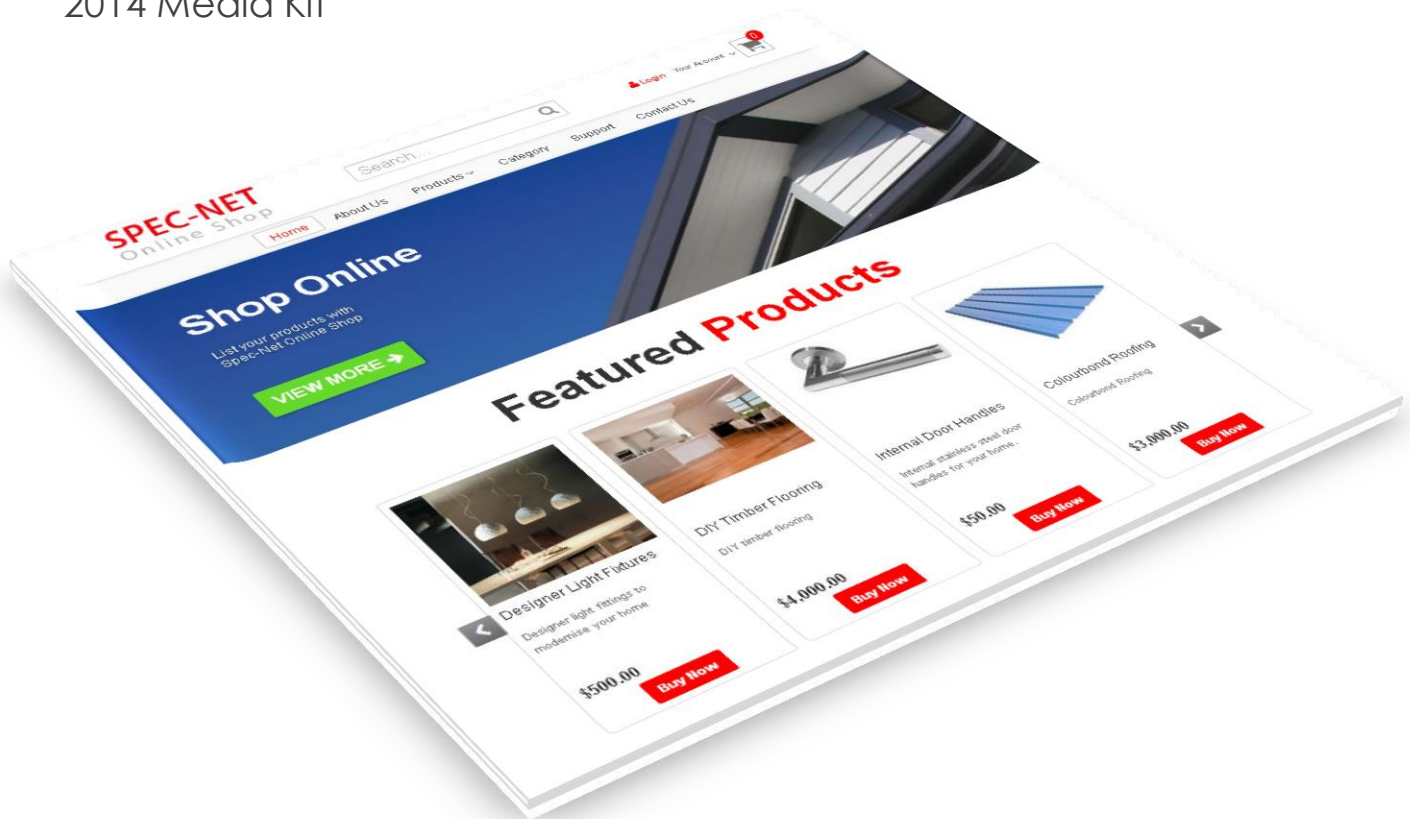


shopspecnet.com.au

2014 Media Kit



Spec-Net Online Shop

Looking to sell your products online? Spec-Net can help.

