

## A. TERMS OF USE

### 1. Applicability

Every visit to the site of PREMIUM FLOORS AUSTRALIA P/L is subject to its general terms, including the following special terms.

By using this site, my.premiumfloors.com.au, you signify your agreement to the following terms of use. If you do not agree to these terms of use, please refrain from using this site. These terms of use only apply to the use of this website and are, under no condition, applicable on the sale and delivery of goods by PREMIUM FLOORS AUSTRALIA P/L. If you violate these terms of use or if you use this site for unlawful and illegal purposes, PREMIUM FLOORS AUSTRALIA P/L can revoke your access without notice. PREMIUM FLOORS AUSTRALIA P/L reserves the right to update or revise these terms at any time. You should check the terms periodically for changes, you can review the most current version of the terms at the start page. If, in a particular instance of use, deviations to these terms are allowed, these terms shall be applicable in all other respects. Deviations are never applicable for more than one assignment, except in the case of written confirmation.

### 2. Description of service

The site "my.premiumfloors.com.au" offers users the possibility to look up products of PREMIUM FLOORS AUSTRALIA P/L and group them with a view to an order. You can, according a detailed catalogue, select the chosen products and load them into your cart. With a search facility you quickly find anything you need. Furthermore, you can easily consult the accessories that go with the product. The system will help you to optimise your order. Besides, with statistics you can check what you have ordered and at what time you have submitted which order, providing an accurate and efficient record of transactions.

### 3. Offer without commitment

The disposal of facts by PREMIUM FLOORS AUSTRALIA P/L on this site can by no means be considered by the user as a binding offer from PREMIUM FLOORS AUSTRALIA P/L for the sale of goods. An agreement concerning the sale of goods by PREMIUM FLOORS AUSTRALIA P/L will only become effective by the written order confirmation from PREMIUM FLOORS AUSTRALIA P/L to the customer, on the customary order confirmation forms, from which the content will be binding for both parties and will set out their obligations towards each other, in addition to the standard terms and conditions of sale offered by PREMIUM FLOORS AUSTRALIA P/L (a copy of which is available on request), without prejudice to the applicability of these terms.

### 4. Your registration obligation accurate information

In consideration of your use of the service, you explicitly agree to provide true, accurate, current and complete information about yourself and to inform PREMIUM FLOORS AUSTRALIA P/L immediately in case of possible changes. PREMIUM FLOORS AUSTRALIA P/L has the right to suspend or terminate your registration and/or the use of the service, if it has grounds to suspect that the submitted information is untrue, inaccurate, not current or incomplete.

### 5. Password and security access

#### Code and password

As part of the registration process, you will receive an access code and password. You are responsible for maintaining the confidentiality of your access code and password, so that only you and duly authorised employees of PREMIUM FLOORS LTD, have knowledge of this password. Any use of these identification elements is on your sole responsibility. You are responsible for the proper exit from your account at the end of each session.

#### Notification requirement

You agree to immediately notify PREMIUM FLOORS AUSTRALIA P/L of any unauthorized use of your password or any other breach of security, or when you have reason to assume your access code and/or password are being used in an unauthorized way or by an unauthorised person or entity. You will need to confirm this notification immediately by phone, followed by written notification. Your password lapses when you do not make any use of the service of this website to order goods from PREMIUM FLOORS AUSTRALIA P/L during any six month period. PREMIUM FLOORS AUSTRALIA P/L can consider a new registration if necessary. You are not allowed to use the service of PREMIUM FLOORS AUSTRALIA P/L for unlawful, political or discriminating purposes.

- You agree to respect the current laws when you submit material through the site of PREMIUM FLOORS AUSTRALIA P/L. It is prohibited to submit unlawful, abusive, obscene, harassing information, incompatible with public order and/or good morals, invading another's privacy or inciting to racial discrimination or xenophobia;
- You agree not to submit or post any unsolicited mail;
- It is strictly prohibited to "hack" the site of PREMIUM FLOORS AUSTRALIA P/L or any other system that is available on or through the Internet;
- The provisions of the Law of 28th November 2000 on Information Crime are applicable.

You agree not to use the service of PREMIUM FLOORS AUSTRALIA P/L for any act that results in:

- illegal entrance to data of linked networks; - affecting the proper functioning of PREMIUM FLOORS AUSTRALIA P/L or this site or endangering the use or capacity of the operations for other users;
- harming or destroying the integrity of computer data. In case of unlawful use of this site, PREMIUM FLOORS AUSTRALIA P/L reserves the right to terminate your access to this site, without any notice. PREMIUM FLOORS AUSTRALIA P/L cannot be held liable for infringements by use of this service by third parties or users. PREMIUM FLOORS AUSTRALIA P/L invites its users to report any unlawful content which may be available on its site, in order to allow PREMIUM FLOORS AUSTRALIA P/L to take the necessary and appropriate measures to delete this information or make it inaccessible.

