



## GENERAL CONDITIONS OF SALE

These conditions of sale apply to the supply of services by PureProtect Pty Limited and its Franchisees (all collectively hereinafter referred to as "PureProtect").

1. Every quotation may be withdrawn or changed at any time until such time as the Purchaser's order is received and accepted by PureProtect.
2. It shall be the Purchaser's responsibility to obtain and provide all access, services, permits and facilities, as may be necessary or required for the performance of work by PureProtect.
3. All specifications and particulars submitted by PureProtect shall be regarded as approximate only. Descriptions and illustrations contained in any written material shall be treated as merely presenting a general idea of the services described therein and shall not form part of any contract.
4. Delivery dates and times of service quoted are given in good faith but PureProtect shall not be responsible for any delay arising from causes reasonably beyond its control.
5. Warranty
  - (i) PureProtect warrants to the original Purchaser of the service that any services supplied by it:
    - a) shall be free from any defect in workmanship; and
    - b) are solely of a surface nature and may need fresh treatments depending on the use of the surface on which the product is applied.
  - (ii) PureProtect shall have no obligations under this Warranty, or any other liability, now or in the future if the surface on which the service is carried out is damaged by:
    - a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals;
    - b) Any act(s) conduct or omissions(s) by any person, or act(s) of war, which damages the surface;
    - c) Alterations or repairs which include the areas that this service refers to.
  - (iii) Except where the Purchaser is taken to have acquired the services as a consumer under State or Commonwealth statutes, all warranties and conditions implied by law are hereby expressly excluded. PureProtect's liability for breach of any condition or warranty implied by law (other than a condition or warranty implied by Section 69 of the Trade Practices Act) is limited, subject to Section 68A of that Act, to the supplying of those services again.
  - (iv) In any event, PureProtect shall not be liable for special or consequential loss or damages OR diminution or loss of profit suffered by the purchaser, attributable to the product not adhering to the surface to which it is applied.
  - (v) Where the Purchaser wishes to allege that the services are not in accordance with specifications the Purchaser must do so by notice in writing within a period of thirty (30) days after treatment as otherwise the service shall be deemed to be in all respects in accordance with such specifications. Purchaser must give PureProtect the first right to retreat the area under warranty first.
6. For this warranty to remain valid it is the Purchaser's further responsibility to ensure that any instructions given by PureProtect and that apply to the treated area after the treatment is completed are strictly carried out.
7. Goods and Services Tax (GST) is payable under the New Tax System(Goods and Services Tax) Act 1999 and any amendments and replacement of that Act.
8. PureProtect shall charge the Purchaser interest on all overdue accounts at the rate of 1% above the overdraft rate charged to PureProtect by its bankers from time to time. An account shall be overdue in the event that payment is not made strictly within the time specified hereon.
9. The Purchaser shall not copy or cause to be copied any specification or technical data supplied by PureProtect.

**THESE CONDITIONS APPLY TO ALL QUOTATIONS PROVIDED BY PureProtect. THE ACCEPTANCE OF A PureProtect QUOTATION INCLUDES THE ACCEPTANCE OF THE FOREGOING GENERAL CONDITIONS.**