



CLARK MASTS™

Clark Masts Asia Pacific Pty Ltd



PIONEER IN FAST ERECTING MAST SYSTEMS

**19A Frankston Gardens Drive
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www.clarkmasts.com.au

Clark Masts Asia Pacific Pty Ltd Website Terms and Conditions of Use

1. Introduction

The Terms of Use of the Clark Masts Asia Pacific Pty Ltd website include these Terms and Conditions, the Privacy Policy, Cookies Policy and any other terms and conditions that appear in or are linked to the Clark Masts Asia Pacific Pty Ltd website (Additional Terms and Conditions). The domain for the website is www.clarkmasts.com.au and any subdomains.

The Additional Terms and Conditions that appear on the Clark Masts Asia Pacific Pty Ltd (hereafter "CMAP") website will govern your use of, and access to, certain sections of the CMAP website where they appear. Since these Additional Terms and Conditions form part of the Terms of Use, you are bound by them and should review them wherever they are relevant to you when using the CMAP website.

2. Website content and access

While CMAP endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), CMAP disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content. Mast extended and retracted height dimensions are approximate only.

CMAP does not guarantee that access to the CMAP website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the CMAP website or any data on such a computer.

3. Limitation of liability

To the maximum extent permitted by law CMAP excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the CMAP website except to the extent that the loss or damage is directly caused by CMAP's fraud or wilful misconduct.

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- a. In the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and
- b. In the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

4. Intellectual property

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of CMAP and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, re-transmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of CMAP.

Save for the above, and unless expressly granted, CMAP does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the CMAP website or in the user interface of the CMAP website.

5. Submissions

Any material you send to us on or via the CMAP website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

6. Third party websites

The CMAP website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, CMAP does not control, endorse, sponsor or approve any such third party websites or their content nor does CMAP provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

7. Links to CMAP website

If you wish to establish a link to this website, you must first seek approval from CMAP. To seek approval, please contact CMAP's General Manager directly.

The following information will be required to assess your request:

- a. The URL of the website that you seek to establish a link from
- b. A brief description of your website
- c. The reason that you wish to establish a link



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If CMAP agrees to your proposed link, you must comply with any terms and conditions imposed by CMAP as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact CMAP and provide a new description of your website.

8. Interference with website

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the CMAP website.

9. Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the State of Victoria, Australia. In the event that a dispute arises from these Website Terms and Conditions, each of CMAP and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.