#### **Use of "cookies"**

PREMIUM FLOORS AUSTRALIA P/L can make use of "cookies", little parts containing information, which are being stored on the hard disk of the user, in order to simplify the use of this site. For instance, "cookies" can be used to fix a choice of language. The use of "cookies" is commonly accepted by users. If you should prefer not to accept "cookies", you can eliminate this by adapting the preferences of your browser. However, in that case, PREMIUM FLOORS AUSTRALIA P/L cannot guarantee the proper functioning of this site.

## **6. Limitation of liability own risk**

Your use of the service of PREMIUM FLOORS AUSTRALIA P/L is at your sole risk. PREMIUM FLOORS AUSTRALIA P/L makes no warranty, whether explicit or implied, relating to the proper functioning of this site, the information, the contents, the materials or the products, including the prices, which are presented on this site. no warranty of failure, interruptions, errors - Although PREMIUM FLOORS AUSTRALIA P/L takes care over the layout and the use of this site, the data could contain technical mistakes or mistakes concerning content or typographical errors. The use of the site could be temporarily interrupted or suspended.

This site is provided by PREMIUM FLOORS AUSTRALIA P/L on an "As is" and "As available" basis. PREMIUM FLOORS AUSTRALIA P/L makes no warranty in relation to accuracy, completeness or suitability of the information for any use whatsoever, nor in relation to the permanent availability of the site. The user can pass through or communicate the necessary information at any time to PREMIUM FLOORS AUSTRALIA P/L through conventional channels, like fax, telephone, e-mail etc. The information on the website can be out of date. PREMIUM FLOORS AUSTRALIA P/L makes no commitment to keep the

information updated at any time. Failure, interruptions or mistakes in the electronic supply of the service do not entitle the user to any financial compensation. PREMIUM FLOORS AUSTRALIA P/L reserves the right to make changes to the layout, content of her service and/or website, without notice. Any temporary delay or suspension of activities caused by these adjustments, does not entitle the user to claim damages, direct or indirect. PREMIUM FLOORS AUSTRALIA P/L does not warrant that the available service is the most recent version. PREMIUM FLOORS AUSTRALIA P/L assumes no responsibility and shall accept no liability for any decision or act, which the user should have taken, based on the information or data. Neither shall PREMIUM FLOORS AUSTRALIA P/L be liable for mistakes and errors or, towards the users or third parties, for any direct, indirect, incidental damage, lost profits, loss of opportunity or any other damage, arising out of negligence or oblivion in providing, compiling, installing, writing, interpreting, announcing and spreading information or data through this service, even when PREMIUM FLOORS AUSTRALIA P/L was warned for such damage.

In case some jurisdictions do not allow this exclusion of warranty or limitations of liability, the liability of PREMIUM FLOORS AUSTRALIA P/L would be limited to the fullest extent permitted by law. PREMIUM FLOORS AUSTRALIA P/L assumes no responsibility and shall accept no liability for damage and viruses that may affect your computer equipment arising out of your use of or access to this service. PREMIUM FLOORS AUSTRALIA P/L commits itself to act with the greatest possible care, in order to prevent that this site would be affected by viruses or other damaging elements, of which nature whatsoever. This site can contain links to third party websites. PREMIUM FLOORS AUSTRALIA P/L has no control over such sites or the information they contain. You acknowledge and agree that PREMIUM FLOORS AUSTRALIA P/L is not responsible for the content or quality of these websites. A link does not necessarily mean that PREMIUM FLOORS AUSTRALIA P/L cooperates or that PREMIUM FLOORS AUSTRALIA P/L approves the information on these sites.

## **7. Downloading material**

PREMIUM FLOORS AUSTRALIA P/L gives you the permission to download and print certain material, under the following cumulative conditions:

- You can only download and/or print material for which PREMIUM FLOORS AUSTRALIA P/L gives you her explicit approval;
- You agree to not modify or adjust the material in any way;
- You agree to not modify or omit in any way the signs of intellectual proprietary rights of PREMIUM FLOORS AUSTRALIA P/L (like trademarks or patents);
- PREMIUM FLOORS AUSTRALIA P/L reserves the right at any time to refuse downloading or printing of material, without notice;

- You only receive a temporary user's right on this service. This right cannot be considered an assignment of rights.

