

TERMS AND CONDITIONS

1. ACCEPTANCE

1.1 **Parties:** These Terms are between LAMANS INVESTMENTS PTY LTD (trading as Crane Safety Products (ABN 55 630 001 348)), its successors and assignees (referred to as “we” and “us”) and you, the person, organisation or entity described in the Quote (referred to as “you”). These Terms apply to all Goods provided by us to you.

1.2 **Acceptance:** You have requested the Goods set out in the Quote. You accept these Terms by:

- (a) signing and returning the Quote;
- (b) confirming by email or verbally that you accept the Quote;
- (c) accepting the Quote online;
- (d) supplying us with a Purchase Order number;
- (e) instructing us to proceed with the Goods; or
- (f) making part or full payment for the Goods.

1.3 **You agree that these Terms form the agreement under which we will supply Goods to you. Please read these Terms carefully.** Please contact us if you have any questions. Purchasing Goods from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms.

2. GOODS

- 2.1 We agree to supply the Goods with due care and skill.
- 2.2 We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.
- 2.3 We may provide the Goods to you using our employees, contractors and third party providers, and they are included in these Terms.
- 2.4 Third parties who are not our employees or our direct contractors will be your responsibility. We are not responsible for the products or Goods provided by those third parties.

3. PRICE, INVOICING AND PAYMENT

- 3.1 You agree to pay us the amounts set out in our Quote. All amounts are stated in Australian dollars. All amounts include Australian GST (where applicable). Payment may be made by way of payment methods as set out in our Quote when purchasing our Goods.
- 3.2 We will not allow the Goods to leave our premises until you have paid the Fees plus any Delivery Fees as set out in our Quote.
- 3.3 Specially procured items must be paid in full prior to order placement.
- 3.4 You agree to pay our Invoices by the payment date set out on the Invoice. If you do not pay by the payment date, we may cease to provide the Goods to you until we receive payment.
- 3.5 Payment terms for account customers is either 15 or 30 days from end of invoice month only, whichever is approved on application.
- 3.6 We may charge interest at a rate equal to the Reserve Bank of Australia’s cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date.
- 3.7 If invoices are unpaid after the payment date, we have the right to engage debt collection Goods for the collection of

unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed to us.

3.8 We reserve the right to report bad debts to independent credit data agencies.

4. DELIVERY AND RETURNS

- 4.1 You can collect the Goods from our premises or organise your own transport. In this event, we are not responsible for any damage in transit from the time the Goods leave our premises.
- 4.2 Alternatively, if we organise delivery this will incur additional Delivery Fees as set out in the Quote.
- 4.3 We may use a third-party courier to deliver the Goods outside of our local area. Sadly, Goods may occasionally be damaged in transit. If the Goods arrive clearly and significantly damaged, please take photos or video showing the damage, refuse to accept the delivery and contact us immediately.
- 4.4 You are required to inspect the Goods within 24 hours of delivery. After 24 hours you are deemed to have accepted the Goods as satisfactory. Any claims after the 24 hours will be treated as a warranty claim;
- 4.5 For any faults or defects, you must:
 - (a) Contact us to obtain and RMA;
 - (b) Return the Goods with the RMA;
 - (c) Retain receipt of shipping costs.
 We will assess the Goods. If defective/ faulty we may:
 - (a) Repair the Goods;
 - (b) Replace the Goods; or
 - (c) Offer a partial or full store credit voucher or refund.

Postage expenses will be reimbursed by us if the Goods are found warrantable.

- 4.6 We reserve the right to repair all faulty and defective Goods where possible instead of replacement, credit or refund.
- 4.7 For all other returns, including change of mind, the Goods must be returned at your expense within 1 week of delivery. In order to receive a refund, the Goods must be returned in the same condition as received:
 - (a) Un-used;
 - (b) Fit for resale; and
 - (c) Original sealed packaging intact.

A Restocking Fee will apply.

- 4.8 To the extent permitted by law we do not offer refunds, or store credit vouchers for Goods specially procured or back ordered items.

5. YOUR OBLIGATIONS AND WARRANTIES

- 5.1 You warrant that:
 - (a) there are no legal restrictions preventing you from agreeing to these Terms;
 - (b) you will cooperate with us, and provide us with information that is reasonably necessary to enable us to supply the Goods as requested from time to time, in a timely manner;
 - (c) the information you provide to us is true, correct and complete;
 - (d) you will not infringe any third party rights in working with us and receiving the Goods;

- (e) you will inform us if you have reasonable concerns relating to our supply of the Goods under these Terms, with the aim that the Parties will use all reasonable efforts to resolve your concerns;
- (f) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the Goods to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
- (g) you will not employ, canvass, solicit, entice, induce or attempt to employ our employees or contractors.

