

Terms and Conditions

1.0 DEFINITION

"The Company" means Fusion Fire Pty Ltd. or subsidiaries thereof. "The Goods" means those goods specified on the Order Form, "the Services" means those services specified on the Order Form, "the Order Form" means the Company's order form containing details of the Goods to be purchased by the Purchaser; "the Purchaser" means the person who buys or has agreed to buy the Goods, "the Price" means the price of the Goods and any other charges specified, "the Contract" means the contract between the Company and the Purchaser for the sale and purchase of the Goods or Services which is subject to these Terms and Conditions.

These terms and conditions, together with the order form and purchase order guidance, form the entire contract between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties and may not be changed or terminated except in writing in accordance with the provisions of this Contract. Nothing in this clause shall operate to limit or exclude any liability for fraud.

2.0 GENERAL

- a. No contract is made with the Company until there has been an acceptance by the Company of an order placed by the Purchaser in accordance with this condition 2.0.a and each order shall form a separate contract. The Purchaser's order is not accepted until confirmed in writing by the Company or (if earlier) the Company supplies the Goods or Services to the Purchaser.
- b. These terms and conditions shall apply to the Contract and no terms and conditions stipulated by the Purchaser nor any other variation shall have effect unless agreed in writing by the Company.

3.0 PRICE

- a. Unless otherwise stated, the Price quoted by the Company does not include the cost of delivery or any applicable GST.
- b. Quotations issued by the Company are not offers and are subject to withdrawal at any time by the Company.

4.0 PAYMENT

- a. Payments shall be made at the time specified on the Company's invoice or as otherwise agreed by the parties. Payment shall be made by the Purchaser without deduction or set-off.
- b. Should payments not be made in accordance with 4.0a: (a) the total sum owed by the Purchaser to the Company under any contract will become due for payment; and (b) the Purchaser will be liable for statutory interest and debt recovery costs incurred in addition to the outstanding account in accordance with laws of the state where they were delivered.

5.0 DELIVERY

- a. Delivery of the Goods shall be made ex works by the Company making the Goods available for collection by the Purchaser.
- b. The Company shall upon the Purchaser's request and at the expense and risk of the Purchaser arrange carriage of the Goods to an agreed location.
- c. Any times quoted for delivery are estimates only and the Company shall not be liable for failure to deliver within the time quoted. Time of delivery shall not be of the essence.
- d. If the Purchaser does not receive the Goods within six days from the date of the relevant invoice, it shall immediately inform the Company.
- e. Unless otherwise agreed in writing, the Company shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery as a separate contract.
- f. If the Purchaser fails to take delivery of the Goods or to give the Company adequate delivery instructions so that the Company is unable to deliver the Goods the Company may charge the Purchaser storage costs.

6.0 RISK AND PROPERTY

- a. The Goods shall remain the property of the Company until their full price has been received by the Company and all other sums which are or become due from the Purchaser on any account with the Company have been received by the Company.
- b. The Goods are at the risk of the buyer from the time of delivery.
- c. Until ownership of the Goods passes to the Purchaser the Purchaser must:
 - store them at its own cost on its premises separately from any other goods and in a manner which makes them readily identifiable as the Goods of the Company;
 - not destroy, deface or obscure any identifying mark or packaging of the Goods;
 - maintain the Goods in a satisfactory condition insured on the Company's behalf for their full price against all risks; and
 - hold the proceeds of insurance referred to in condition 6.0.c(iii) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn account.
- d. The Company may, so as to discharge any overdue payment under the Contract recover or resell the Goods.
- e. In order to exercise its rights under condition 6.0.d, the Company shall be entitled by its employees or agents without notice to enter the Purchaser's premises or such other premises where the Goods are stored.
- f. If the Goods shall be sold by the Purchaser before payment for them has been made, any such sale shall be a sale of the Company's property on the Purchaser's own behalf and the Purchaser deals as principal when making such a sale.

7.0 WARRANTY AND DEFECTS

- a. The Company warrants to the Purchaser that the Goods correspond with their specification in all material respects at the time of delivery.
- b. The Company shall not be liable under the warranty set out in condition 7.0.a (or any other warranty, condition or guarantee) if:-
 - the total Price for the Goods has not been paid by the due date for payment; or
 - any defect arises from fair wear and tear, willful damage, negligence, improper storage, failure to follow the Company's instructions (whether oral or written), misuse or alteration or repair of the Goods without the Company's prior approval; or
 - the Goods have been improperly installed or connected (unless the Company carried out the installation and connection).
- c. This warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company and which the Company is entitled to and able to assign to the Purchaser. The warranty does not extend to expendable materials.
- d. Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification must (whether or not delivery is refused by the Purchaser) be notified to the Company within seven days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure.