## 8. Intellectual proprietary rights

### Copyrights

You acknowledge explicitly that all content and materials available on this site are the property of PREMIUM FLOORS AUSTRALIA PTY.LTD. This website, as well as the content, logos, images and other items, and their selection and design are protected under copyright. Any copy, modification, adjustment or every other method of use or exploitation of the entire or part of this site, under any way and no matter how, is strictly prohibited, except in the case of prior written consent of PREMIUM FLOORS AUSTRALIA PTY. LTD. Likewise, it is strictly prohibited to save this information electronically or use it for unlawful purposes.

### Trademark information

The trademarks, logos and other marks that are being used on this site, are trademarks and/or trade names which are legally protected. The permission to use this website does not license you to use the marks or names appearing on this site. Any use of these or similar marks or names is strictly prohibited without the prior written consent of the rightful owner. In case of copyright or trademark infringement, PREMIUM FLOORS AUSTRALIA P/L reserves the right to institute civil or criminal proceedings.

## 9. Privacy policy

### Collecting information

PREMIUM FLOORS AUSTRALIA P/L collects personal information in the context of registration on the site. This information shall be stored to guarantee the proper functioning of the service, to optimise it by analysis and to gear the service better to the needs of the user. The submitted information can be used by PREMIUM FLOORS AUSTRALIA P/L for marketing purposes. If you wish that the information will not be used in the way, as mentioned above, you are free to refuse by highlighting the provided indication during the registration process.

### Right of inspection and correction

Every user, who proves his identity, is authorized to gain access to his personal file and to make corrections, with prior dated and signed written request. PREMIUM FLOORS AUSTRALIA P/L reserves the right at any time to modify the terms of the current privacy policy, on notice to the customer by website or e-mail.

## 10. Choice of law and forum

### Applicable law

This site is being controlled from the registered office of PREMIUM FLOORS AUSTRALIA P/L IN Melbourne, Australia. Therefore, these terms are governed by the laws of Australia.

### Jurisdiction

Any dispute, that arises from or is connected to the use of this site or one of the linked sites, is submitted to the exclusive jurisdiction of the courts of the judicial district of Victoria. However, PREMIUM FLOORS AUSTRALIA P/L reserves the right to apply to an alternative court of law if it would wish to do so. By using this site, the user submits himself to the jurisdiction of these courts.

### Invalid term

If any of these terms would be considered invalid or inapplicable, this invalid or void term will be considered replaced by a valid and applicable term, of which the content will approach the original term as close as possible. All other terms will remain valid.

sole agreement

This agreement contains the only and complete agreement between PREMIUM FLOORS AUSTRALIA P/L and the user in relation to the use of the website. It cancels and replaces all prior drafts and propositions, oral, written or electronic, concerning this site.

## B. TERMS AND CONDITIONS OF SALES AUSTRALIA AND NEW ZEALAND

### Terms apply to sales by Premium Floors and Floorscape in Australia and New Zealand

These terms and conditions apply to the supply of flooring products (Products) to wholesale customers and retailers (Customer, you or your) by members of the Mohawk Flooring Oceania group of companies, including Premium Floors Australia Pty Ltd in Australia and Floorscape Limited in New Zealand.

### Agreement formed on acceptance of Order

An agreement is made between the relevant Mohawk Flooring Oceania selling entity (Supplier, we or us) and the Customer upon you placing an order (Order) with that entity for the

supply of Products which we confirm that we accept (Order Confirmation).

## Entire agreement

These terms and conditions, together with those in an Order Confirmation, contain the entire agreement between you and us for the supply of the Products specified in the Order Confirmation. They supersede all prior discussions and replace in full any Customer terms and conditions contained or referred to in an Order.

## Price and payment

The Price shall be the total price, including delivery and other charges, specified in the Order Confirmation. Where we have approved and agreed credit terms with you, those terms shall apply in relation to payment of the Price. Where no credit terms have been agreed, you must pay us the Price at or prior to delivery of the Products. Payment shall be made by electronic funds transfer. We may accept other forms of payment including by credit card subject to you paying our additional costs of using such services. Payment must be made without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. We will charge you interest on any late payments at a rate of 12% per annum, accruing daily.

## Delivery

Delivery shall be made to the place specified in the Order Confirmation, or if no place is specified the Products shall be made available for collection at our premises. We will use reasonable endeavours to deliver the Products to you or have the Products available for collection at our premises by the delivery date (Delivery Date) (if any) specified on the Order Confirmation. However, you acknowledge that Delivery Dates are an estimate only and may be impacted by circumstances outside of our reasonable control. You shall accept delivery of the Products during normal business hours and shall provide, at your cost, all necessary and appropriate assistance and facilities for the safe and efficient off-loading of the Products. If you fail to accept delivery, seek to defer delivery or request delivery to a different place to that specified on the Order Confirmation, we may require that you pay an extra charge in respect of our additional costs including any storage and restocking costs. You agree to inspect the Products on delivery or arrival to your premises (as applicable) and notify us as soon as possible if you consider that you may have a claim that (a) the Products do not conform with the terms of the Order or (b) the Products are defective.

