



Creative Folks Pty Limited – Web Shop Terms & Conditions, to be read in Conjunction with our General Terms & Conditions – available upon request.

Definitions and Acceptance

1. This Web Shop ("Web Shop") is owned and operated by Creative Folks Pty Ltd (ABN 52 004 252 466). References to "Folks" within this document and Web Shop means Creative Folks Pty Ltd (ABN 52 004 252 466), its successors and assigns.
2. Access to the secure areas of this Web Shop is restricted to:
 - a. Persons and businesses who are authorised customers of Folks ("Customer"), and
 - b. Internet access providers who provide their subscribers with access to the world wide web ("IAP"). Access by any other person or business to the secure areas of this Web Shop is strictly prohibited.
3. Access to this Web Shop by each Customer or IAP is expressly conditional upon its acceptance of, and compliance with, the terms, conditions, policies, notices and disclaimers contained or referred to in this document ("Terms of Use"), and our General Terms and Conditions document which is available on our website or by request.
4. The Customer's use of, and/or access to, this Web Shop also confirms its agreement to all of our Terms and Policies, which may be amended from time to time.
5. Folks reserves the right to amend the Terms of Use at any time. Since you are bound by these Terms of Use, you should refer to them periodically of your own accord but also pay particular attention to any notice by Folks that they have been amended.

General Commercial Terms

1. This Web Shop is provided for the purposes of allowing the Customer to do the following with an industry standard web browser (referred to collectively as the "Authorised Purposes"):
 - a. access as presented on this Web Shop to information about Folks, the terms of the relationship between the Customer and Folks, and the goods and/or services presented on this Web Shop, and
 - b. communicate to Folks the Customer's desire to purchase goods and/or services presented on this Web Shop. The Customer must use this Web Shop solely for the Authorised Purposes.
2. Application to become a Member on the Web Shop is subject to online application on the Web Shop, verification, and approval by Folks. Approval is at the sole discretion of Folks. Upon approval, Customers will be provided with a login and password, which the Customer may use to gain access to the secure areas of this Web Shop.

3. Any Web Shop Member is deemed to have accepted Folks General Terms & Conditions as well as Folks Web Shop Terms & Conditions. If Customer does not agree to Folks General Terms & Conditions or Folks Web Shop Terms & Conditions please do not attempt to register to become a Member.
4. The Customer must not disclose the login or password details. The Customer must inform Folks immediately if the login or password are disclosed in any manner contrary to the Terms of Use. The Customer will be responsible for all activity (including purchases) by any person who accesses this Web Shop using the Customer's login and password.
5. Notwithstanding anything in the Terms of Use or any other agreement between the Customer and Folks, all orders made on this Web Shop are subject to acceptance by Folks, and no order will be deemed to be accepted by Folks until such acceptance has been confirmed to the Customer.
6. If the Customer wishes to retain a hard copy of any order it places on this Web Shop, the Customer may print the relevant order confirmation as provided for on this Web Shop using any industry standard web browser. The presentation of an order confirmation on this Web Shop indicates only that the relevant order has been received by Folks.
7. The decision by Folks whether or not to accept or fulfill any order will be based inter alia upon the Customer's account and credit status at the relevant time. Folks reserves the right to delay or cancel any order at any time (including at the time of fulfillment) based on the Customer's account or credit status.
8. If the Customer wishes to cancel any order, it must do so by telephoning its Folks customer sales representative or account manager. Orders may normally be cancelled within 30 minutes of placement, but no order will be cancelled after it has left Folks premises for shipping regardless of when this occurs. Cancelled orders may incur a handling fee of 25% of the value of the goods.
9. Folks Returns Policy & Procedure will apply to all items that the Customer wishes to return.
10. The Customer expressly authorises Folks to communicate with it via e-mail regarding any order the Customer places on this Web Shop, the Customer's account and/or credit status and other confidential information including the password which the Customer must enter to access this Web Shop. Folks will send such e-mails to the e-mail address specified by the Customer at the time of account opening or as otherwise advised by the Customer to Folks either expressly in writing signed by an authorised representative of the Customer or on the registration documentation which the Customer submits to Folks as part of its application to gain access to this Web Shop.



Intellectual property and restrictions on use of Content

1. All information, text, material, graphics, software and advertisements on this Web Shop ("Content") are Copyright © 2006 Folks, its suppliers and/or licensors unless expressly indicated otherwise by Folks. The Content is protected by Australian and international copyright and trademark laws. Content on the Network is published in real-time, and no one may modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on this Web Shop or expressly authorised in writing by Folks.
2. Strictly on the condition that the person accessing this Web Shop keeps all Content intact and in the same form as presented on this Web Shop (including without limitation all copyright, trademark and other proprietary notices and all advertisements), such person may:
 - i. as a Customer, using an industry standard web browser, download and view the Content for the Authorised Purposes only, or
 - ii. if the relevant person accessing this Web Shop is an IAP, supply the Content to the IAP's subscriber. No one is authorised to use this Web Shop in any manner or for any purpose which is unlawful or in any manner which violates any right of Folks or an affiliate or which is prohibited by the Terms of Use.
3. The Customer acknowledges and agrees that all Customer account and pricing information, the login and password constitute the confidential information of Folks, and the Customer must not disclose this information to any third party without the prior express written authorisation of Folks. The Customer must inform Folks immediately if it discloses any confidential information in any manner contrary to the terms of this Agreement.

