

SCREEDPRO TERMS OF TRADE

Version: July 2026

These Terms of Trade apply to all supply by ScreedPro and are incorporated into every quotation, estimate, account application, booking confirmation, supply certificate, and invoice. By booking any supply, the Client re-affirms acceptance of these Terms as in force at that time.

1. Definitions

In these Terms:

"ScreedPro" means the contracting entity identified in the relevant quotation, estimate, invoice, supply certificate, or account application as the supplying party, being one of:

- ScreedPro WA Pty Ltd (ABN 72 630 344 508)
- ScreedPro NSW Pty Ltd (ABN 38 630 345 112)
- ScreedPro Qld Pty Ltd (ABN 92 649 409 601)
- ScreedPro Vic Pty Ltd (ABN 13 635 500 293)

References to ScreedPro in these Terms refer only to the contracting entity for the relevant supply and not to any other entity in the ScreedPro group. Where no specific entity is identified, the contracting entity is the ScreedPro entity operating in the state in which the supply was made.

"Client" means the person or entity that has requested, booked, or received supply from ScreedPro, including the Client's employees, agents, contractors, and any person acting with the actual or ostensible authority of the Client. Where there is more than one Client, each is jointly and severally bound. Where the Client is a trust, the trustee is bound both in its capacity as trustee and personally.

"Supply" means the manufacture, mixing, pumping, and delivery of Materials by ScreedPro using its proprietary on-site mixing and pumping equipment. The dominant purpose of every contract with ScreedPro is the supply of goods manufactured on site. Any operating time or pumping component charged by ScreedPro is ancillary to the manufacture and supply of the Materials and reflects the cost of operating ScreedPro's plant during the manufacturing process. ScreedPro is a product manufacturer and supplier, not a service provider.

"Materials" means any product supplied by ScreedPro, including screed, self-levelling compound, levelling compound, grout, sand, binder, admixes, fibres, adhesives, primers, and any other product mixed, manufactured, or delivered by ScreedPro, whether or not specifically listed here.

"Estimate" means any quantity, volume, weight, or cost indication provided by ScreedPro before or at the time of supply, whether described as a quote, quotation, estimate, indication, or approximation. Unless expressly stated in writing to be a fixed-price contract for a fixed and guaranteed quantity, all pricing and quantity indications provided by ScreedPro are estimates only and are not binding on ScreedPro as to quantity or total price. ScreedPro does not attend the site to inspect or measure the area to be covered prior to supply and relies entirely on information provided by the Client. Actual quantities supplied and billed will reflect actual supply as directed by the Client on the day.

"Screed Volume" means the volume of screed supplied by ScreedPro, calculated by reference to the volume of sand dosed into ScreedPro's mixer, which is itself calculated by the weight of sand supplied divided by the density of that sand. Cement and water are added to the sand in the mixer but do

not increase the volume of the product because cement particles are fine enough to fill the voids between sand particles and water occupies the remaining interstitial space. The Screed Volume supplied is therefore equal to the sand volume, and ScreedPro bills on this basis. The Client accepts this measurement methodology as the correct and agreed basis for calculating and billing screed and dry mix quantities.

"Bag Equivalent" means the unit of measurement used for self-levelling compound and other liquid or pumpable products supplied by ScreedPro. The quantity supplied is calculated by the combined dry weight of cement and sand ingredients, excluding water, converted to a 20kg bag equivalent at a rate of 50 bag equivalents per tonne of dry ingredients. This reflects the standard industry convention by which self-levelling compound quantities are estimated and quoted across the flooring industry and is the agreed basis for calculating and billing quantities of self-levelling and pumpable products.

"Price" means the amount payable for the Supply as set out in a quotation, estimate, invoice, or ScreedPro's standard pricing, plus GST where applicable.

"TDS" means the Technical Data Sheet for the specific product supplied, as published on ScreedPro's website at the time of supply. In the event of any inconsistency between a TDS reproduced in a supply certificate or other document and the TDS published on ScreedPro's website, the website version prevails.

"Supply Certificate" means the document completed by ScreedPro's operator at the time of supply and provided to the Client with or following the invoice.

"Competent Installer" means an installer who holds the CPC31320 Certificate III in Wall and Floor Tiling or its successor qualification, and where the supply is in a state that operates a licensing regime for tiling or flooring work, also holds the applicable individual licence required to perform that work in that state, whether or not the licensing regime technically permits unlicensed individuals to work under a licensed supervisor or company.

"Overlying Product" means any product applied directly over the surface of the Materials supplied by ScreedPro, including but not limited to self-levelling compound, skim coat, epoxy, adhesive, primer, or waterproofing membrane, being the first product in the flooring system installed above ScreedPro's Materials.

"Remediation" means any reasonable step to repair, strengthen, or improve installed Materials in situ prior to removal or replacement, including but not limited to application of penetrating densifiers such as EP21 or Prosfas, crack filling, skim coating, application of self-levelling compound, or grinding, as appropriate to the circumstances and as may be agreed with ScreedPro.

"Removal Costs" means all costs associated with removing installed Materials including demolition, disposal, labour, and any associated costs.

"GST" has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

2. Acceptance and Re-affirmation

2.1 These Terms govern all supply by ScreedPro to the Client. The Client accepts these Terms upon the first of the following events:

- (a) accepting a quotation or estimate from ScreedPro;
- (b) completing a trade account or COD account application with ScreedPro;
- (c) placing a booking or order for supply;

- (d) accepting delivery of any Materials; or
- (e) permitting or directing the installation or use of Materials supplied by ScreedPro.

2.2 These Terms are made available to the Client and apply to each subsequent booking. Each booking constitutes re-affirmation of the Client's acceptance of these Terms as in force at the time of that booking. The Terms are included in each Supply Certificate and are provided to the Client on each occasion supply is made.

2.3 The Supply Certificate and TDS are incorporated into and form part of these Terms.

2.4 These Terms prevail over any terms or conditions of the Client to the extent of any inconsistency. ScreedPro's supply of Materials does not constitute acceptance of the Client's terms.

2.5 If the Client does not accept any provision of these Terms, the Client must notify ScreedPro in writing before commencement of supply. ScreedPro may in its absolute discretion agree to a variation or decline to supply. Proceeding with supply without raising any objection constitutes acceptance of these Terms in their entirety.

2.6 Any information, guidance, or assistance provided by ScreedPro — whether in the TDS, on ScreedPro's website, in written communications, or verbally — is provided in good faith as general information based on ScreedPro's product knowledge and experience with installation practices. It does not constitute engineering, design, or professional installation advice. The Client must not rely on it as such and must independently verify all technical and site-related matters with appropriately qualified professionals. The Client acknowledges it has not relied on any representation, advice, or statement by ScreedPro except as expressly set out in the applicable TDS.

