

Cogotec Terms & Conditions

1. Ownership

OrderCatalyst is a product developed by Cogotec Australia Pty Ltd.

Australian Business Number: 25134248025.

All correspondence should be sent to:

The Cogotec Company Secretary
P O Box 8139
Gold Coast MC
Queensland
9726
Australia

2. Copyright

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Users may download, view and print content from this site for private and direct commercial purposes only. All moral rights of Cogotec and its employees/agents are reserved.

Cogotec cannot screen or edit all the content available from the OrderCatalyst site and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform Cogotec of any content that may be offensive or illegal.

3. Intellectual Property Rights

All the content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to the relevant Suppliers or Companies and as such are protected from infringement by local and international legislation and treaties.

4. Electronic Communications

When a user visits OrderCatalyst or sends e-mails to Cogotec, that user consents to receiving communications from Cogotec electronically and agrees that all agreements, notices, disclosures and other communications sent by Cogotec satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

5. Hyperlinks

No person, business or web site may link to any page on this site without the prior written permission of Cogotec. Such permission could be obtained from the person The Cogotec Company Secretary referred to in clause 1 hereof. This clause does not apply to parties that have entered into e-trader agreements with Cogotec.

Hyperlinks provided on this site to non-Cogotec sites, including but not limited to OrderCatalyst, are provided as is and Cogotec does not necessarily agree with, edit or sponsor the content on such web pages.

6. Framing

No person, business or web site may frame this site or any of the pages on this site in any way whatsoever.

7. Spiders and Crawlers

No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of Cogotec. Such permission could be obtained from the person The Cogotec Company Secretary referred to in clause 1 hereof.

8. Disclaimer

Apart from the provisions of the Electronic Communications and Transactions Act, neither Cogotec nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, Cogotec makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to the person The Cogotec Company Secretary referred to in clause 1.

This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Cogotec that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Cogotec and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

All items purchased from Cogotec are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Cogotec to such agents upon delivery of any item to such carrier.

Neither Cogotec nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

9. Costs

The price of each product should be displayed with the product. In the event of a sale or special offer, the discounted price is displayed.

The cost of shipping or delivery will be defined buy the Supplier.

Cogotec will take no responsibility for any pricing mistakes. We encourage users to double check all calculations and pricing.

Sales Tax:

Sales Tax is defined by each supplier according to the applicable laws in their country of business registration. Tax will be clearly displayed on each order. Cogotec will take NO responsibility in any way shape or form to check payment of Tax and statutory fees to various authorities. This remains the responsibility of the Suppliers and Buyers concerned.

Import Duties:

Import duties may be payable by recipients of goods in foreign countries. Cogotec does not know what levies may be payable and cannot calculate or estimate such costs.

10. Orders and Deliveries

Some items on the site have an indication as to the delivery time, however these are only estimates!

Delays and cancellations

Suppliers should make every effort to assure that the information on their account is accurate. Where delays and out of stock situations occur, every effort must be made to inform the buyer.

11. Payment Methods

Credit card payments

At the time of activating the account, the transaction details are presented to the bank and an authorization is obtained for the amount.

Payment is only collected when the account is activated.

Note that to protect its own and the interests of customers, Cogotec scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Cogotec is not satisfied with its legitimacy.

Bank deposit payments

If a user selects the 'pay via bank deposit' option, instructions will be given on how to deposit monies into the correct bank account and it would be subject to the following rules:

the exact amount must be paid

the payment must be identified by supplying the order number in the reference section of the order or on the electronic transfer.

no transfers must be made from ATM's

cheque deposits are NOT accepted.

unpaid bank deposit orders may cancelled after five business days.

12. Restrictions on Sales

Cogotec will take no responsibility for the sale and shipping or delivery of restricted goods, such as but not limited to, alcoholic beverages, illegal substances, adult material, weapons, chemical agents or items restricted buy any government authorities involved. It is the responsibility of buyers and suppliers to confirm legality with customs and government departments.

13. Agreements of Sale

Placing an item into an order without completing the purchase cycle does not:

constitute an agreement of sale and users cannot hold Cogotec liable if such items are not available when the purchase cycle is completed later; and/or

constitute an order for such an item; and

users may remove such items from the order if no stock is available.

An agreement of sale between Cogotec and a user only comes into effect if and when:

a credit card authorisation is received from the issuing bank; or

a deposit of an electronic transfer is reflected on Cogotec's bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle); or

a direct deposit is reflected on Cogotec's bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle.

Cogotec reserves the right to refuse to accept and/or execute an order without giving any reasons. Cogotec also reserves the right to cancel orders in whole or in part as circumstances dictate. Cogotec shall only be liable to refund monies already paid by the user.

Cogotec shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, Cogotec will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

14. Stock Availability

Stocks of all goods on offer are limited. Suppliers shall take all reasonable efforts to update stock counts and to inform Buyers as soon as stock is no longer available. However, should items still be offered after stocks are sold, a Supplier shall only be liable to refund monies where it is unable to fulfil orders at advertised prices.

15. Governing Law

This site is controlled and operated from Australia and therefore governed by Australian law.

16. Privacy

Cogotec shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information.

Cogotec may electronically collect, store and use the following personal information of Users:

name and surname;

birth date;

country of residence;

address,

e-mail address;

IP address; and

ID number / passport number.

Cogotec collects, stores and uses the abovementioned information for the following purposes:

to greet the User when he/she accesses the Cogotec web site;

subject to the User's consent, inform the User of facts relating to his/her access and use of the Cogotec website;

subject to the User's consent, inform the User about competitions and special offers from Cogotec and/or its partners / affiliates;

to compile non-personal statistical information about browsing habits, click-patterns and access to the Cogotec web site.

to verify the identity of the User when transacting with Cogotec

to ensure that the goods are received by the addressee

Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

The User may elect not to receive any communications from Cogotec and/or its partners / affiliates.

Cogotec may collect, maintain, save, compile and share any information collected from users, subject to the following provisions:

Cogotec shall not disclose personal information from Users unless the User consents thereto;

Cogotec shall disclose information without the User's consent only through due legal process; and

Cogotec may compile, use and share any information that does not relate to any specific individual.

Cogotec owns and retains all rights to non-personal statistical information collected and compiled by Cogotec.

17. Security

Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Cogotec suffers any damage or loss.

The user agrees and warrants that its log-in name and password shall:

be used for personal use only; and

not be disclosed to any third party.

The user allows Cogotec to take all reasonable steps to ensure the integrity and security of the Cogotec site and back-office applications.

All credit card transactions are Secure Socket Layers encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte.

18. Changes to Agreement

Cogotec may, in its sole discretion, change this agreement or any part thereof at any time without notice.

19. Disputes

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Cogotec, then such a dispute shall be resolved between the buyer and the supplier at their own expense. Cogotec will not take part in any such disputes and will not be held liable in any way shape or form.

20. Domicilium

Cogotec chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 90 / 19 Carina Peak Drive, Varsity Lakes, 4227, Queensland, Australia.

21. Term and Termination

This agreement shall commence when the user registers on the OrderCatalyst site and continues indefinitely until terminated by Cogotec.
