

TERMS & CONDITIONS OF TRADE

ALL PURPOSE COATINGS PTY LTD

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Terms & Conditions of Trade as displayed on www.allpurposecoatings.com.au.

Definitions

"Australian Consumer Law" means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

"Company" means **All Purpose Coatings Pty Limited** (ACN 168 535 304).

"Customer" means the party placing the Order with or purchasing Products from All Purpose Coatings.

"Order" means an offer by a Customer to purchase Products from All Purpose Coatings.

"PPS Act" means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as varied from time to time.

"PPSR" refers to the Personal Property Securities Register established under the PPS Act.

"Products" means high performance Epoxy Coatings, Urethanes, Concrete Sealers, Densifiers, Flake Coat, Metallic Epoxy and Epoxy Swirl Coat Systems, Grinders and Equipment, Spike Shoes, Rollers, Brushes, Additives, Tints and includes any other product or service ordered by the Customer from All Purpose Coatings or supplied by All Purpose Coatings on the Order of the Customer.

"Ts&Cs" means these Terms & Conditions of Trade as varied and applicable from time to time.

"Writing" includes quotes, letters, fax, email and other similar electronic communication methods.

1. Sale Terms

1.1 The Ts&Cs apply to all supplies by All Purpose Coatings to the Customer including all Orders or other sales and will prevail over all prior conditions previously agreed between the parties or which the Customer puts forward at any time without All Purpose Coatings express written agreement.

1.2 The Ts&Cs may be amended from time to time by All Purpose Coatings without prior notice. Publication of the amended Ts&Cs on the website of All Purpose Coatings shall be deemed to amend the Ts&Cs and be notice of that amendment and the amended Ts&Cs shall apply to any Order or part of an Order from the time of amendment. All Purpose Coatings may, but shall not otherwise be required or responsible to notify the Customer of the existence or content of any amendments to the Ts&Cs.

2. Order and Acceptance

2.1 Any Order submitted to All Purpose Coatings by a Customer shall be deemed to be made pursuant to the terms of the Ts&Cs. Any Order placed or made by the Customer for the purchase of the Products shall be an irrevocable offer under those terms.

2.2 All Purpose Coatings may accept any Order in whole or in part by providing confirmation of the Order. Acceptance may be oral or in writing at the Company's discretion. Accepted Orders may not be varied or cancelled by the Customer without All Purpose Coatings written consent and (subject to the conditions set out herein) there is no right of return.

3. Price and Products

3.1 The price of the Products shall be as agreed between the parties and where there is no written confirmation of the price, the price shall be the amount indicated on Tax Invoices provided by All Purpose Coatings to the Customer regarding Products ordered.

3.2 All prices quoted are based on the full quantities specified and do not necessarily adjust pro rata for any greater or lesser quantities.

3.3 The delivery method for Products ordered as specified on the Order.

3.4 If All Purpose Coatings cost of supplying the Products increases by more than 10% due to any change in the rate or amount of any GST or other taxes, currency fluctuations, duties, or freight and transport charges which may be applicable, All Purpose Coatings may upon written notice to the Customer at any time before delivery increase the price of the Products to compensate for the entire increased cost.

3.5 The price of the Products excludes any licence fees payable on licensed products where the party liable for such licences is the Customer.

3.6 All Purpose Coatings Products are sold subject to their product description and any supporting information such as size, colour and estimated delivery dates. All Purpose Coatings reserves the right to refuse orders where the Product information, price or Product promotion has been incorrectly published.

3.7 All Purpose Coatings takes all reasonable care to portray its Products accurately however pictures are for reference only and may change from time to time along with packaging. Please be aware that the reproduction of colours is dependent on the settings and calibration of your computer monitor and or device screen and they will vary from device to device and from screen to screen. All Purpose Coatings therefore cannot guarantee that the colours shown will accurately represent the colour of the Product the Customer receives.

3.8 If you purchase the same goods at different times or in more than one order, we cannot guarantee that the goods we supply will come from the same batch or be an exact colour match with each other as tints can vary slightly from batch to batch.

