

BLUE CROC PTY LTD

TERMS AND CONDITIONS OF TRADE

Manufacturing & Installation Division

Blue Croc Pty Ltd | ACN 668 111 868 | ABN 33 668 111 868

Mornington Peninsula, VIC

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1. DEFINITIONS AND INTERPRETATION

- 1.1 **"Access Equipment"** means any scaffolding, elevated work platforms, cranes, hoists, safety harnesses, harness fixing points, rigging, temporary fencing or any other specialised equipment or access solution required to enable the safe performance of the Works at any particular site, which is not specifically included in the Quote.
- 1.2 **"Australian Consumer Law"** or "ACL" means Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time, together with any applicable state or territory consumer protection legislation.
- 1.3 **"Building Act"** means the Building Act 1993 (Vic) and any regulations made thereunder, as amended or replaced from time to time.
- 1.4 **"Business Day"** means a day that is not a Saturday, Sunday or public holiday in Victoria, Australia.
- 1.5 **"Commencement Date"** means the date on which the Company commences performance of the Works.
- 1.6 **"Company"** means Blue Croc Pty Ltd (ACN 668 111 868) (ABN 33 668 111 868) of Level 2, 428 Little Bourke Street, Melbourne VIC 3000, including its officers, employees, agents, subcontractors, successors and assigns.
- 1.7 **"Consequential Loss"** means any indirect, special or consequential loss, loss of revenue, loss of profit, loss of anticipated savings, loss of business opportunity, loss of business, loss of production, loss of use, or loss arising from delay, howsoever caused, including whether arising in contract, tort (including negligence), statute or otherwise.
- 1.8 **"Contract"** means the agreement formed between the Company and the Customer upon the Customer's acceptance of a Quote (whether by written acceptance, by conduct, or by the Customer directing the Company to perform the Works), incorporating these Terms, the Quote and any other document expressly incorporated by reference.
- 1.9 **"Credit Limit"** means the maximum outstanding balance of unpaid invoices that the Company, in its sole discretion, permits the Customer to carry at any given time, as notified to the Customer in writing from time to time.
- 1.10 **"Customer"** means the person, company, trust, partnership or other entity named in the Quote, and where more than one person or entity is named, each of them jointly and severally.
- 1.11 **"Delay Event"** means any act, omission, default or failure on the part of the Customer, any third party engaged by or on behalf of the Customer, or any other event or circumstance beyond the reasonable control of the Company, which prevents or delays the Company from performing the Works, or any part thereof, by the scheduled time.
- 1.12 **"Electrical Works"** means the connection or provision of electrical power to any site, including any cabling, conduit installation or other electrical work necessary to provide power to automated gates, motors, access systems or any other powered equipment forming part of the Works.
- 1.13 **"Force Majeure Event"** has the meaning given to it in clause 21.
- 1.14 **"Glass Panels"** means any glass components forming part of the Works, including but not limited to frameless glass balustrades, pool fencing panels, shower screens, privacy screens, gates or any other glass product supplied and/or installed by the Company.
- 1.15 **"GST"** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended or replaced from time to time.
- 1.16 **"Intellectual Property Rights"** means all rights in respect of patents, trademarks, service marks, designs, copyright, trade secrets, know-how, confidential information and all other intellectual and industrial property rights, whether registered or unregistered, and including all applications and rights to apply for any of the foregoing.

- 1.17 **"Latent Conditions"** means physical conditions at the Site that differ materially from those that could reasonably have been anticipated by the Company at the time of preparing the Quote, based on information available to the Company at that time.
- 1.18 **"Liquidated Damages"** means a pre-agreed sum payable as compensation for a specified breach or delay, as may be provided for in a separate building contract or project agreement between the Customer and a third party.
- 1.19 **"Materials"** means all goods, products, components, fixings, hardware, glass, metals (including aluminium, stainless steel, mild steel and other metals), and other materials required to complete the Works, including those manufactured, altered, fabricated or sourced by the Company.
- 1.20 **"OHS Laws"** means the Occupational Health and Safety Act 2004 (Vic), the Occupational Health and Safety Regulations 2017 (Vic), and all related codes of practice, standards and guidelines, as amended or replaced from time to time.
- 1.21 **"Plant and Equipment"** has the same meaning as Access Equipment.
- 1.22 **"PPSA"** means the Personal Property Securities Act 2009 (Cth), as amended or replaced from time to time.
- 1.23 **"Price"** means the amount payable by the Customer for the Works, as set out in the Quote and as adjusted in accordance with these Terms.
- 1.24 **"Purchase Money Security Interest"** or "PMSI" has the meaning given to that term in the PPSA.
- 1.25 **"Quote"** means any written quotation, proposal, estimate or tender provided by the Company to the Customer for the performance of Works, including any attached specifications, drawings, schedules or scope of works, and is subject to these Terms.
- 1.26 **"Requested Variation"** has the meaning given in clause 5.1.
- 1.27 **"Required Variation"** has the meaning given in clause 5.3.
- 1.28 **"Retention of Title"** means the Company's right to retain legal title to the Materials until payment in full has been received, as further described in clause 14.
- 1.29 **"Security Interest"** means an interest or power reserved in or over any asset including by way of retention of title, mortgage, charge, lien, pledge, trust, or any other arrangement that secures the payment of a debt or performance of an obligation, and includes a security interest within the meaning of section 12 of the PPSA.
- 1.30 **"Security of Payments Act"** means the Building and Construction Industry Security of Payment Act 2002 (Vic), as amended or replaced from time to time.
- 1.31 **"Shop Drawings"** means any fabrication, manufacturing, installation or other technical drawings, engineering computations or detailed design drawings required to be produced by or on behalf of the Company in connection with the Works, which go beyond the scope of drawings included in the Quote.
- 1.32 **"Site"** means the premises, building site or location at which the Works are to be performed, as described in the Quote.
- 1.33 **"Site Inspection"** means a physical inspection of the Site carried out by the Company (or its authorised representative) to verify measurements, structural adequacy, site conditions and the practical feasibility of performing the Works as quoted.
- 1.34 **"Terms"** means these Commercial Terms and Conditions of Trade, as amended from time to time by the Company with reasonable notice to the Customer.
- 1.35 **"Variation"** means either a Requested Variation or a Required Variation, as applicable.
- 1.36 **"Waterproofing"** means any membrane, coating, sealant, flashing or other waterproofing system applied or installed at or around the Site.
- 1.37 **"Works"** means all manufacturing, fabrication, supply, installation, alteration or other services to be performed by the Company as described in the Quote, including the supply of

Materials, and any Variations duly authorised in accordance with these Terms.