2.7 Fair and transparent terms. These Terms reflect ScreedPro's position as a supply-only manufacturer of goods with no responsibility for site conditions, substrate suitability, installation, project management, or design decisions. ScreedPro considers each of these Terms to be reasonably necessary to protect its legitimate interests in that role. If the Client considers that any term is unfair, unreasonable, or not reasonably necessary to protect those interests, the Client is asked to raise the concern with ScreedPro in writing before accepting these Terms and, in any event, before supply commences. ScreedPro will genuinely consider any concern raised and is willing to discuss and, where appropriate, agree variations that reduce risk for both parties. Each party recognises that the other is free to elect not to proceed with supply if agreement on terms cannot be reached, and ScreedPro would prefer not to undertake a supply than to disagree over terms after the event. Where the Client proceeds with supply without raising any concern in writing, ScreedPro will rely on that as the Client's confirmation that the Client has reviewed these Terms and considers them reasonable in the context of ScreedPro's supply-only role. Nothing in this clause excludes, restricts, or modifies any right or remedy the Client may have under the Australian Consumer Law or any other applicable law.

3. ScreedPro's Role — Manufacturer and Supplier Only

3.1 ScreedPro is a product manufacturer and supplier. ScreedPro manufactures and delivers its products on site using its proprietary computer-controlled volumetric mixing and pumping equipment. ScreedPro's operator controls the pump truck and cannot observe the product at the point of discharge from the hose.

3.2 ScreedPro does not and is not engaged to:

- (a) install any Materials;
- (b) supervise the installation of any Materials;

- (c) assess the suitability of the substrate to receive any Materials;
- (d) design the works or advise on installation method, substrate preparation, adhesive selection, or jointing;
- (e) monitor how the Client or any third party uses, places, compacts, finishes, or cures the Materials;
- (f) provide ongoing advice or supervision in relation to post-installation care, protection, or maintenance; or
- (g) act as a subcontractor or assume any responsibility for project delivery, programming, sequencing, or coordination.

3.3 The Client acknowledges that all matters referred to in clause 3.2 are the sole responsibility of the Client and its installers, and that ScreedPro has no control over any of those matters.

3.4 ScreedPro's personnel on site are not authorised to provide instructions, supervision, design input, or approval of any installation method, site condition, or substrate. Any comments made by ScreedPro's personnel on site are general observations only, do not constitute professional advice, and must not be relied upon by the Client or any installer. ScreedPro's personnel have no authority to waive or modify any term of these Terms or the TDS. The Client must independently verify all installation and site-related matters with appropriately qualified professionals.

3.5 Silence or failure to object by ScreedPro's personnel at any time — including during supply, on inspection, or in any written or oral communication — does not constitute approval of any installation method, site condition, substrate, or deviation from the TDS or these Terms.

3.6 To the maximum extent permitted by law, ScreedPro is not liable for any claim or loss arising from reliance on any comment, statement, or conduct of ScreedPro's personnel on site or in any written communication, except where such communication expressly and specifically states that it constitutes formal written approval under these Terms.

3.7 ScreedPro is not a subcontractor and has no responsibility for project delivery, sequencing, programming, or coordination. To the maximum extent permitted by law, ScreedPro is not liable for any project-related loss including delay costs, liquidated damages, or claims by third parties arising from project obligations owed by the Client. The Client indemnifies ScreedPro against any claim arising from project obligations owed by the Client to any third party.

3.8 Attendance is not supervision. The presence of ScreedPro's personnel or equipment on site is solely for the purpose of manufacturing and supplying the Materials. Attendance on site does not constitute, and must not be taken to imply, supervision of the installers, the builder, or any other person on site, or any assessment, monitoring, or approval of site conditions, substrate suitability, installation method, design choices, or compliance with the TDS or these Terms. ScreedPro's function on site is to manufacture and supply the product. ScreedPro owes no duty to supervise, monitor, inspect, warn, or intervene in any installation activity, and, to the maximum extent permitted by law, ScreedPro is not liable for any loss arising from any alleged failure to supervise, monitor, inspect, warn, or intervene.

4. Contracting Entity and Third Party Claims

4.1 The Client's contractual relationship is solely with the ScreedPro entity that performed the supply. No other ScreedPro group entity has any liability to the Client in connection with any supply.

4.2 The Client's rights under these Terms are personal to the Client and cannot be assigned or transferred without ScreedPro's prior written consent.

4.3 These Terms do not confer any right or benefit on any third party, including any builder, head contractor, developer, property owner, or end user. No third party is entitled to rely on ScreedPro's supply or any representation made in connection with it. ScreedPro's obligations run only to the Client.

4.4 The Client indemnifies each ScreedPro group entity (other than the contracting entity for the relevant supply) against any claim, loss, damage, or cost brought against that entity by any party in connection with that supply.

4.5 The Client indemnifies ScreedPro against all claims brought by third parties, including builders, developers, property owners, subsequent occupants, or any other person, arising out of or in connection with the Supply or the installation or use of the Materials.

4.6 The Client is responsible for the acts and omissions of all persons on site, including the installer, the builder, and all other trades, in relation to the Materials after placement. To the maximum extent permitted by law, ScreedPro is not liable for any damage to or deterioration of the Materials caused by any person on site after placement.

5. Estimates, Quantities, and Measurement

5.1 Unless expressly stated in writing to be a fixed-price contract for a fixed and guaranteed quantity, all quantities, volumes, and costs provided by ScreedPro before or at the time of supply are estimates only. Estimates are based entirely on information provided by the Client. ScreedPro does not attend the site to measure or inspect the area to be covered prior to supply and cannot independently verify any quantity.

5.2 Estimates are not binding on ScreedPro as to the quantity actually supplied or the total price charged. Actual supply will reflect what the Client requests on the day. ScreedPro will supply as much product as the Client directs and will continue supplying until the Client's representative on site instructs ScreedPro to stop. The invoice will reflect actual quantities supplied, which may be more or less than any estimate.

5.3 The Client is responsible for estimating its own product requirements having regard to the area to be covered, the installation depth, expected compaction, substrate irregularity, and any wastage. Concrete slabs are typically not perfectly flat, particularly where they have been scabbled, ground, or jackhammered, and installed depth will therefore vary across the area. To the maximum extent permitted by law, ScreedPro is not liable for any under-estimation or over-estimation of product requirements by the Client.

5.4 Screed and dry mix products are measured and billed by Screed Volume as defined in clause 1. The Client accepts the Screed Volume methodology as the correct and agreed basis for measurement and billing of all screed and dry mix products.

5.5 Self-levelling compound and other pumpable liquid products are measured and billed by Bag Equivalent as defined in clause 1. The Client accepts the Bag Equivalent methodology as the correct and agreed basis for measurement and billing of self-levelling and pumpable products.

