

Terms and Conditions for Customers

VENTECH AUSTRALIA PTY LTD (A.C.N 604 910 269) (“Ventech”)

Thank you for using Ventech. These T&C's will govern the Goods provided by us to you. Importantly, it outlines both your responsibilities and ours while providing the Goods.

By agreeing to use our Services, you agree that you have **read, understood and agree to be bound** by the terms outlined in these T&C's. If you are using our Services on behalf of an organisation, you agree to the terms outlined in these T&C's, on behalf of such organisation.

1 Definitions

In these T&C's unless the context indicates otherwise, the following words have the following meanings.

Claims means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

Customer means you and/or, if you acting on behalf of a company, that company.

Facilities means buildings and common areas, utilities, working space, computer equipment, access to the internet and the Customer's computer network and internal systems and similar. It includes access to such resources but also use of them to the extent required by Ventech in order to provide the Goods.

Fee(s) refers to the amount to be paid by the Customer in consideration for the Goods.

Goods means the goods to be provided by us to you.

GST Law means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property includes trademarks, patents, copyrights, processes, know-how, registered designs or other like rights or any right to apply for registration of any of the former.

Losses means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

Parties means Ventech and the Customer, and **Party** means either one of them.

the Goods**Company Personnel** means any person or persons that Ventech designates to provide the Goods on Ventech's behalf.

2 Services

(a) Ventech will provide the Goods to the Customer in consideration for the Customer paying the Fees to Ventech, subject to the provisions of these T&C's.

(b) The Goods will be provided by the employees or agents that Ventech may choose as most appropriate to provide the Goods.

3 Location

Ventech will provide the Goods in places and locations as Ventech considers appropriate to the type and nature of the requirements of the Customer.

4 Fees

4.1 The Fees

(a) In consideration of the provision of the Goods in accordance with these T&C's, the Customer will pay Ventech the Fees.

(b) All Fees payable by the Customer are payable in accordance with Ventech's invoice(s) issued in accordance with clause 4.2.

(c) The Customer acknowledges that the Fees are exclusive of any GST that may be charged by Ventech to the Customer, and therefore, Ventech will be entitled to add on GST to the Fees.

4.2 Payment and Invoicing

Ventech will provide the Customer with a tax invoice(s) in accordance with the GST Law in relation to Fees payable under this clause 4 for the Goods provided by Ventech.

4.3 Variation of Fees

Ventech is entitled to vary the Fees, in the event Ventech has, or is likely, to incur additional costs and expense. In the event the Fees are to be varied, Ventech will notify the Customer of such variation and will not provide the Goods until such time as the Customer agrees to such variation in writing.

5 Customer's obligations

(a) When providing the Goods, the Customer will:

(i) co-operate with Ventech as Ventech reasonably requires;

- (ii) provide the information and documentation that Ventech reasonably requires within a reasonable time frame, and ensure that such information and documentation is accurate, current and complete;
 - (iii) make available to Ventech such Facilities as Ventech reasonably requires; and
 - (iv) ensure that the Customer's staff and agents cooperate with and assist Ventech.
- (b) If the Customer does not provide the Facilities that Ventech reasonably requires (and within a reasonable time period) to provide the Goods, then any additional costs and expenses which are reasonably incurred by Ventech will be paid by the Customer; please see clause 4.3 above.
- (c) Any delay in the Customer providing any information or documentation as required by these T&C's may affect the Fees for the provision of the Goods,. Any additional costs and expenses which are reasonably incurred by Ventech due to this delay will be paid by the Customer; please see clause 4.3 above.

6 No partnership or employment relationship

- (a) Nothing in these T&C's constitutes the relationship of employer and employee between the Customer and Ventech or between the Customer and Company Personnel.
- (b) It is the express intention of the Parties that any such relationships are denied.

7 Use of subcontractors

- (a) Ventech is permitted to use other persons to provide some or all of the Goods.
- (b) Ventech is responsible for the work of any of Ventech's subcontractors.
- (c) Subject to clause 7(d), any work undertaken by any of Ventech's subcontractors will be undertaken to the same standard as stated in these T&C's.
- (d) To the extent that the terms of any subcontract stipulate a higher standard for any of the Goods than the standards set out in these T&C's (including as to timing or quality), any Services provided by the relevant subcontractor will be governed by the terms and conditions of that subcontractor's subcontract.

