

HS-LGL-001

Commercial Terms & Conditions of Sale and Supply

HeatSafe Systems

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1. Document Control

1.1 Document Identification

This document is identified as:

Document Number: HS-LGL-001

Document Title: Commercial Terms & Conditions of Sale and Supply

Business Entity: HeatSafe Systems

These Commercial Terms & Conditions of Sale and Supply (“Terms”) establish the terms and conditions under which HeatSafe Systems (“HeatSafe”, “we”, “us” or “our”) supplies technical fabrics, associated materials, products and related goods (“Goods”) to customers (“Customer”, “you” or “your”).

1.2 Purpose

The purpose of these Terms is to define the commercial, operational and legal framework governing the supply of Goods by HeatSafe to its Customers.

These Terms are intended to support consistent commercial practices, clarify responsibilities between HeatSafe and its Customers, and provide a transparent basis for quotations, orders, supply arrangements and ongoing business relationships.

1.3 Application

These Terms apply to all quotations, purchase orders, supply arrangements, invoices and sales transactions involving Goods supplied by HeatSafe unless expressly varied by written agreement signed by an authorised representative of HeatSafe.

By placing an order for Goods with HeatSafe, the Customer acknowledges and agrees that these Terms apply to the relevant transaction.

1.4 Version Control

HeatSafe may amend these Terms from time to time to reflect changes in business practices, legal requirements or operational requirements.

The applicable version of these Terms will be the version in effect at the time the relevant order is accepted by HeatSafe.

2. Purpose and Application

2.1 Commercial Relationship

These Terms govern the relationship between HeatSafe and the Customer in relation to the supply of technical fabrics and associated Goods.

HeatSafe operates as a distributor and supplier of specialist technical fabric products, which may include heat-resistant fabrics, protective textiles, engineered materials, insulation products and related technical solutions.

2.2 Business-to-Business Supply

Unless otherwise expressly agreed, these Terms apply to commercial transactions between HeatSafe and business customers acquiring Goods for business, trade or professional purposes.

The Customer acknowledges that it is responsible for determining the suitability of the Goods for its intended application, including any manufacturing process, operational environment or end-user requirements.

2.3 No Reliance Unless Confirmed

Technical information, product descriptions, performance characteristics, samples, demonstrations and other information provided by HeatSafe are intended as general guidance only unless expressly confirmed in writing as forming part of the agreed supply specification.

The Customer must independently assess whether the Goods are suitable for its intended use.

3. Definitions and Interpretation

3.1 Definitions

In these Terms, unless the context requires otherwise:

ACL means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended from time to time.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales, Australia.

Customer means the person, company or entity purchasing Goods from HeatSafe.

Goods means any products, materials, fabrics, technical textiles or other goods supplied by HeatSafe to the Customer.

Invoice means a tax invoice or other payment document issued by HeatSafe.

Order means an order submitted by the Customer for Goods.

PPSA means the Personal Property Securities Act 2009 (Cth), including any amendments or replacement legislation.

Purchase Price means the amount invoiced by HeatSafe for the specific Goods giving rise to a claim, excluding unrelated purchases or transactions.

Supplier means HeatSafe Systems.

3.2 Interpretation

Unless the context requires otherwise:

a) headings are included for convenience only and do not affect interpretation;

b) references to legislation include amendments, replacements and subordinate legislation;

- c) words importing the singular include the plural and vice versa;
- d) a reference to a person includes a company, partnership, trust, association or other legal entity;
- e) an obligation not to do something includes an obligation not to permit that thing to occur.

4. Scope of Supply

4.1 Supply of Goods

HeatSafe agrees to supply Goods to the Customer in accordance with accepted Orders, quotations and these Terms.

The Customer agrees to purchase and accept delivery of the Goods subject to these Terms.

4.2 Product Range

HeatSafe may supply a range of technical fabrics and related products including, but not limited to:

- a) heat-resistant fabrics;
- b) protective textile materials;
- c) engineered fabric solutions;
- d) specialist industrial textiles; and
- e) associated accessories and components.

4.3 Availability

All Goods are subject to availability.

HeatSafe does not guarantee continuous availability of any particular product, specification, colour, construction or material unless expressly agreed in writing.

4.4 Product Changes

HeatSafe may modify, replace or discontinue products where reasonably required due to supplier availability, manufacturing changes, technical improvements or commercial considerations.

Where a change materially affects an accepted Order, HeatSafe will notify the Customer where reasonably practicable.