1.38 In these Terms, unless the context otherwise requires:

- (a) a reference to a person includes an individual, corporation, trust, partnership, joint venture, government body or other entity;
- (b) the singular includes the plural and vice versa;
- (c) headings are for convenience only and do not affect interpretation;
- (d) a reference to legislation includes all amendments, replacements and subordinate instruments made under it; and
- (e) "including" and similar expressions are not words of limitation.

2. ACCEPTANCE OF TERMS

2.1 These Terms govern all Works performed by the Company. The Customer will be taken to have accepted these Terms unconditionally and irrevocably if the Customer:

- (a) signs or initials any document incorporating or referencing these Terms;
- (b) accepts or signs a Quote provided by the Company;
- (c) issues a purchase order or letter of intent directed to the Company; or
- (d) otherwise directs or allows the Company to commence or continue performance of the Works (whether by written or verbal instruction or by conduct).

2.2 Where more than one person or entity constitutes the Customer, each is jointly and severally liable for all obligations and liabilities under the Contract.

2.3 No agent, employee or representative of the Company has authority to vary, add to or waive any provision of these Terms unless such variation or waiver is confirmed in writing by a director or duly authorised officer of the Company.

2.4 These Terms take precedence over any terms and conditions issued by the Customer (including any terms printed on a Customer's purchase order or contained in a Customer's standard form contract), unless there is a separate written agreement signed by a director of the Company that expressly modifies these Terms. For the avoidance of doubt, an employee of the Company signing a document does not of itself override these Terms. Where there is a conflict or inconsistency between these Terms and any other document issued by the Customer, these Terms shall prevail to the maximum extent permitted by law.

2.5 The Customer must provide the Company with not less than fourteen (14) days prior written notice of any of the following changes:

- (a) any change in the directors, officers or authorised signatories of the Customer;
- (b) any change in the beneficial ownership or shareholding of the Customer;
- (c) any change in the Customer's name, ABN, ACN, registered address, trading address or contact details; or
- (d) any proposed change in the Customer's business structure or corporate form.

The Customer indemnifies the Company for any loss, cost or liability the Company suffers arising from the Customer's failure to comply with this clause 2.5.

3. QUOTING

3.1 All Quotes are prepared in good faith based on the information available to the Company at the time, including (where provided) any architectural plans, structural drawings, engineering documents or specifications supplied by or on behalf of the Customer. Due to the nature of the Company's work, which predominantly involves installation on sites where construction is still ongoing, Quotes are frequently prepared without the ability to conduct a Site Inspection prior to quoting. Accordingly:

- (a) all Quotes are subject to a final Site Inspection prior to the commencement of the Works;
- (b) if, upon conducting the Site Inspection, the Company determines that measurements, dimensions, structural conditions or the practical feasibility of performing the Works as quoted are inaccurate, insufficient or unsafe, the

Company reserves the right to issue a Variation to the Quote reflecting any additional costs or changes required; and

- (c) in the event the Company reasonably determines (in its sole and absolute discretion) that the Works as quoted cannot be safely, practically or lawfully performed (whether due to site conditions, structural deficiencies, access limitations, Latent Conditions or any other reason), the Company reserves the right to decline to perform the Works in whole or in part, without liability to the Customer for any Liquidated Damages, delay penalties, consequential costs or any other claim arising from such decision.

3.2 All Quotes are valid for a period of thirty (30) days from the date of issue. If a Quote is not accepted within this period, the Company is under no obligation to honour the Quoted Price and may, at its discretion, issue a revised Quote. The Company reserves the right to adjust a Quote at any time prior to the Customer's acceptance if there is a material change in the cost of Materials, labour, freight, fuel or regulatory requirements.

3.3 Quotes are based on the full scope of Works being accepted and carried out by the Company. The pricing contained in a Quote reflects a discount applied by the Company to the overall job based on the totality of the scope. If the Customer elects to proceed with only part of the Works described in a Quote:

- (a) the Company may, at its discretion, re-price any Works the Customer does proceed with at the Company's standard full rates (without the scope discount), resulting in a higher Price than the pro-rata amount reflected in the original Quote;
- (b) the Company will notify the Customer of any revised pricing before proceeding; and
- (c) the Customer's acceptance of revised pricing shall be a condition precedent to the Company commencing the remaining Works.

3.4 Unless expressly stated otherwise in the Quote, the following items are excluded from and are not included in the Price:

- (a) Access Equipment: any scaffolding, elevated work platforms, cranes, hoists, rigging, temporary fencing or any other access equipment required to enable the Company to access the Site or perform the Works. The provision and cost of all Access Equipment shall be at the Customer's expense unless explicitly included in the Quote;
- (b) Electrical Works: the Company is not a licensed electrical contractor. Any connection or provision of electrical power to automated gates, motors, access control systems, intercom systems or any other powered equipment forming part of the Works must be carried out by a licensed electrician engaged and paid for by the Customer at the Customer's expense;
- (c) Safety Harness Fixing Points: any safety harness anchor points, deadweight anchors, rail systems or other fall-arrest anchor systems required by OHS Laws or otherwise to enable the safe installation of the Works must be designed, supplied and installed by a certified installer at the Customer's expense, prior to the Company attending Site. The Company will not commence installation where adequate and certified harness fixing points have not been installed by the relevant date; and
- (d) Waterproofing: any Waterproofing required before or after the installation of the Works, or the reinstatement of any Waterproofing that the Company penetrates in the course of performing the Works, shall be the sole responsibility of the Customer.

3.5 Glass Panel gap sizing: Unless the Customer provides written instructions to the Company specifying exact gap measurements between Glass Panels prior to the Company issuing a Quote, all gaps between Glass Panels (including any gap between adjacent panels, between a panel and a wall, column or post, or any other gap across the Site) are at the absolute discretion of the Company and may range from zero (0) millimetres to ninety-nine (99) millimetres. Gap sizes may also vary across different areas of the same Site. The Company will not be liable for any claim, defect allegation or dissatisfaction arising from gap sizing unless the Customer has provided written specifications prior to receiving the Quote, in

which case any such specifications will be reflected in the Quote (and may affect the Price).