3.9 Quality: Please notify us of any obvious defects that are apparent on the first inspection of the goods. You agree that we (or our appointed agents) may examine and test any goods that are claimed to be defective. Where defective goods are exchanged, you must allow us to collect the defective goods from you. Please also note that you may have to wait for replacement goods that are non-stock items or are made-to-order.

4. Rebates

4.1 Any volume, advertising or other rebate ("Rebate") will only apply if the Customer and All Purpose Coatings agree in writing.

4.2 A credit adjustment advice will be issued for all approved Rebate claims and the Customer may not deduct the amount from the Tax Invoice.

4.3 Where the Customer is a member of a buying group, any such Rebates granted to the group may be paid or credited by All Purpose Coatings to such group on the understanding that the group will be responsible for passing the payment on to its members as they may be entitled.

5. Credit granting and payment

5.1 All Purpose Coatings may accept an Order and allow credit for part or all of its value or may accept an Order and require pre-payment as a condition of delivery.

5.2 Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products supplied is required before delivery (cash or cleared funds). Where credit has been approved for the Customer, all Tax Invoices issued by All Purpose Coatings are due and payable by the date for payment agreed in writing by the Customer and All Purpose Coatings, but if no agreement in writing is made, then thirty (30) days from the date of the Tax Invoice provided by All Purpose Coatings to the Customer regarding Products ordered.

6. Credit Policy and Default

6.1 In the event that the Customer fails to make any payment payable pursuant to the Ts&Cs within the payment terms or breaches any of the warranties, obligations or agreements, the Customer shall be in default.

6.2 All Purpose Coatings may charge compounding interest on all amounts not paid by the Customer within the term for payment at a rate of 1.5% per calendar month calculated from the due date and accruing monthly therefrom until the date of payment.

6.3 If the Customer is in default the Customer must reimburse and indemnify All Purpose Coatings from and against all expenses, costs and disbursements incurred by All Purpose Coatings in pursuing the debt including all reasonably charged legal costs on a "solicitor and own client" basis and the fees and commissions charged to All Purpose Coatings by any mercantile agency to collect the amounts not paid (as if the debt is collected in full). If the Customer fails to pay any amount by the due date, All Purpose Coatings may at its sole discretion:

- (a) cancel any provision of credit to the Customer;
- (b) reverse any rebates or discounts allowed;
- (c) change credit payment terms including require cash pre-payment for any further Products ordered;
- (d) provide to a credit reporting agency details of the payment default;
- (e) commence legal proceedings against the Customer (and any guarantors) for all outstanding amounts, interest and costs;
- (f) decline to supply Products to the Customer and terminate this and any other agreement with the Customer;
- (g) exercise any other rights at law including pursuant to the PPS Act.

6.4 A certificate of debt signed by a representative of All Purpose Coatings shall be prima facie evidence and proof of money owing by the Customer to All Purpose Coatings at the time of the certificate.

6.5 As security for payment by the Customer for all goods and services supplied or that may in future be supplied from time to time at the Customer's request and all other money payable by the Customer to All Purpose Coatings, actually or contingently, now or in the future (secured money), the Customer hereby charges in favour of All Purpose Coatings all of the Customer's interest in any real property (including all property acquired after the date of this Deed and wherever situate). The Customer agrees to grant a mortgage over any such real property to better secure the secured money. The Customer also grants, as security for the secured money, a security interest as defined in the PPS Act in all of the Customer's present and after acquired personal property. The Customer hereby irrevocably appoints All Purpose Coatings and any person nominated by All Purpose Coatings as the attorney of the Customer with power to execute, sign, seal and deliver any documents to better secure the secured money and to perfect any security, including executing any registrable real property mortgage.

7. GST

7.1 All Purpose Coatings reserves the right, upon production of a Tax Invoice, to recover from the Customer any Goods and Services Tax (GST) payable in respect of supply of Products.

7.2 Unless expressly included all amounts of consideration expressed or described in any quotation or agreement. The Customer must pay an additional amount equal to any applicable GST. The additional amount must be paid when the other consideration is payable or at any earlier time that the Company is obliged to pay or allow credit for the GST.