8 Warranties, liability and indemnities

8.1 Warranties

- (a) Ventech warrants that it will use reasonable care and skill in providing the Goods to the standard generally accepted within the industry, sector or profession in which Ventech operates for the type of Services provided by Ventech.
- (b) Ventech further warrants that the Goods will be free from defects relating to the materials used in the manufacture of the Goods for a period of 7 years from the date of delivery of the Goods to the Customer.
- (c) In the event the Goods supplied to the Customer are in breach of clause 8.1(b) above, then on notice by the Customer of such breach, Ventech will:

- (i) resupply the Goods; or
- (ii) pay the cost of resupplying the Goods,

to be determined at Ventech's sole discretion, provided that if Ventech no longer stocks or supplies the Goods then any replacement goods offered by Ventech will be as close to the original Goods in type and in colour as possible at the time given Ventech's then-current product range.

- (d) The warranties provided under this clause 8.1 do not cover labour or other cost and expense, including but not limited to the removal or re-installation of the Goods, as a result of any defect in the Goods. For the avoidance of doubt, Ventech is not liable for any breach of the warranties provided under this clause 8.1 if the Customer has used the Goods in a manner or for a purpose contrary to the manufacturer's or Ventech's instructions.
- (e) Any notice to be provided by the Customer pursuant to clause 8.1(c) must be:
 - (i) Accompanied by the original proof of purchase of the Goods; and
 - (ii) Made within 7 days of the Customer becoming aware of such breach (or ought to have become aware of such breach).

8.2 Employees and subcontractors

Ventech must comply with legislation applicable to Ventech's employees and agents.

8.3 Compliance with all laws

Throughout the engagement of Ventech, the Customer must comply at the Customer's own cost and expense with all acts, ordinances, rules, regulations, other delegated

legislation, codes and the requirements of any Commonwealth, State and Local Government departments, bodies, and public authorities or other authority. This requirement applies to the Customer or to the Goods. The Customer must indemnify Ventech from and against all actions, costs, charges, claims and demands in respect thereof.

8.4 Warranty Exclusions

- (a) Ventech will not be held liable if any of the following apply:
- i. The Goods are defective by way of a change in appearance of the Goods or any part or component of the Goods, including but not limited to fading or discolouration due to exposure to direct or indirect light, heat or moisture or as the result of any extreme environmental conditions;
 - ii. If any defect in the Goods is insignificant or non-material, at the sole discretion of Ventech;
 - iii. If any defect in the Goods is caused by:
 - i. Tampering, alternations, modifications or repair work carried out by the Customer or any person other than Ventech or persons authorised by Ventech;
 - ii. fitting of accessories by the Customer or other manufacturers;
 - iii. damage caused during shipping or in transit to the Customer;
 - iv. accidents;
 - v. improper storage or handling of the Goods by the Customer or any person not authorised by Ventech;
 - vi. improper maintenance of the Goods by the Customer;
 - vii. improper installation of the Goods by the Customer or any person not authorised by Ventech;
 - viii. misuse or abuse of the Goods by the Customer or any person not authorised by Ventech;
 - ix. failure to follow any instructions or procedures in relation to the installation, maintenance, use or

protection of the Goods as recommended by Ventech including as recommended in any publication or document issued by Ventech in relation to the Goods;

- x. the use of solvents or improper cleaning compounds on the Goods;
- xi. normal 'wear and tear';
- xii. scratches, stains, burns or scuffs; or
- xiii. imperfections and variations that are a natural occurrence in the Goods.

- (b) To the greatest extent permitted by law, Ventech provides no warranty or representation as to the compliance of the Goods with any specific laws, regulations or rules relating to the building and construction industry or any other industry in which the Customer or Ventech may operate or work.

