

General Terms & Conditions

These terms and conditions apply to the use of the Website (concapindustries.com.au) and the ordering, purchase, fulfilment, and delivery of Services from Concap Industries.

Please read the following General Terms & Conditions carefully before placing your Order. These General Terms & Conditions contain important information about the ordering, processing, fulfilment and delivery of services, including limitations of liability.

If you do not understand these General Terms & Conditions or if you have any questions, including which Services are supplied by Concap Industries, then please contact us, and we will be happy to help you.

By Accepting Our Terms & Conditions You agree You have read and understood both Our Terms & Conditions and General Terms & Conditions and agree to both Our Terms & Conditions and General Terms & Conditions.

Terms & Conditions for Concap Industries Estimation Services

These General Terms & Conditions constitute a contract between the customer (You) and Concap Industries.

1 Agreement

1.1

In these General Terms & Conditions “We”, “Our” or “Us” means Concap Industries; and “You” or “Your” means the person who accepts Terms & Conditions and these General Terms & Conditions, by using this Website and associated software, networks and processes, including the purchase of Services through the Website.

1.2

By browsing the Website, or placing a Purchase Order, You agree to these General Terms & Conditions as set out below, which together with Terms & Conditions constitutes a legally binding Agreement between Us and You for the supply of Services.

1.3

The Agreement together with your Purchase Order constitute the entire agreement between Us and You for the supply of Services. The Agreement cannot be varied unless we agree to vary it in writing or by email.

2 Website Use

2.1

The Website may contain links to other web sites. Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked web sites.

2.2

You must ensure that your access to, or use of the Website is not illegal or prohibited by laws which apply to You.

2.3

You must take Your own precautions to ensure that Your process for accessing the Website does not expose You to risk of viruses, malicious computer code or other forms of interference which may damage Your computer

system. We take no responsibility for any such damage which may arise in connection with Your use of the Website.

3 Pricing

3.1

All prices displayed on the Website are subject to change at any time without notice.

4 Service Specifications

4.1

Features and specifications of Services described or depicted on the Website are subject to change without notice.

5 Purchase Orders

5.1

You may place a Purchase Order by following the instructions on the Website.

5.2

Purchase Orders will be deemed to have been received by Concap Industries at the time You receive a Purchase confirmation.

5.3

Concap Industries is an online business and will primarily communicate with Customers via e-mail. It is the Customer's responsibility to ensure the correct contact details are entered and that the nominated e-mail address is regularly checked for correspondence.

5.4

Concap Industries may cancel Your Purchase Order at any time prior to dispatch of the Service.

5.5

In the event of a cancelled Purchase Order, any funds paid in relation to that Purchase Order will be refunded in full. You will be provided with e-mail confirmation of the cancellation and refund.

5.6

Concap Industries does not accept any responsibility for Purchase Orders that are declined, delayed or not accepted due to disruptions with internet connections.

5.7

Concap Industries shall not be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of Concap Industries (or its affiliates), and Concap Industries shall be entitled to a reasonable extension of time for the performance of such obligations.

6 Payment

6.1

You must provide your nominated credit card during the purchase process described on the Website.

6.2

Payment for Purchase Orders will be processed immediately upon confirmation of Your Purchase Order.

6.3

If Your nominated payment method triggers Our fraud prevention protocols, We may contact You to confirm additional details, or rescind the transaction. In this case, until your Purchase Order has passed Our fraud prevention protocols Your Purchase Order will not be fulfilled. If you do not provide the requested information within up to three (3) days (72 hours from time of placement of Your Purchase Order), your Purchase Order will be cancelled. These information requests are sent to help protect credit card holders from online fraud.

7 Delivery and ownership of the goods

7.1

We try to ensure that all Services are delivered in a prompt and timely manner. However, from time to time, it is possible that factors outside of Our control may result in delays. Concap Industries does not accept any liability for loss or damage suffered by anyone as a result of any such delays.

7.2

The date of Purchase listed on the Website is the estimated date of Purchase as is reasonably estimated by Concap Industries and is subject to change without notice.

7.3

Concap Industries will only deliver Services to a valid email address.

7.4

Concap Industries is not responsible for the delivery times of Services. Once Services have been dispatched, Concap Industries shall not be liable for any inaccuracy of information provided to Customers relating to the date and time of delivery.

8 Faulty or damaged goods

8.1

Concap Industries will replace faulty or damaged Purchases in accordance with the [Refund Policy](#).

8.2

In order to facilitate a Refund under these General Terms & Conditions, Contact us.

9 Warranties

9.1

Nothing in the Terms & Conditions or General Terms & Conditions excludes the application of statutory conditions, warranties, and guarantees.

10 Liability

To the extent permitted by law:

- we will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; and
- our maximum aggregate liability for any Service supplied to You whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by You to Us in respect of the Service(s) in question.

11 Intellectual Property & Copyright

11.1

All Intellectual Property in any Material on the Website is the property of Concap Industries and its affiliates (Neurospaces Design and Three Way Street). You may not reproduce, adapt, modify, display, perform or distribute any Material or any part of any Material, or any part of the Website.

11.2

All Website content including data, algorithms, application software, and the Graphic User Interface (GUI) (the program) associated with the Concap Industries Website is copyright and intellectual property of Concap Industries, Neurospaces Development, and Three Way Street. In particular:

- **Concap Industries:** Claims Copyright over all Data & Algorithms employed by the Concap Industries website.
- **Neurospaces Development:** Claims Copyright over all application software and code created for the Concap Industries website.
- **Three Way Street:** Claims Copyright over all documentation and the design of the Graphic User Interface and User Workflows employed by the Concap Industries website.

12 Privacy

12.1

By placing your Purchase Order or otherwise contacting Concap Industries, you agree that We may store, process, and use data collected from your Purchase Order for the purposes of processing your Purchase Order. By placing your Purchase Order or otherwise contacting Us, you also agree that we may use such data, other than credit card details, in order to provide you with a more efficient Service. You may obtain a copy of the data held by us concerning you on request in writing or by email. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will correct it on your written request. For more details, please refer to our [Privacy Policy](#).

13 Miscellaneous

13.1

Title and risk in the Concap Industries Services pass to the Customer on Customer receipt of an email Purchase confirmation.

13.2

Concap Industries reserves the right to make changes to the Concap Industries Website and these General Terms & Conditions without notice.

13.3

Any provision of these General Terms & Conditions which is void or unenforceable may be severed from these General Terms & Conditions without affecting the enforceability of other provisions.

13.4

A failure or delay by Concap Industries to exercise a power or right under these General Terms & Conditions does not operate as a waiver of that power or right, and the exercise of a power or right by Concap Industries does not preclude its future ability to exercise that or any other power or right.

13.5

Insofar as they apply to the ordering, purchase, fulfilment and delivery of Services from concapindustries.com.au, these Concap Industries General Terms & Conditions are governed by and must be construed according to the law of the State of Queensland, Australia and the parties submit to the jurisdiction of the courts in that State.