3.6 Shop Drawings: Unless explicitly included in the Quote, Shop Drawings required by the Customer or any third party (including a builder, certifier or engineer) are not included in the Works and will be charged as an additional service at the rate of \$250.00 plus GST per hour. Shop Drawings will not be commenced until:

- (a) the Customer has provided written approval and acceptance of the scope of Shop Drawings required; and
- (b) full payment of the estimated Shop Drawing fee has been received by the Company in advance.
- (c) where the Company prepares drawings, plans, specifications or similar documents in connection with the manufacture of Materials, the Customer must review and approve those documents prior to manufacture;
- (d) the Customer acknowledges that it is responsible for verifying all dimensions, specifications and requirements contained within any approved Shop Drawings;
- (e) upon approval of any Shop Drawings, responsibility for the accuracy of the approved dimensions, specifications and requirements transfers to the Customer; and
- (f) the Company shall not be liable for any loss, damage, cost or expense arising from any error, omission or inaccuracy that would have been apparent upon reasonable review of the approved Shop Drawings.

3.7 The Company's Quotes do not include the cost of transporting oversized or non-standard products to the Site, where specialised transport, over-dimensional permits or police or pilot vehicle escorts are required. Such costs, if not expressly included in the Quote, are in addition to the Price and will be invoiced to the Customer as incurred.

3.8 The Customer acknowledges that the Company does not represent, warrant or guarantee that any Materials supplied by the Company are suitable, safe or fit for the Customer's intended use, installation or application.

The Customer must satisfy itself, at its own cost, that the Materials are suitable for their intended purpose and comply with all applicable laws, regulations, building codes, Australian Standards, engineering requirements, local authority requirements and any other regulatory obligations.

The Customer acknowledges that it relies upon its own skill and judgment in selecting the Materials and does not rely upon any representation made by the Company as to suitability or fitness for purpose.

The Company shall not be liable for any loss, damage, liability or expense arising from the Customer's selection, installation or use of the Materials.

4. PERSONAL PROPERTY SECURITIES ACT 2009

4.1 The Customer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA and that the Company holds a Security Interest in all Materials supplied by the Company (whether or not installed) until all amounts owing to the Company are paid in full.

4.2 The Customer consents to the Company registering a financing statement (and any financing change statement) on the Personal Property Securities Register in respect of any Security Interest arising under or in connection with these Terms, in any manner and with any details the Company deems appropriate.

4.3 The Customer waives its right to receive a verification statement in connection with any registration by the Company on the Personal Property Securities Register.

4.4 The Customer must, upon request, promptly execute such documents and do all such things as the Company may reasonably require to ensure that the Company has and maintains a perfected Security Interest (including a PMSI) in the Materials, with priority over all other Security Interests.

4.5 Until all amounts owing to the Company are paid in full, the Customer must not:

- (a) sell, transfer, lease or otherwise dispose of the Materials; or
- (b) grant any Security Interest in the Materials to any third party.

4.6 The Customer agrees that, to the extent permitted by section 275(6) of the PPSA, neither party will disclose information of the kind mentioned in section 275(1) of the PPSA.

4.7 To the extent the PPSA applies to the enforcement of any Security Interest arising under these Terms, the Customer agrees to waive its rights under the following provisions of the PPSA (to the extent they can be contracted out of): sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

4.8 The Company may, in its absolute discretion, apply amounts received from the Customer against any amounts outstanding in any order the Company determines.

5. VARIATIONS

5.1 The Customer may request a change to the Works by written notice to the Company (Requested Variation). A Requested Variation will only be binding on the Company when confirmed in writing by a director or authorised officer of the Company and, where applicable, upon agreement of a revised Price. The Company is not obliged to accept any Requested Variation.

5.2 Where a Requested Variation is agreed, the Price will be adjusted accordingly and the Company will provide the Customer with a written variation quote or order prior to proceeding.

5.3 The Company may require a change to the Works (Required Variation) in the following circumstances:

- (a) Latent Conditions are discovered at the Site which the Company reasonably considers require rectification before the Works can be safely or properly continued;
- (b) the Company identifies (whether at the time of the Site Inspection or during the performance of the Works) that the measurements, structural adequacy, specifications or site conditions differ materially from those described in or reasonably inferable from the Quote;
- (c) additional works are required by any authority, certifier or building surveyor pursuant to the Building Act or any applicable law; or
- (d) the scope of the Works as quoted cannot be practically or lawfully completed without additional works or materials.

5.4 Upon identifying a Required Variation, the Company will provide the Customer with written notice setting out:

- (a) the reason for the Required Variation;
- (b) a description of the additional or modified works proposed; and
- (c) the estimated additional cost and any impact on the completion date.

5.5 If the Company reasonably determines that a Required Variation must be completed immediately for safety or legal compliance reasons, the Company may proceed with the Required Variation without prior written approval from the Customer. The Customer will be notified as soon as practicable and the cost of such works will be payable in accordance with clause 5.6.

5.6 All Required Variations will be charged at the Company's actual cost of labour and Materials plus a margin of twenty percent (20%). The Company will use all reasonable endeavours to minimise the cost and disruption associated with any Required Variation.

6. PRICE AND PAYMENT

6.1 The Price is as set out in the Quote and is exclusive of GST, unless otherwise stated. GST will be added to all amounts payable under the Contract at the applicable rate.

6.2 Payment terms are as specified in the Quote. Unless otherwise agreed in writing, the following default terms apply:

- (a) a deposit as specified in the Quote is payable upon acceptance of the Quote and prior to the Company ordering any Materials or commencing any fabrication or manufacturing;
- (b) progress payments are payable at such intervals and in such amounts as specified in the Quote or, if not so specified, in accordance with the Payment Schedule issued by the Company; and
- (c) the final payment is due and payable upon practical completion of the Works.