8. Delivery

8.1 Delivery of the Products shall be deemed to have taken place when:

- (a) the Customer takes possession of the Products at All Purpose Coatings address if the Products are collected; or
- (b) the Products are delivered at the Customer's nominated address (in the event that the Products are delivered by All Purpose Coatings or All Purpose Coatings nominated carrier); or
- (c) the freight carrier (either nominated by the Customer or arranged by All Purpose Coatings on behalf of the Customer) takes possession of the Products in which event the carrier shall be deemed to be the Customer's agent.

8.2 All Purpose Coatings nominated address shall be the address specified in the Commercial Account Application Form or otherwise notified in writing by All Purpose Coatings.

8.3 Delivery of Products may not be refused by the Customer after an Order has been accepted by All Purpose Coatings. Where prices are stated as inclusive of delivery, delivery is to the delivery point accepted by All Purpose Coatings.

8.4 The Customer shall make all arrangements necessary to accept delivery of the Products whenever they are tendered for delivery.

8.5 Delivery of Products to a third party or place nominated in any way by the Customer is deemed to be delivery to the Customer pursuant to these Ts&Cs.

8.6 We are not liable for any damage to goods delivered by any method of transport. Absolutely no warranty is made that goods delivered will be undamaged. All Purpose Coatings Pty Ltd and its employees cannot be held liable for defective, damage or lost in transit goods during transport.

8.7 All Purpose Coatings shall not be liable for any loss or damage or expense arising from failure by All Purpose Coatings to deliver the Products at a specified time, promptly or at all and the failure of All Purpose Coatings to deliver at a specific time or at all shall not entitle either party to treat this contract as repudiated.

9. Recalls

9.1 If the Customer is directed to assist in any suspension of supply or recall of Products for any reason by All Purpose Coatings, the Customer must co-operate and comply with all such reasonable directions to ensure the most effective response to the suspension or recall. The sole cost and expense of such suspension or recall will be borne by: (a) All Purpose Coatings to the extent the costs and expenses are reasonable and necessary where the reason for the suspension or recall is fault in the manufacture of the Products; and (b) by the Customer where the reason is its act or omission.

10. Passing of Risk

10.1 The risk (but not title) in respect of Products sold passes to the Customer immediately upon delivery to the customer, the Customer's agent or courier as the case may be.

11. Retention of Title to the Products Pending Payment

11.1 Legal and beneficial ownership of the Products shall remain with All Purpose Coatings and shall not pass to the Customer until All Purpose Coatings has received in full (cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to All Purpose Coatings from the Customer on any credit account with All Purpose Coatings or pursuant to these Ts&Cs.

11.2 Until ownership of the Products has passed to the Customer, the Customer shall keep the Products in question as fiduciary agent and bailee for and on behalf of the Company.

12. PPS Act

12.1 Words in *italic* shall have the meaning and definitions set out in the PPS Act.

12.2 The Customer acknowledges that by virtue of these Ts&Cs the Company has a *security interest* in the Products and their *proceeds* for the purposes of the PPS Act.

12.3 The Customer acknowledges that All Purpose Coatings may do anything it considers necessary, including but not limited to registering on the PPSR any security interest in the Products which All Purpose Coatings has and including registration as a *purchase money security interest (PMSI)* in order to *perfect* the Company's security interest as a first priority interest under the PPS Act. The Customer agrees to do all things including signing any document which All Purpose Coatings reasonably requires to assist All Purpose Coatings to undertake the matters set out above.

12.4 The Customer waives pursuant to section 157(3)(b) of the PPS Act the right to receive notice of a *financing statement*, *financing change statement* or a *verification statement* in relation to any registration on the PPSR.

