

Terms & Conditions

Version 1 | Feb 2026



1. Definitions

“Seller” and “Supplier” means Area Safe Products Pty Ltd except where the context requires otherwise.

“Customer” means the Customer whose order for the goods is accepted by the Seller. “Customer” includes a buyer that has not dealt with the Supplier previously.

2. Conditions

These Terms & Conditions shall apply to every sale contract and sale of goods between Seller and Customer.

Any terms and conditions of the Customer’s order or any statement by the Customer deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller.

An order submitted by the Customer constitutes an offer to purchase goods. A binding contract is formed only when the Seller confirms acceptance of the order, whether by written confirmation, issue of invoice, dispatch of goods, or other express confirmation.

No agent or distributor of the Seller has authority to add to, vary or contradict these terms and conditions.

3. Prices

All prices are subject to change without notice. Prices displayed on the website are shown exclusive of GST unless otherwise stated. GST will be added at the applicable rate at checkout or invoicing.

The Seller reserves the right to correct pricing errors, typographical errors or system errors at any time prior to acceptance of an order

4. Delivery

The Seller reserves the right to apply freight charges to any goods supplied unless otherwise agreed in writing.

Where freight charges are estimated or calculated at checkout, such charges are subject to confirmation. The Seller reserves the right to adjust freight charges where required due to delivery location, access conditions, weight, dimensions or other logistical factors.

Delivery timeframes are estimates only and the Seller shall not be liable for delays in delivery.



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5. Installation

If products have been installed by Area Safe Products Pty Ltd or contracted company or person:

- a) Any advice, recommendation, information, assistance or service provided in relation to goods or services sold or installed by it or their use of application is given in good faith and is believed to be appropriate and reliable. The purchaser acknowledges that such advice, recommendation, information, assistance or service are provided as an act of good faith and do not indicate any expertise and acknowledges that such advice, recommendation, information, assistance or service is provided without liability of responsibility on the part of the Supplier.
- b) The purchaser understands the possibility of unidentifiable cables or pipes being encountered during the concrete core drilling and/or excavation and accepts responsibility for any damage that may occur as the result of our installer intercepting underground cables, water pipes, steel reinforcement or any other buried objects.
- c) The purchaser is responsible for positioning of all installations and consignments of projects being in that position.
- d) The purchaser is to provide reasonable access to power (240v single phase, 10/15 amp) and water 1/2" / 3/4" hose connection).
- e) Should special equipment such as a jackhammer, portable generator, wet vacuum, pressurized water tank, etc, be required, any hire cost shall be a variation to the sale proposal.
- f) Any work required to be performed out of normal business hours shall incur a variation to cost.

6. Passing Of Risk

Risk in the goods passes to the Customer upon delivery or collection. Where goods are collected from the Supplier's premises, risk passes at the time the goods leave the Supplier's premises. Where the goods are transported by the Supplier to the Customer's delivery point, delivery shall be deemed to take place at the moment that the goods pass over the side of the vehicle in which they were transported to the Customer's delivery point. The Customer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the goods at the nominated place of delivery. Where the Customer has requested special delivery arrangements (i.e. Other than Seller delivering to the premises of the Customer) risk in respect of goods shall pass to the Customer upon the goods leaving the premises of the Seller. The Seller will not be liable for damage, shortage or loss during transit except to the extent required by law.



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7. Title Of Goods

Goods remain the property of the Seller until payment is made in full. Where payment is tendered by cheque, payment shall not be deemed to have been received until such cheque is honoured upon presentation at the drawer's bank. If the cheque is dishonoured, the Seller reserves the right to charge the Customer for accounting and bank charges and all other fees incurred by it in respect of such dishonour. If the Customer defaults in payment for goods, the Seller retains the right to retrieve the goods and resell them. For this purpose the Seller, its servants or agents may enter upon the buyer's or other premises in which the goods are situated.

8. Part Delivery and Failure to Deliver

The Seller may make part deliveries of any order unless agreed to the contrary in writing. Each part of the delivery shall constitute a separate contract for the sale of goods upon the conditions herein contained. Every endeavour will be made by the Seller to complete the delivery within the period stated, if any, but no liability can be accepted by the Seller for delay in delivery or non-delivery. Goods which have not been supplied and have been backordered will be marked T/F (To Follow) on the original invoice for the supply of the Customer's order. All items backordered are firm and shall not be cancelled unless agreed to by the Seller.

9. Shortages

All Items listed on the Seller's invoice will be deemed to have been received in good order and condition, without shortage, unless the Seller is notified in writing to the contrary within seven days of the delivery date.

10. Custom-Made Items

When purchasing custom items the Seller requires 50% deposit or full payment (at the Sellers discretion). If the buyer wishes to cancel the order, a cancellation fee will be applicable depending on the job progress. If the Seller has completed the customised goods, no refund will be applicable. In the buyer wishes to cancel an order of customised signage, when the artwork has started, a 20% cancellation fee is applicable. If the seller has started full production of the customised signage, no refund will be applicable.

