



SLC SUPERIOR LASER CLEANING

TERMS AND CONDITIONS

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SLC superior Laser Cleaning Pty Ltd (ACN 681 115 631) (hereinafter "Seller")

superiorlasercleaning.com.au

TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

Please read the following important terms and conditions ("Terms") before you agree to the goods we use and services we will provide and check to ensure they contain everything which you want and nothing that you are not willing to agree to.

By accepting our quote, you agree to be bound by these Terms.

These Terms set out your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

PLEASE NOTE: MAJOR EMERGENCIES INCLUDING BUT NOT LIMITED TO: WEATHER EVENTS, ACTS OF GOD, CUSTOMERS AFFECTED WILL BE CONTACTED DIRECTLY AS INFORMATION COMES TO HAND BY EOB TO DISCUSS RESCHEDULING ONGOING WORKS, TIMELINES AND DEADLINE WORKS MAY BE AFFECTED DUE TO UNFORSEEN CIRCUMSTANCES, SLC WILL ENDEAVOUR TO HONOUR PRIOR AGREEMENTS BUT PLEASE BE AWARE IN SOME CASES IT MAY NOT BE POSSIBLE. SLC WILL NOT BE HELD LIABLE FOR COMPENSATION DUE TO LOST TIME AND SCHEDULE DISRUPTION REGARDING THESE EVENTS AS THEY ARE OUTSIDE OUR CONTROL

(1) DEFINITIONS

In these Terms, the following definitions apply:

*"ACL" means the *Australian Consumer Law* which is contained in the *Competition and Consumer Act 2010 (Commonwealth)*.*

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Queensland.

"Buyer", "you" or "your" means you, the person or organisation that is purchasing the Products and services through our company SLC superior laser cleaning pty ltd.

"Confirmation" means an email or quote which we send you to confirm that you have accepted the quote or pricing of a job, in accordance with the clause of these Terms.

"Delivery Date" means any estimated date for delivery of our services and or Products, as stated on our quote or otherwise communicated to you via email.

"Goods and Services Tax" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) or any other applicable law.

"Party" means either the Buyer or the Seller.

"Parties" means the Buyer and the Seller collectively.

"Price" means the price of our service and Products as published on our quote at that time.

"Products" means the products that you are choosing to purchase through us which may include but is not limited to goods and/or services.

"Seller", "we", "us" or "our" means us, SLC superior Laser Cleaning Pty Ltd (ACN 681 115 631)

"Terms" means these terms and conditions as updated from time to time.

"Website" means our website located at superiorlasercleaning.com.au together with any affiliated websites or pages.

(2) INTERPRETATION

In these Terms, unless the context otherwise requires, the following rules of interpretation shall apply:

(2.1) Words referring to one gender include every other gender.

(2.2) Words referring to a singular number include the plural, and words referring to a plural include the singular.

(2.3) If a word or phrase is defined in these Terms then any grammatical variations of that word or phrase have a corresponding meaning.

(2.4) Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.

(2.5) Any reference to time is a reference to time in Queensland.

(2.6) In the event that something must be done under these Terms on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.

(2.7) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

(2.8) Headings and titles are included in these Terms for convenience only and shall not affect the interpretation of these Terms.

(2.8) Headings and titles are included in these Terms for convenience only and shall not affect the interpretation of these Terms.

(2.9) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to these Terms and the events contemplated by it.

(2.10) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.

(2.11) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.

(2.12) A reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.

(2.13) Any reference to money or currency, unless otherwise specified, is a reference to Australian dollars.

(3) SALE

By agreeing to purchase goods or services through SLC superior laser cleaning pty ltd you are subject to these Terms and you agree to be legally bound by these Terms.

(4) PURCHASING GOODS AND SERVICES FROM US

(4.1) Here we set out how a legally binding contract between you and us is made.

(4.2) -

(4.3) Please read and check your quote carefully before accepting it. However, if you need clarification you can do so before accepting it.

(4.4) When you confirm quote, we will acknowledge it by email.