12.5 The Customer and All Purpose Coatings agree that pursuant to section 115 of the PPS Act, that the following provisions in the PPS Act are contracted out of insofar as they require All Purpose Coatings to give any notice or statement or allow any period of time or grant any opportunity to remedy to the Customer:

- (a) sections 95 (removal of accession), 96 (retention of accession);

- (b) section 125 (disposal or retention of collateral);
- (c) section 129 (disposal by purchase);
- (d) section 130 (notice of disposal), to the extent that it requires the secured party to give a notice to the grantor before disposal;
- (e) subsection 132(4) (statement of account if no disposal);
- (f) section 135 (notice of retention);
- (g) section 142 (redemption of collateral);
- (h) section 143 (reinstatement of security agreement).

12.6 Solely to preserve their confidentiality, to the extent allowed under section 275 of the PPS Act, the Customer and Company agree that neither will disclose information if requested by a third party under section 275(1).

12.7 The Customer agrees that any rights of the Company under this document are in addition to and not in substitution for its rights under the PPS Act.

12.8 The Customer undertakes to give the Company not less than 14 days' prior notice of any proposed change in the Customer's name or any other change in the Customer's details (including, but not limited to, changes in its address, phone or facsimile number and trading name).

13. Claims and Returns

13.1 Refunds or returns will only be given to the extent there is a non-excludable right to return or refund under the Australian Consumer Law or the Sale of Goods Act QLD or other applicable legislation.

13.2 The Customer will inspect and check all Products received and within 7 days of receipt notify the Company in writing of any shortage in quantity, defect, incorrect specification, damage or Products not in accordance with the Customer's Order. The Customer is responsible for checking that Products correspond with those Ordered prior to use. After use or expiry of the time stated herein the Product shall be deemed to be free from any defect or damage at delivery.

13.3 The Customer agrees that it will not return any of the Products without first informing the Company so that a Returns Authorisation ("RA") number may be issued by the Company for valid returns. The RA is valid for 7 days. Returned Products must be unmarked, in a saleable condition and must include the original packaging, accessories, delivery document and Tax Invoice.

13.4 No credit or replacement will be given unless and until Products so returned have been verified as being valid for return or are defective and are returned with a valid RA number. The Company reserves the right to recover its costs where the returned Products prove not to be valid for return or are not defective. Returned Products must be returned to the Company at 16 Hawkins Crescent, Bundamba, QLD, Australia or another address notified by the Company.

13.5 All freight, handling and other charges in relation to returning Products (other than Products defective or not ordered) are the responsibility of the Customer.

13.6 The Customer shall be liable for a Restocking Fee on all Products accepted for return. The Restocking Fee shall not apply to Products returned for being defective, damaged or for failing to comply with the Order. The current Restocking Fee is 15% of the price of the Products returned. Returns on items older than 14 days that are not defective or faulty, will not be accepted. Consumable or Discounted items are not valid for returns.

14. Export of Products

14.1 The Customer shall not export the Products outside Australia except with the written approval from the Company.

15.1 If the Customer objects to any invoiced item or amount, the Customer may withhold payment of the disputed amount, but only if on or before payment or the due date for payment (whichever occurs first), the undisputed amount of the Tax Invoice is paid in full and notice in writing of the dispute is given to the Company, setting out the details of the amount disputed, the reasons for

the dispute, and the basis for calculating the disputed amount. The Company will investigate all disputes. If the amount is found to be payable (in whole or in part) then the Customer must pay the due amount within 7 days of receiving notice and the basis of the decision. Invoiced amounts that are not objected to in writing within 30 days of the due date will be deemed to be correctly charged and accepted by the Customer and the customer waives all claims against the Tax Invoice.

16. Recovery

16.1 Notwithstanding any other provision to the contrary, if any amount is not paid by the Customer within the terms for payment, or if the Customer is subject to an insolvency event (including administration, liquidation or receivership) then until all amounts owed by the Customer to the Company are fully paid the Company may:

- (a) retake possession of the Products; and
- (b) keep or resell any of the Products repossessed.

16.2 The Customer hereby grants full leave and irrevocable license without any liability to the Company and any person authorised by the Company to enter any premises by any means where the Products may for the time being be placed or stored for the purpose of retaking possession of the Products.

17. Building and Construction Industry Payments Act 2004

17.1 At All Purpose Coatings sole discretion, if there are any disputes or claims for unpaid Products then the provisions of the Building and Construction Industry Payments Act 2004 may apply.