## Ownership and risk

Risk in the Products passes on delivery to you or your designated carrier. After delivery, you are responsible for storing the Products prior to sale and installation and are liable for any loss or damage which occurs during such storage. Ownership of the Products passes to you upon payment in full. Prior to payment in full, you hold the Products on our behalf and agree to store the Products in a manner such that they may be identified as our Products, and you agree that we have the right to enter upon any premises owned or occupied by you during business hours and repossess such Products.

## Order cancellation & returns

We may, but are not obliged to, allow you to cancel an Order or return Products after delivery without cause. If we allow you to cancel an Order or make a return (other than in connection with an accepted warranty claim or a claim under Consumer Law) we may charge you a restocking fee. All authorised returns shall be packaged in a manner which ensures that the Products are not damaged in transit and shall clearly be labelled with the addresses of the Customer and the Supplier and the relevant permission or return number provided by the Supplier. All Products shall, until collected by or delivered to the Supplier, remain at the Customer's risk.

## Statutory guarantees and additional warranties

All Products supplied in Australia come with statutory guarantees for the end consumer under Consumer Laws in Australia that cannot be excluded. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products Terms and Conditions of Sale Australia and New Zealand v0823 [www.premiumfloors.com.au](http://www.premiumfloors.com.au) [www.floorscape.co.nz](http://www.floorscape.co.nz) repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure. For supplies of Products in New Zealand, if you are acquiring the Products in trade and this agreement is not a 'standard form small trade contract' or 'standard form consumer contract' under the Fair Trading Act 1986, then as between you and us, to the extent permitted by law, we contract out of the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986. We guarantee our Products against defects in materials and workmanship. We do not however guarantee against normal wear and tear, damage due to improper installation, failure to properly maintain the Products or damage caused by accident or abuse. Product installation and care, cleaning and maintenance guides are available for download at our website. Our new Products come with warranties which can be established by checking the labels on the back of samples and can be downloaded from our website for Australia or New

Zealand (as applicable). These warranties are in addition to rights under Consumer Laws, which may exceed the rights under these warranties. The amount recoverable under these warranties decreases over time. You agree that you will not make any representations or warranties to any subsequent purchaser of the Products which are inconsistent with this clause and that if you do give such a representation or warranty that you are solely responsible for any liability to the subsequent purchaser. Our local After Sales Service teams can be relied upon to respond to any consumer queries or concerns with our Products. Contact details can be found on our website.

## **Limitation of liability**

To the extent permitted by law, our liability to you under or in connection with this agreement is limited to the Price and in no circumstances shall we have liability for indirect or consequential losses including without limitation loss of profits (whether direct or indirect). This paragraph does not limit any liability we may have under Consumer Laws.

## **Customer default**

We may cancel an Order if you fail to make payment, suffer an insolvency event (including without limitation failing to pay your debts when due or where an administrator, receiver or liquidator is appointed) or commit a breach of a material term of this agreement.

## **Privacy**

We are committed to meeting the requirements of all applicable privacy laws. Our Privacy Policy can be found via the "Privacy" link in the footer of our website.

## **Compliance with laws and business ethics**

We are committed to conducting our business in compliance with all applicable laws and in an ethical and responsible manner. Our commitment in this respect is set out in the Mohawk Flooring Oceania Standards of Conduct and Business Ethics available via the "Legal" link in the footer of our website. We ask that you report any violations of this policy by our personnel to us. The Customer represents and warrants that neither the Customer nor any director, officer, agent, employee or affiliate of the Customer has violated or is in violation of any anti-corruption law, and will not take or omit to take any action which may breach such laws in connection with this agreement. The Customer represents and warrants that it is not designated on, owned by or associated with, any party designated on any U.S., E.U., Australia or New Zealand restricted parties or sanctions lists.

## **General**

You may not transfer or otherwise deal with your rights or obligations under this agreement without the prior written consent of the Supplier. If any part of this agreement is void or unenforceable, that part shall be deleted and the remainder shall remain effective, provided such deletion does not materially alter the nature and effect of the agreement. Where the Customer is a trustee of a trust (whether disclosed to the Supplier or not) the Customer warrants to the Supplier that the Customer enters into this agreement both in its capacity as trustee and in its personal capacity and the Customer has the right to be indemnified out of trust assets. For supplies of Products in New Zealand, this agreement shall be governed by the laws in force in New Zealand and the parties submit to the exclusive jurisdiction of the Courts located there. For supplies of Products in Australia, this agreement shall be governed by the laws in force in the State of Victoria and the parties submit to the exclusive jurisdiction of the Courts located there.