

WELDONE WEBSITE TERMS OF USE

Thank you for visiting Weldone. We are your total metalwork and structural steel solutions provider.

Your use of the Weldone website <https://weldone.com.au> (our **Website**) tells us that you have agreed to these Terms of Use (**Terms**) which form a legally binding agreement between Weldone Solutions Pty Ltd (ABN 54 605 431 641) (**we, us, our, or Weldone**) and you.

RESTRICTIONS ON USE

Our Website is only intended for use by users located in Australia. Our Website may not be compliant with the laws (including intellectual property laws) of any country outside Australia. If you access our Website from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Website.

You are not allowed to use the Website for any illegal or unauthorised purpose.

We only offer our services in specific geographical areas within Victoria.

ENGAGING OUR SERVICES

If you are interested in engaging us to provide any goods or services, there are additional terms and conditions which apply. We will inform you of the applicable terms and conditions at the time that you make an enquiry with us.

REPRESENTATIONS

Descriptions of our services are subject to change at any time without notice. We may discontinue any service at any time.

Whilst we make every reasonable effort to display our work as accurately as possible, the colours and images of items as they appear on our Website may vary from how they appear in person. We cannot guarantee that your device will display any colors and images accurately.

INTELLECTUAL PROPERTY

We are the sole owner or licensee of the Website and all intellectual property rights associated with the Website (including copyright in its content, and ownership or a licence of all logos, images and source code). You may not copy, reproduce or modify any part of our Website for any purpose except where we give you our prior written consent.

When you submit any content to us (**User Content**), you grant us a worldwide, irrevocable, perpetual, non-exclusive royalty free license to publish, use, view, copy, adapt, develop, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of our Website.

USE OF SITE

We cannot guarantee that your use of our Website will be uninterrupted, timely, secure or error-free. There are instances where we may need to remove the Website for indefinite periods of time without notice to you or remove it altogether.

You are solely responsible for any information that you transmit to us. We use our best endeavors to maintain the security of the Website, however we do not make any guarantees about the security of the Website, our records, or any information you submit to us. We exclude all liability for any computer virus or technological problems or other loss that you may suffer as a result of the browsing or downloading of any files from our Website, or from any data breach, compromise or misuse of your data that is provided to us in connection with the Website.

In order to use the Website, you need to connect to the internet and you are solely responsible for your connection and all fees associated with that connection and access.

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable license to use our Website only as described in these Terms. All other uses are prohibited without our prior written consent.

Content on our Website is provided on a no liability basis. We do not promise that the information we publish is correct, complete or up to date. The information we provide is not advice or a

recommendation to purchase any services, is not intended to be comprehensive, does not take into account your individual purposes and should not be used as a substitute for advice from a professional.

Your use of the Website including submitting any enquiry form, order or information to us is not intended to create, nor does it create a contractual relationship of any kind between us. This only occurs once we have expressly agreed in writing to accept an order, enquiry or client booking and in those circumstances, additional terms and conditions will apply.

You must not use the Website for any purpose other than getting information about our business, and topics we write about. When using the Website, you must not act fraudulently, or provide us with false, inaccurate or misleading information. You must not use the Website in a manner which could infringe anyone's intellectual property rights, damage, disable, overburden or impair the Website or interfere with any other user's use and enjoyment of the Website. You must not transmit viruses or other disabling features, or damage or interfere with our Website using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Website.

You must not do anything which we consider inappropriate or which might bring us into disrepute including (without limitation) using our Website to in any way defame, harass, threaten, menace or offend any person, breach any person's privacy or any other legal rights, interfere with any other user of our Website or do anything which may breach a law or court order.

INDEMNITY

You expressly agree that your use of, or inability to use, the Website is at your sole risk. The Website and all Items and products and services delivered to you through the Website are provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, quality, fitness for a particular purpose, durability, title, and non-infringement except to the extent that those warranties cannot be excluded under law.

We do not warrant that the quality of any items, services, information, or other material obtained via our Website will meet your expectations, or that any errors will be corrected.

To the maximum extent permissible by law:

- a) our liability to you is limited to the fees you have paid us for any impaired items or the cost of having any impaired items provided again, whichever is higher;
- b) if you have not paid any amounts, our liability is limited to \$100;
- c) we will not be liable for any delay or failure to perform our obligations if such delay is due to any circumstances beyond our reasonable control;
- d) we are not liable for any injury, death, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from:
 - i. any circumstances we have lawfully excluded in these Terms;
 - ii. any errors or omissions in any Website content;
 - iii. any delays or failure in relation to delivery of any items;
 - iv. your use of or reliance on the Website;
 - v. any loss or damage of any kind incurred as a result of the use of any Item;
 - vi. your breach of these Terms or other unlawful act or omission;
 - vii. any other claim related in any way to your use of the Website,

even if we are made aware of the possibility of loss, damage or claim; and

- e) You agree to indemnify, defend and hold us harmless from and against any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your breach of any law or the rights of a third party.

In this paragraph, Weldone includes our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers and licensors

Our Website may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve and are not responsible for the content on those websites. You should make your own investigations with respect to the suitability of those websites. Those websites will have their own terms of use which you should familiarise yourself with and ensure you agree to them.

VARIATIONS

We reserve the right at all times to make changes to these Terms. Any variations to these Terms will take effect from posting on the Website. The Terms which apply at the time you access the Website are the ones on the Website at the time.

ASSIGNMENT

We may assign these Terms of Use to any other person at any time. If we do so, we will post notice on our Website.

GOVERNING LAW

The laws of Victoria, Australia govern these Terms. Where the Australian Consumer Law is applicable to your use of the Website or purchase of Items, our policies are to be read subject to that law, with any modifications as set out in our policies which are not made contrary to that law.

Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms or affect the validity or enforceability of that provision in any other jurisdiction.

PRIVACY

Your personal information is managed in accordance with our privacy policy.

ENQUIRIES

Please email us if you have any questions about these Terms.

These Terms of Use were last updated on 1 September 2022.