6. OUR INTELLECTUAL PROPERTY

6.1 We own the Intellectual Property rights in:

- (a) our pre-existing Intellectual Property, including but not limited to copyright which subsists in all creative and literary works incorporated into our pre-existing Intellectual Property; and
- (b) Intellectual Property that we create during the course of the Services, including but not limited to copyright which subsists in all creative and literary works in all Intellectual Property that we create during the course of the Services; unless we assign or transfer this to you. This Intellectual Property is protected by Australian and international laws.

6.2 Nothing in these Terms constitutes an assignment or transfer of our Intellectual Property rights, or a right to use our Intellectual Property, whether registered or unregistered, except as stated in these Terms or with our written permission.

6.3 You must not breach our Intellectual Property rights by, including but not limited to:

- (a) altering or modifying our Intellectual Property;
- (b) creating derivative works from the Intellectual Property; or
- (c) using our Intellectual Property for commercial purposes such as on-sale to third parties.

6.4 This clause will survive the termination of these Terms.

7. YOUR INTELLECTUAL PROPERTY AND MORAL RIGHTS

7.1 You agree to provide information including any Intellectual Property to us to enable us to provide the Services. You:

- (a) warrant that you have all necessary rights to provide the Intellectual Property to us;
- (b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence to use the Intellectual Property in any way we require to provide the Services to you; and
- (c) consent to any act or omission which would otherwise constitute an infringement of your Moral Rights.

7.2 If you (or any employee or agent) have Moral Rights in any Intellectual Property that you provide to us, you:

- (a) irrevocably consent to any amendment of the Intellectual Property for the purposes of us providing Services to you and to our using or applying the Intellectual Property for the purposes of providing Services to you without any attribution of authorship;
- (b) agree that your consent extends to acts and omissions of any of our licensees and successors in title; and
- (c) agree that your consent is a genuine consent under the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statements.

7.3 This clause will survive the termination of these Terms.

8. CONFIDENTIAL INFORMATION

8.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any

unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.

8.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, to provide better quality Goods to you and not for any other purpose.

8.3 These obligations do not apply to Confidential Information that:

- (a) is authorised to be disclosed;
- (b) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms;
- (c) is received from a third party, except where there has been a breach of confidence; or
- (d) must be disclosed by law or by a regulatory authority including under subpoena.

8.4 This clause will survive the termination of these Terms.

9. FEEDBACK AND DISPUTE RESOLUTION

9.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Goods, please contact us.

9.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.
- (b) If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

9.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

10. RETENTION OF TITLE

10.1 Title in any Goods we supply to you does not pass to you until they have been paid for in full.

10.2 To the extent allowed by law, if you fail to make a due payment, we may enter the site or your premises and take reasonable action to remove the goods without us being liable to you for damage to the site, premises of the goods caused by such removal.

11. TERM AND TERMINATION

11.1 Either Party may terminate these Terms if there has been a material breach of these Terms, subject to following the dispute resolution procedure.

11.2 We may terminate these Terms immediately, at our sole discretion, if:

- (a) you commit a non-remediable breach of these Terms;
- (b) you commit a remediable breach of these Terms and do not remedy the breach within a reasonable time after receiving written notice of the breach;

- (c) we consider that a request for the Goods is inappropriate, improper or unlawful;
 - (d) you fail to provide us with clear or timely instructions to enable us to provide the Goods;
 - (e) we consider that our working relationship has broken down including a loss of confidence and trust;
 - (f) for any other reason outside our control which has the effect of compromising our ability to supply the Goods within the required timeframe; or
 - (g) you fail to pay an invoice by the due date.
- 11.3 On termination of these Terms you agree that any Deposit or payments made are not refundable to you, and you are to pay for all Goods provided prior to termination, including Goods which have been assembled and have not yet been invoiced to you.
- 11.4 On termination of these Terms, you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and/or Intellectual Property.
- 11.5 On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and Intellectual Property, and/or documents containing or relating to your Confidential Information and/or Intellectual Property.
- 11.6 On completion, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 11.7 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.
- 12. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS**
- 12.1 **Service Standard:** We will provide the Goods with due care and skill, the Goods will be fit for the purpose that we advertise, and we will supply the Goods within a reasonable time.
- 12.2 **ACL:** Certain legislation including the Australian Consumer Law (ACL) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Goods by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- 12.3 **Statutory Rights:** Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Goods is governed solely by the ACL and these Terms.
- 12.4 **Warranties:** Except for your Statutory Rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind. For products not manufactured by us, the warranty shall be the current warranty provided by the manufacturer (if any). To the extent permitted by law, we shall be under no liability whatsoever..
- 12.5 **Delay:** Where the provision of Goods depends on your information or response, we have no liability for a failure to supply the Goods, where it is affected by your delay in response or supply of incomplete or incorrect information.
- 12.6 **Referrals:** We may provide you with contact details of third party specialists. This is not a recommendation by us for

