- you have read any corresponding written description of the Goods prior to submitting your Order;
- where we provide usage or other measurements in the descriptions of a Good (where applicable), it is your responsibility to ensure that quantity of each item is suitable for your purpose prior to submitting your Order; and

- any accessory featured with the Goods is for illustration purposes only.

6. PRICE AND PAYMENT

6.1 The Price in respect of a Good is specified on the Website and is dependent on the delivery address nominated.

6.2 Prices are displayed in Australian Dollars. Where a delivery address within Australia has been nominated, the Price includes Australian GST (currently 10%). Where a delivery address outside Australia has been nominated, the Price will not include Australian GST and additional Taxes may be payable by you as levied by authorities in the country of delivery upon importation to that country. If goods are over the relevant country's threshold and customs entry is required, there will also be an additional admin charge from our logistics partner for handling the customs clearance.

6.3 You will be charged the Price in Australian Dollars regardless of your delivery location. Any currency conversion fees or rates used to determine the amount you pay for the Goods is determined by your credit card provider or Paypal. We are not liable for any difference between the Price quoted on the site and the actual amount charged to you for the Goods as determined by the fees and conversion rate used by your credit card provider or Paypal.

6.4 Nanoman reserves the right to change or alter Prices of Goods on the Website without notice to you, unless you have already submitted an Order at a stipulated Price, in which case there will be no change or alteration in the Price (provided your Order is not affected by an obvious pricing error, in which case the procedure in clause 5.3 will apply).

6.5 In respect of any Order, we will charge you and you agree to pay to us:

- the Price (which is the Price at the time the Order is submitted in Australian Dollars); and
- the Delivery Fee (if any).

6.6 You can pay for your Goods by any of the methods specified on the electronic Order form on the Website or on the Shopping Cart from time to time, which includes but are not limited to credit card or Pay Pal. When paying by credit card, you authorise Nanoman to debit your nominated card at the time you submit your Order. The name on the credit card used for the payment must match the name on the Order.

6.7 You acknowledge and agree that any payment in respect of an Order must be cleared by Nanoman before Goods which are the subject of an Order are dispatched. If your payment cannot be processed, your Order will be rejected in accordance with these Terms and Conditions and you will be notified of this. In

relation to credit cards, you should contact your card issuer in the first instance to try to resolve any problem concerning the use of your credit card, or use an alternative payment method in order to continue with your Order.

6.8 In paying or attempting to pay for the Goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

6.9 You will receive an invoice by email once payment in respect of your Order has been processed.

6.10 Nanoman uses an encrypted payment gateway and security certificate to secure payments. Whilst we take all reasonable precautions, we cannot guarantee the security of any transaction.

7. DELIVERY

7.1 Nanoman uses Delivery Agents to deliver your Goods. You agree to your details including your Delivery Address being supplied to the Delivery Agent for the purpose of delivering your Goods.

7.2 You should refer to the Delivery and Handling section of the Website for the applicable Delivery Fee for the Goods.

7.3 Indicative delivery time frames are set out in the Delivery and Handling section of the Website.

7.4 You acknowledge and agree that notwithstanding anything else stated on the Website:

- Nanoman cannot guarantee that delivery will occur in the stated delivery time frames;
- delivery time frames may change from time to time due to unforeseen circumstances; and
- except where required by applicable law, Nanoman is not liable with respect to any loss, damage, cost, expense or injury you or any third party suffers as a result of a change in delivery times or a delay in delivery.

7.5 Delivery of Goods will take place at the Delivery Address specified by you during the Order process. You will need to submit separate Orders for Goods where you require multiple delivery destinations.

7.6 If we are unable to deliver your Goods to the Delivery Address due to the size of the package or because there are restrictions on access to the Delivery Address or it is unsafe or impractical to make delivery, a calling card will be left for you notifying you where the Goods have been delivered for collection by you. It is your responsibility to follow the instructions stated on the calling card.

7.7 Where you do not collect your Goods from the outlet specified on the calling card within the time required of a failed delivery, you must contact our Customer Service Centre using the details provided at the start of these Terms and Conditions for further information with respect to claiming your Order. If Goods are required to be redelivered, you may be required to pay any associated fees for redelivery.