- 6.3 Time for payment is of the essence. Failure to pay any amount when due entitles the Company (without prejudice to its other rights and remedies) to:
- (a) suspend performance of the Works until all outstanding amounts are paid in full;
 - (b) exercise its rights under the Security of Payments Act; and/or
 - (c) exercise its rights under clauses 14 and 15 of these Terms.
- 6.4 Credit Limit: The Company may, in its absolute discretion, impose a Credit Limit on the Customer. Where a Credit Limit has been imposed:
- (a) the Company will notify the Customer of the Credit Limit in writing;
 - (b) the Company is not obliged to perform any further Works, attend Site, deliver Materials, or take any other steps in connection with the Works whilst the Customer's outstanding balance exceeds the Credit Limit;
 - (c) the Customer must pay down the outstanding balance to a level that, having regard to the value of further Works scheduled to be performed, brings the anticipated post-Works balance within the Credit Limit, before the Company is obliged to return to Site; and
 - (d) for the avoidance of doubt, if the Customer owes \$120,000.00 and has a Credit Limit of \$100,000.00 and the Company is scheduled to perform further Works valued at \$40,000.00, the Customer must pay \$60,000.00 (not merely the \$20,000.00 excess) before the Company is obliged to attend Site.
- 6.5 Where the Company suspends performance of the Works or declines to attend Site by reason of the Customer's failure to pay or to pay down the outstanding balance to within the Credit Limit, any delay arising from such suspension shall constitute a Delay Event caused by the Customer's default. In such circumstances:
- (a) the Company shall not be liable to the Customer for any Liquidated Damages, delay penalties or any other damages arising from the period of suspension; and
 - (b) any contractual deadline, programme date or completion milestone that is affected by the suspension shall be automatically extended by the period of the suspension plus a reasonable mobilisation period.
- 6.6 Interest will accrue on all overdue invoices from the date payment was due until the date of actual payment, at the rate prescribed by section 2 of the Penalty Interest Rates Act 1983 (Vic) from time to time, compounding monthly. Interest shall accrue both before and after any judgment.
- 6.7 The Customer shall pay all reasonable costs incurred by the Company in recovering any overdue amounts, including legal costs on a solicitor-and-own-client basis, debt collection agency fees and disbursements.
- 6.8 The Company may charge a call-out fee of \$350.00 plus GST per installer per hour (or part thereof) in the circumstances described in clause 8.2 (Lost Time on Site).
- 6.9 Payment may be made by electronic funds transfer (EFT), bank cheque or any other method agreed in writing. Credit card payments may attract a surcharge of up to 2.0% of the transaction amount. The Company does not accept cash payments for Works valued in excess of \$10,000.00.

7. DELIVERY AND COMMENCEMENT OF WORKS

- 7.1 The Company will use its reasonable endeavours to commence and complete the Works within the timeframes indicated in the Quote or otherwise agreed between the parties in writing. Any such timeframes are estimates only and are not guaranteed unless the parties have expressly agreed to fixed dates in a written agreement signed by both parties.
- 7.2 The Customer must:
- (a) provide the Company with all information, plans, specifications, drawings and other documentation reasonably necessary to enable the Company to perform the Works;
 - (b) ensure the Site is ready, accessible, and in a suitable condition to permit the Company to commence the Works on the agreed date;
 - (c) ensure that all preceding trades and works (including structural elements upon which the Works depend) have

been completed to a standard that allows the Company to safely and practically perform the Works;

- (d) notify the Company promptly in writing when the Site is ready for a Site Inspection and when the Site is ready for the commencement of installation; and
- (e) ensure all safety provisions (including scaffolding, edge protection, guardrails, harness anchor points and any other OHS-compliant requirements) are in place prior to the Company attending Site, unless the Company has expressly agreed to supply such provisions in the Quote.

7.3 The scheduled Commencement Date and any completion date shall be automatically extended by such period as is reasonable to account for any Delay Event, including:

- (a) any failure by the Customer to comply with clause 7.2;
- (b) failure by the Customer to pay any deposit or progress payment when due;
- (c) any direction by the Customer to delay or suspend the Works;
- (d) any Latent Condition or Required Variation;
- (e) any Force Majeure Event; or
- (f) any other act or omission of the Customer, its agents or other trades that prevents or delays the Company from performing the Works.

7.4 Where the Company cannot perform the Works on a scheduled date due to a Delay Event caused by the Customer or any third party engaged by the Customer, the Company will not be liable for any Liquidated Damages, delay penalties or any other damages arising from that delay. The Customer acknowledges that time extensions and any resultant costs associated with a Delay Event will be borne by the Customer.

7.5 Where the Company is unable to perform the Works due to a Delay Event caused by the Customer (including, without limitation, because the structural elements upon which the Works are to be installed have not been constructed), the Company will endeavour to provide the Customer with written notification of the delay as soon as practicable. For the avoidance of doubt, the Company's failure to provide written notice shall not of itself render the Company liable for any resulting delay or associated claim.

7.6 The Works shall be deemed completed when:

- (a) all items specified in the Quote have been supplied and installed in accordance with the agreed specifications; or
- (b) where a building permit is required, the Company has obtained (or the Customer has provided) a copy of the occupancy permit or certificate of final inspection, as applicable under the Building Act.

7.7 The Company reserves the right to withhold the provision of any completion certificate, compliance certificate or certification document until all outstanding amounts payable to the Company under the Contract have been paid in full.

7.8 Where Materials are supplied by the Company without installation services:

- (a) delivery shall be deemed complete upon collection by the Customer, delivery to the Customer's nominated address or delivery to a carrier nominated by the Customer.
- (b) Risk in the Materials shall pass to the Customer immediately upon delivery.
- (c) The Customer shall be responsible for the storage, handling, transportation, installation and protection of the Materials following delivery.
- (d) The Company shall not be liable for any loss, theft, damage or deterioration occurring after delivery.
- (e) The Customer shall inspect the Materials immediately upon delivery and notify the Company of any alleged defect, shortage or damage within forty-eight (48) hours.

7.9 Where Materials are collected by the Customer or a carrier engaged by the Customer, the provisions of this clause apply:

- (a) From time to time, employees of the Company may assist the Customer in loading Materials onto the Customer's vehicle, trailer or other mode of transportation.
- (b) The Company shall not secure, strap, tie down or otherwise restrain Materials on behalf of the Customer.
- (c) The Customer shall be solely responsible for ensuring that Materials are properly loaded, secured and transported in accordance with all applicable laws and regulations.

- (d) The Customer indemnifies and shall keep indemnified the Company against any claim, loss, damage, liability, cost or expense arising from or connected with the loading, securing or transportation of Materials following collection or delivery.

