

TERMS AND CONDITIONS

Terms of use of this Website

Welcome to the Victorian Chemical Company (VCC) web site. Victorian Chemical Company Pty Ltd (ACN 004 188 863) maintains this web site ("www.vicchem.com" or other related web sites) (**Site**) to provide general information about our company including our products and services. Your use of this Site will constitute your agreement to abide by the terms and conditions set out below. Please ensure that you have read these terms and conditions carefully, especially the disclaimers and limitations of liability. Please do not use this Site if you do not agree with any of the terms or conditions.

These terms and conditions may be updated at any time without notice. Please check these terms and conditions at regular intervals for any changes. Your continued use of the Site following any changes to these terms and conditions will be deemed acceptance of those changes.

Copyright and General Use Restrictions

This entire Site and all the material contained herein is subject to copyright protection. VCC grants you a limited, non exclusive license to use this Site on the following basis; 1) you do not alter the Site in any way, 2) you do not publish any material on the Site on the internet or in other media, 3) you only download the material on this Site on your personal computer to further your business dealings with VCC. Otherwise, to the extent permitted by the law, no part of the Site may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without VCC's prior written permission. This license will terminate immediately if you do not abide by any of these terms, notice will not be provided.

Your Account

You may register and create an account (**Account**) by following the registration process set out in the Site. Registered users may access certain parts of the Site, such as product labels, bulletins and additional information.

You warrant that all information (including any personal information) that you provide at registration of your Account is true, complete and accurate. You must ensure your registration details are up-to-date.

You must not assign, transfer or otherwise deal with your Account without our consent.

You must not bypass any security mechanisms imposed by the Site.

Intellectual Property

You have no right, title or interest in the Site or to any material it contains. Subject to the terms and conditions of the license specified above, you may not use or distribute any trademark, name or logo displayed on this Site without first obtaining the owner's express written permission. All communications with VCC through this Site will be considered to be non-proprietary.

By emailing materials to VCC, you grant VCC a non-exclusive, royalty free, perpetual licence to use, modify, reproduce, distribute or otherwise deal with those materials in any manner which VCC deems appropriate. In addition, you agree to consent to all such acts even if they would infringe your "moral rights" in those materials.

Disclaimer

This Site is provided 'as is' and without express or implied warranties of any kind, including warranties of title or implied warranties of merchantability or fitness for any particular purpose. VCC do not represent or warrant that this Site will be available on a timely basis, uninterrupted or error-free or about the accuracy or suitability of the information or links provided on this Site.

VCC has taken all reasonable care in preparing the information contained in this Site. However, the information provided is designed to raise your general awareness of VCC's business. It is not a comprehensive summary of the facts and issues connected with VCC's business.

To the maximum extent permitted by law, VCC does not accept any liability whatsoever in relation to any reliance on the contents of this Site. Before relying on any information contained in the Site, you

should verify the accuracy of the information and its relevance to your particular circumstances. This may mean seeking independent advice or contacting VCC before acting on the basis of this Site.

VCC will make reasonable efforts to make sure that the information on this Site is updated as necessary. The matters covered by this Site are subject to change without notice and accordingly may not be current at the time this Site is accessed. To the maximum extent permitted by law, all terms, conditions and representations, express or implied, in respect of the content of this Site, its use and in respect of any linked sites, are excluded. VCC excludes to the maximum extent permitted by law any liability which occurs or might arise as a result of the contents of this Site or any linked site.

Liability

To the maximum extent permitted by law, VCC excludes all liability for any damage, loss or cause of any kind (including without limitation, any special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems, loss of data or legal costs and defence or settlement costs) based upon or resulting from any use or inability to use, or access to this, or any other website through this Site, whether or not it was caused by VCC's negligence, and whether or not the possibility of loss was known to VCC.

Third Party Materials and links to External Sites

VCC has no control over, and accepts no responsibility for or liability in relation to, the content of and information on other Internet, intranet or extranet sites accessed through or using this Site. VCC is not affiliated or associated with sponsors or producers of websites that link to or from this Site. VCC do not endorse or represent the companies, products or content to which we link. VCC is not responsible for the availability, accuracy, legality or decency of material or copyright compliance of any such linked sites and shall in no way be liable or responsible for any linked sites, including advertising, products or materials on or available from them. You further acknowledge and agree that VCC shall not be responsible or liable in any way for any loss or damage you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such linked sites or material on them, and advertising or products on or available from them. VCC reserve the right to terminate any link or linking program at any time.

Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia

Termination

VCC reserves the right, without notice and in its sole discretion, to discontinue, suspend or terminate any service offered by or through this Site as well as this Site at any time. All provisions of these terms and conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability

Privacy

Our privacy policy, as set out here [[insert link to privacy policy](#)], will apply to your use of this Site. By using this Site, you consent to the use, disclosure and transfer of personal information that you provide as described in the policy.

VCC may collect your personal information for the purposes of administering this Site and marketing products and services to you, including by direct marketing techniques. VCC may disclose your personal information to third parties including those involved in the administration of this Site and relevant authorities. If you do not provide the required personal information to VCC, you may not be able to use all the features of this Site. You can access and correct personal information held by VCC about you by sending an email to privacy@vicchem.com.

Miscellaneous

If any provision of these terms and conditions is found to be void, unlawful or unenforceable for any reason, then that portion of the provision which creates the invalidity, unlawfulness or unenforceability will be severable from these terms and conditions and will not otherwise affect the validity and enforceability of any remaining provisions

The information on this Site and these terms and conditions have been prepared in accordance with Australian law, but may not satisfy the laws of other countries. If you reside in, or access this Site from, a country other than Australia (**User Country**), you acknowledge that:

- (1) if the information and these terms and conditions satisfy the laws of the User Country, then you are entitled to use and access the Site;
- (2) if the information and these terms and conditions do **not** satisfy the laws of the User Country, then this Site is not intended for your use and you are not entitled to rely on the information contained on this Site and you must direct all inquiries to the e-mail address products@vicchem.com. If you do rely on this Site, you agree to indemnify VCC for any loss, costs, liability or damage which VCC may incur as a result