

BURRA SHEETMETAL PTY LTD (ACN 145 706 065)

1. These Terms of Use apply to Burra Sheetmetal Pty Ltd (ACN 145 706 065) (**Burra Sheetmetal**).
2. By accessing, browsing or using this website (**Site**), you agree to be bound by these terms, conditions and disclaimers as amended from time to time (**Terms of Use**). Please read these Terms of Use carefully before using this Site.
3. These Terms of Use are in addition to any other terms and conditions that apply to the sale of goods or provision of services by Burra Sheetmetal. If you do not agree to be bound by these Terms of Use, then please immediately discontinue your use of the Site.
4. Burra Sheetmetal may amend these Terms of Use at any time and with effect by posting the amended Terms of Use on this Site. Your continued use of this Site after any amendment becomes effective will constitute your agreement to be bound by these Terms of Use, as amended.

PRIVACY

5. Burra Sheetmetal may collect, use, store, record and transmit your personal information entered on this Site. For further details, please refer to Burra Sheetmetal's Privacy Policy [\[hyperlink\]](#). Your continued use of the Site and the provision of your personal information constitutes your approval for Burra Sheetmetal to deal with your personal information in accordance with these Terms of Use and the Privacy Policy.

DISCLAIMER

6. Although Burra Sheetmetal has attempted to ensure that all information contained within this Site is accurate at all times, Burra Sheetmetal does not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the information available or provided (**Information**), or that it is suitable for your intended use. The Information is provided by Burra Sheetmetal in good faith on an "as is" basis without warranty of any kind.
7. The Information provided is of a general nature only and should not be used as the basis for making any decision, without consulting primary, more accurate, more complete or more timely sources of information.
8. The Site may contain historical Information that is not current and is provided for reference purposes only.
9. The Information does not constitute professional advice or advice about the suitability of its products for your or any circumstances.
10. Burra Sheetmetal does not warrant or represent that the Information is free from human or mechanical error, technical inaccuracies or other typographical errors or defects. The use of this Site and the Information is at your own risk.
11. Burra Sheetmetal reserves the right to vary or modify the Information contained on this Site, to change or discontinue any feature or part of this Site, to change the hours of availability and the equipment required to obtain access to this Site, without notice and without liability.
12. Burra Sheetmetal makes no warranties, guarantees or representations that the material in this Site will not cause damage or that the material is free from any computer virus or other defects. It is your responsibility to complete a virus and similar checks on any Information downloaded.
13. All warranties, representations and implied terms and any liability which may arise in relation to your access to or use of this Site or the Information is expressly excluded to the extent permitted by law.
14. Burra Sheetmetal reserves the right to suspend or terminate your access to the Site at its sole discretion for any reason.
15. While Burra Sheetmetal endeavours to minimise any amount of downtime on this Site, Burra Sheetmetal does not guarantee that access to the Site will be continuous or uninterrupted.

LIMITATION OF LIABILITY

16. Burra Sheetmetal will in no way be liable to any party for any injury, loss or damage arising out of or related to the use of (or the inability to use) the Information on this Site or the selection of goods or services referring to it. Under no circumstances will Burra Sheetmetal be liable for any direct, indirect, incidental, special or consequential loss or damage, including loss of programs or data, loss of business, business interruption, or lost profits. If your use of this Site results in the need for servicing or replacing of equipment, Burra Sheetmetal will not be liable for those costs.
17. Where liability cannot be excluded, to the extent permitted by law any liability incurred by Burra Sheetmetal is limited to the re-supply of the Information on the Site or the reasonable costs of having the Information re-supplied.

