

WEBSITE TERMS OF USE AND PRIVACY POLICY

COASTLINE STUDIOS PTY LTD ACN 676 485 322

Fishburn
Watson
O'Brien
LAWYERS



1. APPLICATION

These Website Terms and Conditions (Terms) govern the use of the Coastline Studios Pty Ltd website (Website) and apply to all users of the Website. By accessing or using the Website, you agree to be bound by these Terms.

2. GENERAL INFORMATION ONLY

2.1 Information published on the Website is provided for general informational and marketing purposes only. All images, renderings, plans, specifications, inclusions, finishes and pricing displayed on the Website are indicative only and may change from time to time.

2.2 Nothing on the Website constitutes:

- 2.2.1 a binding offer;
- 2.2.2 engineering advice;
- 2.2.3 planning advice;
- 2.2.4 certification advice; or
- 2.2.5 a representation that any Studio is suitable for a particular site or purpose.

3. CONTRACTUAL DOCUMENTS PREVAIL

3.1 Any purchase of a Studio from the Supplier is governed solely by the applicable Manufacture and Sale Agreement entered into between the Supplier and the purchaser.

3.2 In the event of any inconsistency between the Website, marketing material and the Manufacture and Sale Agreement, the Manufacture and Sale Agreement prevails.

4. PRODUCT AVAILABILITY AND SUBSTITUTIONS

4.1 The Supplier may change products, finishes, materials, fixtures, fittings and specifications, from time to time due to availability, supplier changes or product updates.

4.2 The Supplier reserves the right to substitute materials or products with comparable alternatives of equal or better quality and functionality.

5. CUSTOMER RESPONSIBILITIES

The Customer is solely responsible for:

- 5.1 obtaining any required development approvals, complying development certificates or other approvals;
- 5.2 ensuring the suitability of the site;
- 5.3 site preparation;
- 5.4 footing and foundation works;
- 5.5 transport arrangements;
- 5.6 craning and lifting operations;
- 5.7 installation of the Studio;
- 5.8 utility and service connections; and
- 5.9 compliance with all applicable laws and regulations.

6. TRANSPORT, DELIVERY AND INSTALLATION

6.1 Unless otherwise agreed in writing the Supplier does not provide transport or crane services, any transport providers or crane operators suggested by the Supplier are independent contractors only and risk in the Studio passes to the customer upon Dispatch from the Supplier's warehouse.

6.2 The Supplier is not liable for:

- 6.1.1 transport damage;
- 6.1.2 crane damage;
- 6.1.3 installation defects;
- 6.1.4 footing or foundation failures; or
- 6.1.5 delays caused by third parties.

7. WARRANTIES

Studios supplied by the Supplier come with guarantees that cannot be excluded under the Australian Consumer Law. Any additional express warranties are subject to the applicable Warranty Statement and Manufacture and Sale Agreement.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- 8.1 the Supplier excludes all liability arising from reliance on information published on the Website;
- 8.2 the Supplier is not liable for indirect or consequential loss; and
- 8.3 the Supplier's liability is limited to the remedies available under the applicable Manufacture and Sale Agreement and the Australian Consumer Law.

Nothing in these Terms excludes or limits rights that cannot lawfully be excluded under the Australian Consumer Law.

9. INTELLECTUAL PROPERTY

All content published on the Website, including text, images, logos, drawings, floor plans, designs and branding, is the property of the Supplier unless otherwise stated.

No material from the Website may be reproduced, copied or distributed without the Supplier's prior written consent.

10. THIRD PARTY LINKS

The Website may contain links to third party websites. The Supplier is not responsible for the content, accuracy or availability of any third-party websites.

11. PRIVACY

11.1 Collection of Personal Information

The Supplier may collect personal information through the Website, including names, email addresses, telephone numbers, addresses, enquiry details and any other information voluntarily submitted by users of the Website.

11.2 Purpose of Collection

The Supplier collects personal information for purposes including:

- 11.2.1 responding to enquiries;
- 11.2.2 providing quotations or information;
- 11.2.3 administering customer relationships;
- 11.2.4 supplying products and services;
- 11.2.5 internal business administration; and
- 11.2.6 marketing and promotional communications.

11.3 Disclosure of Information

The Supplier may disclose personal information to:

- 11.3.1 employees and contractors;
- 11.3.2 professional advisers;
- 11.3.3 insurers;
- 11.3.4 service providers; and
- 11.3.5 third parties engaged in connection with the operation of the Supplier's business,

where reasonably necessary for the purposes described in these Terms.

The Supplier does not sell personal information to third parties.

11.4 Storage and Security

The Supplier takes reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification or disclosure. However, the Supplier cannot guarantee the security of information transmitted through the internet.

11.5 Access and Correction

A person may request access to or correction of their personal information by contacting the Supplier using the contact details set out in these Terms.

11.6 Marketing Communications

By submitting an enquiry through the Website, the user consents to the Supplier contacting them regarding its products and services.

Users may opt out of marketing communications at any time by contacting the Supplier or using any unsubscribe facility provided.

11.7 Cookies and Website Analytics

The Website may use cookies or analytics tools to improve functionality and user experience. Users may adjust their browser settings to disable cookies, however some parts of the Website may not function correctly as a result.

12. GOVERNING LAW

These Terms are governed by the laws of New South Wales, the parties submit to the exclusive jurisdiction of the courts of New South Wales.

13. CHANGES TO TERMS

The Supplier may amend these Terms from time to time, any updated Terms will apply from the date they are published on the Website.

14. CONTACT DETAILS

Warranty claims and enquiries should be directed to:

Coastline Studios Pty Ltd ACN 676 485 322

3 Gross Michel Road

Korora NSW 2450

Phone: 0417 755 778

Email: sales@coastlinestudios.com.au