5.6 Compaction reduces the volume of installed screed relative to the mixed volume supplied. Screed is supplied and billed on a mixed volume basis, not a compacted volume basis. The volume of installed compacted screed will always be less than the volume of mixed screed supplied because compaction physically consolidates the material. The degree of compaction loss depends on installation technique and typically ranges from approximately 15% to 25% of mixed volume. The Client must factor compaction loss into its product quantity estimates. To the maximum extent permitted by law, ScreedPro is not liable for any difference between the mixed volume supplied and the compacted installed volume, and the Client is not

entitled to claim that ScreedPro supplied less material than billed on account of compaction.

5.7 For COD prepaid jobs, ScreedPro has no obligation to cease supply when the prepaid amount has been reached. ScreedPro will continue supplying until the Client's representative on site instructs ScreedPro to stop. Any quantity supplied in excess of the prepaid amount will be invoiced separately and is payable in accordance with these Terms.

6. Continuous Mixing System and Acceptance at Discharge

6.1 ScreedPro's supply system uses a proprietary computer-controlled volumetric mixing process that produces Materials in continuous independent small batches. For screed products, each batch is approximately 200kg — the equivalent of approximately two wheelbarrows. Each batch is a fresh independent mix manufactured sequentially. This system is fundamentally different from concrete agitator delivery, which supplies a single homogeneous batch per truck. The Client acknowledges and accepts this operational characteristic.

6.2 The installer is the only party present at the point of discharge from the pump hose and is therefore the only party able to observe and assess each batch at the time it is produced and discharged.

6.3 The installer must inspect each batch at the point of discharge. If any batch does not appear suitable for installation — whether due to consistency, workability, separation, or any other characteristic — the installer must reject that batch immediately and not install it. Rejection must occur at the time of discharge. Once a batch has been placed, it cannot be rejected.

6.4 Each batch placed by the installer constitutes acceptance of that batch by the Client. The Client is not entitled to make any claim in respect of any batch that was placed by the installer without being rejected at the point of discharge.

6.5 Where a batch appears to have separated during pumping, the installer must re-homogenise the batch on the slab using rakes or shovels before placing and compacting. If satisfactory homogenisation cannot be achieved, the batch must be rejected. To the maximum extent permitted by law, ScreedPro is not liable for any performance issue arising from placement of a separated batch.

6.6 Client-directed admixes. ScreedPro's products are supplied to ScreedPro's standard formulations as described in the applicable TDS. Where the Client or its installer directs ScreedPro to dose any admixture that does not form part of ScreedPro's standard formulation for the product supplied — including bonding agents, latex or polymer dispersion admixtures, accelerants, retarders, or any other additive — ScreedPro doses that admixture as directed by, and on behalf of, the Client, at the Client's sole risk. ScreedPro specifically advises against dosing latex-style bonding admixtures into the mix (such as Abacrete, Planicrete Eco P6, or similar latex-based products), which are known to cause screed to curl and delaminate. ScreedPro's agreement to dose an admixture at the Client's direction does not constitute a recommendation or endorsement of that admixture or acceptance of any responsibility for its effects, and any such admixture will be recorded on the Supply Certificate. To the maximum extent permitted by law, ScreedPro is not liable for any performance issue — including curling, delamination, cracking, retardation, discolouration, or strength reduction — arising from or contributed to by any admixture dosed at the direction of the Client or its installer.

7. Installer Requirements

7.1 ScreedPro's products are high-performance materials whose performance is highly dependent on the quality of installation. Because ScreedPro has no control over who installs the Materials or how they are installed, and because it

is often impossible to determine after the fact which individual installer worked on which area, ScreedPro requires as a condition of supply that its Materials are installed only by Competent Installers.

7.2 The Competent Installer requirement applies to each individual who physically installs the Materials, not only to the company principal. ScreedPro is aware that licensed companies routinely employ or subcontract unlicensed or unqualified individuals. The use of such individuals to install ScreedPro's products is not acceptable to ScreedPro regardless of whether the company holds an appropriate licence.

7.3 Whether the installers engaged by the Client meet the Competent Installer requirement is a matter for the Client. ScreedPro does not verify installer qualifications at the time of supply.

7.4 To the maximum extent permitted by law, ScreedPro is not liable for any loss or damage arising from or contributed to by installation performed by persons who do not meet the Competent Installer requirement. ScreedPro's position is that had it been aware that the Materials would be installed by persons not meeting the Competent Installer requirement, it would not have agreed to supply.

8. Disclosure of Deviations — Pre-Supply Obligation

8.1 The Client must notify ScreedPro in writing before supply commences if:

- (a) the installation will deviate in any respect from the TDS or applicable Australian Standards;
- (b) the installers do not meet the Competent Installer requirement;
- (c) the substrate has characteristics that may affect the performance of the Materials, including post-tensioning, previous waterproofing treatments, chemical contamination, hydrophobic coatings, polyurethane or similar non-porous coatings, or known moisture issues;
- (d) the Client or an engineer has specified installation parameters that differ from those in the TDS; or
- (e) there is any other site-specific condition that may affect the suitability or performance of the Materials.

8.2 Upon receiving notification under clause 8.1, ScreedPro may in its absolute discretion:

- (a) agree to supply on the basis of the disclosed matter, with or without conditions; or
- (b) decline to supply.

8.3 ScreedPro's agreement to supply notwithstanding a disclosed matter does not constitute acceptance of liability for any outcome arising from that matter unless ScreedPro has expressly agreed to accept that liability in writing.

8.4 If the Client fails to disclose a matter required to be disclosed under clause 8.1 that the Client or its installer knew, or ought reasonably to have known had the pre-installation suitability assessment required by clause 9.1 been properly carried out, the Client assumes full responsibility for all performance outcomes arising from or contributed to by that matter and, to the maximum extent permitted by law, ScreedPro is not liable for them. The matters described in clause 8.1 are site and substrate conditions that only the Client and its installer are in a position to identify, investigate, and assess: ScreedPro does not attend the site before supply, does not inspect or test the substrate, and relies entirely on the Client's disclosure. ScreedPro's position is that had it been aware of the undisclosed matter it would have declined to

supply or would have agreed to supply only on different conditions.

8.5 Any term of these Terms that the Client considers unreasonable, unfair, or inapplicable should be raised in writing before supply in accordance with clause 2.7. ScreedPro reserves the right to decline to supply where the Client does not accept any term. Proceeding with supply without raising any objection will be relied upon as the Client's confirmation described in clause 2.7.

9. Client and Installer Obligations — Conditions of Supply

The Client acknowledges that the following obligations are fundamental conditions of supply entirely within the control of the Client and its installers and entirely outside ScreedPro's control. To the maximum extent permitted by law, ScreedPro is not liable for any performance issue arising from failure to comply with these obligations, and the Client indemnifies ScreedPro against all claims arising from any such failure.

