



## InfraBuild Additional Consumer Terms and Conditions of Sale Effective November 2023

### In this document:

- (a) "ACL" means the *Australian Consumer Law* which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (b) "Additional Consumer Terms and Conditions" means the terms and conditions set out in this document;
- (c) "Consumer" means a Customer that is a consumer (as that term is defined in the ACL) in respect of the particular supply of Goods;
- (d) "Consumer Guarantees" means the guarantees relating to the supply of goods and services to consumers provided by Division 1 of Part 3-2 of the ACL;
- (e) "Terms and Conditions" means the Supplier's Standard Terms and Conditions of Sale in effect at the relevant time (as published on [www.infrabuild.com](http://www.infrabuild.com));
- (f) In the event of any inconsistency between a provision of the Terms and Conditions and the Additional Consumer Terms and Conditions, the latter shall prevail;
- (g) Unless otherwise expressly stated, a word or expression used or defined in the Terms and Conditions has the same meaning in the Additional Consumer Terms and Conditions;
- (h) Unless otherwise stated, an expression used or defined in the ACL has the same meaning in the Additional Consumer Terms and Conditions;
- (i) Words indicating the singular include the plural and vice versa;
- (j) Nothing in the Additional Consumer Terms and Conditions shall be construed as being contrary to the provisions of the ACL or the *Competition and Consumer Act 2010* (Cth).

### 1. Application

- (a) The Additional Consumer Terms and Conditions apply to the supply of Goods when and only to the extent that:
  - i) the supply of Goods is to a Consumer; and
  - ii) the Additional Consumer Terms and Conditions are incorporated into and form part of the Terms and Conditions in accordance with clause 25 of the Terms and Conditions, in respect of that supply of Goods.

### 2. Exception to Consumer Guarantee

The Consumer's right to undisturbed possession of the Goods shall not apply to the extent that the Supplier maintains a valid security interest in the Goods pursuant to clauses 5 and 6 of the Terms and Conditions.

### 3. Limitation of Liability

- (a) To the extent that Goods supplied by the Supplier are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then
  - i) the Supplier's liability for any failure to comply with a Consumer Guarantee (other than those guarantees as to title, undisturbed possession and undisclosed securities) is limited, at the sole discretion of the Supplier, to replacement, resupply or repair of the Goods; payment of the cost of replacing or acquiring equivalent goods; or

payment of the cost of having the goods repaired; and

- ii) to the extent that the Goods comprise a service, the Supplier's liability for any failure to comply with a Consumer Guarantee is limited, at the sole discretion of the Supplier, to supplying the service again or payment of the costs of having the service supplied again.
- (b) Clause 3(a) shall not apply if the Consumer establishes that it would not be fair and reasonable for the Supplier to rely on the applicable clause.
- (c) To the extent that clause 3(a) does not apply, the Supplier acknowledges that the Goods which the Supplier provides come with guarantees that cannot be excluded under the Australian Consumer Law. The Consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Consumer is 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.

### 4. Making a Claim

- (a) If during the first 30 days from their date of delivery or receipt (or such other period that is reasonable in the circumstances) the Goods prove to be defective, the Supplier shall honour its obligations as set out above or in the ACL, as applicable.
- (b) In order to make a claim the Consumer must telephone the Supplier on 1800 178 335. The Consumer must provide the Supplier with details of the Goods, the date of supply, a description of the defect and appropriate contact details. Upon accepting the claim, the Supplier shall assist the Consumer with the appropriate remedy.
- (c) All Goods the subject of a claim must be accompanied by satisfactory proof of purchase. While this may take a number of forms, it is best to provide a legible receipt or sales invoice.
- (d) Unless the cost of doing so is unreasonably significant, the Consumer shall be responsible for returning the Goods at its expense. In all other cases, the Supplier shall collect the Goods at its expense.

### 5. Contact details

The Supplier's contact details are:  
Level 28, 88 Phillip Street  
Sydney NSW, 2065  
InfraBuild Direct: 1800 178 335  
Website: <http://www.infrabuild.com>