

LDR Industries Pty Ltd Website Terms and Conditions and Privacy Statement

The following Terms and Conditions apply to all users of the DLR website and by using the website you are deemed to have read and accepted these Terms and Conditions:

Definitions and Interpretation

To avoid doubt the following definitions apply to these website Terms and Conditions:

LDR and/or LDR's mean LDR Industries Pty Ltd and/or its predecessor, LDR Industries;

Products and/or Services mean all goods, products, plans, designs, drawings and services mentioned on this website;

Terms means this Website's Terms and Conditions;

The word **you** means the person accessing or using this website and "your" has the same meaning.

1. Introduction: the basics

- 1.1 These website Terms govern the use of the entire website and by viewing or using the website you agree to accept all the obligations contained herein. We recommend that you read them carefully and print a copy for future reference;
- 1.2 This website is for your convenience only and all references to services and products are outlines only and do not constitute or purport to be offers unless stated otherwise;
- 1.3 When accessing the LDR website you submit to the exclusive jurisdiction of the Laws of Australia under the jurisdiction of the courts and tribunals of Queensland.

2. Intellectual Property

- 2.1 Subject to the provisions contained in these Terms LDR grants you a viewing license only and you are only permitted to use the website contents for study and general information purposes;
- 2.2 Unless previously agreed in writing by LDR using any information contained in this website for any commercial purposes whatsoever is strictly forbidden including, but not limited to, plagiarism, copying and or using any plans, drawings, information, the publishing of any website contents in any form of media, data mining/harvesting/extraction, selling or otherwise using the contents for any commercial, manufacturing or other non-study purposes;
- 2.3 In the course of business between LDR and you LDR may be required to divulge confidential intellectual property information including, but not limited to, drawings, designs, specifications, production methods, trade secrets and any other confidential information and LDR asserts its moral and legal rights to all its intellectual property;
- 2.4 LDR's intellectual property includes, without limitation, all images, logos, text, audio, video, film, visual aids, educational material, artwork, photographs, movies and all other website content and features developed by LDR or developed on LDR's behalf;
- 2.5 You must not divulge any of LDR's confidential information to any other parties without the prior written consent of LDR being obtained beforehand which LDR is not obliged to provide.

3. Warranty and Liability Limitations

- 3.1 LDR does not offer any warranties whatsoever on the accuracy or otherwise of material contained in this website and all such content is on an as-is where-is basis;
- 3.2 Under no circumstances whatsoever shall any website content be regarded as or construed to be advice or consultation and LDR accepts no liability for you using the contents for decision making or for any other purposes unless and until full consultation between you and LDR has been undertaken and a formal proposal has been submitted by LDR and accepted by you;
- 3.3 From time to time this website may contain sample educational materials. All such materials are for example purposes only and under no circumstances shall they be regarded as any form of training and LDR accepts no responsibility or liability for you using such content for any purposes whatsoever apart from the purpose of basic information gathering or study;
- 3.4 All materials contained in this website are provided in good faith and based on information available at the time, some of which may have been provided by other parties. As a result, LDR does not warrant the accuracy, completeness, reliability or adequacy of any of the website's content and it is entirely your responsibility to decide whether or not to accept or use any such content for decision making or other purposes as permitted under these Terms.

4. Access and Content

- 4.1 By accessing and/or using this website you accept and acknowledge that inaccuracies, technical, typographical and other errors may occur. Because of possible errors and updating which occurs from time to time and without notice it is your sole responsibility to regularly review the website before using the content for any lawful purposes as permitted under these Terms;
- 4.2 Whilst LDR endeavours to make the website constantly available for access (routine maintenance excepted) LDR cannot guarantee that crashes, power failures or any other events will not occur and these may happen without prior notice;
- 4.3 Whilst LDR endeavours to maintain safe access LDR cannot guarantee that the website will not be attacked by viruses/cyber criminals, malware or any other penetrations which could also penetrate or damage your or other computers or interfere with or destroy any data on such computer(s).

5. Other/Third Party Website Linkages

From time to time the LDR website may contain links to third party websites and such links are provided solely as a convenience to you and not as a recommendation or endorsement by LDR. Because LDR has no control over the content of third party websites and does not endorse, sponsor or monitor such websites you access all third party websites entirely at your own risk and LDR cannot accept any responsibility or liability whatsoever for their content, security or any other aspects of those websites.