11. Returns

Area Safe Products assembled products are non-returnable. All other returns must be first authorised by the Seller and a Goods Returned Number (GRN) obtained. Returns for credit can only be made within 30 days of purchase. To obtain a GRN the date of purchase and the original invoice number must be quoted. Goods are to be returned



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freight prepaid and are to include a GRN and a copy of the original invoice. Authorised returns are subject to a minimum 20% restocking fee and will only be accepted if the goods and packaging are received in an unused and original condition. Return of incorrectly supplied goods at the Seller's expense will be by the carrier of the Seller's choice. The Seller will not accept freight charges for goods returned by other means. Products specially purchased, manufactured, machined or cut to size to the Customer's specifications are not returnable.

12. Insurance

It is the Customer's responsibility to effect whatever insurance cover they require at their own expense.

13. Terms of Payment

Cash prior to the goods leaving the Seller's warehouse, unless the Customer shall have made some other arrangement with the Supplier. If the Supplier shall have granted to the Customer Credit Facilities payment for all goods will be within thirty (30) days from the last day of the month in which each delivery was invoiced. Interest shall be payable by the Customer on all amounts overdue to the Seller at the rate of two (2) per centum per month. The Customer shall be liable for collection and legal charges incurred by the Seller pursuing outstanding amounts.

The Seller reserves the right to suspend or withhold further supply of goods where any account remains overdue or where the Seller reasonably believes the Customer may not meet its payment obligations.

14. Outside Interference

The Supplier shall not be liable to the Customer for any defect, loss, damage or delay whatsoever caused by strikes, lock-outs, damage to or breakdowns of plant, government interference, earthquake, civil commotion, Force Majeure or any other cause beyond the control of the Supplier.

15. Warranty

Goods sold shall have only the benefit of any warranty given by the manufacturer.

Goods are supplied with guarantees that cannot be excluded under the Australian Consumer Law. To the extent permitted by law, the Seller's liability for breach of any non-excludable guarantee is limited, at the Seller's option, to:

- a) replacement of the goods;
- b) repair of the goods;
- c) payment of the cost of replacing the goods; or
- d) payment of the cost of having the goods repaired.



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Goods are not guaranteed by the Supplier in any way unless guaranteed expressly in writing. Goods which are the subject of a warranty claim are to be returned to the Seller, freight prepaid, with a copy of the original sales invoice and brief written details of the fault. Before any warranty claim can be considered, documentary evidence of the date of sale of the goods must be received by the Seller. Any warranty given does not cover wear and tear, abuse or misuse and is not applicable to any metal products within 1km of salt water. The 5 Year Metal Sign Warranty is subject to the following additional conditions: Applies to all standard stock metal signs only; Applies to all standard non-reflective metal (not aluminium) signs ordered after 1st July 2018; A faded sign is defined as having illegible text or unrecognisable graphics; Clear photos or actual signs are needed as proof before we will replace; All replacements will be at the sole discretion of Area Safe Products Pty Ltd; Warranty is void if signs have been subject to influences outside of normal conditions e.g. chemicals, sprays etc.

16. Liability of Seller

To the extent permitted by law, the Seller shall not be liable for any indirect, incidental, special or consequential loss, including loss of profit, revenue or business opportunity.

The Seller shall not be liable for damage or loss arising from incorrect installation, misuse, inappropriate operation or failure to follow instructions by the Customer.

Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.

The Customer is responsible for determining that the goods are suitable for their intended purpose and for ensuring compliance with any applicable laws, regulations, standards or site requirements.

17. Variation By Customer

Should there be any variation in details, sizes and quantity, delivery instruction or any other item or matter on which the quotation or invoice is based, the Seller reserves the right to revise and amend the contract price accordingly.

18. Online Orders

Where goods are ordered via the Seller's website:

- a) The Customer warrants that all information provided is accurate and complete.
- b) The Seller reserves the right to refuse or cancel any order prior to acceptance.
- c) Confirmation emails acknowledging receipt of an order do not constitute acceptance of that order.
- d) The Seller may verify trading account authority before processing account-based orders.



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- e) Orders may only be cancelled prior to dispatch with the Seller's written approval.
- f) The Seller reserves the right to charge a reasonable administration or restocking fee where cancellation is approved.
- g) The Seller reserves the right to correct any errors in pricing, product descriptions or availability prior to acceptance of an order.

19. Clerical Errors

Clerical errors in computation, typing or otherwise of price list, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of the Seller shall be subject to correction.

20. Modifications

All modifications and amendments to these Terms & Conditions shall be in writing and if otherwise shall not be binding upon the Seller. If any of the provisions of the Contract are unlawful or invalid by reason of any applicable statute or Rule of Law, then such a provision shall be severed from the rest of this contract which shall remain valid and binding on the parties.

21. Governing Laws

The law governing these Terms and Conditions shall be the Law of New South Wales.