(5) (4.5) We may contact you regarding your job for details ect

(4.6) Acceptance of the quote/pricing will only be confirmed when we send you an email to confirm this ("Confirmation"). At this point:

(4.6.1) a legally binding contract will be in place between you and us; and

(4.6.2) Works will start and be carried out as per agreed quote.

(6) PERFORMANCE OF SERVICES

(6.1) This clause applies if you purchase services from us. In this Agreement, when we use the word "Product" or "Products" we are also referring to services.

(6.2) Where possible we will offer the opportunity to confirm the time and date for performance of services purchased during the confirmation process and prior to the purchase of the services.

(6.3) In other cases we may offer you the opportunity to book the time and date for performance of services following the purchase of those services.

(6.4) In all cases we will seek to perform the services purchased within a reasonable time and without causing you significant inconvenience.

(6.5) If you have any questions as regards the time or date for performance of purchased services please contact us immediately.

(6.6) In some cases SLC may not be able to rejuvenate the working area to a level that is acceptable to us and or the client, as such we will take the time before commencement of the job to discuss likelihood of this being a possibility. Taking into consideration the history of the substrate, what has been applied to the surface over the life of the substrate which can affect the impact we have and final visual outcome. SLC will take no responsibility regarding the inability to improve surface quality especially if the surface has been previously cleaned with chemicals that include but are not limited to: Acid, Hard industrial chemicals, industrial topical coatings, penetrating industrial acidic or alkaline cleaners, prolonged and embedded minerals.

(7) PAYMENT

(7.1) We accept the following means of payment: Visa, MasterCard, Bank Transfer

(7.2) We will do all that we reasonably can to ensure that all of the information you give us when paying for the Services is secure by using an encrypted and secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

(7.3) You will only be invoiced when the quoted works are completed.

(7.4) All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa, Mastercard®SecureCodeTM or equivalent services.

(7.7) The price of the Products:

(7.7.1) Prices and payments are in Australian dollars only unless otherwise stated (\$AUD);

(7.7.2) Final quote total includes GST at the applicable rate

(8) PRICES

- (8.1) The Prices for our Services and Products may be updated from time to time.
- (8.2) Prices for our Services and Products will be listed on request.
- (8.3) By making a purchase, you agree to the up to date Price(s) for your selected Services, as published on our quote at the time of your purchase.

(9) TAXES, DUTIES AND OTHER CHARGES

- (9.1) Our Prices on our quote total includes GST at the applicable rate. prices above do not include Goods and Services Tax, (such as customs duties or levies) or other applicable taxes or duties.

(9.2) -

(10) DELIVERY COSTS

- (10.1) Unless otherwise stated, you agree to pay any applicable delivery costs related to your Service.
- (10.2) Costs vary depending on your location.
- (10.3) Applicable costs are published on our quote at the time of your purchase.
- (10.4) By accepting your quote, you agree to the applicable costs as published on our quote or communicated to you at the time of your purchase.

(11) INSPECTION

(11.1) Upon receiving the Services you will make a full investigation, inspection and/or examination of the Service.

(11.2) In the event that you consider that the worked area has been damaged, you must notify us of such damage, within the following time period of having received the Service ("the Inspection Time"): 48hrs

(11.3) In the event that the surface has been damaged post works, and you have notified us of such damage (and provided evidence of such damage) within the Inspection Time, then we will comply with our obligations under the ACL, which may require us, at our cost to repair or replace the Products or provide a refund. unless it is found due care has not been taken to uphold SLC superior laser cleaning and manufacture directions of care.

(11.4) In the event that you claim that the Products damaged the worked surface but you do not notify us of such damage within the Inspection Time, then we will not be obliged to repair or replace the Products or provide a refund, unless the ACL or any other applicable laws state otherwise.