7.8 Upon delivery, you must inspect your Goods and check that the Goods delivered match your Order. If there is obvious damage to the Goods due to transit, you must contact us as soon as practicable using the details provided at the start of these Terms and Conditions. If the Goods are not as ordered, you may return the Goods to us in accordance with the Returns and Refunds Policy. If Goods are missing from your Order, you may call us, or return the Order in accordance with the Returns and Refunds Policy. You should let us know about any defective, damaged, missing and incorrect Goods as soon as possible. Any Goods replaced under the Returns and Refunds Policy due to being defective, damaged, missing or incorrect will be delivered to you free of charge.

7.9 You warrant to Nanoman that any nominated representative receiving the Goods on your behalf at the Delivery Address is duly authorised by you to do so.

8. RISK AND TITLE

Risk and title in the Goods passes to you on the date and time of delivery of the Goods to the Delivery Agent.

9. ORDER CANCELLATIONS AND RETURNS

9.1 Unless provided for under these Terms and Conditions, no cancellations or changes to Orders will be accepted, and the Goods will be delivered to the stated Delivery Address in accordance with these Terms and Conditions. Therefore, you should carefully check that your Order is accurate before you submit it to us. You will, however, be able to return faulty or incorrectly delivered Goods in accordance with the Returns and Refunds Policy.

9.2 Goods can only be returned under these Terms and Conditions (in particular, this clause 9) and in accordance with the Returns and Refunds Policy. The Returns and Refunds Policy forms a part of these Terms and Conditions.

9.3 Where we reject or cancel your Order under these Terms and Conditions, we will refund the Price of the Goods to you (and any applicable Delivery Fee) in accordance with these Terms and Conditions. We will use reasonable endeavours to process your refund within five (5) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Nanoman is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

9.4 It is a condition of most credit card schemes that refunds be processed on the same card as the original payment was made in order to minimise the possibility of fraudulent activity on cards. Nanoman is required to comply with all card scheme rules in order to be able to accept these card types, and as such, all of your refunds will be credited to the card you nominated in your Order.

10. PROMOTIONS AND DISCOUNTS

Nanoman offers and promotions may only be used at the Website, including for purchases of Goods selected from the Website and purchased through the Shopping Cart. You may receive online offers and promotions that include a promotional or coupon code (Code) for use when shopping at the Website. It is your responsibility to ensure that the Code is valid, and that you enter the Code at the time of making your purchase online. We cannot apply the Code retrospectively once you have submitted your Order. Terms and conditions will apply to the use of the offer or promotion. Please read these carefully to make sure you can take proper advantage of these offers. Any Code is non-transferable and, unless expressly stated, may not be used in conjunction with any other offers. If your code is lost or stolen it will not be reissued.

Any % off stated applies to the Australian recommended retail price (RRP) of items, including the Australian GST component of that price. Offer is subject to change at any time.

PART C:

TERMS AND CONDITIONS FOR SUBMISSIONS

11. OWNERSHIP OF SUBMISSIONS

Other than personal information which is subject to our Returns Policy all comments, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to Nanoman on or through the Website or otherwise disclosed, submitted or offered by you (collectively, "Submissions") shall become and remain the property of Nanoman once submitted. You must comply with the content standards for Submissions set out in these Terms and Conditions. You warrant that you own or have the right to use any Submissions and that your Submissions will comply with these standards and guidelines. You warrant that you have the right to grant to Nanoman the rights set out in these Terms and Conditions in respect of your Submissions.

12. SOCIAL NETWORKING SITES

These Terms and Conditions also govern any Submissions you make on any Nanoman related third party website or page such as our Facebook page, Twitter,

YouTube or other social networking site. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of Nanoman or its employees and Nanoman is not responsible for any such content. In any event, all material posted on any third party social networking site must comply with these Terms and Conditions and the third party social networking sites terms of use, as applicable.

13. INTELLECTUAL PROPERTY RIGHTS IN SUBMISSIONS

A disclosure, Submission or offer of any Submissions and your agreement to these Terms and Conditions shall constitute an assignment to Nanoman of any intellectual property rights in the disclosure or Submission. Whenever you make use of a feature that allows you to upload material to the Website, including questions, or to make contact with other users of the Website or to make Submissions on any Nanoman related third party website or page, you must comply with the content standards set out below (including the spirit of those standards) and with these Terms and Conditions.

