

You need to be a Lincoln Sentry Account holder to place orders using the online store website. Please provide your existing Lincoln Sentry account number. Submit the completed form to [online@lincolnsentry.com.au](mailto:online@lincolnsentry.com.au)

**IMPORTANT:** Please fill out the form using **BLOCK LETTERS**. Please carefully read and ensure you understand the terms & conditions as set out below before using the online store.

Existing Account No: 

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Trading Name: 


### **ADDITIONAL ACCOUNTS:**

Complete the following section for access to additional accounts if required.

Account Number	Location (Suburb / State)

### **AUTHORISATION:**

Permission to the above account must be authorised by the Primary Account holder. By completing this section, you agree to the terms and conditions of the online store and are authorising all contacts listed on page two (2) of this document to access your account details using the online store.

This section will authorise all listed contacts to create orders on your company's behalf and have permission to see all invoices, statements and orders for the above account and any additional linked accounts.

To restrict access to linked accounts and statements, please contact our National Customer Service Centre on 1300 551 919.

Authorised Account Holder Name: 


Email Address: 


Contact No.: 

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Title: MR  MRS  MISS  MS  OTHER

**Please sign and date this application form using the section below.**

This section can only be completed by the Primary Account Holder for this application form to be accepted.

Signature:

Authorised Date:

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Please complete page two (2) for any additional users that you authorise to access your account before submitting to [online@lincolnsentry.com.au](mailto:online@lincolnsentry.com.au)



## **THE LINCOLN SENTRY ONLINE STORE**

1. The Lincoln Sentry Online Store (the **Store**) is provided by Lincoln Sentry Group Pty Ltd (ABN 59 010 624 389) of 76 Postle Street, Coopers Plains QLD 4108, Australia (**We, Our or Us**).
2. These Terms set out the terms and conditions on which You (**You or Your**) may access and use the Store. These Terms apply in addition to any other terms and conditions to which You are subject in relation to the Store, including:
  - a) Your trade account agreement with Us (i.e. a 30 Day credit or PBD Account) including the Lincoln Sentry Standard Terms of Sale (**Trade Account**);
  - b) Our website Terms of Use found here [www.lincolnsentry.com.au/Footer/terms-conditions](http://www.lincolnsentry.com.au/Footer/terms-conditions) (**Website Terms of Use**);
  - c) Our privacy policy found here: [www.lincolnsentry.com.au/Footer/privacy](http://www.lincolnsentry.com.au/Footer/privacy) (**Privacy Policy**); and
  - d) any relevant third party terms and conditions, including My Account payment and rewards program terms,

(collectively, **Other Terms**). In the event of any inconsistency between these Terms and the Other Terms, these Terms will prevail to the extent of the inconsistency.

3. By accessing and using the Store, You accept and agree to these Terms (and any applicable Other Terms) without any limitation or qualification. These Terms constitute a legally binding agreement between You and Us.
4. In order to access the Store and its functions, You must at all times hold a valid trading account with Us.
5. We may change these Terms from time to time by posting the changed Terms on the Store. By You continuing to use the Store, such changed Terms will apply from that point forward.
6. You warrant to Us that You have the authority to enter into an agreement with Us on these Terms.
7. While We have undertaken reasonable steps to ensure that the information on the Store website is accurate and free from defect, the information may at times be out of date or include omissions, inaccuracies or other errors, for which We are not responsible.
8. Since electronic services are subject to interruption and breakdown, access to the Store is offered on an 'as is' and 'as available' basis only.
9. We reserve the right at Our absolute discretion at any time to exclude any person from inclusion to the online store or to cancel the registration of any in accordance with these Terms.

## **LOGGING IN**

10. Limited access to The Store is available to the public however to have full access You will have "logged in" by providing Your username and password on the log-in and/or authentication page of Store (this information is Your Login)
11. You must not provide details of Your Login to any other person. You must not allow any other person to use Your Login.
12. You as the Primary Account Holder acknowledge that You are solely responsible for all activity that occurs on Your account and for the maintenance of authorised Logins.
13. You will not be able to log-in if Your Trading Account is suspended.

## **TERMINATION**

14. You may stop using the Store at any time for any reason, without notice to Us. We may terminate, disable, block or suspend Your access to the Store:
  - a) immediately, if You breach, or We suspect on reasonable grounds that You have breached, these Terms or any Other Terms or Your Trading Account is cancelled; or
  - b) on 7 days' notice to You, at any other time for any other reason.