Load your products into our user friendly interface and you will be up and running in minutes.

Shop Listing

Upload your products to generate sales to a targeted audience.

Advertising

Take advantage of banner advertising & featured product opportunities.

Product Marketing

Market your products with Spec-Net Building Index to gain more exposure.

Shop Listing

- Upload your products via user friendly vendor panel.
- Add product videos to descriptions.
- Save on developing your own shopping cart.
- Shop button set to place on your website.

Advertising

- One month rotating Leader Board Banner on home page.
- Featured Product on home page

Product Marketing

- Spec-Net Building Index listing.
- Product marketing.

SPEC-NET
Online Shop

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[Home](#) / [Category](#) / [Bathrooms](#) / [Modern Tapware Set](#)

Modern Tapware Set

Supplier : [Spec-Net Pty Ltd](#)

Stylish, modern tapware set - perfect for any bathroom.

Item : #SPEC270314

Delivery time: Available Now

QTY:

Price : **\$300.00** [Add to Cart](#)

FREE SHIPPING

[Print This Page](#)

View more products from [Spec-Net Pty Ltd](#)

Description

Stylish, modern tapware set

Perfect for any bathroom. Designer tapware set at an affordable price!

Shop Buttons



Terms and Conditions

Spec-Net Online Shop Agency Agreement

This **Spec-Net Online Shop Agency Agreement ("Agreement")** is between Spec-Net Pty. Limited (ACN 003 773 564) ("**Spec-Net**") and the vendor named in the Spec-Net Online Shop Portal Registration Portal ("**Vendor**") and govern (a) the supply of goods and/or services to a Spec-Net Online Shop ("**SOS**") user ("**Customer**") ordering goods and/or services via the SOS; and (b) Vendor's use of the SOS.

1 **Acceptance**

Vendor accepts these terms by registering its details on the SOS Vendor Portal ("**Portal**").

2. **Term & Termination**

Either party may terminate this Agreement by giving the other party a written notice stating that upon the expiry of the period of time stated in the notice, which period shall not be less than 14 days from the date of the notice, the Agreement shall end.

This Agreement commences upon Vendor's confirmation of its registration via the Portal. This Agreement continues while Vendor is a registered user of the Portal. Either party may give the other party a written notice terminating this Agreement if the other party fails to remedy a material breach, or series of breaches, within 14 days of receiving a written notice specifying the breach.

3. **Offer, Sale and Supply**

Vendor will use the Portal to upload to the SOS information about the range of goods and/or services which, subject to the terms of this Agreement, Vendor offers for sale on the SOS and the quantities in which they are available. Spec-Net, as Vendor's agent, will accept orders and payment from Customers on behalf of Vendor at the price specified by Vendor ("**Price**"). Vendor agrees to deliver and/or provide goods and/or services to Customer that have been ordered by Customer on the terms upon which Vendor offers such goods and/or services via the SOS, plus any freight and, subject to clause 5, any other charges payable by the Customer and clearly disclosed to Customer prior to sale ("**Charges**").

4. **Invoice & Payment**

Upon dispatch of goods, or provision of services, to Customer, Vendor will invoice Spec-Net for (a) the Price, less the commission indicated by the Vendor in the Portal, plus GST; and (b) the Charges. Spec-Net will pay undisputed amounts on Vendor's invoice within 30 days of receipt and will not be liable to pay any earlier notwithstanding any Vendor term or stipulation to the contrary.

5. **Taxes, Duties and Charges**

Vendor must not include, and Vendor is liable for, any duty or tax that is imposed upon the goods or services, or upon their supply, (including any increase in the rate of GST) or any other cost or charge that has not been clearly disclosed to Customer prior to sale.