14. CONFIDENTIALITY

Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any material in the Submissions for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website or any Nanoman related third party social networking site or page constitutes a violation of their intellectual property rights, or of their right to privacy or any other rights. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website. We have the right (but no obligation) to remove any Submissions you make on the Website if, in our opinion, such Submission does not comply with the content standards set out below (including the spirit of those standards).

15. RULES FOR SUBMISSIONS

Please be polite and only write in English.

- 15.1 You confirm that the Submission is your own and that the content does not infringe the material, trade marks or intellectual property rights of others.
- 15.2 If you require an immediate response from us or have a comment about our service please contact us directly for a quicker response.
- 15.3 Submissions should not include:
 - profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others
 - comments about other reviewers or bloggers

- remarks making criminal accusations, or false, defamatory or misleading statements
- material which impersonates others
- spam or advertising
- third party brand names or trade marks
- personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers
- HTML code, computer script or website URLs
- availability, price or alternative ordering or delivery information
- information about Nanoman suppliers

15.4 Nanoman, in its absolute discretion, reserves the right to:

- not publish the Submission or remove it
- take any appropriate action if deemed necessary
- remove reviews which relate to discontinued products which are no longer available for purchase

Please let us know if you see any Submissions which do not comply with our rules.

PART D:

GENERAL

16. COPYRIGHT AND TRADE MARKS

16.1 The Website and all material provided on the Website are owned or licensed by Nanoman, including the "look" and "feel" of the Website, the colour combinations, layout, literary and artistic works, photographs, and all graphical elements. Except where necessary for viewing the material on the Website on your browser, or as permitted under the Australian Copyright Act 1968 (Cth) or other applicable laws or these Terms and Conditions, nothing on the Website may be copied, reproduced, adapted, uploaded to a third party, issued or communicated to the public, linked to, framed, performed in public, distributed or transmitted in any form by any process without the prior written consent of Nanoman.

16.2 Various trade marks displayed on the Website (whether registered or otherwise), including Nanoman are owned by us. Other product and company names mentioned on the Website may be the trade marks of other people or entities. The trade marks displayed on the Website must not be used or reproduced without the prior permission of the relevant owner. If you are an authorised reseller of Nanoman products and would like to request permission to use photography or other content from the Website for business purposes, please contact us via email.

- 16.3 If you believe you own the copyright in any work and that work is displayed on the Website without your permission, please contact us and the matter will be investigated.

17. DISCLAIMER

- 17.1 The information contained on the Website is provided by Nanoman in good faith. To the best of Nanoman's knowledge, the information is accurate and current. However, the Website and its contents are provided to you on "as is" basis. The Website may contain errors, faults and inaccuracies and may not be complete and current. Nanoman and its related bodies corporate, and their directors, officers, employees, and agents ("Nanoman's Associates") make no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials or products included on the Website, except as otherwise provided, and then only to the minimum extent required, under any applicable laws.
- 17.2 Subject to any rights you have under any consumer protection law or any other Laws that cannot be excluded, Nanoman excludes, all implied terms and warranties whether statutory or otherwise, relating to the Website or the subject matter of these Terms and Conditions. You may be entitled to certain rights under consumer protection law or other Laws that cannot be excluded, including any statutory guarantees that are provided under competition and consumer legislation, including, as applicable, the Competition and Consumer Act 2010 (Cth).

18. LIMITATION OF NANOMAN'S LIABILITY

- 18.1 Subject to any non-excludable liability (including under consumer laws), and the express provisions of these Terms and Conditions, Nanoman will not be liable to you or any other person for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, business interruption or the loss of data or information, or damages for product liability, personal injury, in contract, tort (including negligence), under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with any transaction (actual or contemplated) undertaken or attempted to be undertaken through the Website, or resulting from use of goods or services supplied to you, or on your behalf, through the Website, including through the Shopping Cart.
- 18.2 Subject to any non-excludable liability implied by legislation (including under consumer laws), any liability of Nanoman or Nanoman's Associates in connection with goods or services supplied to you will, at the election of Nanoman, be limited to:

- In relation to goods, the replacement of the goods or the supply of equivalent goods,
- In relation to services, the supply of the services again or the payment of the cost of having the services supplied again. The above remedies are in addition to, and not in place of, your rights at law that cannot be lawfully excluded (including in Australia, under the Australian Consumer Law).

