CONDITIONS OF SALE:

The law implies terms, conditions and warranties (the "prescribed terms") into Contracts for the manufacture of or supply of goods and services and prohibits the exclusion, restriction or modification of certain terms, conditions and warranties. Some prescribed terms permit a supplier and or manufacturer to limit its liability for breach of the prescribed terms. Except as provided by the prescribed term:

- 1 Four Season Company Pty Ltd **ACN** 075 058 664 (Four Season) liability in respect of a breach of a prescribed term relating to the products or any part of the products in limited at the option of Four Season to replacement of the products or payment of the cost of replacing product.
- 2 A Four Season customer does not have under any circumstance any course of action against or right to claim or recover from Four Season for or with respect of any loss or damage of any kind whatsoever caused directly or indirectly by:
 - A) Any defect in material or workmanship of or any other defect whatsoever in or suitability for any purpose of the product or any part of the product or
 - B) default or negligence on the part of Four Season or any employee, contractor, agent or servant of Four Season or any person to whom Four Season has legal responsibility relating to the supply or manufacture of or otherwise concerning products or any part of the product.