17.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.

18. Warranties, Disclaimer and Limitation of Liability

18.1 The Customer warrants that the Customer acquires Products under this agreement only:

- (a) for the purpose of re-supply; or
- (b) for the purpose of using them up or transforming them, in trade or commerce:
 - (i) in the course of a process of production or manufacture; or
 - (ii) in the course of repairing or treating other goods or fixtures on land.

18.2 Subject to clause 18.4 and except as expressly provided in these Ts&Cs or as set out in the Company's acceptance, and to the extent permitted by law, no guarantee, warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, aesthetic appearance, merchantability or fitness for purpose of any Products provided pursuant to these Ts&Cs is given or assumed by the Company and all such guarantees, conditions, warranties and liabilities (including liability as to negligence) express or implied relating to such Products are hereby excluded.

18.3 Products must be installed and/or used in accordance with the instructions provided by the Company or any warranty otherwise provided or available is voided to the extent permissible under the law.

18.4 All Purpose Coatings acknowledges that certain legislation in Australia, including the Australian Consumer Law, provides guarantees and rights which cannot be excluded, restricted or modified or which may in certain cases only be modified or restricted to a limited extent. Nothing in these terms and conditions excludes, restricts or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability implied by law (including any guarantee, condition, right or liability imposed under the Australian Consumer Law) to the extent it cannot lawfully be excluded, restricted or modified.

18.5 To the full extent permitted by law, the liability of All Purpose Coatings, including liability for any consequential loss which the Customer or any other entity or person may sustain or incur, will be limited, at All Purpose Coatings option, to:

- (a) the provision of a refund;
- (b) replacement of the goods;
- (c) repair of the goods; or

- (d) the payment to the Customer of the reasonable cost of having the goods repaired or replaced.
 - (i) if the breach relates to services:
- (e) the provision of a refund; or
- (f) re-supply of the services; or
- (g) the payment to the Customer of the reasonable cost of having the services re-supplied.

18.6 The Customer acknowledges and agrees that in entering into an agreement the subject of the Ts&Cs it has not relied in any way on the Company's representations and that it has satisfied itself as to the suitability of the Products for the Customer's purposes.

18.7 Subject to clause 18.4, and to the full extent permitted by law the Company will not be liable to the Customer for any loss or damage including loss of profits or any other indirect or consequential loss or damage, arising directly or indirectly,

and whether or not as a result of negligence, in any way in respect of anything done or supplied under these Ts&Cs including:

- (a) the supply to or use by the Customer of any Product; or
- (b) delayed or non-delivery of the Products for any reason including but not limited to loss, damage, theft of the Products whilst in transit; or
- (c) any breach by All Purpose Coatings of its obligations under this agreement.

19. Intellectual Property

19.1 The supply of Products to the Customer does not grant the Customer any intellectual property rights in or related to the Products or All Purpose Coatings or any manufacturer's trade-marks, all of which remain the exclusive property of All Purpose Coatings or the manufacturer.

20. Set-off and assignment

20.1 The Customer shall not be entitled to set off against or deduct from the price of Products sold any sums owed or claimed to be owed to the Customer by All Purpose Coatings.

20.2 The Customer may not assign or subcontract any contract for the purchase of Products or its rights or obligations under an agreement the subject of the Ts&Cs.

21. Force Majeure

21.1 All Purpose Coatings will have no liability to the Customer in relation to any loss, damage or expense caused by the Company's failure to complete an Order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lock-out, war or the inability of All Purpose Coatings suppliers to supply necessary materials or any other matter beyond All Purpose Coatings control.

22. Privacy consent

22.1 All Purpose Coatings may give information to third parties about the Customer, its guarantors, directors or proprietors for the following purposes:

- (a) to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors;
- (c) for registration on the PPSR or other public records or registers; and
- (d) to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.

23. Waiver of terms of agreement

23.1 The failure or indulgences by All Purpose Coatings to exercise, or delay in exercising, any right, power or privilege available to it under an agreement the subject of the Ts&Cs will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power and All Purpose Coatings shall be entitled to require strict compliance at all times.