(12)-

(13) OUR WARRANTIES

(13.1) We hereby warrant that:

(13.1.1) there are no legal restrictions preventing us from providing the Products and services to you in accordance with these Terms;

(13.1.2) we are the sole legal and beneficial owner of our equipment and services they provide

(13.1.3) we are duly authorised to enter into these Terms;

(13.1.4) The Products and services are free of any encumbrances or adverse interests whatsoever (whether legal, equitable or otherwise);

(13.2) This clause will survive the termination or expiration of these Terms.

(14) LIMITATION OF LIABILITY

(14.1) Notice to the Buyer:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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.

(14.2) The Buyer may have certain rights under the Australian Consumer Law ("ACL"), or under other similar or related consumer protection laws.

(14.3) The ACL may give the Buyer certain rights, warranties, guarantees and remedies regarding the provision of goods or services by the Seller, which cannot be excluded, modified or restricted by the Seller ("Statutory Rights").

(14.4) The Seller's liability to the Buyer is governed solely by the ACL and by these Terms. To the maximum extent permitted by law, and except as otherwise expressly provided in these Terms, the Seller excludes all conditions and warranties implied by custom, law or statute, except for the Buyer's Statutory Rights, and the Seller expressly disclaims all warranties of any kind including but not limited to implied warranties that the Products are fit for a particular purpose.

(14.5) The Buyer hereby agrees that the Buyer is solely responsible for evaluating the Products and for determining whether the Products are fit for the Buyer's purpose.

(14.6) The Buyer hereby agrees that the Seller is not liable for any direct, indirect, consequential or incidental loss or damage which may result from the Buyer's use of the Products. For the sake of clarity, in no event will the Seller be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, or loss of data, even if the possibility of such loss was made known to the Seller.

(14.7) When the Buyer's Statutory Rights apply, to the maximum extent possible, the Seller's liability in respect of any claim is limited to, at the Seller's option:

- (14.7.1) A repair of the Products; or
- (14.7.2) A replacement of the Products; or
- (14.7.3) A refund of the Purchase Price paid by the Buyer.

(14.8) The Seller's failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

(14.9) Subject to the sub-clauses below titled "Exceptions", we shall not be liable for any of the following (whether direct or indirect):

- (14.9.1) loss of profit;
- (14.9.2) loss or corruption of data;
- (14.9.3) loss of use;
- (14.9.4) loss of production;
- (14.9.5) loss of contract;

- (14.9.6) loss of opportunity;
- (14.9.7) loss of savings, discount or rebate (whether actual or anticipated); or
- (14.9.8) harm to reputation or loss of goodwill.

(14.10) Exceptions:

- (14.10.1) The limitations of liability set out above shall not apply in respect of any indemnities given by either party under these Terms.
- (14.10.2) Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:
 - (14.10.2.1) death or personal injury caused by negligence;
 - (14.10.2.2) fraud or fraudulent misrepresentation;
 - (14.10.2.3) any other losses which cannot be excluded or limited by applicable law;
 - (14.10.2.4) any losses caused by wilful misconduct.

(14.11) This clause will survive the termination or expiration of these Terms.

(15) BREACH OF WARRANTY

(15.1) In the event that the Products provided under these Terms breach a warranty under these Terms ("Warranty Breach"):

(15.1.1) the Seller will:

Depending on cause, SLC Superior Laser Cleaning will repair area free of charge to the customer, providing all warranty conditions have been followed.

(15.1.2) in order to be entitled to make a claim under the Warranty Breach, you must:

Have followed SLC Superior Laser Cleaning Pty Ltd recommendations and product manufacture post application terms and conditions in order to submit a viable claim.

(15.1.3) in order to claim under the Warranty Breach, you must:

Contact SLC Superior Laser Cleaning Pty Ltd via email or phone regarding issue, we will then schedule a time suitable to inspect affected area and determined fault. Assuming the above steps have been followed correctly.

(15.1.4) the Seller is responsible for any expenses associated with a successful Warranty Breach claim.

(15.1.5) any benefits provided to you in relation to the Warranty Breach are in addition to other rights and remedies available to the Buyer under the law.