6. Privacy Act and Information Protection

LDR is committed to and bound by the Australian Privacy Principles laid down in the Privacy Act 1988 (Cth) and changes thereto and LDR shall keep all personal information provided by you strictly confidential. However, whilst LDR endeavours to protect and

keep confidential personal information provided voluntarily by you, in the event that any or all such information is accessed, stolen or otherwise compromised by third parties or malicious hack or any other attacks, without exception, then to the fullest extent permitted by law LDR shall not be liable for any loss, damage, compensation, costs, liabilities, or any other claims, alleged or otherwise made by you or by any other parties.

7. Ordering and/or purchasing services/products from this website

7.1 From time to time products and services may be offered for sale on the LDR website and if you order any such products/services all orders shall be governed by LDR's Terms and Conditions of Trade which we recommend you obtain from LDR and read;

7.2 All services/products that may be listed for sale on the LDR website or through its hyperlinks are only available to persons who are permitted to make legally binding contracts. Persons under 18 years of age, or anyone who is unable for any reason to enter into a legally binding contract must not attempt to do so and by placing an order you warrant that you are permitted to enter into a legally binding contract;

7.3 Any product/service or other information on the LDR website concerning orders and the placement thereof do not constitute an offer or acceptance of the order in any jurisdiction other than Australia and such orders are entirely subject to the Laws of Australia under the jurisdiction of the courts and tribunals of Queensland.

8. Force Majeure

LDR shall not be liable for any unavailability, delay or other happenings concerning the website or communications (or lack of) between you and LDR due to any cyber or other attacks, act of God, war, power or equipment failure, terrorism, industrial action, lack of access to premises, fire, flood, storm, tempest, earthquake, other natural disasters or any other events beyond LDR's control.

9. Indemnity

Because LDR has to rely on the professional knowledge and expertise of its suppliers in selecting products that are safe to use, any and all services and/or products ordered by you from LDR, or ordered by you through hyperlinks on the LDR website to third party websites then to the fullest extent permitted by law you hereby agree to indemnify LDR and hold LDR indemnified without exception against all actions, liabilities, proceedings, claims, full legal fees and all other costs and penalties which LDR may incur as a result of services/products ordered by you and for any damage or injury of whatever nature to any person or property caused by or connected with services/products ordered by you.

10. No Waiver

If LDR decides not to exercise any rights arising from any breach of these Terms it shall not be a waiver of any rights relating to any subsequent or other breach.

11. Notices

Notices between LDR and you are served when delivered by hand, sent by mail, document exchange, fax or email and shall be treated as given when: if delivered by hand when delivered; if sent by mail or document exchange, 48 hours after posting; if sent by fax, and/or email when the fax machine confirms transmission or when LDR's email system confirms transmission. A notice given after 5pm and/or on a day which is not a business day is treated as given on the next following business day.

12. Disputes

If a dispute arises between LDR and you and a solution thereto is contained in these Terms then such solution shall be a binding full and final settlement of the dispute. If no solution to the dispute exists in these Terms and the dispute cannot otherwise be resolved within 30 days from the date of the dispute then either party can refer the matter to an independent party or mediator. If neither party can agree on an independent party or mediator the dispute shall be referred to a mediator in accordance with the Governing Law clause in these Terms. You shall be liable for the full resolution costs and if this contravenes the Governing Law and/or any applicable legislation you and LDR will equally contribute to the resolution costs and/or otherwise comply with the law.

13. Severability

If any part of these Terms is found to be unenforceable for any reason then that part will be severed from these Terms and will not affect the enforceability of any other part of these Terms.

14. Governing Law & Changes to Terms

14.1 The laws of Australia apply to these Terms and are subject to the jurisdiction of the Courts and Tribunals of Queensland;

14.2 These Terms can only be amended by LDR;

14.3 LDR reserves the right to alter these Terms and such changes will be effective from the date and time the changes are placed on the LDR website;

14.4 LDR may assign, license or sub-contract all or any part of its rights and obligations in these Terms at any time.