COOKIES AND ANALYTICS

18. When you browse the Site, contact Burra Sheetmetal electronically, or engage with Burra Sheetmetal on social media, Burra Sheetmetal may record geographical tagging, your IP address and statistical data from your activity. Burra Sheetmetal may use your personal information to customise and improve your user experience on this Site and other social media platforms.
19. This Site also uses cookies throughout certain areas to help automate certain processes. Cookies are set for the duration of your Internet session (when you close your browser, the cookie is removed). A cookie file is placed in your computer's browser to store your preferences, and contains information that you have supplied yourself.
20. If you want to delete any cookies that are already on your computer, please refer to the help and support area on your internet browser for instructions on how to locate the file or directory that stores cookies. You do not need cookies enabled on your browser to use this Site.
21. Burra Sheetmetal uses Google Analytics on this Site. Google Analytics uses cookies to help Burra Sheetmetal analyse how users use the Site. The information generated by the cookie about your use of the Site is transmitted to and stored by Google. To find out how Google uses data when you use third party websites or applications, please see <https://policies.google.com/technologies/partner-sites>. You may also refuse the use of Google Analytics cookies by opting out from being tracked by Google Analytics with effect for the future by downloading and

installing Google Analytics opt-out browser add-on for your current web browser: <http://tools.google.com/dlpage/gaoptout?hl=en>.

22. A cookie already set by Google Analytics can be deleted at any time via the Internet browser or other software programs. However, please note that if you do this, you may not be able to use all the features of the Site to fullest extent possible.

LINKS TO OTHER SITES

23. You may from time to time be able, through hypertext or other computer links, to gain access to other websites operated either by Burra Sheetmetal, its affiliates (**Linked Sites**) or other third parties (**Third Party Linked Sites**).
24. The Linked Sites may have different terms of use.
25. Unless otherwise specified, the Third Party Linked Sites are not under Burra Sheetmetal's control. The Third Party Linked Sites may have different terms of use and may be subject to different laws. Burra Sheetmetal is not responsible for the content of any Third Party Linked Sites, or any changes or updates to such sites. Burra Sheetmetal provides these links for your convenience only. You link to any such Third Party Linked Sites at your own risk. Burra Sheetmetal is not a party to any transaction between you and a Third Party Linked Site. Unless specified, Burra Sheetmetal does not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Third Party Linked Sites.

INTELLECTUAL PROPERTY

26. The copyright in the content of this Site is owned by Burra Sheetmetal and/or its affiliates. All rights reserved.
27. You acknowledge and agree that all content, coding, graphics, images, animations and Information available on this Site is protected by copyright, trade mark or other intellectual property rights and laws.
28. Burra Sheetmetal authorises the duplication of materials published by Burra Sheetmetal on this Site solely in support of Burra Sheetmetal products in a non-commercial application. Materials copied from this Site shall retain all copyright and other proprietary notices complying with the original material. Any other use including the reproduction, reutilisation, extraction, modification, distribution, transmission, republication or display of the content contained within this Site is strictly prohibited. You expressly acknowledge that your use of the Site does not result in you gaining any right, title or interest to the Information or any other aspect of the Site.
29. All trade marks and trade names which appear on this Site are proprietary to Burra Sheetmetal and/or its affiliates. Use of these trade marks without the owner's consent will infringe the owner's intellectual property rights. Nothing in this Site should be interpreted as granting any rights to use or distribute any names, logos or trade marks except with the express written consent of the respective owner.

SPAM

30. Any publication of Burra Sheetmetal's email addresses on this Site is to facilitate communications relating to the goods and services supplied by Burra Sheetmetal. It must not be inferred as consent by Burra Sheetmetal to receive unsolicited commercial electronic messages.

ACCESS TO PASSWORD PROTECTED/SECURE AREAS

31. The access and use of password protected/secure areas on the Site is restricted to authorised users only. Any unauthorised attempt to access these areas of the Site may be subject to prosecution.

MISCELLANEOUS

32. By accessing and using this Site, you agree to submit to the exclusive jurisdiction of the Courts of Victoria, Australia or New Zealand, as applicable. If you access this Site from other jurisdictions, you are additionally responsible for compliance with local laws.
33. If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.
34. If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) are valid and enforceable.
35. A party may exercise its rights at any time and does not waive those even if that party previously waived a breach or default of all or part of the same or other provision or delayed or omitted to exercise its rights.
36. A waiver is only effective if it is signed by the party granting the waiver and only to the extent set out in the waiver.