5. Orders and Acceptance

5.1 Submission of Orders

The Customer may submit orders for Goods by purchase order, email, electronic communication or any other method accepted by HeatSafe.

An Order must contain sufficient information to allow HeatSafe to identify the Goods requested, including where applicable:

- a) product description;
- b) quantity;
- c) dimensions, specifications or technical requirements;
- d) delivery requirements;
- e) requested delivery date; and
- f) any other information reasonably required by HeatSafe.

5.2 Order Acceptance

An Order submitted by the Customer constitutes an offer by the Customer to purchase the Goods.

An Order is not accepted by HeatSafe until HeatSafe:

- a) issues written confirmation of acceptance;
- b) issues an invoice or pro forma invoice for the Order;
- c) commences preparation or dispatch of the Goods; or
- d) otherwise confirms acceptance of the Order.

Once accepted, the Order becomes a binding agreement between HeatSafe and the Customer subject to these Terms.

5.3 Customer Responsibility for Orders

The Customer is responsible for ensuring that all Orders submitted to HeatSafe are accurate and complete.

HeatSafe is not responsible for errors, omissions or inaccuracies in Orders supplied by the Customer, including incorrect specifications, quantities, dimensions or delivery details.

5.4 Changes to Orders

The Customer may request changes to an accepted Order.

HeatSafe may accept or reject any requested change at its discretion.

Where HeatSafe agrees to a change, HeatSafe may adjust the price, delivery timeframe or other applicable terms to reflect the requested amendment.

5.5 Minimum Quantities and Special Orders

HeatSafe may apply minimum order quantities, production requirements or special conditions for particular Goods.

Where Goods are manufactured, sourced or modified specifically for the Customer, HeatSafe may require additional payment commitments or may restrict cancellation rights.

6. Quotations and Pricing

6.1 Quotations

Any quotation issued by HeatSafe is an invitation to the Customer to place an Order and does not constitute an offer capable of acceptance unless expressly stated otherwise.

Unless otherwise specified in writing, quotations are valid for thirty (30) days from the date of issue.

6.2 Quotation Conditions

A quotation may include conditions relating to:

- a) minimum quantities;
- b) delivery arrangements;
- c) product availability;
- d) currency fluctuations;
- e) freight and handling charges;
- f) applicable taxes; and
- g) other commercial requirements.

6.3 Pricing

Prices for Goods are those stated in HeatSafe's accepted quotation, order confirmation or invoice.

If no specific price has been agreed, the applicable price will be HeatSafe's current price at the time the Order is accepted.

6.4 Price Adjustments

HeatSafe may adjust pricing before acceptance of an Order where changes occur due to:

- a) supplier price increases;
- b) changes in raw material costs;
- c) currency movements;
- d) freight or logistics costs;
- e) government charges; or
- f) other external factors outside HeatSafe's reasonable control.

6.5 Errors in Pricing

HeatSafe reserves the right to correct pricing errors, including typographical or administrative errors.

Where a pricing error occurs, HeatSafe will notify the Customer and the Customer may elect whether to proceed with the Order at the corrected price.

7. Goods Description and Technical Information

7.1 Product Information

HeatSafe provides product descriptions, technical data, specifications and performance information in good faith based on information available from manufacturers, suppliers and internal technical resources.

7.2 Technical Advice

Any technical guidance provided by HeatSafe is general in nature and does not constitute engineering certification, design approval or confirmation that Goods are suitable for a particular application.

The Customer remains responsible for:

- a) assessing the suitability of Goods;
- b) conducting any required testing;
- c) ensuring compliance with applicable standards;
- d) confirming compatibility with other materials or processes; and
- e) obtaining independent technical advice where required.

7.3 Variations in Materials

The Customer acknowledges that technical fabrics may exhibit reasonable variations arising from manufacturing processes, including variations in:

- a) colour;
- b) texture;
- c) thickness;
- d) weight;
- e) finish; or
- f) other physical characteristics.

Such reasonable variations do not constitute a defect unless they materially affect the agreed specifications of the Goods.

7.4 Samples and Demonstrations

Where samples, prototypes or demonstrations are provided, they are provided for general assessment purposes only unless expressly incorporated into the agreed specification.

Minor differences between samples and supplied Goods that do not materially affect performance or suitability will not constitute a breach of these Terms.

8. Supply, Delivery and Risk

8.1 Delivery Arrangements

HeatSafe will use reasonable efforts to supply and deliver Goods within any estimated delivery timeframe provided to the Customer.

