

Terms of Warranty

PRIME COMPOSITES AUSTRALIA Pty Ltd

1. WARRANTY

- 1.1 Prime Composites Australia (**PCA**) warrants to the Customer that the manufactured floodgate and Access Cover product line (the **Goods**) are reasonably fit for the purpose described in the PCA catalogue (the **Catalogue**) and free of defects (the **Warranty**).
- (a) Subject to the conditions at **Clause 1.1(b) and (c)**, if a defective product (**Product**) does not conform with the Warranty in **Clause 1.1**, PCA shall at its sole option:
- (i) repair or replace such Product (or the defective part); or
 - (ii) refund the price of such Product provided that, if PCA so requests, the Customer shall return the Product or the part of such Product which is defective to PCA.
- (b) Subject to the provisions of **Clause 1.1(c)**, PCA will only be required to repair, replace or refund the price of a Product if:
- (i) if the Customer gives written notice of the Product's defect (the **Defect**) to PCA within:
 - (1) 10 business days of delivery from PCA, or any authorised distributor, to the Customer, if the defect is a result of damage in transit by the carrier; or
 - (2) the earlier of:
 - (I) 10 business days of discovery by the Customer if discovered within twelve (12) months of installation; and
 - (II) 10 business days of discovery by the Customer if discovered within 15 months from the date of delivery from PCA, or any authorised distributor, to the Customer;
 - (ii) PCA is given a reasonable opportunity after receiving the notice to examine such Defect; and
 - (iii) at PCA's request, the Customer has returned such Product to PCA's place of business for examination.
- (c) PCA shall not be required to replace or repair a Product, and the Warranty shall not apply, if:
- (i) the Customer continues to use the Product after giving notice pursuant to **Clause 1.1(b)(i)**;
 - (ii) the Defect arises because the Customer did not follow PCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product;
 - (iii) the Customer alters the Product; or

(iv) the Defect arises from:

- (1) improper adjustment, calibration or operation by the Customer;
- (2) the use of accessories, fixtures or other attachments to the Products which were not approved in writing by PCA as being appropriate for use with the Product;
- (3) any contamination or leakages caused or induced by the Customer;
- (4) any modifications of the Product which were not authorised in writing by PCA;
- (5) any misuse of the Product by the Customer or anyone for whom the Customer has legal responsibility (including a minor);
- (6) any use or operation of the Product outside of the physical, electrical or environmental specifications of the Product;
- (7) inadequate or incorrect site preparation; or
- (8) inadequate or improper maintenance of the Product.

1.2 The Customer shall be responsible for the costs of delivering the Product to PCA; however, if it is determined that the Product is subject to Warranty, then PCA will reimburse the Customer the lesser of the Customer's costs or the cost of standard Australian parcel post for delivery, provided request is made by the Customer within 10 days of notice by PCA that it is processing a valid Warranty claim by the Customer, and the Customer provides written evidence of its costs.

1.3 If the Goods delivered are not what the Customer ordered or of an incorrect quantity, PCA shall have no liability to the Customer unless the Customer uses reasonable efforts to notify PCA in writing at PCA's contact address of the problem within 10 business days of the delivery of the Goods from PCA, or any authorised distributor, to the Customer.

1.4 If an order is scheduled to be delivered but such order is not received by the Customer, the Customer must notify PCA within 30 business days of the date on which the delivery was scheduled to occur (the **Scheduled Delivery Date**):

- (a) In the event the order is not received, and the Customer does not notify PCA within 30 days of the Scheduled Delivery Date, no liability or obligation of any sort shall arise on the part of PCA to the Customer for any direct or indirect loss or damage;
- (b) In the event the order is not received, and the Customer notifies PCA within 30 days of the Scheduled Delivery Date, the Customer's remedies shall be strictly limited to either delivery of such Goods or refund of monies with selection of such relief to be at the sole discretion of PCA and PCA shall be not otherwise be liable for any direct or indirect loss or damage to the Customer.

- (c) The Customer acknowledges that delivery dates are estimates only and PCA accepts no liability for delays in delivery that are up to 30 days in duration.
- 1.5 The Customer acknowledges that, except where provided in these Terms of Warranty or otherwise required by law (including, if applicable, the *Competition and Consumer Act 2010* (Cth)), PCA is not liable for any cost, expenses, loss or damage of whatsoever nature, whether direct, indirect or consequential.
- 1.6 If any term of these Terms of Warranty is determined by a court to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

2. TRANSFER OF TITLE

- 2.1 The Customer (Grantor) grants a security interest in the Goods (**Collateral**) to PCA (Secured Party) to secure payment of the purchase amount (**Secured Money**) on the Personal Property Security Interest Registrar (**Security Interest**), which authority shall be continuing until the Secured Money and reasonable costs incurred in recovering the Secured Money and/or exercising its rights under the Security Interest (**Total Secured Money**) are paid in full.
- 2.2 The Grantor must not do, or agree to do, any of the following unless it has fully paid the Total Secured Money to the Secured Party: create or allow another interest in the Collateral, or dispose of, or part with possession, of the Collateral. The Grantor's obligation is not extinguished despite a delay in issuing a Validation Statement following registration.
- 2.3 If the Collateral is dealt with or disposed of in a manner in contravention to the Security Interest terms above shown, then the Secured Party shall be at liberty to exercise to the fullest extent all rights, powers or remedies allowed under the *Personal Property Security Interest 2009* (Cth) and *Personal Property Securities Regulations 2010* (Cth), without obligation to provide notice to the Grantor.
- 2.4 The Customer shall be liable for the costs of preparing, stamping, registering or perfecting title or registration of the Security, in the event of a default by the Customer to pay the Secured Money in accordance with any credit term offered, and these costs are payable on demand by PCA.

3. RETURN/CANCELLATION POLICY

- 3.1 The Customer acknowledges the uniqueness of the Goods manufactured by PCA and recognises that no refunds or cancellations of orders shall be permitted.

4. JURISDICTION

- 4.1 These Terms of Warranty shall be deemed to have been agreed to in the State of Queensland and the Customer agrees to submit to the exclusive jurisdiction of the courts of that State.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Customer acknowledges that except for the representations and warranties recorded in these Terms of Warranty, PCA has not made any other representations or warranties regarding the Goods or any matter which is or might be relevant to the Customer buying or selling the Goods.

6. DISCLAIMER

- 6.1 Whilst all care is taken in the preparation of the Catalogue, PCA will not be responsible for any errors or omissions contained within the Catalogue.