## **GENERAL RESPONSIBILITIES**

15. You are responsible for:
  - i. all of Your activity on and in connection with the Store;
  - ii. all of the content and details that You submit into the Store; and
  - iii. what You access on the Store, how You interpret or use the Store and any actions You may take as a result of the Store.
16. You may not use the Store outside of Australia.

## **PRIVACY**

17. We may collect personal information including Your name, contact details and details of Your interactions with Us and the Store.
18. We may collect, use and disclose Your personal information to (1) provide, administer, improve and personalise the Store and Our products and services; (2) process payments and refunds; (3) identify You; (4) maintain and update Our records; (5) conduct product and market research; (6) protect Our lawful interests; and (7) deal with Your concerns. We may not be able to do these things without Your personal information. For example, the functionality of the Store may be limited.
19. We may provide marketing communications and targeted advertising to You on an ongoing basis by electronic messages (eg. email and SMS), online (including websites and mobile apps), telephone and other means, unless You opt out or We are subject to legal restrictions. To opt out, simply follow the unsubscribe link or prompts in the communication, advise the caller or contact Us directly.
20. We may exchange Your personal information with Our related bodies corporate and with Our service providers (including Pinpoint and the administrator of Our rewards program) that assist Us with archival, auditing, accounting, customer contact, legal, business consulting, banking, payment, delivery, data processing, data analysis, information broking, research, investigation, website or technology services.

21. Subject to this clause 21, We may also handle personal information as set out in the Privacy Policy which is available online or by contacting Us. You acknowledge that You have read the Privacy Policy and understand that it contains further details about Our handling of personal information, procedures regarding access and correction of personal information and Your privacy concerns.
22. If You provide personal information to Us (including by inputting it into the Store) about any third party, You must first ensure that they consent having regard to this clause (as though it extended to them) and the Privacy Policy (subject to this clause 22).

#### **LINKS TO THIRD PARTY WEBSITES**

23. The Store may contain links to other websites or applications owned, operated or produced by third party organisations independent of Us (**Third Party Sites**). The links are provided for convenience only and We have not verified and do not sponsor, endorse or approve the operators of, or any materials on (including information, products or services), those Third Party Sites.

#### **THIRD PARTY TOOLS**

24. Certain tools, devices, software programs or other features (**Tools**) available on or through the Store may be provided by third parties. These Tools are not Our Tools and are provided or made available as a convenience to You. These Tools are not operated by Us and We are not responsible for examining or evaluating the content, availability, accuracy, adequacy, timeliness, validity, copyright compliance, legality, decency, quality, completeness or any other aspect of these Tools.

#### **CANCELLATION OF ACCOUNT**

25. If a Member has failed to make the minimum payment specified on any Account Statement by the due date Lincoln Sentry may, at its absolute discretion suspend or cancel a Lincoln Sentry Account and the Membership of the Online Store.
26. If a Lincoln Sentry Account and Membership to the online store is cancelled by Lincoln Sentry, all monies owing to Lincoln Sentry shall immediately become due and payable.
27. Any orders pending and open will automatically be cancelled unless full payment has been received.
28. Any orders which have been specifically made to Your specification, are clearly personalised or are otherwise unique (unless the goods or services provided are faulty or not in accordance with specification) will require immediate payment.

#### **LINCOLN SENTRY ONLINE STORE – TERM OF SALES**

**Warning:** If You are uncertain as to Your rights under these Lincoln Sentry Online Store Terms of Sale (**Online Sale Terms**) or You require any explanation about them please contact Us at the address and telephone number set out below.