Any delivery date provided by HeatSafe is an estimate only and is not a guaranteed date unless expressly agreed in writing.

8.2 Delivery Delays

HeatSafe is not liable for delays caused by circumstances outside its reasonable control, including:

- a) supplier delays;
- b) manufacturing delays;
- c) transport interruptions;
- d) customs or import delays;
- e) industrial disputes;
- f) shortages of materials; or

g) other events affecting supply or logistics.

8.3 Delivery Location

Delivery will occur at the location agreed between HeatSafe and the Customer.

Unless otherwise agreed, the Customer is responsible for ensuring the delivery location is suitable for receipt and storage of the Goods.

8.4 Risk

Risk in the Goods passes to the Customer:

- a) upon delivery of the Goods to the Customer or the Customer's nominated carrier;
- b) upon collection of the Goods by the Customer or its nominated representative; or
- c) at any earlier time where the Customer takes possession or control of the Goods.

After risk passes, the Customer is responsible for loss, damage, deterioration or destruction of the Goods.

8.5 Freight and Transport

Unless otherwise agreed, freight, transport, insurance and handling charges associated with delivery of Goods are payable by the Customer.

HeatSafe may charge freight and related costs separately from the purchase price of the Goods.

9. Inspection and Acceptance of Goods

9.1 Inspection Upon Delivery

The Customer must inspect the Goods promptly upon delivery.

The Customer must check:

- a) quantity;
- b) product type;
- c) visible condition;
- d) packaging condition; and
- e) compliance with the Order.

9.2 Notification of Issues

The Customer must notify HeatSafe in writing of any apparent shortage, damage, incorrect supply or visible defect within seven (7) days after delivery.

Failure to provide notice within this period may be taken as acceptance of the Goods, subject to any rights available under applicable law.

9.3 Hidden Defects

Where a defect could not reasonably have been identified upon inspection, the Customer must notify HeatSafe within a reasonable time after discovering the defect.

The Customer must provide sufficient details to allow HeatSafe to investigate the issue.

9.4 Acceptance

The Customer is deemed to have accepted the Goods when:

- a) the Customer fails to notify HeatSafe of an issue within the applicable notification period;
 - b) the Goods are used, processed, altered or incorporated into another product; or
 - c) the Customer otherwise indicates acceptance of the Goods.
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10. Payment Terms

10.1 Payment Obligation

The Customer must pay HeatSafe the purchase price for the Goods in accordance with the payment terms specified by HeatSafe.

Unless otherwise agreed in writing, payment is required:

- a) against a pro forma invoice issued by HeatSafe before supply of the Goods; or
- b) on such other payment terms as have been expressly agreed between HeatSafe and the Customer.

10.2 Pro Forma Invoice Payments

Where payment is required against a pro forma invoice:

- a) HeatSafe will not be required to commence production, allocate stock, arrange shipment or release Goods until cleared payment has been received;
- b) the Customer must pay the full amount shown on the pro forma invoice before delivery or dispatch; and
- c) any estimated delivery timeframe will commence after receipt of cleared funds.

10.3 Approved Credit Terms

HeatSafe may, at its discretion, approve credit terms for a Customer.

Approval of credit terms does not create an obligation for HeatSafe to continue providing credit and HeatSafe may vary, suspend or withdraw credit arrangements at any time.

10.4 Late Payment

If the Customer fails to pay any amount when due:

- a) HeatSafe may suspend further supply;
- b) HeatSafe may require payment in advance for future Orders;
- c) HeatSafe may charge reasonable recovery costs; and
- d) HeatSafe may recover interest on overdue amounts at a reasonable commercial rate permitted by law.

10.5 Set-Off

The Customer may not withhold, deduct or set off any amount claimed to be owing by HeatSafe unless expressly required by law or agreed in writing by HeatSafe.

10.6 Payment Disputes

A dispute regarding part of an invoice does not entitle the Customer to withhold payment of undisputed amounts.

The Customer must notify HeatSafe promptly of any genuine invoice dispute and provide reasonable details of the basis of the dispute.

11. Taxes, Duties and Charges

11.1 Taxes

Unless otherwise stated, all prices quoted by HeatSafe exclude applicable taxes, duties, levies, charges and government imposts.

The Customer is responsible for payment of any applicable:

- a) goods and services tax (GST);
- b) import duties;
- c) customs charges;
- d) freight-related charges;
- e) government fees; or
- f) other taxes or charges associated with the supply, delivery, importation or use of the Goods.

