



## LMT Terms and Conditions of Use

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### Acceptance of terms

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Where any law implies in these Conditions of Use any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in these Conditions of Use. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):

- (a) in the case of services: the resupply of the services; or the payment of the cost of resupply; and
- (b) in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.

### Virus warning

LMT does not represent or warrant that any files obtained from or through this Website are free from

computer viruses or other defects, including trojan horses and worms. Any such files are provided, and may only be used, on the basis that the user of such files assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files.

### **Indemnity**

You agree to defend, indemnify and hold LMT, its directors, officers and employees, harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any breach of these Conditions of Use by you, or (to the extent permitted by law) in connection with your use of this Website or the placement or transmission of any Material on this Website by you.

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### **Concerns regarding Conditions of Use**

Should you object to the Conditions of Use or any subsequent modifications thereto or become dissatisfied with this Website, your only recourse (to the extent permitted by law) is to immediately terminate your use of this Website.

If you have any issues and/or questions with these Conditions of Use or any rule, policy, guideline or practice which LMT uses to operate this Website, please contact us at LMT Surgical Pty Ltd, Level 7, 737 Bourke Street, Docklands 3008, Australia, +613 9918 5555.