- e. As soon as possible after discovery of any defect, the Purchaser shall return the defective Goods to the Company at the Purchaser's cost for examination. If, upon completion of such examination, the Company's conclusion is that the Goods are not defective, the Purchaser shall pay the Company's reasonable costs of undertaking the examination.
- f. In no event shall the Purchaser be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Purchaser to reject them.
- g. If the Purchaser does not notify claims in accordance with condition 7d and 7e then:-
 - the Purchaser shall not be entitled to reject the Goods ; and
 - the Company shall have no liability for such defect or failure; and
 - the Purchaser shall be bound to pay the full Price for the Goods
- h. In the event the Purchaser has a valid claim which has been notified to the Company pursuant to condition 7d, the Company shall be entitled to repair or replace the Goods (or the part or element in question) free of charge or, at the Company's option, refund to the Purchaser the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Purchaser.
- i. All products supplied and paid for under our standard conditions of sale are covered by a 3-year warranty.
- j. Customers must return the goods for warranty evaluation along with a completed warranty request form within four weeks. Otherwise, the warranty claim will not be valid.

8.0 SOFTWARE

- a. Where the Company supplies software to the Purchaser, the following additional conditions shall apply:
 - The Company licenses the Purchaser on a non-exclusive basis to use the software for its own business purposes at its own premises or, where the Purchaser is purchasing the software for installation at another end user's premises, to grant a single sublicense of that software to the end user on the terms set out in this condition 8.0.
 - The Purchaser shall not own the copyright or other intellectual property rights in the software or in any proprietary information it may contain. The Purchaser's rights to use the software are as specified in these terms and the Company retains all rights not expressly granted in them.
 - The software may not be sub-licensed, copied, sold, distributed, reproduced, incorporated into other software or otherwise used without our prior written consent, except that it may be backed up for normal security purposes. The Purchaser may not rent, lend or lease the software.
 - The Purchaser may not adapt, modify, decompile or disassemble the software.
 - The Company gives no representations or warranties or other terms relating to the software or its performance and all conditions and warranties implied by law are excluded to the fullest extent permitted by law. Without limiting the above the Company does not warrant that software operations will be error free or uninterrupted.
 - Although all reasonable care has been taken to ensure that the software is error or virus free, no warranty can be given to that effect and the Purchaser should, before using the software, take all precautions which it considers appropriate.

9.0 PROVISION OF SERVICES

- a. The Company warrants that:-
 - any on-site services will be provided with reasonable care and skill by appropriately trained personnel; and
 - it shall perform the services in accordance with all applicable laws and regulations relating to the performance of the services.
- b. The Purchaser shall afford to the Company's authorised personnel (at such time as the parties shall agree in advance) such access to the Purchaser's premises in accordance with the Purchaser's security policies from time to time in force (but not necessarily sole access) as may be necessary for the performance of the services by the Company.
- c. The Company shall take reasonable care to ensure that in the execution of its obligations under this Contract neither it nor any sub-contractor nor any personnel of any of them unnecessarily interferes with the operations of the Purchaser or its employees, agents and sub-contractors.

10.0 LIMITATION OF LIABILITY

- a. The following sets out the Company's entire financial liability (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Purchaser in respect of any breach of these Conditions and any representation, statement, act or omission (including negligence) arising under or in connection with the Contract and in respect of any contemplated performance or lack of performance.
- b. Subject to condition 7.0.a, all warranties, conditions or other terms implied by statute, common law or trade usage are excluded to the fullest extent permitted by law but this exclusion does not apply to any implied condition that the Company has the right to sell the Goods or when ownership is to pass or where the Goods are sold to a person dealing as a consumer, any implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
- c. Nothing in these Conditions excludes or limits the Company's liability for death or personal injury caused by negligence or for fraudulent misrepresentation.
- d. Subject to conditions 10b and 10c:-
 - the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
 - the Company shall not be liable to the Purchaser for:-
 - (a) any loss of profit, loss of production, depletion of goodwill; and
 - (b) any indirect loss, damage, costs or expenses whatsoeverin each case which arise out of or in connection with the Contract.

11.0 FORCE MAJEURE

The Company shall not be liable for any loss, damage or claims of any kind for non-performance in whole or part of its obligations under the Contract due to causes beyond control of either the Company, or of the Company's suppliers including, but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection or other act of civil disobedience, acts of the Purchaser or a third party, failure or delay in transportation, acts of any government or any agency or subdivision thereof, government regulations, judicial actions, labor disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Company or the Company's suppliers or shortage of labor, fuel, raw materials or machinery or technical failure.

