

Terms of Use

Effective date: 31 August 2025

Owner: Mine Supply International Pty Ltd (ABN [14 666 964 861]) ("we", "us", "our",

"Mine Supply", "Mine Supply Int")

Contact: kent@minesupplyint.com

1. Acceptance

By accessing or using our websites, portals, or downloads (the "Site"), you agree to these Terms of Use ("Terms"). If you do not agree, do not use the Site.

2. Changes to these Terms

We may update these Terms and the Site at any time. The updated Terms apply from the "Effective date" shown above. Your continued use after changes means you accept them.

3. Who may use the Site

You must be able to form a binding contract and use the Site in compliance with applicable laws. If you access on behalf of a company, you represent you are authorized to bind that company.

4. Informational nature; engineering & safety

Content on the Site is provided for general guidance only and **does not replace** site-specific engineering, risk assessment, OEM instructions, or your HSE procedures. Installation, commissioning, and maintenance must be performed by competent persons using lock-out/tag-out and applicable standards. Performance data (e.g., cure times, clamp loads, wear life) are typical values at standard conditions and will vary with temperature, substrate, preparation, and duty.

5. Accounts & security (if applicable)

If you create an account, keep credentials confidential and notify us promptly of any suspected misuse. You are responsible for all activity under your account.

6. Acceptable use

You will not, and will not allow others to:

- violate laws or third-party rights;
- access or probe the Site by automated means beyond normal indexing;
- introduce malware or attempt to disrupt or overload the Site;
- scrape, mirror, or frame Site content without written consent;

Mine Supply International

- misrepresent your identity or affiliation;
- upload or transmit content that is unlawful, defamatory, fraudulent, or infringing.

We may suspend or terminate access for suspected violations.

7. Intellectual property

The Site, including text, graphics, trademarks, logos, photos, videos, documents, and software, is owned by us or our licensors and protected by law. Except as permitted by **Section 8**, you may not copy, modify, distribute, or make derivative works without our written consent. Third-party names and marks are property of their respective owners; no license or endorsement is implied.

8. Permitted use of technical documents

Unless a document states otherwise, we grant you a limited, revocable, non-exclusive license to **download and use** our datasheets, manuals, drawings, and guides solely to evaluate or operate our products at your site. You must preserve all proprietary notices and not remove attributions.

9. Orders, quotes, and product terms

If we offer e-commerce or accept orders through the Site, additional terms (pricing, delivery, warranty, returns) will be presented at checkout or in a separate agreement. If there is any conflict, your executed contract with us governs. The Site itself does not make an offer; quotes and availability are subject to confirmation.

10. Feedback

If you send ideas or suggestions, you grant us a worldwide, royalty-free, perpetual license to use them without restriction or compensation.

11. Third-party services & links

The Site may link to third-party websites or embed third-party tools (e.g., maps, video, analytics). We do not control and are not responsible for those services or their privacy practices.

12. Privacy & cookies

Our **Privacy Policy** explains how we collect and use personal information and your rights. Our cookie banner and **Cookie Policy** describe non-essential cookies and choices. By using the Site, you consent to those policies.

13. Export controls & sanctions



You agree to comply with applicable export, re-export, and sanctions laws and not to use or make available any content or products in violation of such laws.

14. Disclaimers

To the maximum extent permitted by law and **subject to Section 15**, the Site and its content are provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Site will be uninterrupted, secure, error-free, or that content will be accurate, complete, or current.

15. Consumer rights that cannot be excluded

Some laws (including the Australian Consumer Law and other consumer protection laws) provide rights and remedies that cannot be excluded ("Non-Excludable Rights"). Nothing in these Terms limits or excludes Non-Excludable Rights. Where we are permitted to limit a remedy for a breach of a Non-Excludable Right, our liability is limited, at our option, to resupplying the relevant services or paying the cost of resupply.

16. Limitation of liability

To the maximum extent permitted by law and subject to **Section 15**, we are **not liable** for any indirect, incidental, special, consequential, exemplary, or punitive damages; loss of profits, revenue, goodwill, data, or production; or business interruption, arising out of or relating to the Site or these Terms, even if advised of the possibility of such damages. Our total aggregate liability for all claims arising out of or relating to the Site will not exceed **AUD \$100** (or the equivalent in your local currency). Different limits may apply under your written contract with us, which controls.

17. Indemnity

You agree to indemnify and hold us harmless from claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from your use of the Site, your content, or your breach of these Terms or applicable law.

18. Suspension & termination

We may suspend or terminate your access at any time (including for scheduled maintenance, security, or legal reasons). Sections intended to survive (e.g., 4, 7–8, 10, 12, 14–22) survive termination.

19. Governing law & venue

These Terms are governed by the laws of **Queensland, Australia**, without regard to conflict of law principles. You submit to the exclusive jurisdiction of the courts in



Queensland, Australia. If local consumer law requires otherwise for Non-Excludable Rights, those local protections apply.

20. Notices

Legal notices to us must be sent to kent@minesupplyint.com.

We may provide notices to the email you supplied or by posting to the Site.

21. Severability; no waiver

If a provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable; the remainder remains in effect. Our failure to enforce a provision is not a waiver.

22. Entire agreement

These Terms (plus any policies referenced here and any written contract you have with us) are the entire agreement regarding Site use and supersede prior communications on that subject.