11.2 GST

Where GST is applicable to the supply of Goods, HeatSafe will include GST in the amount payable by the Customer unless otherwise stated.

The Customer must pay any GST amount shown on a valid tax invoice issued by HeatSafe.

11.3 Changes to Taxes and Charges

If any government authority introduces, increases or changes any tax, duty, levy or charge applicable to the Goods after the date of quotation or Order acceptance, HeatSafe may adjust the price payable by the Customer to reflect that change.

11.4 Import and Export Responsibilities

Where Goods are supplied internationally or across borders, the Customer is responsible for ensuring compliance with applicable import requirements, customs obligations and local regulatory requirements unless otherwise expressly agreed in writing.

12. Title and Retention of Title

12.1 Retention of Title

Legal title to the Goods remains with HeatSafe until HeatSafe has received payment in full for:

- a) the Goods supplied under the relevant Order; and
- b) all other amounts owing by the Customer to HeatSafe on any account.

12.2 Customer Possession Prior to Payment

Until title passes:

- a) the Customer holds the Goods as bailee for HeatSafe;
- b) the Customer must keep the Goods identifiable as property of HeatSafe where reasonably practicable;
- c) the Customer must not sell, dispose of, transfer, charge or otherwise deal with the Goods except as permitted under these Terms or in the ordinary course of business; and
- d) the Customer must take reasonable care of the Goods.

12.3 Processing or Incorporation of Goods

Where the Customer processes, alters or incorporates Goods before payment has been received in full, HeatSafe retains all rights available under these Terms and applicable law.

The Customer acknowledges that HeatSafe may have rights in the resulting products, proceeds or other property to the extent permitted by law.

12.4 Recovery of Goods

If the Customer fails to pay any amount when due, becomes insolvent, enters external administration or otherwise breaches these Terms, HeatSafe may:

- a) require immediate payment of all outstanding amounts;
- b) suspend further supply;
- c) enter premises where the Goods are reasonably believed to be located; and
- d) recover possession of Goods for which title has not passed.

The Customer authorises HeatSafe and its representatives to take reasonable steps necessary to recover such Goods.

12.5 Customer Obligations Following Recovery

The Customer must cooperate with HeatSafe in recovering Goods and must not interfere with HeatSafe's exercise of rights under this clause.

13. Personal Property Securities Act 2009

13.1 PPSA Application

The Customer acknowledges that these Terms create or may create security interests in favour of HeatSafe for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA").

13.2 Security Interest

The Customer grants HeatSafe a security interest in:

- a) all Goods supplied by HeatSafe to the Customer;
- b) all present and after-acquired property arising from or relating to those Goods; and
- c) all proceeds from dealing with those Goods,

until all amounts owing by the Customer to HeatSafe have been paid in full.

13.3 Registration

The Customer consents to HeatSafe registering any security interest on the Personal Property Securities Register ("PPSR") and agrees to provide any information or assistance reasonably required by HeatSafe to complete such registration.

13.4 Customer Assistance

The Customer must promptly do anything reasonably required by HeatSafe to:

- a) ensure HeatSafe obtains a perfected security interest;
- b) maintain the priority of HeatSafe's security interest;
- c) enforce HeatSafe's rights under the PPSA; or
- d) correct any registration details.

13.5 Waiver of Certain Rights

To the extent permitted by law, the Customer waives any rights it may have to receive notices, statements or documents under the PPSA.

Nothing in these Terms excludes any rights or obligations that cannot lawfully be excluded under the PPSA.

13.6 Enforcement Rights

If the Customer defaults under these Terms, HeatSafe may exercise any rights available to it under the PPSA, these Terms or applicable law.

14. Returns, Cancellations and Restocking

14.1 Returns Policy

Returns of Goods are not automatically accepted.

The Customer must obtain written approval from HeatSafe before returning any Goods.

Unauthorised returns may be refused or returned to the Customer at the Customer's cost.

14.2 Return Conditions

HeatSafe may accept returned Goods only where:

- a) the Customer has obtained prior written approval;
- b) the Goods are unused, unopened and in saleable condition;
- c) the Goods are returned within the timeframe specified by HeatSafe;
- d) the Goods are accompanied by appropriate documentation; and
- e) the Goods are not customised, specially manufactured or otherwise unsuitable for resale.

14.3 Restocking Fees

Where HeatSafe accepts a return that is not the result of HeatSafe's error or a valid warranty claim, HeatSafe may apply a reasonable restocking fee.