8. LOST TIME ON SITE AND FAILED SITE ATTENDANCES

- 8.1 A significant component of the Company's operational costs relates to the deployment of installation crews and equipment to Sites. Where the Company attends a Site in response to a request from the Customer (or the Customer's builder, principal contractor or agent) and is unable to perform any Works due to causes not attributable to the Company, the Customer agrees to compensate the Company for the lost time.
- 8.2 Without limiting clause 8.1, compensation is payable at the rate of \$350.00 plus GST per installer per hour (or part thereof) for all time that the Company's personnel are on Site and unable to work, where the inability to work is caused by:
 - (a) the Site not being ready for installation (including because preceding trades have not completed their work);
 - (b) the Site not being accessible;
 - (c) the required Access Equipment or safety provisions not having been installed or provided;
 - (d) the structural fixing surfaces or other prerequisites for the Works not being complete or adequate;
 - (e) incorrect or misleading information having been provided to the Company regarding site readiness; or
 - (f) any other act, omission or failure on the part of the Customer, the Customer's principal contractor, builder or other trades.
- 8.3 Lost time compensation is payable from the time the Company's personnel arrive at the Site until such time as they depart, regardless of whether any Works are ultimately performed. The Company will issue an invoice for lost time compensation and such invoice shall be payable within the agreed upon payment timeframe applicable to the Customer's account or as otherwise specified in the Quote.

9. CUSTOMER RESPONSIBILITIES AND SITE OBLIGATIONS

- 9.1 The Customer is solely responsible for ensuring that the Site and all activities at the Site comply with all applicable OHS Laws and any other relevant safety legislation, regulations, codes of practice and standards for the duration of the Works.
- 9.2 The Customer is responsible for:
 - (a) the removal and disposal of all rubbish, off-cuts and waste generated at the Site, other than any waste expressly agreed to be removed by the Company in the Quote;
 - (b) obtaining and paying for all necessary permits, licences, approvals and consents required to facilitate the installation of the Materials and the performance of the Works; and
 - (c) ensuring that structural fixing surfaces are of adequate strength and integrity to support the Works, and that the structural adequacy of all fixing points has been confirmed by the Customer's building designer, structural engineer or other qualified professional prior to the Company commencing installation.
- 9.3 The Customer must not direct or permit any person to interfere with, alter, modify or add to the Works without the prior written consent of the Company.

10. RISK

- 10.1 Risk in all Materials passes to the Customer upon delivery of the Materials to the Site, regardless of whether legal title in the Materials has passed in accordance with clause 14.
- 10.2 The Company is not liable for any damage, loss or deterioration of Materials or Works caused by or arising from:
 - (a) acts or omissions of the Customer, the Customer's agents, builders, contractors or other trades at the Site;
 - (b) failure by the Customer to provide adequate Site security, protection or weather coverage for Materials delivered but not yet installed;
 - (c) incorrect use, misuse, over-loading, accidental damage or negligent handling of Materials or Works by any person other than the Company; or

- (d) damage arising from the actions of unrelated third parties at the Site.

- 10.3 To the maximum extent permitted by applicable law (including the ACL), the Company's aggregate liability for any claim arising under or in connection with the Contract is limited to the lesser of:
 - (a) the cost of repairing or replacing the defective Works or Materials; or
 - (b) the Price paid by the Customer for the relevant portion of the Works.
- 10.4 To the maximum extent permitted by applicable law, the Company excludes all liability for Consequential Loss howsoever caused, whether arising in contract, tort (including negligence), statute or otherwise. Nothing in this clause limits any rights the Customer may have under the ACL in respect of consumer guarantees.

11. WATER DAMAGE AND WATERPROOFING

- 11.1 The Company will not be liable for any water damage, water ingress, dampness, mould, corrosion or any other consequence of water penetration arising in connection with the Works, including:
 - (a) water damage occurring after the installation of the Works; or
 - (b) water damage arising from the penetration of any Waterproofing membrane that the Company penetrates in the course of performing the Works.
- 11.2 It is the Customer's sole responsibility to ensure that:
 - (a) all required Waterproofing is applied, installed and certified at the appropriate stage of construction;
 - (b) any Waterproofing that is penetrated by the Company in the course of installing the Works is reinstated, made good and re-certified by a qualified Waterproofing contractor at the Customer's expense; and
 - (c) the sequencing of Waterproofing works around the Company's installation is properly managed by the Customer or the Customer's principal contractor.
- 11.3 The Company will not be held liable for any water damage, structural damage, property damage or personal injury resulting from the failure of any Waterproofing, whether present prior to, during or after the installation of the Works, over any period of time, including the lifetime of the Materials.

12. STRUCTURAL REQUIREMENTS AND FIXING SURFACES

- 12.1 The Company will make all reasonable efforts to identify structural deficiencies at the Site at the time of the Site Inspection. However, the Company does not assume responsibility for the structural adequacy of any surface or substrate into which its Materials are fixed, and the Customer must ensure that:
 - (a) all structural fixing surfaces are of adequate design, construction and strength for the purpose of supporting the Works;
 - (b) the adequacy of the structural substrate is confirmed in writing by the Customer's building designer, structural engineer or other suitably qualified professional; and
 - (c) any additional structural supports or fixing systems identified by the Company (whether at the Site Inspection or during installation) as necessary for the safe installation of the Works are provided and installed at the Customer's expense before the Company proceeds.
- 12.2 The Company reserves the right to determine the final installation method to be used, based on the structural conditions encountered at the Site. The Company's determination of the installation method shall not constitute an acceptance of responsibility for the structural adequacy of the fixing surface.
- 12.3 Where the Company identifies, at any point during the Works, that the structural substrate is inadequate to safely support the Works, the Company may suspend the Works and issue a Required Variation in accordance with clause 5. The Company will not be liable for any delay arising from such a suspension.

13. SURPLUS MATERIALS AND DEMOLISHED ITEMS

- 13.1 Unless otherwise expressly agreed in the Quote:
 - (a) the Company will use only new and suitable Materials in the performance of the Works;

- (b) any demolished, removed or superseded materials remain the property of the Customer and will not be removed from the Site by the Company; and
- (c) any Materials brought to the Site by the Company that remain surplus to requirements (and which have not been installed or specifically fabricated for the Works) remain the property of the Company and will be removed by the Company on or before completion of the Works.