6. **Returns**

Vendor will accept goods for return and issue Spec-Net a refund where:

- a. goods are faulty or their quality, condition or source is in breach of any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law or any other consumer warranty; or
- b. goods are returned within 30 days unpacked and in suitable condition for sale as new; or
- c. goods are returned unused within 30 days, repacked in original packaging with all packaging intact and in suitable condition for sale as new; or
- d. Subject to an agreed restocking fee of not more than 20% of the purchase price, undamaged goods are returned with all original packaging otherwise than in compliance with this clause 6.

7. **Authority**

Vendor authorises Spec-Net, in the course of operating and promoting the SOS, to use information, including literary works, published or supplied by Vendor, to create and publish derivative works and reproduce trademarks used by Vendor to display or promote goods and/or services offered by Vendor on the SOS, and on the web sites of Spec-Net and third parties.

8. **Errors & Omissions**

Vendor must review, and check for accuracy, information, include the Price, published on the SOS and promptly correct, and notify Spec-Net in writing of, any inaccuracy or error.

9. **Warranty & Indemnity**
Vendor warrants that it has all necessary rights, permits and consents from third parties and government authorities for it to display, depict and publish the information and images, and offer for sale and sell the goods and/or services it uploads via the Portal and that the information Vendor uploads is accurate and not misleading or deceptive and does not breach any law or infringe the rights of a third party. Vendor agrees that it shall defend and indemnify Spec-Net and its related entities and their respective agents, customers, officers and employees against any claim, and pay any damages or fine, including reasonable legal fees, made against them, or that may arise directly or indirectly from a breach of the preceding warranty.
10. **Limitation of Liability**
Except for claims arising from personal injury or damage to tangible property, Spec-Net's entire liability to Vendor for any damages, whether arising in contract, negligence or tort, shall be limited to the charges paid or payable for invoices issued in the 12 months preceding the date the cause of action arose. Spec-Net expressly excludes liability for, and Vendor disclaims any right to make, claims for loss of, or damage to, data, loss of profits, savings or goodwill and any special, exemplary, or consequential losses or damages.
11. **Disputes**
In the event of a dispute, each party must allow the other party 21 days to resolve the dispute and cooperate with the other party and act in good faith to that end. This clause does not restrain a party from seeking urgent interlocutory relief. Subject to clause 9, each party waives any right to maintain a cause of action against the other party if not raised within 2 years of the date on which it could have first been raised.
12. **Force Majeure**
A party shall not be in breach of this Agreement if it fails to meet an obligation, other than an obligation to pay money, that arises due to circumstances external to the contract and beyond that party's reasonable control ("**Event**"). A non-performing party must give prompt written notice to the other party stating the nature of the Event and the commercially reasonable steps they are taking to overcome its impact. If an Event continues to prevent performance by a party for more than 30 days, the other party may issue a notice advising of termination of the Agreement if performance of all affected obligations and/or duties does not resume within 7 days of the date of receipt of the notice.
13. **General**
- a. Only terms expressly stated in this Agreement shall apply. No term or condition shall be implied unless required by law.
 - b. If a term of this Agreement is deemed invalid or unenforceable by a Court of competent jurisdiction, that term shall be severed from this Agreement without affecting the validity or enforceability of any other term.
 - c. No waiver by a party is valid unless given in writing and relates only to the default for which it was given and not any prior or subsequent default.
 - d. A notice given under this Agreement is deemed to have been received when emailed to, in the case of Vendor, the email address registered by Vendor in the Portal and, in the case of Vendor, admin@shopspecnet.com.au.
 - e. Only Spec-Net may assign this Agreement without the consent of the other party.
 - f. Spec-Net may subcontract the services it provides as agent but will remain liable for its obligations hereunder.
 - g. Clauses 3, 9, 10, 11, 12 and 13 survive termination of this Agreement.
 - h. Spec-Net may amend the terms of this Agreement at any time by written notice. Amended terms will apply from a subsequent date specified in the written notice.
 - i. This Agreement shall be governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that State and to any courts of appeal from those courts.