

BOSNAR ENGINEERING PTY LTD

TERMS OF USE

Status: November 2025

1. SCOPE

1.1 Any use of this website (hereinafter referred to as "Bosnar Website") provided by Bosnar Engineering Pty Ltd ACN 009 201 361 and/or its affiliates (hereinafter referred to as "Bosnar") is subject to these Terms of Use. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. By accessing or using the Bosnar Website, these Terms of Use are accepted in their then current version.

1.2 If the user uses this Bosnar Website as a business customer, i.e. that it is not acting for purposes which are outside its trade, business or profession, or as an administration customer, certain consumer protection provisions may not apply.

1.3 In the case of web offers aimed at companies or public enterprises, such companies or enterprises are represented by the user and must assume that the user has appropriate knowledge and acts accordingly.

2. SERVICES

2.1 This Bosnar Website contains specific information and software, as well as - as the case may be - related documentation, for viewing or downloading.

2.2 Bosnar may stop the operation of the Bosnar Website in full or in part at any time. Due to the nature of the internet and computer systems, Bosnar cannot accept any liability for the continuous availability of the Bosnar Website.

3. RIGHT OF USE TO INFORMATION, SOFTWARE & DOCUMENTATION

3.1 The use of any information, software and documentation made available on or via this Bosnar Website is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with Bosnar. Separately agreed to license terms, for example software downloads, shall prevail over these Terms of Use.

3.2 Bosnar grants the user a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to the user on or via the Bosnar Website to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by Bosnar in making same available.

3.3 Software shall be made available in object code. There shall be no right to the disclosure of the source code. This shall not apply to source code related to open-source software, which license conditions take priority over these Terms of Use in the case of transfer of open-source software and which conditions require the making available of the source code. In such case Bosnar shall make the source code available in return for the payment of costs.

3.4 Information, software and documentation may not be distributed by the user to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the user shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof. The user may generate one backup copy of the software where necessary to secure further use in accordance with these Terms of Use.

3.5 The Information, Software and Documentation are protected by copyright laws as well as international copyright agreements and other intellectual property laws and agreements. The user shall observe these rights, and in particular shall not remove any alphanumeric code, marks or copyright notices from the Information, Software, Documentation or copies thereof.

3.6 Applicable copyright legislation and international regulations shall remain unaffected.

4. INTELLECTUAL PROPERTY

4.1 Notwithstanding the special provisions in section 4 of these Terms of Use, information, brand names, images and other content from the Bosnar Website may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise exploited in any other way without the prior written consent of Bosnar.

4.2 Except for the rights of use or other rights expressly granted herein, the User shall neither be granted any further rights of any kind whatsoever, in particular to the company name and to industrial property rights such as patents, utility models or trademarks, nor shall Bosnar be under any corresponding obligation to grant such rights.

4.3 If the user submits ideas and suggestions on Bosnar Website, Bosnar may use these free of charge for the development, improvement and distribution of the products from its portfolio.

5. DUTIES OF THE USER

5.1 In accessing or using the Bosnar Website the User shall not:

- breach public morality in its manner of use.
- violate any intellectual property right or any other proprietary right.
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data.
- transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or

- distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

5.2 Bosnar may deny access to the Bosnar Website at any time, in particular if the User breaches any obligation arising from these Terms of Use.

6. HYPERLINKS

The Bosnar Website may contain hyperlinks to the web pages of third parties. Bosnar shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Bosnar does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the User.

7. LIABILITY FOR DEFECTS OF TITLE OR QUALITY

7.1 Insofar as any Information, Software or Documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving wilful misconduct or fraud.

7.2 The information on the Bosnar Website may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

8. OTHER LIABILITY, VIRUSES

8.1 The liability of Bosnar for defects in relation to quality and title shall be determined in accordance with the provisions of Section 8 of these Terms of Use. Any further liability of Bosnar is excluded unless required by law, e.g. under the Australian Consumer Law or in cases of wilful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations are limited to the contract-typical, foreseeable damage if there is no wilful misconduct or gross negligence.

8.2 Although Bosnar makes every endeavour to keep the Bosnar Website free from viruses, Bosnar cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

8.3 Sections 8.1 and 8.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

9. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

9.1 If the User transfers information, software and documentation provided by Bosnar to a third party, the User shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer the User shall comply with the (re-) export control regulations of the Commonwealth of Australia and any other applicable jurisdictions.

9.2 Prior to any such transfer to a third party the User shall in particular check and guarantee by appropriate measures that:

- There will be no infringement of an embargo imposed by the Australian Government, the United Nations and/or other relevant authorities by such transfer or by provision of other economic resources in connection with any information, software and documentation provided by Bosnar, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- Such information, software and documentation provided by Bosnar are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided.
- The regulations of all applicable Sanctioned Party Lists concerning the trading with entities, persons and organizations listed therein are considered.

9.3 If required to enable authorities or Bosnar to conduct export control checks, the User, upon request by Bosnar, shall promptly provide Bosnar with all information pertaining to the particular end-user, the particular destination and the particular intended use of Information, Software and Documentation provided by Bosnar, as well as any export control restrictions existing.

9.4 The User shall indemnify and hold harmless Bosnar from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the User, and the User shall compensate Bosnar for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the User. This provision does not imply a change in burden of proof.

9.5 Bosnar's obligation to fulfill an agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

10. DATA PRIVACY

Bosnar complies with applicable data protection laws when collecting, using and processing personal data of the User of the Bosnar Website as well as with the Bosnar Privacy Policy, which can be accessed via hyperlinks on the Bosnar website and/or via the link www.bosnar.com.au/privacy-policy.

11. SUPPLEMENTARY AGREEMENTS, PLACE OF JURISDICTION, APPLICABLE LAW

11.1 Any supplementary agreement requires written form.

11.2 These Terms of Use and any disputes arising out of or in connection with them shall be governed by the laws of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

11.3 The individual pages of the Bosnar Website are operated and administered by Bosnar Engineering Pty Ltd and/or its affiliates. The pages comply with the law applicable in Australia where the responsible company has its business residence. Bosnar makes no representation that information, software and/or documentation on the Bosnar Website are appropriate or available for viewing or downloading at locations outside Australia. If Users access the Bosnar Website from outside Australia, they are exclusively responsible for compliance with all applicable local laws. Access to Bosnar Website's Information, Software and Documentation from countries where such content is unlawful is prohibited. In this case and where User seeks to do business with Bosnar, the User should contact Bosnar directly for country specific business matters.

11.4 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is excluded.

12. CHANGES TO THESE TERMS OF USE

Bosnar reserves the right to modify these Terms of Use at any time. The updated Terms of Use will be posted on the Bosnar Website with a new "Status" date. Continued use of the Bosnar Website after such changes constitutes acceptance of the modified Terms of Use.

13. CONTACT US

If you have any questions about these Terms of Use, please contact:

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Email: sales@bosnar.com.au

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