The restocking fee may take into account:

- a) handling costs;
- b) inspection costs;
- c) repackaging costs;
- d) freight costs;
- e) supplier charges; and
- f) the condition and resaleability of the Goods.

14.4 Non-Returnable Goods

Unless otherwise agreed in writing, HeatSafe is not required to accept returns of:

- a) custom-made Goods;
- b) Goods cut to specific dimensions;
- c) modified Goods;

- d) discontinued Goods;
- e) specially ordered Goods; or
- f) Goods that have been used, damaged or altered.

14.5 Order Cancellations

The Customer may request cancellation of an Order.

HeatSafe may accept or reject a cancellation request at its discretion.

Where HeatSafe agrees to cancellation, the Customer may be responsible for costs incurred by HeatSafe, including production, procurement, freight, administration and supplier charges.

15. Warranties

15.1 Supplier Warranty

HeatSafe warrants that, at the time of delivery, the Goods supplied will:

- a) correspond materially with the description agreed between the parties; and
- b) be free from defects in materials and workmanship to the extent provided by the applicable manufacturer warranty and these Terms.

15.2 Warranty Claims

The Customer must notify HeatSafe of a warranty claim within a reasonable time after identifying an alleged defect.

The Customer must provide:

- a) details of the Goods;
- b) proof of purchase;
- c) a description of the alleged defect;
- d) photographs or supporting evidence where reasonably available; and
- e) any other information reasonably requested by HeatSafe.

15.3 Warranty Exclusions

HeatSafe is not responsible for defects, damage or failure arising from:

- a) incorrect storage;
- b) misuse or improper handling;
- c) installation or application outside recommended conditions;
- d) modification or alteration;
- e) failure to follow technical instructions;
- f) normal wear and tear; or
- g) use of the Goods outside their intended purpose.

15.4 Remedies

Where HeatSafe determines that Goods are defective and the defect is covered by these Terms or applicable law, HeatSafe may, subject to applicable legal requirements:

- a) repair the Goods;
 - b) replace the Goods;
 - c) provide a credit; or
 - d) refund the applicable amount.
-

16. Australian Consumer Law

16.1 Application of Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any rights or remedies available to the Customer under the Australian Consumer Law (“ACL”) or any other applicable law where those rights cannot lawfully be excluded.

16.2 Consumer Guarantees

Where the ACL applies, HeatSafe acknowledges that the Customer may have consumer guarantee rights, including guarantees that Goods:

- a) are of acceptable quality;
- b) are fit for disclosed purposes where applicable;
- c) match descriptions provided; and
- d) comply with applicable guarantees under the ACL.

16.3 Business Customers

Where the Customer acquires Goods for business purposes and the ACL permits limitation or exclusion of certain remedies, the parties agree that such limitations will apply to the maximum extent permitted by law.

16.4 Limitation of Remedies

To the extent permitted by the ACL and other applicable laws, HeatSafe’s liability for failure to comply with a consumer guarantee may be limited to:

- a) replacement of the Goods;
- b) repair of the Goods;
- c) supply of equivalent Goods; or
- d) payment of the cost of replacement, repair or supply of equivalent Goods.

16.5 Preservation of Mandatory Rights

Nothing in these Terms prevents the Customer from exercising any non-excludable rights available under applicable Australian law.

17. Claims and Notification Requirements

17.1 Notification of Claims

The Customer must notify HeatSafe in writing of any claim relating to the Goods within a reasonable period after becoming aware of the circumstances giving rise to the claim.

The notification must include sufficient information to allow HeatSafe to investigate the claim, including:

- a) the Customer’s details;

- b) details of the relevant Order and invoice;
- c) identification of the Goods concerned;
- d) the nature of the claim;
- e) details of any alleged defect, loss or damage;
- f) supporting documentation, photographs, test results or other relevant evidence where available;
and
- g) the remedy sought by the Customer.

17.2 Opportunity to Investigate

The Customer must provide HeatSafe with a reasonable opportunity to inspect, test, assess or otherwise investigate any Goods subject to a claim before the Customer:

- a) returns the Goods;
- b) disposes of the Goods;
- c) modifies the Goods;
- d) incorporates the Goods into another product; or
- e) takes any action that may prevent proper assessment of the claim.

17.3 Preservation of Goods

Where a claim is made, the Customer must preserve the Goods in their existing condition unless otherwise directed by HeatSafe or required by law.

Failure to preserve the Goods may affect HeatSafe's ability to assess the claim.