24. Proper Law

24.1 An agreement the subject of the Ts&Cs is governed by and will be construed in accordance with the laws of the State of Queensland, Australia

24.2 An agreement formed pursuant to the Ts&Cs shall be deemed to have been entered into at All Purpose Coatings place of business.

25. General provisions

25.1 This document represents the entire agreement between the parties and no agreement or understanding varying or extending the terms of these Ts&Cs shall be legally binding upon either party unless in writing and signed by both parties or allowed by these Ts&Cs.

25.2 All Purpose Coatings may serve any notice or Court document on the Customer by hand or by forwarding it by post to the address of the Customer last known to the Company, or where a fax number or an email address has been supplied by the Customer, by sending it to that number or address. Such notices shall be deemed to be given:

- (a) where delivered by hand, on the day of delivery;
- (b) where sent by post, two (2) business days after the day of posting; and
- (c) where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained.

25.3 If any term of an agreement the subject of the Ts&Cs shall be invalid, void, illegal or unenforceable, it shall be severed from the agreement and the remaining provisions shall not be affected, prejudiced or impaired by such severance.

25.4 All Purpose Coatings may assign or licence or subcontract all or any parts of its rights and obligations hereunder without the Customer's agreement or consent.

25.5 In the event that the Customer sells or otherwise disposes of its business (or any part thereof), the Customer shall be responsible to immediately notify the Company in writing of such sale to enable the account to be closed. If the Customer fails to do so, then the Customer shall be jointly and severally liable with the third party acquiring the business (or part thereof) to the Company for the payment of Products subsequently sold to the third party on the Customer's account before the Company received such notice as if the Customer had ordered the Products itself.

26. Using the website

25.1 The website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied. Including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement. Compatibility, security and accuracy.

26.2 To the extent permitted by law, All Purpose Coatings Pty Ltd will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the website or online store / ordering system along with the information and data contained within the sites.

26.3 All Purpose Coatings makes no warranty that the functionality of the website will be uninterrupted. All Purpose Coatings reserve the right to restrict access to the website to allow essential maintenance or upload new services and / or improvements.

26.4 All Purpose Coatings make no warranty that the website / online store / ordering system will be error free or that defects will be corrected. The user acknowledges that information, products and services published on this website may include inaccuracies and typological errors.

27. Copyright

27.1 All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, text, graphics and all software and source codes connected with the website) are owned by or licensed to All Purpose Coatings Pty Ltd or otherwise used by All Purpose Coating Pty Ltd as permitted by law.

28. Registration and account details

28.1 When you register with All Purpose Coatings Pty Ltd you must guarantee that all of the information which you provide is true, accurate and up to date.

28.2 You must not impersonate any other person or entity or use a false name or a name which you do not have authority to use.

28.3 If any of the information provided subsequently changes you must inform us immediately.

28.4 You are wholly responsible for the confidentiality and maintenance of your password and personal account details and any activities that occur under your account. It is important that you keep your personal details and password confidential and secure. If you have any reason to suspect that your password has become known to someone else, has been or is likely to be used without your authorisation you should contact All Purpose Coatings Pty Ltd immediately.

28.5 All Purpose Coatings Pty Ltd shall not be liable to any person for loss or damage which may arise as a result of any failure by you to protect your account details or password.

29. Product Disclosure

Some vehicle tyres may contain a protective product that reacts with some topcoats, in this case it is recommended that a form of matting under the tyres be used to protect the finished floor until leaching from the tyres has stopped approximately 6 months or 10,000km.

30. Safety Precautions

30.1 The Customer acknowledges:

- (a) Epoxy products may cause allergic reactions through skin contact. Please pay careful attention to the Technical Data and Material Safety Data Sheets provided within our website. If you are unable to obtain these through the website, then a hard copy can be provided on request. It is the customer's responsibility to adhere to all information provided within these sheets.
- (b) The Customer, his representative or contractors are responsible for checking the suitability of Products and their intended uses.

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