9.1 Pre-installation suitability assessment. Before supply commences, the installer must satisfy itself that the substrate and site conditions are suitable to receive the Materials. This is a positive obligation on the installer. Where any aspect of the substrate or site conditions is uncertain or potentially problematic, the installer must carry out appropriate investigation or testing — including porosity testing, moisture testing, and patch testing — before installation commences. Installation must not proceed where the installer has not satisfied itself of substrate suitability. The Client must ensure this assessment is conducted before supply is requested.

9.2 Substrate surface profile. A minimum Concrete Surface Profile of CSP 3 as defined by ICRI Guideline 310.2R is required prior to the application of any adhesive slurry. Where the slab is dense, power-trowelled, helicopter-finished, or otherwise has a closed surface, a minimum of CSP 4 is required. Substrates with a closed or non-porous surface must be ground or scabbled to achieve the required open profile before installation. A coarse broom or brush finish on a new slab is preferable to any smooth finish.

Surface profile alone does not guarantee adhesion. Adhesion is a function of the interaction between the adhesive slurry and the substrate — a matter entirely between those two materials and outside ScreedPro's control or scope of supply. To the maximum extent permitted by law, ScreedPro is not liable for any failure of the adhesive slurry to bond to the substrate, regardless of whether the substrate meets the recommended surface profile. The selection, preparation, and application of the adhesive slurry, and the suitability of the substrate to receive it, are the sole responsibility of the installer.

9.3 Substrate preparation. The substrate must be dry, solid, dimensionally stable, and free from dirt, loose materials, paint, wax, oils, rust, laitance, curing and sealing compounds, hydrophobic coatings, bond-breaking matter, and any other contaminants that may interfere with bonding. All curing and sealing compounds must be completely mechanically removed regardless of type, including dissipating curing compounds. The substrate must be structurally sound and must not deflect beyond the limits specified in the TDS. To the maximum extent permitted by law, ScreedPro is not liable for delamination from the substrate or failure of the Materials to bond to the substrate.

9.4 Compaction. Screed must be compacted to a minimum density of 2,100 kg/m³ throughout the full thickness during installation. Failure to achieve this density is the primary cause of low-strength screed, internal delamination, surface weakness, and cracking. Compaction must be applied through the full thickness of the screed, not merely to the surface. For thick screeds installed at depths greater than 60mm, mechanical compaction using a plate compactor or equivalent equipment must be used to ensure consistent compaction throughout the full depth, given the significantly increased risk of inadequate compaction in the middle and lower sections of thick pours. To the maximum extent permitted by law,

ScreedPro is not liable for any performance issue where screed has not been compacted to at least 2,100 kg/m³. The Client indemnifies ScreedPro against all claims arising from inadequate compaction.

9.5 Finishing. Screed must be finished with a steel trowel to achieve a closed surface matrix. Where the screed is to be overlaid with a resilient floor covering including vinyl, timber, carpet, artificial turf, or any other floor covering that requires a smooth, dense substrate, a steel trowel finish is mandatory. A float or open finish in these circumstances leaves the surface susceptible to scuffing, dusting, and surface delamination under the forces applied by the overlying product and its adhesive. To the maximum extent permitted by law, ScreedPro is not liable for poor surface strength, surface scuffing, surface delamination, or surface degradation where a steel trowel finish was not applied.

9.6 Control joints. Control joints must be installed on the day of installation, while the screed remains wet, in bays of no greater than 20–25 sqm internally and 16 sqm externally, in accordance with the TDS and applicable Australian Standards. Screed begins the shrinkage process within hours of placement. Joints installed one or more days after placement do not effectively control shrinkage forces. Any construction joints in the substrate must be mirrored through the screed. To the maximum extent permitted by law, ScreedPro is not liable for cracking, delamination, curling, or movement where joints were not installed on the day of installation in accordance with the TDS.

9.7 Adhesive and slurry. For bonded installations, a high-performance polymer or latex-based adhesive slurry with a minimum tensile adhesion strength of 2 N/mm² must be applied to the prepared substrate before the Materials are placed. A cement powder and water slurry, or products such as Bondcrete or Planicrete used alone, do not provide sufficient tensile adhesion and are not acceptable. The slurry must be applied wet-on-wet and the Materials must be placed before the slurry skins. ScreedPro does not supply or warrant the performance of adhesives. The selection and application of an appropriate adhesive is the sole responsibility of the installer. To the maximum extent permitted by law, ScreedPro is not liable for debonding where an inadequate adhesive was used, where the slurry was allowed to skin, or where the adhesive failed for any reason.

9.8 Layered installation. Where Materials are installed in multiple layers in a wet-on-wet bond, each layer must be fully compacted and the layers must be merged and bonded together before the lower layer begins to cure. The lower layer must not be rehydrated with water before the upper layer is applied. If the lower layer begins to cure before the upper layer can be applied, affected material must be removed and the layers treated as separate bonded layers with appropriate adhesive applied between them. To the maximum extent permitted by law, ScreedPro is not liable for internal delamination arising from layered installation where these requirements have not been met.

9.9 Cold joints. Where two sections of material are joined at a cold joint, an appropriate adhesive slurry must be used and steel dowel rods incorporated where practical. To the maximum extent permitted by law, ScreedPro is not liable for failure at cold joints where appropriate bonding measures have not been taken.

9.10 Rehydration. Materials must not be rehydrated with water after installation. Application of water washes cementitious particles from the surface and results in a weak, sandy surface layer. To the maximum extent permitted by law, ScreedPro is not liable for surface weakness or dustiness arising from post-installation rehydration.

9.11 Post-installation protection. ScreedPro's products are not wearing surfaces and must be protected from foot traffic, wheeled machinery, heavy equipment, and the elements after installation. Internal installations must be covered with the floor covering or temporary protection within 21 days. External

installations within 14 days. The use of hard-wheeled machinery, elevated work platforms, forklifts, or any equipment with high point loading on unprotected material will cause damage. To the maximum extent permitted by law, ScreedPro is not liable for degradation, damage, or performance issues caused by failure to protect the Materials after installation.

9.12 Moisture and drying time. Before installing any Overlying Product — including self-levelling compound, adhesive, waterproofing membrane, or primer — the installer must confirm the installed Materials have achieved the moisture content required by the TDS of the Overlying Product. Moisture must be assessed throughout the full depth of the installation, not only at the surface. To the maximum extent permitted by law, ScreedPro is not liable for failure of any Overlying Product applied before the Materials have reached the moisture content required by that product's TDS.

