

Effective Date: May 24, 2017

TERMS OF USE

Welcome to this website hosted by Zurn Industries, LLC ("Zurn"). Zurn maintains this website for your personal information, education and communication. These terms and conditions ("Website Terms and Conditions") apply to the use of this website ("Website") and the use of the information offered on this website. In using this website for these or any other purposes, you agree to be bound by these Website Terms and Conditions. If you do not accept these Website Terms and Conditions, you must refrain from using the website. These Website Terms and Conditions must be read in conjunction with any Terms and Conditions of Trade governing any purchase of goods from Us and any other applicable terms and conditions governing the use of this website.

If you do not agree to the following Terms of Use, do not access or use this website, and instead contact Zurn in writing or via telephone listed below for further information.

1. Terminology

In these Website Terms and Conditions, first person expressions such as "We", "Us" and "Our" are a reference to LWG Zurn Australia P/L.

2. Amendments to Website Terms and Conditions

We reserve the right to amend these Website Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such notification will represent an agreement by you to be bound by the Website Terms and Conditions as amended.

3. Cancellation due to error

You acknowledge that despite Our reasonable precautions, products on our Website may be listed at an incorrect price or with incorrect information due to a typographical error or similar oversight. In these circumstances, We reserve the right to cancel the transaction, notwithstanding that your order may have been confirmed and payment may have been made. We reserve this right until the time of delivery of goods to you. If a cancellation of this nature occurs after payment has been made for the purchase, you will be entitled to a credit or refund of that payment.

4. Disclaimer

4.1 Nothing in these Website Terms and Conditions excludes, restricts or modifies any condition, warranty, right or liability implied in these Website Terms and Conditions or protected by law to the extent that such exclusion, restriction or modification would render these Website Terms and Conditions or any provision of these Website Terms and Conditions void, illegal or unenforceable.

4.2 Subject to clause 4.1 above, to the extent permitted by law:

(a) we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do We accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this web site;

(b) any condition, warranty, right or liability which would otherwise be implied in these Website Terms and Conditions or protected by law is excluded; and

(c) we do not accept liability to you in respect of any loss or damage (including indirect, special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to or in any way connected with this web site or respect of any failure or omission on Our part to comply with Our obligations as set out in these terms and conditions.

4.3 You acknowledge that:

(a) the goods offered for sale on this Website are those of a kind not ordinarily acquired for personal, domestic or household use or consumption;

(b) prior to entering into these Website Terms and Conditions you have been given a reasonable opportunity to examine and satisfy yourself regarding all goods and services which are the subject of these Website Terms and Conditions and you have availed itself of that opportunity; and

(c) at no time prior to entering into these Website Terms and Conditions have you relied on Our skill or judgment and that it would be unreasonable for you to do so.

4.4 The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) to these Website Terms and Conditions (by virtue of any law relevant to these Website Terms and Conditions) is excluded.

4.5 Although We use Our best endeavours to maintain the accuracy of information on this Website, you acknowledge that We are not responsible for errors or incorrect information caused by the manufacturer or supplier's change of its product description or specification without notice to Us. You agree that You will make your own enquiries as to the accuracy of product information and suitability of products for Your purposes.

5. Specific warnings

5.1 You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

5.2 You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

5.3 You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

5.4 To the extent permitted by law, We do not give you any assurances that any information contained on this website will be suitable for your purposes or that it will be error-free. You agree that you will not rely on the any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.

5.5 You acknowledge that despite all reasonable precautions on Our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

6. Intellectual Property

6.1 Copyright in this website (including text, data, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968*(Cth) and similar legislation which applies in your location, and except as expressly authorised by these Website Terms and Conditions, you may not, without Our written permission, in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website including the information displayed on this website; or
- (b) commercialise any information, products or services obtained from any part of this website.

6.2 Trade Marks

- (a) Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trade mark or a common law trade mark, as the case may be.
- (b) You must not use any trade mark which is owned or exclusively licensed by us without our prior written permission.

6.3 Intellectual Property Rights in Goods

- (a) Goods sold through this website may be protected by intellectual property rights including (without limitation) Patent, Trade Marks and Design rights.
- (b) You must not use any Intellectual Property right which is owned or exclusively licensed by Us without our prior written permission

7. Restricted use

Unless We agree otherwise in writing, you are provided with access to this website only for your use in dealings with Us. Without limitation, you may not without Our written permission on-sell or otherwise commercialise information obtained from this website.

8. Linked websites

8.1 This website may contain links to other websites ("Linked Websites"). Those links are provided for convenience only and may not remain current or be maintained.

8.2 We are not responsible for the content or privacy practices associated with Linked Websites.

8.3 Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by Us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

9. Privacy policy

If we are subject to the *Privacy Act 1988*, then we will abide by the *Privacy Act 1988*, including in respect of the obligations of credit providers, and the Australian Privacy Principles. If we have a Privacy Policy then it will be available on this Website. You acknowledge that, in supplying any personal information to Us, You have had the opportunity to read any applicable Privacy Policy and you agree to be bound by those Privacy Policies.

10. Termination of access

Access to this Website may be terminated at any time by Us at Our sole discretion without notice. Our disclaimers will nevertheless survive any such termination.

11. Governing law

These Website Terms and Conditions are governed by the laws in force in Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

12. General

12.1 We accept no liability for any failure to comply with these Website Terms and Conditions where such failure is due to circumstance beyond Our reasonable control.

12.2 If We waive any rights available to Us under these Website Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

12.3 If any of these Website Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

Contacting Us

If you have any other questions or concerns regarding these Terms of Use, please contact us at:

Zurn Industries, LLC

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