18.3 To the extent permitted by law, our liability to you for loss or damage of any kind arising out of your use of, or relating to, this Website will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

19. INDEMNITY

You agree to indemnify us (including our related companies and our and their directors, officers, employees, agents and contractors) for any loss or damage any of the foregoing suffer if you breach these Terms and Conditions.

20. PRIVACY

20.1 Personal Information, such as your contact details, that you provide to us during the Order process will be kept and used by us for the purpose of processing your Order and improving our order process in accordance with Nanoman's Privacy Policy.

20.2 You represent and warrant to Nanoman that all information (including Personal Information) and data provided by you to us through the Website is true, accurate, complete and up to date, and (where relevant) you have obtained the consent of your nominated recipient for gifts to provide their Personal Information to Nanoman.

21. VIRUS WARNING

All care is taken to ensure that the Website and data transmissions are free from viruses. However Nanoman cannot guarantee that any file or program available for download and/or execution from or via the Website is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. It is your responsibility to scan any such data for viruses. You assume all risk of use of all programs and files on the Website and you release Nanoman entirely of all responsibility for any consequences of its use.

22. USE OF COOKIES

Cookies are small pieces of information that your browser stores on your computer hard drive. We use cookies to provide us with site usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do

not contain any personal identifiable information. If you disable cookies on your web browser you may not be able to fully experience all features of the Website.

23. THIRD PARTY SITES

23.1 The Website may contain links to third party sites. Nanoman is not responsible for the condition or content of those sites as they are not under Nanoman's control. You access those sites and/or use the site's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement by Nanoman of the sites or the products or services provided on the site. Nanoman does not permit any linkages to the Website without prior permission.

23.2 Any third-party advertising on Nanoman's pages of third party social networking sites are not the responsibility of, or endorsed by, Nanoman. All rights, including copyright in Nanoman's pages, are owned by or licensed to Nanoman. Any use of any Nanoman's social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use, is prohibited without the permission of Nanoman. All worldwide rights reserved.

24. ELECTRONIC COMMUNICATIONS

You consent to receive communications from us electronically and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

25. SECURITY AND VIRUSES

Information and emails sent to us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code and we have no liability for any viruses transmitted to you.

26. TERMINATION

Nanoman reserves the right to, at its discretion, terminate your access to and use of the Website:

- for convenience, at any time, upon provision of notice to you;
- immediately:
 - i. if Nanoman reasonably believes that you have breached these Terms and Conditions, and that breach is not capable of remedy; or
 - ii. if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied).

27. GENERAL

- 27.1 These Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in Victoria. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts (including the Federal Court of Australia, Victoria Registry) and waive any right to object to any proceedings being brought in those courts. In any purchase of Goods, your transaction is deemed to have taken place in Notting Hill, Victoria.
- 27.2 The Website may be accessed from Australia or overseas. Nanoman makes no representations that the content of the Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website, from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site if and to the extent that they are applicable.
- 27.3 Only you and Nanoman shall be entitled to enforce these Terms and Conditions. You may not assign, transfer or sub-contract any of your rights or obligations under these terms to any third party unless we agree. No third party shall be entitled to enforce any of these Terms and Conditions, whether by virtue of legislation or otherwise.
- 27.4 Nanoman reserves the right at all times to make changes to these Terms and Conditions. Any variations to these Terms and Conditions will take effect from posting on the Website. The Terms and Conditions which apply at the time of Order are those that govern your relationship with Nanoman with respect to that Order. If you do not agree to the amended Terms and Conditions, you must immediately cease all use of the Website. Your continued use of the Website will constitute acceptance of the amended Terms and Conditions.
- 27.5 Nanoman may give notice to you by electronic mail via the details you have provided to us at the Website or through the Shopping Cart. You may give notice to us by emailing us at info@nanoman.com.au
- 27.6 Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.
- 27.7 A failure or delay by Nanoman to exercise a power or right under, or enforce strict performance with, these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by Nanoman does not preclude its future exercise or the exercise of any power or right.

Revised and effective 1st June 2020