#### **CONTRACT TERMS**

1. These Online Sale Terms set out the basis on which We may sell products to You via Our Store, please read these Online Sale Terms carefully. These Online Sale Terms are to be read in conjunction with the Lincoln Sentry Standard terms of Sale (**Standard Terms**) found here: [www.duluxgroup.com.au/Conditions-of-Sale/Conditions-of-Sale/default.aspx](http://www.duluxgroup.com.au/Conditions-of-Sale/Conditions-of-Sale/default.aspx). The terms of the contract between Us and You are all contained in:
  - a) Your trade account agreement with (Your trade account agreement with (i.e. a 30 Day credit or PBD Account) issued by Lincoln Sentry Us including Standard Terms of sale (**Trade Account**);
  - b) the Website Terms and Conditions found here: [www.lincolnsentry.com.au/Footer/terms-conditions](http://www.lincolnsentry.com.au/Footer/terms-conditions);
  - c) the Privacy Policy found here: [www.lincolnsentry.com.au/Footer/privacy](http://www.lincolnsentry.com.au/Footer/privacy); and
  - d) any relevant third party terms and conditions, including My Account payment and rewards program terms,

(collectively, **Other Terms**). In the event of any inconsistency between these Online Sale Terms and the Other Terms, these Terms will prevail to the extent of the inconsistency.

2. We intend that the terms of Our contract will also include any special agreed terms that have been subsequently discussed, confirmed and agreed in writing between You and Us.
3. If goods or services ordered via the Store are being provided by a third party, that third party's own terms and conditions may also apply to Your order. We shall inform You at the time You place Your order if third party terms and conditions apply and We shall also make a copy of these terms and conditions available to You at this time.

#### **CHANGES TO THESE TERMS AND CONDITIONS**

4. We reserve the right in Our sole discretion to modify, alter or otherwise update these terms and conditions and the content of Our web pages (including details of prices, products, services and offers) at any time.
5. Each time You place an order, You acknowledge that You have read and accept Our terms and conditions.

#### **OFFER TO PURCHASE GOODS**

6. Your offer to purchase goods / services.
7. Nothing on this website is intended to mean that We are making a legally binding offer to You to provide goods or services; instead, We are inviting You to make a legally binding offer to Us to purchase goods or services.
8. Unless otherwise stated, the prices displayed on the Store do not include GST.
9. Offers can be submitted by completing the online order form on Our website and clicking on the "COMPLETE ORDER" button.

### **CONFIRMATION OF RECEIPT OF YOUR OFFER**

10. Once You have submitted Your offer to Us, You should be presented with a confirmation web page which sets out the final details of Your offer.
11. We shall also endeavour to confirm the details of Your offer by email within 24 working day hours. Please note that although this email constitutes notification of receipt of Your offer, it does not constitute Our acceptance of Your offer.

### **ACCEPTANCE OF YOUR OFFER & FORMATION OF OUR CONTRACT**

12. Unless specifically accepted by Us as set out below, We will not be bound by any offers submitted by You via this website.
13. Our contract with You is formed only when We have accepted Your order by:-
  - a) delivering the goods or providing the services You have offered to purchase (in which case the date of formation of the contract is the date on which We attempt to deliver the goods or perform the services); or
  - b) if earlier, sending You notice of Our acceptance by email or by post in the form of an Order Acknowledgement (in which case the date of formation of Our contract is the date shown on that notice of acceptance).
14. All contracts shall be concluded in the English language.

### **REJECTION OF YOUR OFFER**

15. It is entirely at Our discretion to accept or reject any offer submitted by You. Our acceptance of such offers is always subject to authorisation of Your payment details, availability of stock at the stated price and confirmation that You have read and accepted these terms and conditions by signing this agreement.
16. If for whatever reason We are unable to accept Your order, We shall endeavour to notify You of this promptly and shall provide a full refund of any prepayments made.

### **DELIVERY OF GOODS**

17. You will be prompted to select from the following two options to obtain Your Products:
  - a) Delivery: If You select delivery, the Products will be delivered to the address that You specify in accordance with Our Delivery Policy (refer to Your Trading Account terms).
  - b) Store pick up: If You select store pick up, Your Products will be available to be collected by You within two working hours of the selected store from the date and time stated on Your Order Acknowledgement. Your order will be available from the store selected by You.
18. Our Returns Policy (refer to Your Trading Account terms and conditions) applies to all purchases on Our online store.

### **ERRORS MADE BY US**

19. Please note that colours, sizes, and measurements and other product information provided on Our website are approximate only. Whilst every effort is made to ensure the accuracy of the information, variations can occur. Please contact Our National Customer Service Centre on 1300 551 919 for more information.
20. While We try to ensure that the descriptions, prices and delivery charges displayed on Our website are correct however errors may occur. If, prior to delivery to You, We discover an error in relation to goods or services You have ordered, We will inform You as soon as possible and You will then have the option of either:
  - a) confirming Your offer to purchase subject to the corrected description, price or delivery charge; or
  - b) cancelling Your offer to purchase and receiving a full refund of any prepayments.
21. If We are unable to contact You (or are otherwise unable to ascertain Your preference in relation to the above two options) within seven (7) days after the expected delivery date Our contract with You shall be treated as cancelled in full.

