

TERMS AND CONDITIONS

Snap Lighting (Q6 Products)

1. Definitions

- 1.1. **Company** - Q6 Products Pty Ltd.
- 1.2. **Customer** - Persons or entities purchasing Products or engaging with the Company in any way including Website use.
- 1.3. **Parties** – the Company and the Customer are the parties to this contract
- 1.4. **Products**- Products or services available for purchase from the Company.
- 1.5. **Terms and Conditions** - The entirety of this document.
- 1.6. **Intellectual Property** - includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names, websites or internet domain names, and any confidential information.
- 1.7. **Website** – the Snap Lighting website and any other websites controlled by Q6 Products.

2. General

- 2.1. These Terms and Conditions apply to every Customer unless agreed in writing by the Company.
- 2.2. This document constitutes a legally binding agreement between the Company and Customer for the supply of Products.
- 2.3. The Company may from time to time amend these Terms and Conditions without notice.

3. Website

- 3.1. The Website may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained. The Company is not responsible for the content or privacy practices associated with linked websites.
- 3.2. The Customer must take reasonable precautions to ensure that the process for accessing the Website does not expose them to risk of viruses, malicious computer code or other forms of interference which may damage their computer system. The Company takes no responsibility for any such damage which may arise in connection with or use of the Website.
- 3.3. The Company reserves the right to amend the content of the Website at any time without notice.

- 3.4. The Company reserves the right to discontinue or change Products and/or services, their prices, colours, specifications and any other details about them at any time without notice.
- 3.5. The Company has made every effort to display as accurately as possible the colours, features and images of Products. The Company is not liable for any minor mismatch between the Website and actual Products.

4. Payment and Pricing

- 4.1. The purchase price must be paid in full at time of Product purchase.
- 4.2. A charge may apply based on the payment method as indicated at the time of purchase.
- 4.3. Prices are subject to change at any time, without notice, at the discretion of the Company.
- 4.4. Once a purchase has been accepted by the Company the price of the Product cannot be varied except by agreement between the Company and Customer in writing.
- 4.5. All prices listed on the Website exclude delivery costs. Delivery costs are shown separately when purchasing.
- 4.6. The Company reserves the right to decline or cancel a purchase and may do so at any time prior to dispatch of the Product(s).
- 4.7. In the event of a cancelled purchase that has not dispatched, funds paid in relation to that purchase will be refunded in full.
- 4.8. The Company does not accept any responsibility for purchases that are declined, delayed or not accepted due to disruptions with internet connections.

5. Shipping and Delivery

- 5.1. Where a Customer gives written authority for Products to be delivered without a signature, any and all included insurance cover will be voided.
- 5.2. The couriers or postal services nominated by the Company will deliver Products during local business hours (9am to 5pm, Monday to Friday).
- 5.3. The Company is not responsible for the delivery times of Products. The Company shall not be liable for any inaccuracy of information provided to Customers relating to the date and time of delivery.

6. Marketing and Our Intellectual Property

- 6.1. The Company owns the Intellectual Property rights in:
 - 6.1.1. its pre-existing Intellectual Property, including but not limited to copyright which subsists in all creative and literary works incorporated into the Company's



pre-existing Intellectual Property;
and

- 6.1.2. Intellectual Property that the Company creates during the course of this engagement, including but not limited to copyright which subsists in all creative and literary works in all Intellectual Property that the Company creates during the course of this engagement.

6.2. This Intellectual Property is protected by Australian and international laws. Nothing in this Contract constitutes an assignment or transfer of the Company's Intellectual Property rights, or a right to use the Company's Intellectual Property, whether registered or unregistered, except as stated in this Contract or with the Company's written permission.

6.3. The Customer must not breach the Company's Intellectual Property rights by, including but not limited to:

- 6.3.1. altering or modifying the Company's Intellectual Property;
6.3.2. creating derivative works from the Intellectual Property;
6.3.3. using the Company's Intellectual Property for commercial purposes such as on-sale to third parties; or
6.3.4. using the Company's Intellectual Property for advertising purposes in any manner or medium without the Company's prior permission.

6.4. Clauses 6.1 and 6.3 will survive the termination of this Contract.

7. Warranty and Returns

- 7.1. All Products have a 12 month warranty from the original purchase time.
- 7.1.1. During the warranty period, if there is a breakdown or failure of the Product(s) resulting from regular use or an unforeseen fault inherent in the Product(s) the Customer shall notify the Company immediately for the appropriate action to be taken.
- 7.1.2. If requested by the Company, evidence from the Customer proving the fault was not caused by misuse or other Customer action or inaction must be provided to qualify for repair, replacement or refund.
- 7.1.3. A credit/refund will only be issued once the Product(s) has been inspected on return and the Company determines that the fault occurred in regular use or by inherent Product(s) fault and not from the actions or inaction of the Customer.
- 7.2. The Company offers a full refund or exchange for change of mind purchases within a 30-day period with proof of purchase.

- 7.2.1. All Products must be returned in original packaging and in a resalable condition.
- 7.2.2. The Customer is responsible for the return freight costs.
- 7.2.3. A credit/refund will only be issued once the Product(s) has been inspected on return and the Company determines it is fit for resale.
- 7.2.4. Snap Lighting Universal Sockets that have been installed cannot be returned for a change of mind refund/exchange.