In any such event, the Company may, without liability, cancel or vary the terms of the Contract including, but not limited to, extending the time for performing the Contract for a period of at least equal to the time lost by reason of such an event.

12.0 TERMINATION AND CANCELLATION

- a. If the Purchaser breaches any of its obligations under this Contract or the Company, at its absolute discretion, considers that the Purchaser is not able to meet its liabilities under the Contract, the Company may, without prejudice to any other rights it may have, cancel any outstanding order or suspend any deliveries of any of the Goods unless the Purchaser makes such payment for any of the Goods or Services ordered as the Company may require.
- b. If any order is so cancelled or suspended by the Company, the Purchaser shall indemnify the Company on demand, against all losses (including loss of profit), costs (including the costs of labor, materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation or suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).
- c. The Company will only accept cancellation of orders on the basis that the Purchaser is prepared to pay cancellation costs to be determined by the Company. These costs normally depend upon the length of time between the cancellation date and the due delivery date.

13.0 INDEMNITY

The Purchaser shall comply with all instructions of the Company and all legislation in relation to the use, processing, storage and sale of the Goods and shall indemnify the Company against any cost, claim, demand, expenses or liability which the Company may incur, arising out of, or in connection with such use, processing, storage or sale.

14.0 NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the order form or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

15.0 ASSIGNMENT AND SUBCONTRACTING

- a. The Purchaser shall not assign or transfer or purport to assign or transfer the Contract or the benefit thereof to any other person.
- b. The Company may assign or subcontract the Contract or any part of it and may dispose of or deal in any manner with any of its rights or beneficial interests under it.

16.0 GOODS RETURNED

The Company will not accept any Goods returned unless agreed in advance with the Company. The Company will not accept debit notes and with the exception of any Goods deemed to be defective and covered under warranty, reserves the right to return the Goods to the Purchaser or make a 25% re-stocking charge after the Goods have been accepted.

17.0 PROPER LAW AND JURISDICTION

The Contract shall be governed by and constructed in accordance with Australian law and the Courts of Australia shall have jurisdiction to hear all disputes arising in connection with this Contract.

18.0 MISCELLANEOUS

- a. The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.
- b. If any provision of these conditions is found to be invalid or unenforceable, the remainder shall not be affected.
- c. Any waiver by the Company of any breach by the Purchaser is not a waiver of any subsequent breach.
- d. These Conditions and the Contract between the parties do not create, confer or purport to confer any benefit right enforceable by any person not a party to it.

19.0 TECHNICAL SUPPORT AND TRAINING

19.1 SCOPE

These Terms and Conditions apply to all technical support and training services provided by Fusion Fire Pty Ltd ("Fusion Fire", "we", "us", "our") in connection with Fusion Fire products supplied to the customer ("Customer", "you").

The customer remains solely responsible for the installation, configuration, design, commissioning, compliance, and ongoing operational integrity of any system in which Fusion Fire products are installed, including compliance with all applicable laws, standards, and regulatory requirements. Nothing in these Terms and Conditions transfers such responsibility to Fusion Fire Pty Ltd.

19.2 TRAINING ENTITLEMENT

Complimentary Training for New Customers

Subject to these Terms and Conditions, new customers of Fusion Fire Pty Ltd are entitled to the following complimentary services, provided at no charge:

- one (1) complimentary training session, subject to availability, scheduling requirements, and the scope limitations set out in these Terms and Conditions; and
- up to four (4) hours of complimentary technical support by telephone per calendar year.

Fusion Fire Pty Ltd reserves the right to determine, acting reasonably, whether a customer qualifies as a new customer for the purposes of this entitlement. Complimentary training and support are subject to fair use, are non-transferable, and may not be accumulated or carried forward into subsequent calendar years.

19.3 TRAINING SESSION DETAILS

The complimentary training session:

The complimentary training session provided by Fusion Fire Pty Ltd is limited to one (1) session per calendar year, unless otherwise agreed in writing. The training session may be delivered remotely (online), in person at a Fusion Fire Pty Ltd branch, or in another agreed format, subject to availability.

The complimentary training session is limited in scope to basic product operation, initial setup, and recommended best practices. Any additional training sessions, extended training, or training outside the scope of the complimentary session will be chargeable in accordance with Fusion Fire Pty Ltd's applicable rates and these Terms and Conditions.

19.4 ADDITIONAL TRAINING COSTS

Unless expressly included in the customer's quotation, purchase order, or written agreement, any additional training services requested or provided by Fusion Fire Pty Ltd will be chargeable at Fusion Fire Pty Ltd's applicable rates.

Where training is delivered on-site, the customer is responsible for all associated travel, accommodation, and related expenses, which will be charged in accordance with these Terms and Conditions unless otherwise agreed in writing.

