**Terms and Conditions Contract for Small Business in Australia**

This Terms and Conditions Contract (hereinafter referred to as the "Agreement") is entered into between [Your Company Name], located at [Your Company Address] (hereinafter referred to as the "Seller"), and the customer (hereinafter referred to as the "Buyer"), collectively referred to as the "Parties."

**1. Acceptance of Terms**

By placing an order, the Buyer acknowledges and agrees to be bound by the terms and conditions set forth in this Agreement. The Seller reserves the right to amend, modify, or update these terms and conditions without prior notice. The Buyer should review these terms regularly.

**2. Product/Service Description**

The Seller shall provide the Buyer with a description of the products or services to be procured or sold, including any specifications, quantities, quality standards, and delivery details. The Buyer agrees to review and accept the product or service description before placing an order.

**3. Pricing and Payment**

a. The prices for the products or services shall be as stated on the Seller's website or as agreed upon in writing.

b. All prices are quoted in Australian Dollars (AUD) and exclude any applicable taxes or additional charges unless otherwise specified.

c. The Buyer shall make full payment for the products or services upon placing the order, unless alternative payment terms have been agreed upon in writing.

**4. Order Placement and Acceptance**

a. The Buyer may place an order by submitting a written request, completing an online form, or through any other agreed-upon method.

b. The Seller reserves the right to accept or reject any order at its sole discretion.

c. Upon acceptance of an order, the Seller will provide the Buyer with an order confirmation, which shall act as a binding contract between the Parties.

**5. Delivery and Risk of Loss**

a. The Seller shall make commercially reasonable efforts to deliver the products or services within the agreed-upon timeframe.

b. The risk of loss or damage to the products shall pass to the Buyer upon delivery.

c. The Buyer shall inspect the products upon delivery and notify the Seller of any discrepancies or damages within a reasonable time.

**6. Returns and Refunds**

a. The Seller's return and refund policy shall be as stated on the Seller's website or as agreed upon in writing.

b. The Buyer shall comply with the specified return procedures and conditions for products or services eligible for return or refund.

**7. Intellectual Property**

a. The Seller retains all intellectual property rights associated with the products or services, including but not limited to copyrights, trademarks, patents, and trade secrets.

b. The Buyer agrees not to reproduce, modify, distribute, or use the Seller's intellectual property without prior written consent.

**8. Limitation of Liability**

a. To the fullest extent permitted by law, the Seller shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from the use or inability to use the products or services, regardless of the cause of action.

b. The Seller's liability shall be limited to the amount paid by the Buyer for the products or services.

**9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Australia. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Australia.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior discussions, negotiations, or agreements, whether written or oral, relating to the subject matter herein.

By signing below or by placing an order, the Parties acknowledge and agree to be bound by the terms and conditions of this Agreement.

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[Your Company Name]

[Your Company Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_