(15.2) Except as otherwise required by law, your rights in relation to the Warranty Breach will expire the following period after you receive the Products: 2 months

(16) CONFIDENTIALITY AND INTELLECTUAL PROPERTY

(16.1) For the purpose of this clause, "Intellectual Property" may include but is not limited to:

any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, trade marks, trade names, confidential information, service marks and goodwill subsisting in, resulting from or relating to the Products, or any documents, drawings, specifications and/or patterns relating thereto either:

(16.1.1) supplied by us to you in connection with the Products, or equipment.

(16.1.2) supplied by us to you or disclosed to or obtained by you pursuant to or as a result of these Terms, or

(16.1.3) resulting from the Products, unless otherwise expressly agreed by the Seller in writing.

(16.2) You shall not, under any circumstances acquire any right in or to any Intellectual Property.

(16.3) We shall have the right to apply any trade marks, trade names and/or service marks to the Products. You acknowledges that no rights are granted to you by the use by you of such trade marks, trade names and/or service marks. You shall not deface, remove or obliterate any trade marks, trade names or logos applied by the Seller on or in relation to the Products, goods and services.

(16.4) If you shall in any way acquire any such rights in any Intellectual Property then you shall immediately inform us and shall forthwith take such steps as may be required by the Seller to assign such rights or vest such title in us.

(16.5) The Parties each respectively acknowledge and agree that unless otherwise expressly agreed between the Parties, the terms of these Terms, and the fact that these Terms exists, are confidential.

(16.6) You shall keep confidential and not use, without the prior written consent of us, all or any information including without limit, that information supplied by us to you or disclosed to or obtained by you pursuant to or as a result of these Terms, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of yours, or disclosure of the same is required by law or by any other governmental or other regulatory body.

(16.7) This clause will survive the termination or expiration of these Terms.

(17) INDEMNITY AND INSURANCE

(17.1) You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under these Terms.

(17.2) You shall have in place contracts of insurance with reputable insurers incorporated in Australia to cover your obligations under these Terms. On request, you shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

(18) RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

(19) TERMINATION

(19.1) In addition to any other rights that are set out in these Terms, if either Party defaults in its obligations under these Terms ("Defaulting Party"), the other Party can terminate the contract created between us under these Terms by providing written notice to the Defaulting Party.

(19.2) If the contract that is created between us under these Terms is ended it will not affect our right to receive any money which you owe to us under this Terms.

(20) WARRANTIES REGARDING LEGAL ADVICE

(20.1) Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:

(20.1.1) that the Warranting Party fully understands the terms of these Terms.

(20.1.2) that the Warranting Party has had the opportunity to obtain independent legal advice in relation to the matters addressed by these Terms and the Warranting Party has either:

(20.1.2.1) taken such independent legal advice; or

(20.1.2.2) elected not to take such independent legal advice.

(20.1.3) that the Warranting Party has not been induced to enter these Terms by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in these Terms.

(20.2) This clause will survive the termination or expiration of these Terms.

(21) DISPUTES

(21.1) We will try to resolve any disputes with you quickly and efficiently.

(21.2) If you are unhappy with:

(21.2.1) the Product(s);

(21.2.2) our service to you; or

(21.2.3) any other matter;

please contact us as soon as possible using the details provided in the "Contact Us" clause, below.

(22) UPDATES TO THESE TERMS

(22.1) These Terms may be updated from time to time.

(22.2) The latest version of these Terms can be requested at anytime and will be attached to every quote.

(22.3) By confirming and accepting quoted works, you agree to these Terms, including any updates, as published in these terms and conditions at the time of your purchase.

(23) GENERAL PROVISIONS

(24) GOVERNING LAW: these Terms shall be governed in all respects by the laws of Queensland and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within Queensland.

(25) LANGUAGE: All communications made or notices given pursuant to these Terms shall be in the English language.

(26) ASSIGNMENT: these Terms, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party except with the other Party's prior written consent.

(27) AMENDMENTS: these Terms may only be amended in writing signed by both Parties.

