



## TERMS AND CONDITIONS – Sale of Black Adda branded Products

Ozsafe Industries Pty Ltd ACN 106 314 970 trading as Black Adda ("Black Adda")  
Level 1/606 Sherwood Road, Sherwood QLD Australia 4075 | info@ozsafe.com.au

### 1. General

- a. The contract is between Ozsafe Industries Pty Ltd trading as Black Adda ("Black Adda/us/we") and its customer ("you/your") relating to any of our Black Adda branded Products ("agreement"). You are taken to accept and be bound by these terms and conditions when you purchase a Black Adda branded Product ("Product/goods"), even if you purchased the Product from a third-party distributor.
- b. These terms and conditions apply to all future transactions between Black Adda and you, whether or not this document is delivered or executed during the course of the transaction.

### 2. Price

- a. The price payable for the Product is the price advertised at the time and point of sale. You are liable for any tax or GST.
- b. You are liable to pay the delivery fees and charges notified to you at the time and point of sale.

### 3. Product use and safety

- a. You must read, understand and comply with all instructions and labels supplied to you with the Product before use.
- b. On each occasion before use, you must check the Product for any visible defects or missing parts, and ensure it is fitted to the ladder correctly and is free from foreign material. Do not use the Product if it is damaged in any way or missing parts.
- c. Ensure that the ladder and the Product are always set on solid footing. Ensure that the ladder stiles are vertical and the rungs are horizontal before each use.
- d. You must not place an object under the ladder or the Product to gain additional height.
- e. Never adjust the Product or the ladder while in use.
- f. Electricity kills, always look up when handling the ladder.
- g. You must use the ladder to the manufacturer's guidelines, and comply with any other applicable laws, such as workplace health and safety laws in your area.
- h. You are responsible for using the Product in the manner and for the purpose that we have directed.
- i. The Product is designed for use on an extension ladder as a ladder leveller. You must not use the Product for a purpose it has not been designed for including without limitation: scaffolding; caravans; vehicles; raised platforms.
- j. If you do not follow our instructions and warnings when using the Product, the Product may fail and you may be injured. We do not accept any liability to you or any third party in that event.

### 4. Product Warranty

- a. The Black Adda ladder leveller Product (**Warranty Product**) is covered by a 12 month warranty on the following terms.
- b. The warranty operates for 12 calendar months from the date of purchase (**Warranty Period**)
- c. In the event the Warranty Product experiences a manufacturing defect during the Warranty Period, you may make a warranty claim by returning the Warranty Product to us.
- d. You will provide us with a reasonable opportunity to inspect the Warranty Product and take steps to rectify their performance if required.
- e. If the Warranty Product has been damaged by your: negligence; misuse; failure to follow our instructions as to its operation; accidental damage or some other cause that we cannot reasonably be responsible for, then the Product Warranty is void and we will not be liable to you.
- f. If we are satisfied that the Warranty Product has suffered a manufacturing defect within the Warranty Period (and we must act reasonably in making that determination), we will provide a replacement Warranty Product to you within a reasonable time as the only remedy available under this contractual warranty.
- g. For the avoidance of doubt, the swivel foot Product is not covered by this contractual warranty, and nothing in this document is intended to exclude the rights which cannot be excluded under the *Competition and Consumer Act 2010 (Cth) (ACL)*.

### 5. Return and refund policy

- a. Where you purchase the Product from us directly, we may accept returns and provide refunds for change of mind, on the terms listed on our website from time to time.

### 6. Liability

- a. You use the Product at your own risk.
- b. "Claims" means any liability of any kind accruing to Black Adda in relation to or associated with the Product (whether in contract, tort including negligence, by statute or otherwise)

including without limitation: any loss; damages; harm; personal injury; loss of profit or income; loss of use; financial or economic loss; indirect or consequential loss or damage suffered by you or a third party; breach of these terms and conditions of sale or statutory duty; tortious claims including negligence.

- c. You agree to release and indemnify Black Adda from and against all liability for all Claims.
- d. Notwithstanding any other provision of this or any Agreement or otherwise, if any Claims accrue against Black Adda, Black Adda's liability for all Claims in all and any circumstances shall be limited in aggregate to the purchase price you paid for the Product.
- e. To the extent permitted by law, all statements, representations, provisions, conditions, promises, undertakings and covenants (whether express or implied) relating to the Product, are hereby excluded in their entirety and are of no effect whatsoever.
- f. These terms do not purport to exclude, restrict or modify obligations that arise and cannot be contracted out of under statute, including the ACL.
- g. Where Black Adda is permitted under the ACL to limit its liability for breach of a condition or warranty that is implied by the ACL, Black Adda's liability shall be limited at our sole discretion to: the replacement of the Product; the repair of the Product; a refund of the price you paid for the Product.

### 7. Delivery

- a. We are not be liable for any damages, costs or losses you or someone else incurs as a result of any delay in delivery.

### 8. No reliance

- a. You acknowledge and agree that you have not relied on any prior representation or promises made by us, except as documented in writing by us.

### 9. Force Majeure

- a. We will not be liable or responsible for any delay or failure of performance occasioned by strikes, riots, fire, insurrection, pandemics, embargoes, failure of carriers, inability to obtain materials or transportation facilities, acts of God or of the public enemy, government tariffs and quotas, compliance with any law, regulation or other governmental or court order whether or not valid, or other causes beyond our control.

### 10. No waiver

- a. These terms and conditions may only be waived or modified as agreed between us and documented in writing.

### 11. Severance

- a. In the event of any part of these terms and conditions becoming void or unenforceable, then that part shall be severed from the agreement and the remaining terms and provisions of the agreement will remain in full force and effect.

### 12. Applicable law

- a. The agreement shall be governed by and construed in accordance with the laws of the state of Queensland, Australia.
- b. You agree to submit to the exclusive jurisdiction of the courts of Queensland and any court which may hear appeals from a court of Queensland.

### 13. Intellectual Property

- a. The supply of the Product does not constitute a transfer of any intellectual property rights in the Product or any part thereof.
- b. All sketches, designs, concept designs, photographs, plans of any description and documents prepared by us are our intellectual property and are subject to the copyright laws of Australia. Black Adda®.
- c. All Intellectual Property in the Product, including its design, appearance and method of operation, is owned by us.
- d. You shall not do anything inconsistent with or infringe our intellectual property rights. Copying, lifting, disassembly, reverse engineering or manufacturing the Product is strictly prohibited.
- e. You agree that you will not attempt (or cause to be attempted) the manufacturing or sale of a Product which is a copy of, or substantially similar to, our Product. You agree that if you breach this provision, Black Adda is likely to suffer costs, losses and damages, which may be claimed from you.