14. RETENTION OF TITLE AND REPOSSESSION

- 14.1 Legal title to all Materials supplied by the Company remains vested in the Company until the Customer has paid all amounts owing to the Company in full (including the Price, any Variations, interest, costs and disbursements). Until payment in full is received, the Customer holds the Materials as bailee for the Company and must not deal with, encumber or dispose of the Materials in any way inconsistent with the Company's ownership.
- 14.2 In the event of any default by the Customer under clause 6 (including non-payment of any invoice when due), or in the event of the insolvency or administration of the Customer, the Company is entitled to enter upon the Site or any other premises where the Materials are located, at any time (including outside ordinary business hours) and without any obligation to give the Customer prior notice of the time at which removal will occur, to repossess and remove the Materials. By accepting these Terms, the Customer irrevocably grants the Company (and its authorised representatives) a licence to enter such premises for this purpose.
- 14.3 The Company acknowledges that in repossessing Materials that have been fixed or installed, some incidental damage to the Customer's property may be unavoidable. The Company and its personnel will exercise all reasonable care to minimise any damage in the course of repossession. Notwithstanding this:
 - (a) the Company will not be liable to the Customer for any damage to property at the Site (including any water damage, or damage to or penetration of any Waterproofing) reasonably caused in the course of repossession of Materials to which the Company holds title; and
 - (b) once the Company's personnel depart the Site with the repossessed Materials, the Company is not liable for any subsequent damage to the Site, the building or the surrounding property arising from the absence of those Materials or the condition in which the installation area is left.
- 14.4 The Customer acknowledges that entry by the Company onto the Site for the purposes of repossession pursuant to clause 14.2 is not trespass, and the Customer must not prevent, obstruct or take any action to hinder the Company from exercising its rights under this clause. Where the Customer prevents or obstructs the Company from exercising its repossession rights, the Company reserves all rights at law, including the right to seek urgent injunctive relief and/or damages.
- 14.5 The Customer acknowledges that the Company holds a Purchase Money Security Interest in the Materials for the purposes of the PPSA, and that the Company may register that interest on the Personal Property Securities Register. Costs of registration shall be payable by the Customer.
- 14.6 Where Materials supplied by the Company have been installed, affixed or incorporated into any premises known to the Company, and the Customer defaults in payment, the Customer irrevocably authorises the Company and its authorised representatives to enter those premises for the purpose of locating, identifying, recovering, repossessing and removing the Materials.
- 14.7 The Company may exercise its rights under clause 14.6 whether the Materials were installed by the Company, the Customer or any third party.
- 14.8 The Customer acknowledges that:
 - (a) the exercise by the Company of its rights under clauses 14.6 and 14.7 does not constitute trespass or conversion;
 - (b) some incidental damage to property may be unavoidable in the course of recovering Materials that have been installed, affixed or incorporated into premises; and

- (c) the Company shall not be liable for any damage reasonably arising from the exercise of its rights under clauses 14.6 and 14.7.

- 14.9 The Customer indemnifies and shall keep indemnified the Company against any claim, loss, liability, cost or expense arising from or connected with the exercise of the Company's rights under clauses 14.6 and 14.7, except to the extent caused by the Company's negligence.

- 14.10 Following the removal of any Materials under this clause 14, the Company may provide the Customer with written notice that the Materials have been removed and identifying any rectification, make-safe or make-good works required at the Site (including any reinstatement of Waterproofing). The Customer must carry out such works promptly and at its own cost. The giving of such notice (or any failure to give it) is not, and must not be treated as, an admission of liability by the Company, and the Company is under no obligation to notify the Customer before removal occurs.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 If the Customer fails to pay any amount when due, commits a breach of any other obligation under the Contract and fails to remedy that breach within fourteen (14) Business Days of written notice from the Company, or becomes insolvent:
 - (a) all amounts outstanding (whether or not presently due) immediately become due and payable;
 - (b) the Company may (without further notice) suspend all Works and withhold further supply of Materials;
 - (c) the Company may terminate the Contract and exercise its rights under clause 14; and/or
 - (d) the Company may pursue any other remedy available to it under these Terms, the Security of Payments Act, the PPSA or at law or in equity.
- 15.2 The Company's right to suspend the Works or decline to return to Site by reason of the Customer's default shall not expose the Company to any claim for Liquidated Damages, delay penalties or any other damages or penalties under the Contract or any related building contract. The Customer will be taken to have irrevocably waived any such claim against the Company to the extent it arises from a default by the Customer.
- 15.3 In the event of the appointment of a receiver, manager, voluntary administrator, liquidator or similar officer over the Customer or any of its assets, all amounts owing to the Company shall immediately become due and payable and the Company shall have the right to immediately repossess the Materials pursuant to clause 14.

16. CANCELLATION

- 16.1 The Company may cancel the Contract at any time by written notice to the Customer if the Company reasonably determines (in its sole discretion) that:
 - (a) the Works cannot be safely or lawfully performed at the Site, or would require the Company to contravene any applicable law or regulation;
 - (b) the time available for the completion of the Works is inadequate, having regard to the scope of the Works and the Company's other commitments;
 - (c) the Customer fails to provide a deposit or progress payment as required; or
 - (d) the Customer's credit worthiness is inadequate, including as identified through a credit check.
- 16.2 Where the Company cancels pursuant to clause 16.1, the Company will refund to the Customer any amounts paid in respect of Works not yet commenced, but will retain (and the Customer must pay) all costs and expenses reasonably incurred by the Company up to the date of cancellation, including any Materials ordered, fabrication commenced or other preparatory works. The Company will not be liable for any loss, damage, delay or Consequential Loss arising from such cancellation, provided the Company was not grossly negligent.
- 16.3 The Customer may not cancel the Contract after the Company has taken steps to perform the Works (including but not limited to ordering Materials, commencing fabrication, or deploying a crew to the Site) without the Company's prior written consent. Where the Company consents to cancellation, the Customer must pay:

- (a) all costs incurred by the Company up to the date of cancellation, including the cost of any Materials ordered or fabricated; and
- (b) a reasonable cancellation fee as determined by the Company, reflecting the loss of business opportunity and administrative costs.

