

WEBSITE TERMS OF USE

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1. Conditions of Use of the Envirosystems Website

- 1.1 We may update or amend these terms of use from time to time, at our sole discretion. Any changes we make to these terms of use will be effective once they are published on this page. Please ensure that you review this page regularly. You will be deemed to have accepted the published terms of use if you continue to use the website.
- 1.2 Envirosystems makes all reasonable efforts to ensure that the content of this website is accurate at the time it is included and kept up to date. However, visitors should be aware that some information may be inaccurate, incomplete or out of date. You should not seek to rely on any information contained within this website without independently verifying its accuracy. Envirosystems reserves the right to make changes at any time, without notice.
- 1.3 Except to the extent required by law (including the Australian Consumer Law), Envirosystems accepts no liability for any direct or consequential loss or damage of any kind (including, without limitation, any loss of profits, business, goodwill or data) caused by or arising out of this site, any linked site, or any information contained in such site. Any decisions based on information in this site are the sole responsibility of the visitor.
- 1.4 Envirosystems does not endorse or otherwise assume responsibility or liability for the content or operation of other websites linked to this website.
- 1.5 The website (including these legal notices) shall be governed by the laws of New South Wales, Australia. The courts of New South Wales shall have non-exclusive jurisdiction over any disputes arising from the website or the use of its content.

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- 2.1 All patents, registered designs, registered trademarks and applications for any of the foregoing, copyright, unregistered design rights, confidential information, database rights, trade and business names (including internet names and email address names) and other intellectual property rights presently existing or arising in future in connection with the website, including any data we supply and in connection with the supply of our products, shall be and remain the sole property of Envirosystems.
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- 2.5 Any other use of the information or material on this website is prohibited, subject to prior written permission from Envirosystems.

3. Disclaimers, Statutory Guarantees and Application Responsibilities

- 3.1 **Goods-Only Supply Model.** Enviro systems is a manufacturer and supplier of commercial goods only. We do not provide installation, application, engineering, structural design or site-supervision services.
- 3.2 **Customer Application Responsibility.** The customer, builder or specialised trade applicator bears sole responsibility for substrate preparation, application methods, structural design suitability and local building code compliance.
- 3.3 **Strict Adherence to Technical Documentation.** All products supplied by Enviro systems must be used and applied strictly in accordance with the current Technical Data Sheet (TDS), Product Data Sheet (PDS) and Safety Data Sheet (SDS) published on this website. Our products are engineered to exact technical specifications. If the user fails to strictly follow the application instructions, mixing ratios, curing windows or environmental restrictions outlined in the relevant TDS, the product may fail. Enviro systems disclaims liability for any performance failures resulting from a failure to follow the technical documentation.
- 3.4 **Statutory Consumer Guarantees.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 3.5 **Limitation of Liability.** Except to the extent required by the Australian Consumer Law, we shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever in connection with the use of the website or the products supplied. We accept no liability for third-party workmanship, poor application or structural building movements. We shall have no liability for consequential loss or damage suffered, directly or indirectly, by you or any third party, including but not limited to wasted time, loss of profits, production, business revenue or building repair costs.
- 3.6 **Information Only.** You accept that any general information, documentation, system drawings or opinions provided by us on this website are general in nature and do not constitute professional, project-specific engineering or architectural advice.
- 3.7 **Digital Colour Matching.** Although we endeavour to make the product colours and textures on the screen as close as possible to the physical materials we supply, we accept no responsibility for the accuracy of digital colour matches. Colours vary significantly depending on individual screen settings and resolutions. Users must physically check product samples before full application.
- 3.8 **Continuous Research and Development.** We operate an active research and product development programme. Enviro systems reserves the right to update, change or delete product formulas, technical specifications and online TDS documents without notice. It is the user's ongoing responsibility to verify they are using the most up-to-date version of the TDS before beginning product application.

4. Cookies, Analytics and Advanced Tracking Technologies

- 4.1 When you access, browse or download technical materials from this website, our systems log transaction-level data. This includes your IP address, date and time of access, device type, geographical location, the pages viewed and specific files (such as technical data sheets) downloaded.
- 4.2 We utilise cookies, tracking pixels, web beacons and automated analytics tools (including third-party systems such as Google Analytics). These are used to optimise website performance, analyse national market demand for specific products, protect our digital systems and deliver targeted commercial updates to trade accounts.
- 4.3 Most web browsers accept cookies automatically. You may alter your device or browser settings to refuse, block or delete cookies at any time. However, disabling these tracking features may limit your access to specific technical portals or trade ordering systems. Please refer to our Privacy Policy for more information on how we handle data collected via tracking technologies.



5. Security

- 5.1 When using our website, you should be aware that no data transmission over the internet can be guaranteed as totally secure. Although we strive to protect such information, we do not warrant the security of any information that you transmit to us over the internet, and you do so at your own risk.

6. Privacy

- 6.1 Our collection, use and disclosure of personal information in connection with the website and our products and services is governed by our Privacy Policy, which forms part of these Terms of Use. By using the website, you acknowledge and agree to the terms of our Privacy Policy.

7. Contact

- 7.1 If you have any questions about these Terms of Use, please contact us at info@envirosystems.com.au or on 1300 928 377.