you to seek their advice or to use their Goods. We make no representation or warranty about the third party advice or provision of Goods, and we disclaim all responsibility and liability for the third party advice or provision of Goods, or their failure to advise or provide Goods.

- 12.7 **Availability:** To the extent permitted by law, we exclude liability for:
- (a) the Goods being unavailable; and
 - (b) any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Goods or the late supply of Goods, even if we were expressly advised of the likelihood of such loss or damage.
- 12.8 **Disclaimers:** To the extent permitted by law we disclaim all responsibility and liability for:
- (a) products or services you purchase from a third party;
 - (b) any damage to the Goods in transit organised by you;
 - (c) any delays in delivery of the Goods (all delivery dates are estimates only);
 - (d) any injury caused other than due to our negligent act or omission;
 - (e) any damage caused to the Goods as a result of tampering with the Goods or modification;
 - (f) any damage to the Goods where you have failed to follow the care instructions, in our sole discretion; and
 - (g) any items in the order that are unavailable. If an item is unavailable, we will use our reasonable endeavours to notify you and suggest a replacement item where possible.
- 12.9 **Limitation:** To the extent permitted by law, our total liability arising out of or in connection with the Goods, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Goods to you, or, at our option, us refunding to you the amount you have paid us for the Goods to which your claim relates. Our total liability to you for all damages in connection with the Goods will not exceed the price paid by you under these Terms and pursuant to the Quote for the 12 month period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.
- 12.10 This clause will survive the termination of these Terms.
- 13. INDEMNITY**
- 13.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- (a) any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - (b) your breach of these Terms;
 - (c) any misuse of the Goods by you, your employees, contractors or agents; and
 - (d) your breach of any law or third party rights.
- 13.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Goods including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 13.3 This clause will survive the termination of these Terms.
- 14. GENERAL**

- 14.1 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 14.2 **Publicity:** You consent to us stating that we provided Goods to you, including but not limited to mentioning you on our website and in our promotional material.
- 14.3 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 14.4 **GST:** If and when applicable, GST payable on the Fee for the Goods will be set out on our invoices. You agree to pay the GST amount at the same time as you pay the Fee.
- 14.5 **Relationship of Parties:** These Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.
- 14.6 **Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 14.7 **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 14.8 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control, including any restrictions caused by a global pandemic.
- 14.9 **Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to the relevant address in the Quote. Any notice may be sent by standard post or email, and notices will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 14.10 **Jurisdiction & Applicable Law:** These terms are governed by the laws of New South Wales and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.
- 14.11 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- 15. DEFINITIONS**
- 15.1 **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales, Australia.
- 15.2 **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute, whether indirect, incidental, special, consequential and/or incidental, and whether involving a third party or a Party to the Terms or otherwise.
- 15.3 **Confidential Information** includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and Goods, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as "confidential".
- 15.4 **Delivery Fees** set out in the Quote.
- 15.5 **Fees** are set out in the Quote.
- 15.6 **Goods** means any goods or services supplied by us to you.
- 15.7 **GST** means GST as defined in the *A New Tax System (Goods and Goods Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- 15.8 **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any Confidential Information.
- 15.9 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).
- 15.10 **Party and Parties** means a party or parties to these Terms.
- 15.11 **Purchase Order** means any purchase order provided by you to us for the purchase of goods and services.
- 15.12 **Quote** means the online Quote which these Terms are attached or any other quote sent by us to you or as agreed in writing between us or as notified by us to you.
- 15.13 **Restocking Fee** as set out in the Quote.
- 15.14 **RMA** means Return merchandise Authorization form, obtainable by contacting us.
- 15.15 **Terms** means these terms and conditions.