17.4 Rejected Claims

HeatSafe may reject a claim where:

- a) the Customer has not complied with the notification requirements;
- b) the Goods have been misused, altered or damaged after delivery;
- c) the issue results from the Customer's specifications, instructions or application;
- d) the claim relates to normal characteristics of technical fabrics; or
- e) the claim is otherwise excluded under these Terms.

17.5 Third-Party Claims

The Customer must promptly notify HeatSafe of any third-party claim relating to the Goods where the claim may affect HeatSafe's rights, obligations or potential liability.

The Customer must not make any admission, settlement or representation concerning HeatSafe's liability without HeatSafe's prior written consent, unless required by law.

18. Intellectual Property

18.1 Ownership of Intellectual Property

All intellectual property rights relating to HeatSafe's products, materials, technical information, documentation, designs, processes, specifications, trademarks, business methods and other proprietary information remain the property of HeatSafe or its licensors.

18.2 No Transfer of Rights

Supply of Goods does not transfer ownership of any intellectual property rights to the Customer unless expressly agreed in writing.

The Customer receives only the rights necessary to use the Goods for their intended purpose.

18.3 Customer Materials

Where the Customer provides designs, specifications, instructions or other materials to HeatSafe:

- a) the Customer warrants that it has the necessary rights to provide those materials;
- b) the Customer authorises HeatSafe to use those materials for the purpose of supplying the Goods; and
- c) the Customer indemnifies HeatSafe against claims arising from infringement of third-party intellectual property rights resulting from use of those materials.

18.4 Marketing and Product Information

The Customer must not reproduce, modify or distribute HeatSafe's technical documentation, product information or marketing materials without HeatSafe's prior written approval, except where required for legitimate resale or promotion of the Goods.

19. Confidentiality

19.1 Confidential Information

Each party must keep confidential any information received from the other party that is identified as confidential or would reasonably be understood to be confidential.

Confidential Information may include:

- a) pricing information;
- b) quotations;
- c) technical information;
- d) product specifications;
- e) manufacturing information;
- f) business plans;
- g) customer information; and
- h) commercial arrangements.

19.2 Confidentiality Obligations

A party receiving Confidential Information must:

- a) use the information only for the purpose for which it was provided;
- b) protect the information from unauthorised disclosure;
- c) limit access to personnel who require the information for legitimate business purposes; and
- d) ensure those personnel are aware of confidentiality obligations.

19.3 Permitted Disclosure

A party may disclose Confidential Information where disclosure:

- a) is required by law;
- b) is required by a regulatory authority;
- c) is made to professional advisers under confidentiality obligations; or
- d) is otherwise approved in writing by the other party.

19.4 Exclusions

Confidential Information does not include information that:

- a) is publicly available other than through breach of confidentiality;
 - b) was lawfully known before disclosure;
 - c) is independently developed without reference to the Confidential Information; or
 - d) is lawfully received from a third party without confidentiality obligations.
-

20. Compliance and Customer Responsibilities

20.1 Customer Compliance Obligations

The Customer is responsible for ensuring that its purchase, handling, storage, processing, resale and use of the Goods comply with all applicable laws, regulations, standards and industry requirements.

20.2 Intended Use

The Customer must ensure that the Goods are used only for applications for which they are suitable.

The Customer is responsible for conducting any required assessment, testing, certification or validation before using the Goods in critical applications.

20.3 Storage and Handling

The Customer must store and handle Goods appropriately, including protecting Goods from conditions that may adversely affect their performance or quality.

This may include consideration of:

- a) moisture exposure;
- b) contamination;
- c) excessive heat;
- d) mechanical damage;
- e) chemical exposure; and
- f) unsuitable storage conditions.

20.4 Customer Instructions

Where the Customer provides instructions, specifications or requirements relating to the Goods, the Customer is responsible for ensuring those instructions are accurate, complete and suitable.

HeatSafe is not responsible for losses arising from inaccurate or incomplete Customer instructions.

20.5 Resale Responsibilities

Where the Customer resells Goods:

- a) the Customer must provide accurate product information;

- b) the Customer must not make misleading or unsupported claims about the Goods;
 - c) the Customer must comply with applicable consumer, product safety and trade practices obligations; and
 - d) the Customer remains responsible for representations made to its customers.
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21. Limitation of Liability

21.1 Application of Liability Limitation

To the maximum extent permitted by law, HeatSafe's total aggregate liability arising out of or in connection with the supply of Goods, these Terms or any claim relating to the Goods is limited as set out in this clause.