9.13 Waterproofing membranes. Where a waterproofing membrane is to be applied over the Materials, the installer is solely responsible for confirming the surface profile is appropriate for the membrane system, that the Materials have adequately dried, and that an appropriate primer is selected having regard to the surface profile, porosity, and moisture content. To the maximum extent permitted by law, ScreedPro is not liable for membrane failure, delamination, bubbling, outgassing, or emulsification caused by membrane or primer application over Materials that had not adequately dried or did not have the required surface profile.

9.14 Epoxy and thin-film coatings. Screed is an inherently porous material with a granular surface texture. Epoxy and other thin-film coatings are applied at very low film thickness, and sand-scale surface roughness translates into peaks and troughs in the coating. Where the coating is thin over a surface peak, the coating can wear through or pinhole at that point, allowing liquids — including cleaning chemicals — to penetrate beneath the coating, where they become trapped, degrade the screed surface, and cause soft patches and debonding of the coating. For these reasons, where the intended finish above the screed is an epoxy or other thin-film coating, ScreedPro recommends that the screed be topped with a layer of high-performance self-levelling compound to provide a smooth, dense, homogeneous surface to receive the coating. Where a coating is to be applied directly to screed, the risk of pinholing can be reduced but not eliminated by finishing the screed with a steel trowel or powered mechanical disc trowel to smooth and compact the surface, and by applying a penetrating densifier (such as EP21, Prosfas, or equivalent) to the cured screed to increase surface strength. The decision to apply an epoxy or thin-film coating directly to screed, and the preparation of the screed surface to receive it, are entirely matters for the Client and its installer. To the maximum extent permitted by law, ScreedPro is not liable for pinholing of any coating applied over the Materials, for moisture or chemical penetration through or beneath any coating, or for any resulting degradation, soft patches, or debonding of the coating or of the Materials.

9.15 Structural loading. Screed and self-levelling compound are non-structural elements. They are not designed to carry structural loads and must not be used as a bearing surface for structural elements. Timber framing, stud walls, posts, columns, racking, fixed plant, and other structural or load-bearing elements must not be installed bearing directly on the Materials. Structural loads must be carried by the structural substrate, and any load path through or around the Materials must be designed and verified by an appropriately qualified engineer engaged by the Client. To the maximum extent permitted by law, ScreedPro is not liable for cracking, crushing, indentation, or other damage to the Materials, or for any consequential loss, arising from structural or concentrated loads applied to the Materials, including timber framing installed directly on the Materials.

9.16 Cracking. Cracking of cementitious products during the drying process is a normal physical characteristic and does not of itself constitute a product defect. Cracking is the material's response to shrinkage forces and is effectively controlled by

correct installation of control joints, appropriate use of ScreedMax Fibre or steel mesh, and protection from rapid drying. ScreedPro gives no guarantee against cracking. Cracks should be filled with an appropriate crack filler prior to installation of any floor covering. To the maximum extent permitted by law, ScreedPro is not liable for cracking where the installer has not complied with TDS requirements for control joints, reinforcement, and protection from rapid drying.

9.17 Floating and unbonded installations. Floating and unbonded installations will curl as they dry. Curling is an inherent physical characteristic caused by differential drying and is not a product defect. Curled installations may require grinding to restore a flat finish. To the maximum extent permitted by law, ScreedPro is not liable for curling.

9.18 Transfer of responsibility upon placement. Responsibility for the Materials transfers to the Client and installer immediately upon placement and compaction of each batch. From the moment of placement, the Materials are under the control of the Client, the installer, and the builder, and are no longer within ScreedPro's control in any respect. To the maximum extent permitted by law, ScreedPro is not liable for any damage to or deterioration of the Materials occurring after placement, including damage caused by subsequent trades, machinery, weather, or the actions or omissions of any person on site.

10. Fitness for Purpose — Layer System and Overlying Products

10.1 ScreedPro's Materials are frequently installed as one layer in a multi-layer flooring system. Above the Materials there will typically be an Overlying Product — such as self-levelling compound, skim coat, epoxy, or adhesive — and above that the final floor covering. ScreedPro is not responsible for the performance of the overall flooring system. ScreedPro is responsible only for providing Materials that meet the requirements of the applicable TDS.

10.2 Whether ScreedPro's Materials are fit for purpose is to be assessed by reference to the lesser of:

- (a) the requirements of the applicable TDS; and
- (b) the substrate requirements specified in the TDS of the Overlying Product.

Where the Overlying Product's TDS specifies less demanding substrate requirements than ScreedPro's TDS — for example, requiring only that the substrate be clean, solid, and stable without specifying a compressive strength threshold — the Overlying Product's TDS requirements represent the applicable fitness for purpose standard for ScreedPro's Materials as a substrate for that product. ScreedPro's Materials that meet the requirements of the applicable TDS are, in any event, fit for purpose as a substrate for any Overlying Product whose TDS specifies requirements no more demanding.

10.3 This clause reflects the commercial and technical reality that the Overlying Product itself becomes the immediate substrate for any further product above it. Fitness for purpose must be assessed at each layer by reference to the requirements of the product immediately above, not by reference to the requirements of the final floor covering.

10.4 To the maximum extent permitted by law, ScreedPro is not liable for the failure of any Overlying Product or floor covering where the failure was caused by factors within the Overlying Product's own system, including the selection of an inappropriate primer, the application of primer or membrane over a substrate not meeting that product's specific requirements, or the failure of the Overlying Product itself.

10.5 Where ScreedPro also supplies an Overlying Product, ScreedPro's liability in respect of that Overlying Product is separately governed by these Terms applied to that product

and is not extended by reason of the fact that ScreedPro also supplied the material beneath it.

11. Laboratory Performance Data and In-Situ Performance

11.1 All performance data published in the TDS, including compressive strength, flexural strength, density, and surface strength data, represents performance achieved under controlled laboratory conditions. Laboratory samples are wet-cured in humidity-controlled environments. In-situ installations are dry-cured under site conditions that vary depending on temperature, humidity, airflow, substrate moisture, admix use, and installation quality.

11.2 In-situ performance will differ from laboratory performance data. This difference is inherent and expected. Laboratory performance figures are indicative guidance only and are not a guarantee of in-situ performance.

11.3 The primary determinant of in-situ performance is the quality of installation, particularly the degree of compaction achieved. Performance data has no relevance to material that has not been properly installed or that has been cured under site conditions materially different from laboratory conditions.

11.4 To the maximum extent permitted by law, ScreedPro is not liable for variations between in-situ performance and published laboratory performance data where those variations are attributable to installation factors including compaction, finishing, curing conditions, admix use, or post-installation care.

12. Technical Data Sheet

12.1 The TDS for the product supplied forms part of the contract between ScreedPro and the Client and is incorporated into these Terms by reference.

