

INFORMATION SHEET – PLEASE READ

Dear Consumer (**you, your**),

Before entering into an agreement with Hunter Valley Steel & Engineering Supplies Pty Ltd ACN 002 347 391 (**we, us, our**), please ensure that you read and understand this Information Sheet and our Terms and Conditions (**Agreement**) to which this Information Sheet is annexed and to which it relates.

If you do not understand this Information Sheet or the Agreement you should seek independent legal advice.

These documents govern our dealings with you and how we will provide our goods and services to you, as well as our obligations to you and your obligations to us. **You should be aware that the Agreement contains provisions that may substantially prejudice your interests**, including the following clauses:

Clause 4.1: This clause limits our liability for loss, damage or theft of any goods belonging to you during the transportation or whilst in the care, custody or control of us.

Clause 4.6: You will be responsible for the provision, operation or maintenance of machinery required to facilitate delivery of goods or services. We will not be liable for these items.

Clause 8.1: This clause excludes our liability (to the extent permitted by law) for loss or damage you may suffer except to the extent that the loss is caused by our negligence, breach of the Agreement or breach of the express warranties in the Agreement.

Clause 8.2: This clause confirms that our liability will be limited to the lesser of the re-supply of goods or services (if applicable), the cost of the re-supply of goods in question (if applicable), or the contract price for the original supply of the goods

Clause 8.3: This clause excludes our liability for any indirect or consequential loss you may suffer loss of income, profit or opportunity or for any contingent, consequential direct/indirect special, or punitive damages arising out of or in connection with this Agreement, at law or in equity.

Clause 8.4: This clause excludes our liability for any loss you may suffer as a result of the misuse, neglect, or wilful destruction of any part of the goods, or any damage caused by or to the goods as a result of continued use of any part of the goods after a defect has been detected.

Clause 8.5: This clause limits our liability subject to the circumstances in which we are engaged and what we are engaged to perform. For example, where you engage us to supply goods but not install them, we are not liable for defects arising out of how the goods are installed.

Clause 8.6 & 9.1: These clauses exclude (to the extent permitted by the Law) all warranties not expressly included in our terms and conditions.

Clause 9.3: We are not liable for negotiating manufacturer warranties on your behalf.