### **ERRORS MADE BY YOU**

22. Information that You provide to Us by using Our Store must be accurate and complete. Errors in Your offer should be corrected. You can correct such error:
  - a) prior to submitting Your offer to Us: by re-entering the relevant information in Our online order form, using the 'BACK' button where required; or
  - b) after You have submitted Your offer to Us: by contacting Us by phone, fax or by email, using the contact details provided at the end of these Online Store Terms and Conditions, prior to acceptance by Us of Your offer.

### **OUR RIGHT TO CANCEL**

23. The sale and supply of goods and services are always subject to availability of stock, and that all invoices on Your account have been paid to agreed terms.
24. In the event that We are reasonably unable to supply the goods or services which You have ordered due to circumstances beyond Our control, We will endeavour to inform You of this as soon as possible and Our contract with You will, insofar as it relates to goods or services which We are unable to supply, be treated as cancelled. Any prepayment which You have made will be refunded to You in full.

25. In the event that Your account is not within agreed terms or, payment (if required), is not authorised, We will endeavour to inform You of this as soon as possible and Our contract with You will be treated as cancelled.
26. We may cancel the contract by notice in writing to You if You are in breach of these Online Store Sale Terms, You become unable to pay Your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against You alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of Your undertaking and assets.
27. Upon cancellation, any money due to Us in respect of contract which has been cancelled shall become immediately due and payable and We shall be under no further obligation to supply goods to You, provided that where You have paid for goods in advance of Our cancellation of Our agreement, We shall, at Our discretion, supply those goods to You or cancel the supply of those goods and refund You the price paid for those goods.

### **CANCELLING OR CHANGING YOUR ORDER**

28. Unless otherwise provided for in these Online Store Sale Terms or agreed to by Us, no cancellations or changes to orders will be accepted. Carefully check Your order details before submitting an order using the Website or, for telephone orders, make sure You reconfirm Your order, payment and delivery information with the customer service representative.  
If We cannot contact You about Your order, using the contact details provided by You, We may cancel Your order and refund any money paid using the same payment method as the original payment.

### **YOUR CONSUMER RIGHTS**

29. Nothing in these Terms is intended to exclude, restrict or modify rights which You may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (**Your Consumer Rights**). You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.
30. If You suffer any loss in connection with the Store, You must take all reasonable steps to minimise Your loss, including notifying Us without delay if there are steps We can take to help minimise Your loss.
31. Subject to Your Consumer Rights, We are not liable:
  - a) for any loss that was not reasonably foreseeable to You and Us; and
  - b) to the extent that Your loss was contributed to by You or any other matter outside of Our reasonable control.

### **GENERAL**

32. These Terms are governed by the laws of Queensland, Australia. The courts of Queensland, Australia (and the courts of appeal from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these Terms.
33. If You have any questions or complaints about the Store, please contact Us on the details below:

**Telephone number:** 1300 551 919

**Email address:** [online@lincolnsentry.com.au](mailto:online@lincolnsentry.com.au)

34. We shall be under no liability for any delay or failure to deliver goods or otherwise perform any obligation as specified in these Online Terms and Conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond Our reasonable control.
35. All warranties relating to goods or services ordered via Our website which are not expressly stated in these Online Store Sale Terms are hereby excluded to the fullest extent permitted by law.
36. Any waiver by either You or Us of a breach of any provision of these Online Store Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Online Store Terms and Conditions.
37. You and We are, with respect to one another, independent parties. Nothing in these Online Store Terms and Conditions is intended to nor shall create any partnership, joint venture or agency.
38. We shall be entitled to transfer, sub-licence and/or assign any of Our rights and/or obligations under these Online Store Sale Terms. This will not affect Your rights under these Online Store Sale Terms.
39. You may not transfer, sub-licence or assign any of Your rights or obligations under Online Store Sale Terms without Our written consent.
40. Every provision of these Online Store Sale Terms shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.