

Terms of Use

Welcome to the Rex Industrial website, rexindustrial.com.au (the “Website”).

It is important that you carefully read and understand these Terms of Use (the “Terms”) before using this Website. Your access to this Website is subject to these Terms, our Privacy Policy, notices, disclaimers and any other terms and conditions or other statements contained on this website.

By using this Website you agree to be subject to the Terms.

About Rex Industrial

Rex Industrial (“Rex”, “us”, “we”, “our”) ABN 79 191 320 371, of 38-40 Lucknow Crescent, Thomastown VIC 3074 is a specialist supplier and hirer of hydraulics tools and equipment. We also provide specialist project services.

How to contact Rex

We can be reached via the following;

By telephone: 03 9362 0844
By email: mail@rexindustrial.com.au
By writing: 38-40 Lucknow Crescent, Thomastown Vic 3074

Access for persons from within Australia only

This website is only for use by persons accessing the website from within Australia. The services described in this website are only available to persons accessing the website from within Australia.

Privacy policy

Our Privacy Policy is available [here](#).

By using this Website you are entering into these terms, and are expressly consenting to receiving by email direct marketing communications from us.

Website Content

This Website is provided on an “as is” and “as available” basis, and Rex Industrial make no representations or warranties, express or implied, regarding the operation or availability of the Website.

Although Rex Industrial make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing advice. Information provided is general and does not take into account your particular objectives, situation or needs.

You should assess whether the information on this website is appropriate to your particular requirements. You should do this before making a decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of an adviser.

Third party offers and links to other websites

This website may contain references or links to other websites or pages of third parties. We are not responsible for the content of any third party websites or pages linked to or linking to this website. Such links are provided for convenience and information purposes only. We do not endorse, approve or recommend the operators of third party websites or the content of those websites.

Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from third parties. Your obtaining of goods or services from third parties is at your own risk. You indemnify us against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in this Website.

Following links to any other websites or pages or linking this website to another website is entirely at your own risk and we shall not be responsible or liable for any losses, damages or expenses arising in connection with such linking.

Limitation Of Liability

You agree that in no event will Rex Industrial, our affiliates, service providers, employees, agents, officers or directors be liable for damages of any kind, arising out of or in connection with your use, or inability to use, our Website, any websites linked to it, any content on our Website or such other websites or any services or items obtained through our Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Further, you agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the Website, including, but not limited to any content you have uploaded, your use of any information obtained from the Website and any use of the Website's content, services and products other than as expressly authorised in these terms.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. Rex Industrial does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, Rex Industrial limits our liability to the fullest extent permitted by the Australian Consumer Law.

Different limitations and exclusions of liability will apply to liability arising as a result of the hire, supply of any products or services to you, which will be set out in a separate and particular agreement with you.

Permitted Use

You must not to use the Website;

- in any way that violates any applicable federal, state, local or international law or regulation;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in these Terms;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing)
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website or expose them to liability;
- in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- to upload and content that contains any material that is offensive or distasteful;
- to upload any content that disparages or adversely affects us or our brand or reputation or the services that we provide;
- to make any representations about us or the services we provide, including any representations of any endorsement, sponsorship, affiliation or approval of you or the website by us;
- to use any data listed on this website for commercial purposes; and/or
- to provide a link to this website on another website without express written permission from us.

Rex Industrial may report any of the activities above to the relevant law enforcement authorities and Rex Industrial will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

If you wish to link to this website, you must first seek our written approval.

Intellectual Property Rights

Intellectual property rights in material on the Website is owned by Rex Industrial P/L. Except where necessary for viewing material on this website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no Materials on this website may be uploaded to a third party, linked to, framed, reproduced, adapted, performed in public, distributed or transmitted in any form by any process without the specific written consent of Rex. Please contact us if you would like to place a link to any part of this website.

We are not responsible for viruses

We do not guarantee that our Website will be secure or free from bugs or viruses or any other type of malicious code or software and we accept no liability in this regard. You are responsible for configuring your technology to access our Website. You should use your own antivirus software.

Governance

These Terms and Conditions are governed by the law in force in the State of Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them for determining any dispute concerning the Terms and Conditions.

General Conditions

These Terms can be modified at any time by us and you agree to continue to be bound by these Terms as modified. We will give you notice of these changes by publishing revised Terms on this website. We will not separately notify you of these changes.

If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms have full force and effect and the validity or enforceability of that provision in any

other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms or is contrary to public policy.

Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are incorporated by this reference into these terms.

Last revision: November 2022