

Neumann Steel Pty Ltd ABN 59 009 818 035 (including its Related Bodies Corporate, and collectively referred to as **Neumann Steel**) owns and operates this website. Access to and use of this Website is and the products and services available through this Website (collectively, **Services**) is subject to the following **Terms of Use**. By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

1. AMENDMENTS TO THESE TERMS

Neumann Steel reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon publication on this Website. Your continued use of the Website will be deemed an agreement by you to be bound by the amended Terms of Use.

2. PERMISSION TO USE THE WEBSITE

2.1 Grant

You may, subject to these Terms of Use:

- a) view pages from our website in a web browser; and
- b) print pages from our website, subject to these Terms of Use and copyright laws.

2.2 Acknowledgements on Use

You acknowledge that:

- a) Access to our website is granted on a temporary basis;
- b) Neumann Steel reserves the right to withdraw, restrict access to or amend the Services without notice; and
- c) Neumann Steel will not be liable if for any reason this Website is unavailable at any time or for any period

3. PROHIBITIONS

3.1 Your use is for approved purposes only

- a) You may use our website only for your own good faith, genuine personal use.
- b) You must not use our website for any other purposes, including but not limited to those expressly prohibited in clause 3.2.

3.2 You must not misuse this Website

You must not use our website to (or attempt to):

- a) Commit or encourage a criminal offence;
- b) Transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- c) Hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- d) Access the website except by its public interface;
- e) Probe, scan or test the vulnerability of our website without our permission;



- f) Impose an unreasonably large load on our website resources;
- g) Infringe upon the rights of any other person's proprietary rights;
- h) Send any unsolicited advertising or promotional material, commonly referred to as "spam";
- i) Attempt to affect the performance or functionality of any computer facilities of or accessed through this Website;
- j) Access the website using an automated bot, spider or trawler, except for the legitimate purpose of search engine indexation (and only to the extent reasonably necessary); or
- k) Systematically collect or harvest data (including but not limited to scraping, mining, harvesting or extracting website data) whether by automated means or otherwise.

3.3 If you breach these Terms of Use

Without limiting any of its other rights, Neumann Steel reserves the right to:

- a) Suspend the Services (or any part of them);
- b) Suspend access to the Services to any user or group of users;
- c) Make reports to relevant law enforcement authorities or regulatory authorities, including disclosing any identifying information we obtain by your use of our Website,

in response to an actual, suspected or threatened breach of these Terms of Use.

4. PRIVACY POLICY

- a) Our privacy policy, and other policies, can be found at <https://neumannsteel.com.au/policies/>.
- b) By using this Website, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate and complete.

5. INTELLECTUAL PROPERTY

5.1 Copyright

Subject to these Terms of Use:

- a) The intellectual property rights (including copyright) in our Website and all content made available to you remains the property of Neumann Steel or its licensors;
- b) All such intellectual property rights are reserved by Neumann Steel and its licensors.

5.2 Prohibitions

Unless expressly permitted in writing by the owner(s) of the intellectual property rights, you must not:

- a) Publish, manipulate, distribute or otherwise reproduce (in any format) any content which appears on this Website;
- b) Exploit any content from this website in connection with any business or commercial enterprise; or
- c) Sell, rent or sub-license material from our website.



6. DISCLAIMER

6.1 No warranties

Neumann Steel makes no representations or warranties whatsoever:

- a) That the content on the Website is complete, accurate or current;
- b) That the Website will be error-free, operate without fault, or will be available at any time.

6.2 Linked Sites

- a) This Website may contain links to other websites (Linked Sites), which are not operated by Neumann Steel. Your use of these sites may be subject to third-party terms and conditions. You are responsible for making your own enquiries into any such terms.
- b) Neumann Steel has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

6.3 Disclaimer of liability

- a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions, or warranties as to its accuracy.
- b) To the fullest extent permitted by law Neumann Steel expressly excludes all warranties and other terms which might otherwise be implied by law.
- c) You agree Neumann Steel is not liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or any Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- d) Neumann Steel will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.
- e) Nothing in this clause 6.3 affects any liability which cannot be excluded or limited under applicable law.



7. INDEMNITY

You agree to indemnify, defend and hold harmless Neumann Steel, its directors, officers, employees, consultants, agents, and affiliates (and including its Related Bodies Corporate), from any and all third-party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

8. DISCLAIMER AS TO OWNERSHIP OF THIRD-PARTY INTELLECTUAL PROPERTY

- a) Except where expressly stated to the contrary all persons (including their names and images), third-party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Neumann Steel and you should not rely on the existence of such a connection or affiliation.
- b) Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Neumann Steel.

9. INVALIDITY

- a) If a provision of these Terms of Use is determined to be unenforceable by a court of competent jurisdiction or other competent authority, that clause or sub-clause shall be severed only to the extent necessary to overcome the invalidity.
- b) The remaining clauses or sub-clauses of the Terms of Use will continue with full force and effect.

10. JURISDICTION

This disclaimer shall be governed by and construed in accordance with Australian law. You agree to submit to the exclusive jurisdiction of the courts of Queensland, Australia.

11. OUR CONTACT DETAIL

- a) Neumann Steel Pty Ltd ABN 59 009 818 035 is registered in Australia. Its registered office and principal place of business is at 13 Nuban Street, Currumbin Waters, Queensland 4223, Australia.
- b) You may contact us:
- c) By post, to PO Box 62, Currumbin QLD 4223, Australia;
- d) By using our website contact form;
- e) By telephone, on the contact number published on our website; or
- f) By email, using the email address published on our website.