Software

- i. To the extent that a Product supplied under these Terms is a software Product then, in addition to these Terms, that Product will be supplied subject to the terms and conditions of the relevant licence agreement applicable to it.
- ii. Software licence agreements may be packaged with the software, may be separately provided to Customer for execution or may require on-screen acceptance or on-line download by Customer. Customer agrees to use the software Product in accordance with the terms and conditions of the relevant licence agreement.
- iii. Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of the licence to use that software Product.



Deliveries

Folks have numerous courier services available to ensure fast and efficient deliveries. Delivery costs will be calculated on the size / weight of the items and the postcode of the delivery address, and noted on the order from prior to acceptance. Folks may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.

Product Information, advertising and links to third party Web Shops

1. This Web Shop contains information on goods and services which the Customer may purchase including inter alia product descriptions and specifications. All product information and stock availability has been provided by the relevant original equipment manufacturer and/or vendor and/or distributor and/or supplier and not Folks, and Folks has included it on this Web Shop as a convenience only. The Customer should confirm all product descriptions and specifications with the relevant original equipment manufacturer or vendor before purchase, and confirm stock availability with Folks.
2. This Web Shop may contain hyperlinks and pointers to other web sites operated by third parties. These linked web sites are not controlled by Folks, and Folks is not responsible for the contents of any linked web site or any hyperlink contained in a linked web site. The hyperlinks are provided as a convenience only, and the inclusion of any hyperlink on this Web Shop does not imply any endorsement of the linked web site by Folks, its affiliates or their directors or employees. The Customer links to any such web site entirely at its own risk.
3. This Web Shop may contain third party advertisements (including banner ads, partial and full page advertisements) which may contain embedded hyperlinks or which include referral buttons to web sites operated by third parties or their licensees or contractors. All third party advertising (including referral buttons and embedded hyperlinks) is paid for by the relevant third party advertisers and must not be construed as either recommendations or endorsements by Folks, its affiliates or their directors or employees. The Customer is referred to the relevant advertiser for all information regarding the advertiser and its products and/or services.
4. In some instances, the advertisement may contain representations or offers by the third party advertiser which the Customer may accept by linking to the advertiser's web shop and executing the relevant transaction. Such offers are made by the third party advertisers and not Folks, and the third party advertisers are solely responsible to the Customer for the delivery of any goods or services the Customer purchases on the third party web shops.

Disclaimer and limitation of liability

1. The Trade Practices Act and similar State and Territory Legislation in Australia may confer rights and remedies on the Customer in relation to the provision by Folks of this Web Shop (including the various functions contained on this Web Shop) which cannot be excluded, restricted or modified ("Non-excludable Rights"). Folks does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.
2. Except as provided for by the Non-excludable Rights:
 - a. this Web Shop (including all Content and functions) is provided "as is" and without warranties of any kind, either express or implied,
 - b. Folks and its suppliers expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose,
 - c. Folks does not warrant that any functions on this Web Shop (including inter alia the Customer's access to this Web Shop) will be uninterrupted or error-free, that any defects will be corrected or that this Web Shop or the server which stores and transmits Content to the Customer or any other person accessing this Web Shop are free of viruses or any other harmful components,
 - d. Folks does not warrant or make any representations regarding the Customer's access to, or the results of the Customer's access to, this Web Shop (including any related or linked Web Shops) or any Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.
3. Under no circumstances (including but not limited to any act or omission on the part of Folks) will Folks or its affiliates be liable for any indirect, incidental, special or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, this Web Shop or any Content.
4. To the fullest extent permitted by law, Folks liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of Folks to the following:

in the case of services supplied or offered by Folks,

 - i. the supply of the services again, or
 - ii. the payment of the cost of having services supplied again;

and in the case of goods supplied or offered by Folks,

 - i. the replacement of the goods or the supply of equivalent goods,
 - ii. the repair of such goods,
 - iii. the payment of the cost of replacing the goods or acquiring equivalent goods, or
 - iv. the payment of the cost of having the goods repaired.



Termination

The Terms of Use are effective until terminated by Folks, and Folks may terminate this agreement and the Customer's access to the Web Shop at any time without notice. In the event of termination, the Customer is no longer authorised to access this Web Shop, but all restrictions imposed on the Customer and all Folks disclaimers and limitations of liability set out in the Terms of Use will survive.

Other

1. The Terms of Use embody the entire agreement between the Customer and Folks in respect of the Customer's access to, and use of, this Web Shop and supersede all prior and contemporaneous agreements, arrangements and understandings between the parties with respect to its subject matter. This agreement will be governed by and construed in accordance with the laws of New South Wales, Australia. The Customer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.
2. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement, which will continue in full force and effect.
3. All rights not expressly granted herein are reserved.

Trademarks of Folks and its affiliates

All trademarks on this Web Shop, registered or otherwise, are trademarks of their respective owners.