(28) RIGHTS, REMEDIES AND POWERS: Unless expressly provided in these Terms, any rights, remedies or powers which a Party acquires under these Terms are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in these Terms, nothing in these Terms shall in any way reduce, extinguish, postpone or otherwise limit any right, remedy or power which that Party may have.

(29) SURVIVAL OF OBLIGATIONS: At the termination or expiration of these Terms, any provisions of these Terms which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive termination and/or expiration.

(30) NO WAIVER: None of the terms of these Terms shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of these Terms between the Parties. No waiver of any term or provision of these Terms shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of these Terms shall not constitute waiver of such term or any other term.

(31) SEVERABILITY: If any provision or term of these Terms is held to be unenforceable, then these Terms will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Terms, valid and enforceable. If a court declines to amend these Terms as provided herein, the invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in these Terms.

(32) ENTIRE AGREEMENT: In relation to the subject matter of these Terms, these Terms constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or verbal.

(33) COUNTERPARTS: these Terms may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, these Terms is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

(34) FURTHER ACTS: Each Party must, and must ensure that its employees, agents and representatives, do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to these Terms and to the rights and obligations of the Parties created under these Terms.

(35) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. Seller is not liable for any delivery delay or non-performance caused by labor or transportation disputes or shortage, material delays, or delays or non-performance caused by any of Seller's suppliers. If Seller is unable to perform for any reason within 30 (thirty) days after the expected date of delivery, Seller may terminate these Terms in full and provide a complete and total refund to Buyer of any fees paid.

(36) WORKING POLICIES

(36.1) Fatigue Management & Break information

To manage fatigue workers are encouraged to take breaks throughout the workday at allocated times. The standard workday allocated times are as follows one, 15min break at 10:00am, One half hour break at 12:00pm and one 15min break at 3:00pm.

An additional 15min break to be added if employees have worked more than 10 consecutive hours, 2 hours more than the standard 8 hour working time.

Break times are taken at the discretion of the employee as far as work permits

After 12 consecutive hours worked including site pack down a minimum 10 hour work site stand down period is given along with a meal allowance this is to ensure we are managing employees fatigue levels correctly.

(36.2) General works Information

All Breaks are paid for by the business and will be included in job costings as employees are away from standard work/office amenities.

Standard daily working business hours are as follows 8:00am - 4:00pm Monday - Friday.

Break times are taken at the discretion of the employee as far as work permits

Travel time is not included in work time therefore will not be considered valid towards overtime rates e.g. time and a half, double time.

Exclusions are: statutory holidays where all time is double time

(37) CONTACT US

(37.1) If you do not understand any of these Terms and want to talk to us about it, please contact us by:

email: superiorlasercleaning@outlook.com, or

Phone: 0411046427. We may record calls for quality and training purposes. Please note that calls will be answered at the following times:

Monday - Friday 8am - 5pm
Saturday - Sunday 9am - 2pm

(37.2) If you have a hearing or speech impediment you can contact us using a textphone on 0411 046 427.

(38) TERMS REVIEW

These Terms are current and up to date as of: 30th May 2025

PLEASE NOTE: MAJOR EMERGENCIES INCLUDING BUT NOT LIMITED TO: WEATHER EVENTS, ACTS OF GOD, CUSTOMERS AFFECTED WILL BE CONTACTED DIRECTLY AS INFORMATION COMES TO HAND BY EOB TO DISCUSS RESCHEDULING ONGOING WORKS, TIMELINES AND DEADLINE WORKS MAY BE AFFECTED DUE TO UNFORSEEN CIRCUMSTANCES, SLC WILL ENDEAVOUR TO HONOUR PRIOR AGREEMENTS BUT PLEASE BE AWARE IN SOME CASES IT MAY NOT BE POSSIBLE. SLC WILL NOT BE HELD LIABLE FOR COMPENSATION DUE TO LOST TIME AND SCHEDULE DISRUPTION REGARDING THESE EVENTS AS THEY ARE OUTSIDE OUR CONTROL



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