12.2 The Client confirms it has reviewed the TDS applicable to the product supplied and accepts its requirements as binding.

12.3 To the maximum extent permitted by law, ScreedPro is not liable for any claim to the extent it arises from or is contributed to by any deviation from the TDS made without ScreedPro's prior written agreement.

12.4 Where the TDS refers to Australian Standards, compliance with those Standards is the responsibility of the Client and installer.

13. Performance Testing

13.1 The primary and preferred methodology for assessing whether installed screed is fit for purpose is BRE drop hammer testing in situ in accordance with BS8204-1:2003. This methodology directly links test results to fitness for purpose for a range of floor covering types and usage categories and is the internationally recognised standard for screed assessment.

13.2 Destructive testing — including cutting, jackhammering, or removal of sections followed by laboratory crush testing of cubes or cylinders — is not a reliable or determinative methodology for assessing in-situ performance. ScreedPro's products are non-structural, hand-compacted, dry-mix materials supplied in many small independent batches. Isolated samples consistently underperform relative to in-situ installed material due to inherent voids, the stresses of the removal process, and the fundamental differences between field sample conditions and laboratory curing conditions.

13.3 To the maximum extent permitted by law, ScreedPro is not liable for any claim founded solely or primarily on the results of destructive testing or laboratory crush testing.

13.4 Any claim relating to product performance should be supported by BRE in-situ testing conducted by a suitably qualified independent testing professional in accordance with BS8204-1:2003.

14. Mix Data and Proprietary Information

14.1 ScreedPro's mixing process uses a proprietary computer-controlled volumetric system. Mix data, consumption reports, batch logs, internal system records, and formulation data generated by ScreedPro's equipment are confidential trade secret information and the intellectual property of ScreedPro.

14.2 The Client has no general entitlement to request, access, or compel disclosure of mix data, consumption reports, or proprietary system data, except where required by law or order of a court of competent jurisdiction.

14.3 The Client acknowledges that:

- (a) individual batch data is not relevant to any proper assessment of in-situ performance;
- (b) Materials are produced in many independent small batches and the installed product represents the aggregate performance of all placed batches, not any individual batch;
- (c) individual batch data cannot reliably represent the performance of the installed material as a whole; and
- (d) performance is properly assessed by BRE in-situ testing, not by analysis of ScreedPro's internal production records.

14.4 Any demand for mix data as part of a claim, without first establishing a prima facie case of product failure through BRE in-situ testing, is not a proper evidentiary basis for a claim and ScreedPro reserves all rights accordingly.

15. Notification and Preservation of Evidence

15.1 The Client must notify ScreedPro in writing as soon as it becomes aware of any alleged defect or performance issue. Notification must include sufficient detail to identify the alleged defect, its location, and the circumstances in which it was discovered.

15.2 Upon becoming aware of any alleged defect, the Client must:

- (a) immediately cease any further work in the affected area;
- (b) take all reasonable steps to prevent further deterioration or damage;
- (c) preserve the Materials in their current state;
- (d) not remove, replace, cover, alter, or conduct any works over or around the affected Materials without first giving ScreedPro a reasonable opportunity to inspect; and
- (e) provide ScreedPro and its representatives with full and unimpeded access to the Materials and all records relating to the installation, including substrate preparation records, compaction records, joint layout plans, weather conditions at the time of installation, and details of all subsequent works and trades that have accessed the area.

15.3 To the maximum extent permitted by law, ScreedPro is not liable for costs arising from removal, replacement, or deterioration of Materials to the extent those costs are attributable to the Client's failure to comply with clause 15.2.

16. Mandatory Remediation Before Removal

16.1 The purpose of this clause is to ensure that available low-cost remediation options are properly considered and

genuinely attempted before the Client proceeds to removal and replacement. This approach reflects the Client's general obligation to mitigate loss and the industry-recognised availability of remediation products that can restore performance without removal.

16.2 Before undertaking any removal or replacement, the Client must:

- (a) give ScreedPro written notice of the alleged defect with sufficient particulars;
- (b) allow ScreedPro to inspect the Materials;
- (c) conduct BRE in-situ drop hammer testing to assess whether the Materials meet the required performance standard for the Overlying Product and intended use;
- (d) genuinely consider and, where ScreedPro provides written recommendations, undertake Remediation before proceeding to removal; and
- (e) where the parties cannot agree on whether Remediation is appropriate, obtain an independent expert report addressing the cause of the alleged defect and whether removal or remediation is the appropriate and proportionate response, before committing to removal.

16.3 Where the Materials can reasonably be remediated to a standard fit for the Overlying Product — including by application of penetrating densifiers, skim coating, crack filling, grinding, or self-levelling compound — removal and replacement is not a proportionate response. Fitness for purpose is assessed by reference to clause 10, not by reference to the standard of a fresh installation or the requirements of the final floor covering.

16.4 To the maximum extent permitted by law, if the Client:

- (a) proceeds to removal without complying with clause 16.2; or
- (b) refuses or fails to genuinely attempt Remediation recommended by ScreedPro where such Remediation was reasonably available and proportionate,

ScreedPro is not liable for any Removal Costs and the Client indemnifies ScreedPro against any claim by any party for Removal Costs.

16.5 To the extent that clause 16.4 is held not to apply in any circumstance, ScreedPro's liability for Removal Costs is in any event reduced to the extent that compliance with clause 16.2, or a genuine attempt at Remediation that was reasonably available and proportionate, would have avoided or reduced those costs.

17. Mitigation of Loss

17.1 The Client must take all reasonable steps to mitigate any loss arising from any alleged defect, including:

- (a) protecting the Materials from further deterioration;
- (b) following the remediation steps recommended in the TDS;
- (c) covering the Materials within the timeframes specified in the TDS;
- (d) allowing ScreedPro to participate in any investigation and remediation process; and

- (e) not proceeding with removal or replacement before Remediation options have been genuinely explored in accordance with clause 16.

17.2 To the maximum extent permitted by law, ScreedPro's liability, if any, is reduced to the extent that the Client's loss has been increased by the Client's failure to take reasonable mitigation steps.

17.3 Costs incurred in removing and replacing Materials before exploring remediation options, or in circumstances where remediation was reasonably available and not genuinely attempted, are not costs caused by ScreedPro and are not recoverable from ScreedPro.

18. Expert Evidence

18.1 The parties agree that any claim relating to product performance should be supported by a report from an independent expert who is a qualified materials engineer or materials scientist, before substantive claims are advanced or proceedings are commenced.

18.2 The expert report should:

- (a) identify the specific cause or causes of the alleged failure;
- (b) address and assess each of the following potential contributing factors: substrate preparation and surface profile; adhesive selection and application; compaction; control joint installation; finishing; layered installation; post-installation protection; exposure; traffic; moisture; and sequencing of subsequent trades;
- (c) address whether the alleged defect could reasonably be remediated without removal, and assess the Materials against the substrate requirements of the Overlying Product in accordance with clause 10;
- (d) address the reliability and relevance of any testing methodology relied upon; and
- (e) state conclusions with reasons.