17. LIQUIDATED DAMAGES

- 17.1 The Company is not a party to any building contract or project agreement between the Customer and any third party. The Company does not accept liability for Liquidated Damages imposed on the Customer by any third party under any such building contract or project agreement.
- 17.2 Unless separately agreed in writing by a director of the Company, the Company will not accept, recognise or honour any claim for Liquidated Damages made against the Company arising from any delay to the Works, regardless of whether a contractual programme or schedule has been provided to the Company.
- 17.3 Where the Customer purports to impose Liquidated Damages on the Company, the Customer must demonstrate that:
 - (a) the delay was caused solely by the Company's fault;
 - (b) the relevant programme or schedule was expressly accepted in writing by a director of the Company; and
 - (c) the Company was not prevented from meeting that schedule by a Delay Event.
- 17.4 The Company reserves the right to levy its own claim for costs, loss of profit and damages (including Liquidated Damages where agreed) against the Customer where the Customer cancels, postpones or delays the Works after the Company has mobilised a crew, pre-ordered Materials or taken other preparatory steps in anticipation of performing the Works.

18. WARRANTIES

- 18.1 Nothing in these Terms is intended to exclude, restrict or modify any rights the Customer may have under the ACL, including any consumer guarantees that cannot be excluded by law.
- 18.2 Subject to clauses 18.3 and 18.4, the Company warrants that:
 - (a) the Works will be performed with reasonable care and skill, and in a proper and workmanlike manner;
 - (b) the Materials supplied will be new and suitable for their intended purpose (unless otherwise expressly agreed);
 - (c) the Works will be performed in accordance with all applicable laws and regulations (including the Building Act); and
 - (d) where the Quote specifies a particular purpose or result to be achieved by the Works, the Works and Materials will be reasonably fit for that purpose or likely to achieve that result.
- 18.3 The Company's warranty under clause 18.2 does not extend to, and the Company is not liable for, any defect or damage to the extent attributable to:
 - (a) movement or subsidence of the building structure, land or substrate after installation;
 - (b) glass breakage occurring other than in the circumstances described in clause 18.5;
 - (c) corrosion, tarnishing or discolouration of stainless steel products arising from exposure to corrosive environments (including salt air and pool chemicals) beyond the scope reasonably anticipated in the Quote;
 - (d) damage caused by the actions, omissions or negligence of the Customer, the Customer's agents, trades or any third party;
 - (e) damage arising from the incorrect sequencing of construction works or incorrect application of materials by others;
 - (f) damage to tiles, render, waterproofing, flooring or other finishes caused during installation, where caused by pre-existing deficiencies in those finishes or by the unavoidable requirements of the installation method;
 - (g) any modification, alteration or repair to the Works carried out without the Company's prior written consent;
 - (h) failure by the Customer to properly maintain the Works or to follow the Company's care and maintenance instructions;

- (i) fair wear and tear, UV degradation (beyond the product's expected service life), or acts of God; or
- (j) any hardware items (including hinges, locks, bolts, latches and other fixing hardware) not manufactured by the Company, which items will be subject to the original manufacturer's warranty.

- 18.4 Extended and builder warranties do not extend to hardware items or consumables not manufactured by the Company.
- 18.5 Toughened glass is susceptible to spontaneous fracture caused by naturally occurring nickel sulphide (NiS) inclusions formed during the manufacturing process. Because it is not practicable to determine whether a fracture is attributable to this cause, the Company warrants toughened glass only against spontaneous fracture for a period of six (6) months from the date of installation. Beyond this period, the Company is not liable for any fracture that cannot be demonstrated to be caused by defective workmanship by the Company.
- 18.6 The Company's extended warranty terms are set out in the separate Warranty Document provided with these Terms, which forms part of these Terms and governs the duration and scope of the Company's product and workmanship warranty.

19. INTELLECTUAL PROPERTY

- 19.1 All Intellectual Property Rights in any designs, drawings, plans, specifications, Shop Drawings, manufacturing processes, methods, systems and documentation prepared or developed by the Company in connection with the Works remain vested in the Company. The Customer is granted a non-exclusive, non-transferable licence to use such documents solely for the purpose of enjoying the benefit of the Works.
- 19.2 If the Customer provides the Company with any design, drawing, specification or instruction for incorporation into the Works, the Customer warrants that such material does not infringe any third party's Intellectual Property Rights and indemnifies the Company against all claims, costs and liabilities arising from any such infringement.
- 19.3 The Customer must not reproduce, copy, reverse-engineer or disclose any design, process or manufacturing know-how of the Company without the Company's prior written consent.

20. PRIVACY

- 20.1 The Company collects and holds personal information about the Customer and its representatives for the purposes of providing the Works, managing the Customer's account and, where the Customer has consented, for marketing purposes. The Company handles all personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- 20.2 The Customer authorises the Company to:
 - (a) obtain a credit report or credit information from a credit reporting agency in respect of the Customer; and
 - (b) exchange information about the Customer's credit status with other credit providers for the purposes of assessing creditworthiness, notifying defaults and managing the Customer's account.
- 20.3 The Customer consents to the Company providing a consumer credit report to a credit reporting agency in accordance with section 18K(1)(h) of the Privacy Act 1988 (Cth), for the purpose of collecting overdue payments.

21. FORCE MAJEURE

- 21.1 The Company is not liable for any delay in or failure to perform the Works where such delay or failure results from a Force Majeure Event. A Force Majeure Event includes any event beyond the Company's reasonable control, including (without limitation) any act of God, war, terrorism, riot, civil commotion, fire, flood, storm, earthquake, explosion, sabotage, pandemic, epidemic, government action, change in law, trade embargo, industrial action, labour dispute, or failure of a third-party supplier or subcontractor.
- 21.2 Upon the occurrence of a Force Majeure Event, the Company will provide written notice to the Customer as soon as reasonably practicable. The Company's obligations under the Contract will be suspended for the duration of the Force Majeure Event.
- 21.3 If a Force Majeure Event continues for a period exceeding three (3) months, either party may terminate the Contract by providing written notice to the other party. Neither party will be

liable to the other for any loss or damage resulting from such termination, except that the Customer must pay for all Works performed prior to the date of termination.

22. SECURITY OF PAYMENT

- 22.1 Nothing in these Terms is intended to exclude the operation of the Security of Payments Act, to the extent it applies to the Works. The Company reserves all rights under the Security of Payments Act, including the right to serve a payment claim and to recover progress payments as a debt.
- 22.2 Where there is any inconsistency between these Terms and the Security of Payments Act, the Security of Payments Act will prevail to the extent of the inconsistency.