21.2 Liability Cap

Subject to clause 21.3, HeatSafe's total liability for any claim is limited to the purchase price paid or payable for the specific Goods giving rise to the claim.

For clarity, the liability cap applies only to the Goods that are the subject of the relevant claim and does not include the value of unrelated Goods, previous purchases or other transactions.

21.3 Exceptions

Nothing in these Terms limits liability to the extent that such limitation is prohibited by law, including liability that cannot legally be excluded or limited under the Australian Consumer Law or other applicable legislation.

21.4 Excluded Losses

To the maximum extent permitted by law, HeatSafe is not liable for:

- a) indirect loss;
- b) consequential loss;
- c) loss of profit;
- d) loss of revenue;
- e) loss of business opportunity;
- f) loss of production;
- g) loss of contracts;
- h) loss of anticipated savings; or
- i) loss arising from interruption of business operations.

21.5 Customer Responsibility

The Customer acknowledges that:

- a) technical fabrics may require application-specific assessment;
- b) the Customer is responsible for determining suitability of Goods for its intended use;
- c) HeatSafe does not guarantee outcomes arising from the Customer's manufacturing processes, installation methods or end-user applications; and
- d) the limitations in this clause reflect the commercial basis on which HeatSafe supplies Goods.

22. Indemnity

22.1 Customer Indemnity

To the maximum extent permitted by law, the Customer indemnifies and holds harmless HeatSafe, its officers, employees, contractors, agents and representatives against any loss, damage, liability, cost, expense or claim arising from:

- a) the Customer's breach of these Terms;
- b) the Customer's misuse, modification, storage, handling or application of the Goods;
- c) the Customer's failure to comply with applicable laws, regulations, standards or industry requirements;
- d) any inaccurate, incomplete or misleading information, specifications or instructions provided by the Customer;
- e) any representations made by the Customer regarding the Goods that have not been authorised by HeatSafe;
- f) claims arising from the Customer's resale, processing or incorporation of the Goods; or
- g) any act or omission of the Customer, its employees, contractors, agents or representatives.

22.2 Scope of Indemnity

The indemnity in this clause applies only to the extent that the relevant loss, damage, liability, cost, expense or claim is caused by or contributed to by the Customer or persons acting on the Customer's behalf.

22.3 Mitigation

A party seeking the benefit of an indemnity must take reasonable steps to mitigate any loss or damage for which indemnity is claimed.

22.4 Survival

The obligations in this clause survive termination or completion of any supply arrangement between HeatSafe and the Customer.

23. Force Majeure

23.1 Force Majeure Event

HeatSafe is not liable for any delay, failure or inability to perform its obligations under these Terms where such delay, failure or inability results from circumstances beyond HeatSafe's reasonable control.

A Force Majeure Event may include:

- a) natural disasters;
- b) fire, flood, storm or extreme weather events;
- c) acts of government or regulatory authorities;
- d) war, terrorism, civil disturbance or emergency;
- e) industrial disputes;
- f) transport interruptions;

- g) supply chain disruptions;
- h) shortages of raw materials, labour or manufacturing capacity;
- i) supplier failures; or
- j) failures of utilities, telecommunications or essential services.

23.2 Notice of Force Majeure

Where reasonably practicable, HeatSafe will notify the Customer of a Force Majeure Event affecting supply and provide reasonable information regarding the expected impact.

23.3 Suspension of Obligations

During a Force Majeure Event, HeatSafe's obligations affected by the event are suspended to the extent and for the period affected.

23.4 Alternative Arrangements

HeatSafe may take reasonable steps to minimise the impact of a Force Majeure Event, including:

- a) sourcing alternative supply arrangements;
- b) adjusting delivery schedules;
- c) allocating available stock; or
- d) modifying production or supply arrangements.

23.5 Termination Following Extended Delay

If a Force Majeure Event continues for an extended period and materially prevents performance of an Order, either party may discuss reasonable alternatives, including cancellation of affected Orders, subject to payment for Goods already supplied, committed costs incurred or non-cancellable obligations.

24. Suspension and Termination

24.1 Suspension Rights

HeatSafe may suspend supply of Goods or services where:

- a) the Customer fails to pay any amount when due;
- b) the Customer breaches these Terms;
- c) HeatSafe reasonably believes the Customer may be unable to meet its payment obligations;
- d) the Customer becomes insolvent or subject to external administration; or
- e) suspension is required to protect HeatSafe's commercial interests or comply with legal obligations.