18.3 ScreedPro may obtain its own independent expert report in response. Each party bears the costs of its own expert engagement.

19. Limitation of Liability

19.1 The limitations in this clause reflect a reasonable allocation of risk having regard to the nature of ScreedPro's products, the many installation variables outside ScreedPro's control, the availability of industry-standard Remediation pathways, and ScreedPro's position as a product manufacturer and supplier with no involvement in installation, substrate preparation, or post-installation management.

19.2 To the maximum extent permitted by applicable law, ScreedPro's total liability to the Client for any defect, damage, or claim of any kind, howsoever arising, is limited to the lesser of:

- (a) the value of the invoice (excluding GST) for the Materials supplied in connection with the claim;
- (b) the cost of Remediation of the affected installation, assessed having regard to industry-standard remediation products and methods; or
- (c) in respect of Removal Costs only, and only where clause 16 has been fully complied with, \$2,500 per 100 square metres of installation to which the claim relates.

19.3 The cap in clause 19.2(c) reflects that ride-on and walk-behind floor scraping machinery is available for hire at rates that make removal using appropriate machinery a modest-cost exercise relative to the contract value, and represents a reasonable estimate of machine-assisted removal costs.

19.4 To the maximum extent permitted by law, ScreedPro is not liable for:

- (a) any consequential, indirect, or special loss;
- (b) loss of profit, loss of revenue, or loss of opportunity;
- (c) delay costs, liquidated damages, or project costs;
- (d) damage to or failure of any Overlying Product, floor covering, adhesive, or membrane applied over the Materials;
- (e) costs of replacement works beyond the caps in clause 19.2; or
- (f) any claim by a third party including builders, developers, property owners, or end users.

19.5 Where ScreedPro is required by law to accept liability that cannot be excluded, ScreedPro's liability is limited to, at ScreedPro's election: resupply of equivalent Materials; or payment of the cost of resupply.

19.6 ScreedPro's liability does not extend to any party other than the Client.

20. Apportionment

20.1 To the extent that any loss or damage alleged by the Client was caused or contributed to by the acts or omissions of the Client, the installer, the builder, any other trade, or any site-specific condition, ScreedPro's liability is reduced proportionately to reflect its actual contribution to the loss.

20.2 The dominant causes of performance issues in practice are inadequate compaction, poor substrate preparation, failure to install control joints, use of inappropriate adhesive, inadequate finishing, and post-installation damage. Where any of these factors has contributed to the alleged loss, ScreedPro's share of liability is to be assessed accordingly.

21. Warranties, Conditional Product Warranty, and Consumer Law

21.1 Nothing in these Terms excludes, restricts, or modifies any guarantee, right, or remedy that cannot be excluded, restricted, or modified under applicable law, including the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (**ACL**).

21.2 Product warranty at discharge. ScreedPro warrants that, at the point of discharge from the pump hose, the Materials conform to the specification for the product supplied in the applicable TDS, subject to the acceptance-at-discharge provisions of clause 6 and the laboratory versus in-situ performance provisions of clause 11.

21.3 Conditional Product Warranty. In addition to clause 21.2, ScreedPro provides an express product warranty for the warranty period specified in the applicable TDS for the product supplied (the **Product Warranty**). The Product Warranty is a warranty that the Materials, as manufactured and supplied, are free from manufacturing defects that render them unfit for their function as a component of a correctly installed flooring system.

21.4 The Product Warranty is conditional, not "as built". The Product Warranty is a conditional product warranty. It is not an "as built", system, workmanship, or installation warranty, and it does not warrant the performance of the installed flooring system or of any installation outcome. The

Product Warranty applies only where each of the following conditions is satisfied:

- (a) the Materials were installed by Competent Installers;
- (b) the Materials were installed and maintained in accordance with the applicable TDS and these Terms, including all requirements as to substrate preparation, adhesive, compaction, finishing, control joints, curing, moisture assessment, and post-installation protection;
- (c) the alleged defect is a defect in the Materials as manufactured, and is not damage, deterioration, or a performance outcome arising from installation, site conditions, structural or concentrated loading, admixes dosed at the Client's direction, or events occurring after placement; and
- (d) all invoices for the relevant supply have been paid in full, subject to the Client's non-excludable rights under applicable law.

Where any condition in this clause is not satisfied, the Client has no entitlement under the Product Warranty. This clause governs the express Product Warranty only and does not affect any non-excludable statutory guarantee.

21.5 Remedy under the Product Warranty. Where a valid claim is made under the Product Warranty, ScreedPro will, at its election: resupply equivalent Materials; pay the cost of resupplying equivalent Materials; or carry out or pay the cost of Remediation of the affected installation. Claims under the Product Warranty must follow the notification, preservation, remediation, and expert evidence process in clauses 15 to 18. The Client bears its own costs of making a claim, including the costs of testing and expert engagement, unless the claim is accepted, in which event ScreedPro will reimburse the reasonable and proportionate costs of BRE in-situ testing directly attributable to the accepted claim.

21.6 Warranty claims procedure. Claims under the Product Warranty must be made in writing to the ScreedPro contracting entity for the supply at the address shown on the invoice or by email to admin@screedpro.com, within the warranty period and as soon as practicable after the alleged defect is discovered, and must comply with clause 15.

21.7 Mandatory consumer text. Where the Client acquires the Materials as a consumer within the meaning of the ACL, the following applies to the Product Warranty: 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. The benefits given by the Product Warranty are in addition to other rights and remedies available to the Client under law in relation to the Materials.

21.8 Limitation for non-personal goods. Where the Client is a consumer within the meaning of the ACL but the Materials are not of a kind ordinarily acquired for personal, domestic, or household use or consumption, ScreedPro's liability for a failure to comply with a consumer guarantee is limited, to the extent permitted by section 64A of the ACL and at ScreedPro's election, to: the replacement of the Materials or the supply of equivalent Materials; the repair of the Materials; the payment of the cost of replacing the Materials or of acquiring equivalent Materials; or the payment of the cost of having the Materials repaired.

21.9 Trade acquisition acknowledgement. Where the Client acquires the Materials in trade or commerce for incorporation into building works — that is, for the purpose of using them up or transforming them, in trade or commerce, in the course of a process of production or manufacture or of repairing or treating

other goods or fixtures on land — the parties record their common understanding that the Client does not acquire the Materials as a consumer within the meaning of section 3 of the ACL. This clause records the parties' understanding of the character of the acquisition; it does not apply, and is not relied upon by ScreedPro, where the Client in fact acquires the Materials as a consumer.