8. Condition, Loss or Damage

- 8.1. Any damage present on the Product(s) noticed by the Customer at delivery or pick up is to be brought to the attention of the Company to rectify or otherwise within 24 hours of taking possession.
- 8.2. After taking possession, the Customer is liable for repair or replacement costs for any loss or damage to the Product(s), irrespective of how the loss or damage occurred.
- 8.3. The Customer shall not, without prior written consent from the Company, tamper with, repair or modify the Product(s) in any way, or permit another to do so.

9. Handling and Use

- 9.1. The Customer agrees that the Product(s) shall only be used for its intended purpose and in accordance with any manufacturer's and Company instructions and recommendations.
- 9.2. The Customer agrees to operate, maintain, handle, store and transport the Product(s) strictly in accordance with any instruction provided by the Company and with due care and diligence
- 9.3. The Product(s) shall not be used for any illegal purpose.

10. Safety

- 10.1. The Customer agrees to comply with all occupational health and safety laws and regulations relating to the use of the Product(s) and associated operations.
- 10.2. The Customer agrees that use of the Product(s) carries with it dangers and risks of injury and the Customer agrees to accept all dangers and risks.
- 10.3. The Customer shall ensure that all persons operating or installing the Product(s) are instructed in its safe and proper use.

11. Australian Consumer Law

- 11.1. The Company will provide the Product(s) with due care and skill, the Product(s) will be fit for the purpose that the Company advertises, and the



Company will provide the Product(s) within a reasonable time.

- 11.2. Certain legislation including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations may confer the Customer with rights, warranties, guarantees and remedies relating to the provision of the Product(s) by the Company to the Customer which cannot be excluded, restricted or modified (Statutory Rights).
- 11.3. Nothing in these Terms excludes the Customer's Statutory Rights as a consumer under the ACL. The Customer agrees that the Company's liability is governed solely by the ACL and the terms of this Contract.
- 11.4. Except for the Customer's Statutory Rights, the Company excludes all express and implied warranties representations and guarantees and all material and work is provided to the Customer without warranties, representations and guarantees of any kind.

12. Indemnity

- 12.1. The Customer is liable for and agrees to indemnify, defend and hold the Company, its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
 - 12.1.1. any information provided by the Customer that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - 12.1.2. the Customer's breach of the terms under this Contract;
 - 12.1.3. any misuse of the Product(s) or Website by the Customer, its employees, contractors or agents; and
 - 12.1.4. the Customer's breach of any law or third-party rights.
- 12.2. The Customer agrees to co-operate with the Company (at the Customer's own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of the Customer's use of the Product(s) including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information that the Customer has given to the Company.
- 12.3. This clause will survive the termination of this Contract.

13. Liability

- 13.1. The Customer shall assume all risks and liabilities for, and in respect of, the Product(s) and Website

and for all injuries to or deaths of persons and any damage to property howsoever arising from the Customer's possession, use, maintenance, repair, storage or transport of the Product(s), or Website use.

- 13.2. The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 13.3. To the extent permitted by law, the Company will not be liable for any loss or damage suffered by the Customer where the Company has failed to meet any delivery date or cancels or suspends the sale of Product(s).
- 13.4. Notwithstanding any provision to the contrary, where the provision of the Product(s) depends on the Customer's information or response, the Company has no liability for a failure to provide the Product(s), where it is affected by the Customer's delay in response or supply of incomplete or incorrect information.
- 13.5. To the extent permitted by law, the Company excludes liability for any claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by the Customer or made against the Customer, arising out of or in connection with the Customer's inability to access or use the Product(s) or Website, or the late supply of the Product(s), even if the Company was expressly advised of the likelihood of such loss or damage.
- 13.6. To the extent permitted by law, the Company's total liability arising out of or in connection with this Contract, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to the Company re-providing the Product(s) to the Customer, or, at the Company's option, refunding to the Customer the amount the Customer has paid the Company for the Product(s) to which the Customer's claim relates.
- 13.7. This clause will survive the termination of these Terms.

14. Dispute Resolution

- 14.1. If there is a dispute between the Parties in relation to this Agreement, the Parties agree to the following dispute resolution procedure:
 - 14.1.1. The complainant who raises the dispute must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties will agree to meet in good faith to seek to resolve the dispute by agreement between them.



14.1.2. If the Parties will not meet, or cannot agree on how to resolve the dispute within 4 weeks of the written notice from the complainant, then any of the Parties may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Victoria to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation recommended by the mediator, in good faith, to seek to resolve the dispute through mediation or other alternative dispute resolution processes.

14.2. Any attempts made by the Parties to resolve a dispute pursuant to this clause shall be without prejudice to any other rights or entitlements of the Parties under this Agreement, by law or in equity.

15. Governing Law

15.1. These Terms and Conditions are governed by the laws of the state of Victoria, Australia and each party submits to the exclusive jurisdiction of the Court of that State.

16. Miscellaneous

16.1. If any provision of these Terms and Conditions is wholly or partly invalid, unenforceable, illegal, void or voidable, these Terms and Conditions must be construed as if that provision or part of a provision had been severed from these Terms and Conditions and the Parties remain bound by all of the provisions and part provisions remaining after severance.

16.2. The Company is in no way obliged to sell any Product(s) to the Customer and may refuse to sell Product(s) to a Customer at its absolute discretion, including but not limited to, if the Customer fails to provide adequate identification or if in the opinion of the Company, the Customer's safety is put at risk by providing them with such Product(s).

16.3. Protection of Customer data is handled as per the Company Privacy Policy

16.4. Failure by the Company to enforce any of these Terms and Conditions shall not be construed as a waiver of any of the Company's rights.

16.5. This edition of these Terms and Conditions replaces and supersedes all previously issued Terms and Conditions by the Company.