8.5 Limitation on liability

- (a) To the extent permitted by law, Ventech will not be liable for any injury or loss suffered by the Customer, or for any Claim or Loss of the Customer, under or in connection with these T&C's whether arising in contract, tort, negligence, breach of statutory duty or otherwise.
- (b) Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause do not apply to clauses 8.3 or 8.6.

8.6 Indemnity

The Customer must indemnify and hold Ventech harmless from and against all Claims and Losses arising from loss, damage, liability, injury to Ventech, its employees and third parties, infringement of third party Intellectual Property, or third party losses by reason of or arising out of any information supplied to Ventech by the Customer, its employees, or supplied to Ventech by the Customer within or without the scope of these T&C's.

8.7 No reliance

Each of the Parties acknowledges that, in entering into these T&C's, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these T&C's. Any conditions, warranties or other terms implied by statute or common law are excluded from these T&C's to the fullest extent permitted by law.

8.8 Limitation of Ventech's power

Ventech warrants that Ventech will not incur any liability on behalf of the Customer or in any way pledge or purport to pledge the Customer's credit or accept any other or make any contract binding upon the Customer without prior approval being given by the Customer.

8.9 Survival of obligations

The obligations accepted by Ventech and the Customer under this clause 8 survive cancellation of the Goods or expiry of these T&C's.

9 Cancellation or Variation

- (a) The Customer may cancel or vary its order for the provision of the Goods within two (2) days of placing its order with Ventech. Any cancellation or proposed variation to the Goods must be made in writing.
- (b) Ventech may cancel the provision of the Goods upon the happening of any of the following events:
 - (i) if the Customer enters into a deed of arrangement or an order is made for it to be wound up;
 - (ii) if an administrator, receiver or receiver/manager or a liquidator is appointed to the Customer pursuant to the Corporations Act 2001 (Cth); or
 - (iii) if the Customer would be presumed to be insolvent by a court in any of the circumstances referred to in the Corporations Act 2001 (Cth).

10 Intellectual Property Rights

- 10.1 In accordance with the Australian Copyright Council the production of any original work automatically deems Ventech the author and owner of such work and the owner of the Intellectual Property in the work. All copyright is reserved.
- 10.2 Ventech retains full ownership of the work it produces in the course of providing the Goods.
- 10.3 Ventech reserves the right to use all documents and information produced in providing the Goods (including unused concepts) and revisions for the purposes of promoting Ventech in any forum including but not limited to in print or digital media portfolios, social media and blogs, except where the Customer has specifically requested in writing otherwise. All documents and information used for

such purposes shall be redacted appropriately if it contains Customer-specific information.

- 10.4 The Customer must not, or allow any third party to, adapt, amend, reproduce, sell or otherwise deal with any work produced or provided by Ventech pursuant to the Goods and the Customer indemnifies and holds Ventech harmless from and against all Claims and Losses arising as a result of the Customer's breach of this clause 10.4.

11 General

11.1 Force majeure

Neither Party has any liability under or may be deemed to be in breach of these T&C's for any delays or failures in performance of these T&C's which result from circumstances beyond the reasonable control of that Party.

11.2 Amendment

Any amendment to these T&C's shall not be valid or enforceable unless such amendment is agreed by the parties in writing.

11.3 Representation

The Parties confirm that they have not entered into these T&C's on the basis of any representation that is not expressly incorporated into these T&C's.

11.4 Waiver

- (a) No failure or delay by Ventech in exercising any right, power or privilege under these T&C's will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in these T&C's are cumulative and not exclusive of any rights and remedies provided by law.

11.5 Severance

If any provision of these T&C's is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these T&C's and rendered ineffective as far as possible without modifying the remaining provisions of these T&C's, and will not in any way affect any other circumstances of or the validity or enforcement of these T&C's.

11.6 Notices

A notice or other communication connected with these T&C's has no legal effect unless it is in writing.

11.7 Law and jurisdiction

These T&C's take effect, are governed by, and will be construed in accordance with the laws from time to time in force in Victoria, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

11.8 Change in Circumstances

The Customer shall give Ventech not less than seven (7) days' written notice of any change, or proposed change, of ownership of the Customer or any change in the Customer's name or details.

