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3 Product Recall or withdrawal

When a product is subject to a product recall, a notice will be posted on the web site. You agree that we may contact you, using the personal information provided on your order, to notify you of a product recall either by telephone (including mobile phone), email or postal mail.

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8 Warranty

This web site is provided on an "as is," "as available" basis without warranties of any kind, express or implied, including, but not limited to, those of title, merchantability, fitness for a particular purpose, non-infringement, or any warranty as to accuracy, timeliness, completeness or arising from a course of dealing, usage, or trade practice.

Without excluding, restricting or modifying the rights and remedies to which you may be entitled under the consumer guarantees provisions of the Australian Consumer Law or our liabilities under those provisions, you acknowledge that AQH does not make any warranty or representation as to the suitability of our products for any purpose.

9 Quality of Information

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13 Force Majeure

TMH shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of AQH, and AQH shall be entitled to a reasonable extension of time for the performance of such obligations.

14 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Tasmania, Australia and you agree to submit to the exclusive jurisdiction of the courts of Tasmania.

15 Severability

If a provision, or part of a provision, of these terms and conditions is held invalid, unenforceable or illegal by a judicial authority for any reason, then that provision or part of that provision must be read down if possible but if that cannot be done then it must be severed and the balance of these terms and conditions will otherwise remain in full force.