24.2 Effect of Suspension

During suspension:

- a) HeatSafe is not required to accept or process further Orders;
- b) existing delivery commitments may be delayed;
- c) payment obligations remain unaffected; and
- d) HeatSafe may require alternative payment arrangements before recommencing supply.

24.3 Termination by HeatSafe

HeatSafe may terminate any supply arrangement immediately by written notice if:

- a) the Customer commits a material breach of these Terms;
- b) the Customer fails to remedy a breach within a reasonable period after receiving notice;
- c) the Customer becomes insolvent, bankrupt, enters administration, liquidation or an arrangement with creditors;
- d) the Customer engages in unlawful conduct relating to the Goods; or
- e) continued supply would expose HeatSafe to unreasonable commercial, legal or reputational risk.

24.4 Termination by Customer

The Customer may terminate an accepted Order only with HeatSafe's written agreement.

Where termination is approved, the Customer remains responsible for reasonable costs incurred by HeatSafe, including:

- a) manufacturing costs;
- b) supplier commitments;
- c) freight costs;
- d) administration costs;
- e) restocking costs; and
- f) other expenses arising from the cancellation.

24.5 Survival of Rights

Termination does not affect any rights, obligations or liabilities accrued before termination.

Clauses relating to payment, title, PPSA rights, confidentiality, intellectual property, indemnity, limitation of liability and any other provisions intended to survive termination continue after termination.

25. Dispute Resolution

25.1 Good Faith Resolution

The parties will attempt to resolve any dispute arising from or relating to these Terms through good faith discussions between authorised representatives.

25.2 Notice of Dispute

A party raising a dispute must provide written notice describing:

- a) the nature of the dispute;
- b) the relevant facts and circumstances;
- c) the outcome sought; and
- d) any supporting information reasonably available.

25.3 Negotiation Period

Following receipt of a dispute notice, the parties will attempt to resolve the dispute within a reasonable period through commercial negotiation.

25.4 Further Action

If the dispute cannot be resolved through negotiation, either party may pursue any rights or remedies available at law.

Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief where appropriate.

25.5 Continued Performance

While a dispute exists, the parties must continue to perform their undisputed obligations under these Terms unless otherwise agreed or required by law.

26. General Provisions

26.1 Entire Agreement

These Terms, together with any accepted quotation, Order confirmation, invoice and written agreement between the parties, constitute the entire agreement between HeatSafe and the Customer regarding the supply of Goods.

Any terms contained in the Customer's purchase order or other documents that are inconsistent with these Terms do not apply unless expressly accepted by HeatSafe in writing.

26.2 Variation

HeatSafe may vary these Terms from time to time.

Any variation applying to a particular Order must be agreed in writing by authorised representatives of both parties.

26.3 Assignment

The Customer must not assign, transfer or otherwise deal with its rights or obligations under these Terms without HeatSafe's prior written consent.

HeatSafe may assign or transfer its rights and obligations to an associated entity or successor business.

26.4 Relationship Between Parties

Nothing in these Terms creates a partnership, agency, employment relationship, fiduciary relationship or joint venture between HeatSafe and the Customer.

The Customer has no authority to bind HeatSafe unless expressly authorised in writing.

26.5 Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be read down to the extent necessary or, if unable to be read down, severed.

The remaining provisions continue in full force and effect.

26.6 Waiver

A failure or delay by HeatSafe to exercise any right or remedy does not constitute a waiver of that right or remedy.

A waiver is effective only if provided in writing.

26.7 Notices

Any notice under these Terms must be provided in writing and delivered by:

a) email;

- b) registered post;
- c) courier; or
- d) another agreed written communication method.

26.8 Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia.

The parties submit to the courts exercising jurisdiction in New South Wales and any courts entitled to hear appeals from those courts.

26.9 Interpretation Against Drafting Party

The parties acknowledge that these Terms are commercial terms negotiated for business purposes and are not to be interpreted against either party solely because that party prepared or provided the document.

26.10 Electronic Acceptance

The Customer's electronic acceptance, purchase order submission, payment of an invoice, acceptance of delivery or continued dealings with HeatSafe constitutes acceptance of these Terms.

End of Document

HS-LGL-001

Commercial Terms & Conditions of Sale and Supply

HeatSafe Systems

Document Status

Document Reference: HS-LGL-001

Version: 1.0

Document Owner: HeatSafe Systems

Classification: Commercial / Legal

Review Cycle: As required or following material legislative or commercial changes