

# Durabam Terms & Conditions

1. These Terms of Use are between you (“You” or “Your”) and Durabam Australia Pty Ltd, and its affiliates (“Durabam”), and consist of the most recent versions of the terms and conditions of the Terms of Use, and any other Durabam applicable policies and guidelines (all together, the “Terms”) governing the use of the Durabam Website. Any person or entity acting on Your behalf shall also be bound by these Terms and You agree to be responsible for such person’s or entity’s actions.
2. Durabam reserves the right, in its sole discretion, to change, modify, add, or remove all or part of these Terms, including but not limited to, any term, policy, or guideline, at any time without notice or acceptance by You. You can review the most current version of these Terms at any time at [www.durabam.com.au](http://www.durabam.com.au) on the “Terms” page. Regardless of whether Durabam has provided You notice, Your continued use of the Durabam Website following Durabam’s notice or posting of changed Terms will constitute Your acceptance of such changes. It is Your responsibility to check regularly for changes to the Terms.
3. By continuing to use this Website, You agree to be bound by and accept these Terms, and agree to provide true, accurate, current and complete information in any response that You provide to Durabam. You agree to maintain and update Your Information to keep it true, accurate, current, and complete. If You are dissatisfied with the Durabam Website, or any of the Terms, guidelines, policies, practices of Durabam, or if any future changes are unacceptable to You, Your sole remedy is to discontinue use of the Durabam Website.
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5. By continuing to use this Website, You agree to receive communications related to Durabam and Durabam® products (“Product Updates”). Product Updates may include information about products from Durabam’s authorized dealers, distributors or contractors, or other related products and services. You will have the opportunity to opt-out of Product Updates by clicking on unsubscribe links or by following unsubscribe instructions within the communication.
  
6. The terms of Durabam’s Privacy Policy are set forth at [www.durabam.com.au](http://www.durabam.com.au) on the privacy policy page, and are incorporated fully herein. The Privacy Policy is subject to change, and You are responsible for checking any such changes. You agree that Durabam has the right to monitor the Durabam Website electronically, from time to time, and to disclose any information necessary to satisfy any law, regulation, or other government request, to operate the Durabam Website properly, or to protect itself. If you have any questions about Durabam’s Privacy Policy, please contact Durabam at [info@durabam.com.au](mailto:info@durabam.com.au).
  
7. It is solely Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, products, services or other information, and the quality and merchantability of all merchandise provided through the Durabam Website. Descriptions of or references to products, services or publications within the Durabam Website do not imply endorsement of that product, service, or publication.
  
8. Any material, information or idea you transmit to or post on this Website by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Durabam or its affiliates for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. While using the Durabam Website, You may not:
  - a. post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation Australia and its Territories’ export control laws and regulations and federal and state antitrust laws;
  - b. post or transmit any information or software that contains a virus, Trojan Horse, worm, or other harmful component;

- c. post, publish, transmit, reproduce, distribute, or in any way exploit any information, product or other material obtained through the Durabam Website for commercial purposes (other than as expressly permitted by Durabam or the provider of such information, product or other material); or
  - d. upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Durabam Website which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or holder.
9. Upon clicking on a hyperlink button on the Durabam Website, You will leave the Durabam Website, and Durabam is expressly not responsible for the content at any hyperlinked Website. Durabam authorized dealers, distributors or contractors are independently owned and operated, and are neither affiliated with nor agents or representatives of Durabam. Durabam makes no representations or warranties as to, and accepts no duty or responsibility for, the performance, acts or omissions of such parties.
10. With respect to content on the Durabam Website or other hyperlinked Website, You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services, dealer, distributor, or contractor information, or other materials (collectively, "Content"), are the sole responsibility of the person or entity from which such Content originated. Durabam does not control the Content posted by its dealers, distributors, contractors, or agents, and as such, does not guarantee the accuracy, integrity or quality of such Content.
11. You acknowledge that Durabam does not pre-screen Content, but that Durabam and its designees shall have the right (but not the obligation) in Durabam's sole discretion to refuse or remove any Content that is made available on the Durabam Website.
12. You expressly understand and agree that the Durabam Website is provided on an "as is" and "as available" basis. Durabam expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Durabam does not warrant or represent that:
- a. any material, results, and/or data downloaded or otherwise used or obtained through the Durabam Website or other hyperlinked Website will be accurate or reliable;

- b. the quality of any products, services, information, or other material purchased or obtained by You through the Durabam Website or other hyperlinked Website will meet Your expectations;
- c. any errors, misstatements or programming defects in the Durabam Website will be corrected; or
- d. any access to the Durabam Website or information or other material accessible on the Durabam Website is free of viruses, worms, Trojan horses or other harmful elements.

Durabam assumes no responsibility for the timeliness, deletion, misdelivery, or failure to store any user communications or personalization settings.

13. You expressly agree that Your use of the Durabam Website and any material, results, information, and/or data downloaded or otherwise used or obtained through the use of the Durabam Website or other hyperlinked Website is done at Your own discretion and risk. You further agree to assume total and sole responsibility for any damages to Your computer system or loss of data that result from the download or other use of such material, results, and/or data.

14. You expressly understand and agree that Durabam and its affiliates, or other partners, agents, or contractors, shall not be liable, under any circumstances, for any direct, indirect, incidental, special, consequential, exemplary or punitive damages that result from:

- a. the use or inability to use the Durabam Website;
- b. errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Durabam Website; or
- c. Your reliance on or use of any data, information, material, or products obtained from or provided through the Durabam Website or other hyperlinked Website.

15. These Terms between You and Durabam shall be governed by the laws of the Commonwealth of Australia without regard to its conflict of law provisions. You and Durabam agree to submit to the sole and exclusive personal jurisdiction of the federal and state courts located within the Commonwealth of Australia for any dispute arising from, or related to, these Terms. The failure of Durabam to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

16. These Terms constitute the entire agreement governing the use of the Durabam Website, superseding any prior versions of the Terms. If any provision of these Terms or any incorporated documents are found by a court of competent jurisdiction to be

invalid, You and Durabam nevertheless agree that the court should endeavour to give effect to Durabam's intention as reflected in the provision, and the other provisions of these Terms remain in full force and effect.