23. GENERAL PROVISIONS

- 23.1 Governing Law: These Terms and the Contract are governed by and construed in accordance with the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 23.2 Severability: If any provision of these Terms is found to be invalid, void, illegal or unenforceable, that provision is to be severed and the remaining provisions continue in full force and effect.
- 23.3 Waiver: Failure by the Company to enforce any provision of these Terms at any time does not constitute a waiver of the Company's right to enforce that provision in the future.
- 23.4 Set-Off: The Customer must not set off any amount the Customer claims is owed by the Company against any amounts owing to the Company under the Contract, unless the Company has consented to such set-off in writing.
- 23.5 Entire Agreement: These Terms, together with the Quote and any document expressly incorporated by reference, constitute the entire agreement between the parties with respect to the Works and supersede all prior representations, negotiations, understandings and agreements, whether oral or written.
- 23.6 Notices: All notices must be in writing and delivered to the party's address or email address as set out in the Quote (or as otherwise notified) by hand, registered post or email. Notices sent by email will be taken to be received at the time of transmission (provided no delivery failure notice is received).
- 23.7 Assignment: The Customer must not assign or transfer any of its rights or obligations under the Contract without the prior written consent of the Company. The Company may assign or novate its rights and obligations under the Contract to any related body corporate (as defined in the Corporations Act 2001 (Cth)) without the Customer's consent.

24. SUPPLY-ONLY SERVICE AND ON-SITE ADVISORY

- 24.1 The Company may, in its discretion, agree to supply Materials on a supply-only basis (that is, without installation) to a Customer (whether a trade or non-trade customer) who wishes to install, or to arrange for the installation of, the Materials itself. Where Materials are supplied on a supply-only basis, delivery and the passing of risk are governed by clause 7.8 and clause 10.
- 24.2 Materials supplied on a supply-only basis are priced above the Company's standard retail price. The Customer acknowledges that this premium reflects that the Company is supplying a manufactured or assembled product (and not merely components or parts off the shelf) and may, where requested, provide on-site advisory support under clause 24.3. The applicable Price will be set out in the Quote.
- 24.3 At the Customer's request and for a fee notified by the Company, an installer or representative of the Company may attend the Site to provide general verbal guidance on the installation of the Materials. For the avoidance of doubt: (a) the Company's representative will not carry out, participate in, supervise or complete any part of the installation; (b) any documentation provided will be limited to a basic indicative diagram (such as a mud map showing post positions or similar); and (c) the Company does not provide, and is not obliged to provide, any formal installation manual or instructions.
- 24.4 Any advice or guidance provided under clause 24.3 is general in nature only. The Company gives no warranty in respect of that advice and accepts no liability for the installation of the Materials, whether carried out by the Customer or by the Customer's contractor, or for any loss, damage, defect, injury,

death or non-compliance arising from or in connection with that installation.

- 24.5 The Customer acknowledges and agrees that it relies on any advice or guidance provided under clause 24.3 at its own risk, that it remains solely responsible for the installation of the Materials, and that it is responsible for obtaining all engineering, certification, compliance and regulatory approvals required for the Materials and their installation. Clause 3.8 applies to all Materials supplied on a supply-only basis.

SCHEDULE 1: LIMITED WARRANTY

BLUE CROC PTY LTD (ACN 668 111 868)

Capitalised terms in this Schedule have the same meaning as in the Commercial Terms and Conditions of Trade to which this Schedule is attached.

1. What This Warranty Covers

Blue Croc Pty Ltd warrants the Works against defects in Materials and workmanship for a period of seven (7) years from the earlier of:

- the date of issue of a certificate certifying completion of the Works; or
- the date of issue of the final invoice for the Works.

2. What This Warranty Does Not Cover

This limited warranty does not apply to:

- any Materials not manufactured by the Company, including (without limitation) locks, hinges, latches, bolts, automated gate motors, intercom components or other hardware and fixing products sourced from third-party manufacturers (which items will be subject to the relevant manufacturer's own warranty);
- any Works that have been repaired, modified, altered or overhauled by any person other than the Company or its authorised agents, without the Company's prior written consent;
- damage arising from the Customer's failure to use or maintain the Works in accordance with the Company's care and maintenance guidelines;
- damage arising from the installation of accessories or attachments by persons not authorised by the Company;
- fair wear and tear, accidental damage, vandalism, or acts of God;
- toughened glass spontaneous fracture occurring more than six (6) months after installation (refer to clause 18.5 of the Terms); or
- any damage caused by exposure to corrosive environments (including salt air, chlorinated water, pool chemicals, acid wash or similar), unless the product was specifically specified for use in such an environment.

3. Customer Responsibilities Under This Warranty

To maintain the benefit of this warranty, the Customer must:

- use and maintain the Works strictly in accordance with any maintenance, cleaning and care instructions provided by the Company;
- notify the Company promptly in writing (within seven (7) days of becoming aware) of any defect or failure; and
- not attempt to repair or remedy any defect themselves. Any repair or modification carried out without the Company's prior written consent will void this warranty in its entirety.

4. How to Make a Warranty Claim

All warranty claims must be submitted in writing to the Company at:

Blue Croc Pty Ltd Level 2, 428 Little Bourke Street, Melbourne VIC 3000 or by email to the Company's current warranty correspondence address as published on the Company's website.

The claim must include proof of purchase and a description of the alleged defect. The Company (or its authorised service representative) will inspect the Works within fourteen (14) days of receiving the claim and determine whether the claim is valid.

5. How the Company Will Honour a Valid Warranty Claim

If a warranty claim is determined to be valid, the Company will, at its election:

- repair the defective Works; or
- replace the defective Works with a product of equivalent or superior function and quality.

Where a component is replaced, the replacement becomes the Customer's property and the defective component becomes the Company's property. This warranty only covers the cost of repair or replacement of the defective Works. Any other costs (including call-out fees for claims determined to be outside the warranty) are not covered.

6. General Warranty Provisions

No dealer, distributor or agent of the Company has authority to alter or extend the terms of this warranty. This warranty is provided in addition to, and does not limit, the Customer's rights under the ACL. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty is provided by:

Blue Croc Pty Ltd | ACN 668 111 868 | ABN 33 668 111 868 of 31
PROGRESS STREET MORNINGTON VIC 3931

END OF TERMS AND CONDITIONS OF TRADE