22. Payment Obligations and Claims Interaction

22.1 ScreedPro is not required to assess, respond to, or engage with any claim while any invoice relating to that supply remains unpaid, except to the extent required by law. ScreedPro's obligation to consider any claim is conditional on the Client being in good standing with respect to all invoices relating to the supply the subject of the claim.

22.2 Where the Client withholds payment of any amount from an invoice in purported exercise of a claim or right of set-off, ScreedPro's liability in respect of that claim is limited to the amount withheld unless and until the invoice is paid in full, without prejudice to any other limitation in these Terms.

22.3 The Client's rights under the Product Warranty are conditional upon payment of the relevant invoice in full and on time and compliance with the Client's obligations under these Terms, subject to the Client's non-excludable rights under applicable law.

22.4 Where payment of an invoice is overdue, ScreedPro may suspend warranty obligations until payment is made in full, subject to the Client's non-excludable rights under applicable law.

23. No Set-Off

23.1 The Client's obligation to pay invoices is unconditional and is separate from any claim the Client may have or allege against ScreedPro.

23.2 The Client is not entitled to set off, deduct, or withhold any amount from any invoice on account of any alleged defect, dispute, or counter-claim.

23.3 Withholding payment in purported exercise of a set-off right is a breach of these Terms.

23.4 Any dispute about the Materials is to be pursued as a separate claim and does not entitle the Client to withhold payment.

24. Payment and Default

24.1 Invoices are payable on the date specified in the invoice, or where no date is specified, within 7 days of the invoice date. Time for payment is of the essence.

24.2 Interest accrues on overdue amounts at 5% per calendar month, compounding monthly, from the due date until payment in full, before and after judgment. If and to the extent the rate in this clause is held to exceed the maximum rate recoverable under applicable law in the relevant jurisdiction, interest applies at the maximum rate so recoverable.

24.3 The Client indemnifies ScreedPro against all reasonable costs of debt recovery, including legal costs on a solicitor and own client basis and debt collection fees.

24.4 ScreedPro may recover from the Client the following administrative costs incurred in connection with overdue accounts, which represent a genuine pre-estimate of ScreedPro's internal administrative costs:

- (a) account statement issued in connection with an overdue account: \$50 per statement;
- (b) written reminder communication: \$50 per communication;

- (c) referral of overdue debt to a debt collector or credit insurer: \$500; and
- (d) preparation of a court claim in respect of an unpaid invoice: \$1,000.

24.5 Where the Client cancels or postpones a booking after ScreedPro has mobilised or is in transit, the Client is liable for ScreedPro's mobilisation costs, dead freight, and any other costs directly incurred as a result of the cancellation or postponement.

24.6 Without prejudice to any other remedy, if any amount owing to ScreedPro becomes overdue, ScreedPro may suspend further supply to the Client until all overdue amounts are paid in full.

25. Security and Title

25.1 Title to Materials does not pass to the Client until all amounts owing to ScreedPro have been paid in full.

25.2 Until title passes, the Client holds the Materials as bailee for ScreedPro and must not sell, dispose of, or encumber the Materials without ScreedPro's consent.

25.3 The Client charges all its right, title, and interest in any real and personal property to ScreedPro as security for all amounts owing, and consents to ScreedPro registering a security interest under the Personal Property Securities Act 2009 (Cth) and lodging a caveat over any real property in which the Client has an interest.

25.4 The Client must promptly execute any document and take any step reasonably required by ScreedPro to give effect to this clause.

26. Personal Property Securities Act 2009

26.1 The Client acknowledges that these Terms constitute a security agreement for the purposes of the PPSA and create a security interest in all Materials supplied and to be supplied.

26.2 The Client waives its right to receive any notice under the PPSA to the extent that such notice may be waived by agreement, including notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), and 157 of the PPSA.

26.3 ScreedPro and the Client agree that sections 96, 115, and 125 of the PPSA do not apply to the security agreement created by these Terms.

27. Security of Payment

27.1 These Terms do not exclude the operation of any applicable Security of Payment legislation. ScreedPro may at its discretion make a payment claim under the applicable Act in the state where the supply was made. The Client submits to the provisions of the applicable Security of Payment legislation.

28. Privacy

28.1 ScreedPro may collect, use, and disclose personal information in accordance with its Privacy Policy and the Privacy Act 1988 (Cth), including for the purposes of credit assessment, debt recovery, and credit reporting. The Client consents to ScreedPro obtaining credit information about the Client from credit reporting bodies and exchanging credit information with other credit providers and ScreedPro's insurers for those purposes.

29. Change in Client Details

29.1 The Client must notify ScreedPro in writing at least 14 days before any change in the Client's name, structure, ownership, trustees, or contact details. The Client is liable for

any loss incurred by ScreedPro arising from the Client's failure to comply with this clause.

30. Jurisdiction and Governing Law

30.1 These Terms are governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia for any dispute arising under these Terms.

30.2 Adjudication under applicable Security of Payment legislation is conducted in the state where the supply was made, in accordance with that legislation, and is not affected by clause 30.1.

30.3 Any dispute not resolved by good faith negotiation may be referred to mediation before either party commences court proceedings, unless urgent interlocutory relief is required or a payment claim has been made under Security of Payment legislation.

31. General

31.1 If any provision of these Terms is void, unenforceable, or illegal, it is severed and the remaining provisions continue in full force.

31.2 Failure by ScreedPro to enforce any provision at any time is not a waiver of that provision or any right to enforce it subsequently.

31.3 ScreedPro may amend these Terms by publishing the amended Terms at www.screedpro.com and giving written notice to the Client. Amended Terms apply to all bookings made after the date of notice. Supply under a booking confirmed before the date of notice remains governed by the Terms in force at the time of that booking.

31.4 ScreedPro may assign its rights and obligations under these Terms without the Client's consent. The Client may not assign without ScreedPro's prior written consent.

31.5 These Terms, together with the TDS, supply certificate, quotation or estimate, and account application, constitute the entire agreement between the parties with respect to supply and supersede all prior representations, negotiations, and agreements.

31.6 Neither party is liable for delay or failure to perform obligations caused by events genuinely beyond reasonable control, provided that party notifies the other promptly. This clause does not excuse the Client from payment obligations.

31.7 Electronic signatures and electronic acceptance are valid and binding in accordance with the Electronic Transactions Act 2011 (WA) and equivalent legislation in other states.

31.8 Both parties warrant they have capacity to enter into these Terms and that these Terms create valid and binding obligations on them.

END OF SCREEDPRO TERMS OF TRADE

These Terms of Trade are current as at the version date above. The current version is available at www.screedpro.com/terms-of-trade. All supply is subject to the Terms of Trade current at the time of supply.