19.5 TECHNICAL SUPPORT

Annual Complimentary Support

Fusion Fire Pty Ltd provides each customer with up to four (4) hours of complimentary technical support by telephone per calendar year, at no charge. In addition, Fusion Fire Pty Ltd may provide one (1) complimentary in-house or online training session per calendar year, subject to availability and scheduling requirements.

Complimentary support and training are non-transferable, non-accumulative, and may not be carried forward into subsequent calendar years. Any additional support or training requested beyond these inclusions will be chargeable in accordance with Fusion Fire Pty Ltd's then-current rates and applicable terms.

19.6 EXCEEDING INCLUDED SUPPORT

Fusion Fire Pty Ltd includes up to four (4) hours of complimentary technical support by telephone per annum, unless otherwise agreed in writing. Once the included support allowance has been exhausted, any additional technical support services provided will be charged at Fusion Fire Pty Ltd's then-current standard hourly rates.

Fusion Fire Pty Ltd reserves the right to invoice for such additional support and to require payment in accordance with its applicable payment terms.

19.7 SUPPORT CHANNELS

Technical support is available via:

- Email: info@fusionfire.com.au
- Telephone: 1300 875 360

In order to facilitate the provision of support, the customer may be required to provide relevant reference information, including but not limited to sales order numbers, purchase order numbers, site location details, and other information reasonably requested by Fusion Fire Pty Ltd. Failure to provide such information may result in delays or the inability to provide technical support.

19.8 NATURE OF SUPPORT

Technical support services provided by Fusion Fire Pty Ltd are limited to general assistance, including installation guidance, basic configuration support, troubleshooting, and clarification of product documentation. Such support is advisory in nature and does not constitute professional engineering, design, certification, or compliance services unless expressly agreed in writing.

The customer acknowledges that technical support is provided based on information supplied by the customer and site conditions beyond the control of Fusion Fire Pty Ltd. To the extent permitted by law, Fusion Fire Pty Ltd makes no warranties or representations that the technical support will resolve all issues or be suitable for the customer's specific application.

19.9 ON-SITE SERVICES

On-Site Attendance Charges

On-site services provided by Fusion Fire Pty Ltd are charged at a rate of AUD \$250 per hour + GST, subject to a minimum charge of four (4) hours per on-site visit, unless otherwise agreed in writing. Time is calculated from the scheduled commencement of the site attendance and includes all time spent in connection with the provision of the on-site services.

19.10 TRAVEL COSTS

Fees for on-site services exclude travel, accommodation, and any other associated out-of-pocket expenses incurred by Fusion Fire Pty Ltd in connection with the provision of the services. Such costs will be invoiced separately within seven (7) business days following the completion of the on-site visit. Payment of the invoiced travel and related costs is required in full within seven (7) business days from the date of invoice, unless otherwise agreed in writing.

19.11 PURCHASE ORDER REQUIREMENT

A valid Purchase Order (PO) must be submitted and approved prior to any on-site services being scheduled and Fusion staff attending onsite.

19.12 PAYMENT TERMS

Unless otherwise agreed in writing, payment in full is required prior to any on-site attendance by Fusion Fire Pty Ltd personnel. Fusion Fire Pty Ltd reserves the right to postpone, suspend, or cancel the provision of services where payment has not been received by the due date.

Where services are postponed or cancelled due to non-payment, an administration fee of AUD \$250 AUD + GST will apply. This clause operates to the extent permitted by law and does not exclude or limit any rights or remedies available under the Australian Consumer Law.

19.13 APPROVAL

All on-site attendance, scope of work, and associated fees or charges must be approved in writing by the customer prior to scheduling or commencement of services. Fusion Fire Pty Ltd is under no obligation to attend site or perform any services without such written approval.

In addition, the customer must execute the Fusion Fire Pty Ltd On-Site Support Policy prior to the commencement of any work and before any Fusion Fire Pty Ltd employee, contractor, or representative attends the site. Failure to provide such approval or executed documentation may result in services being delayed, refused, or rescheduled at the customer's cost.

19.14 SCHEDULING AND ACCESS

All services are subject to availability and must be scheduled in advance. The customer is responsible for ensuring that Fusion Fire Pty Ltd is provided with safe, timely, and unrestricted access to all relevant premises, systems, equipment, documentation, and personnel necessary to perform the services. The customer must ensure that all applicable workplace health and safety obligations, site safety requirements, and regulatory standards are met and maintained at all times.

If, in the reasonable opinion of a Fusion Fire Pty Ltd representative, site conditions are unsafe or non-compliant, Fusion Fire Pty Ltd will notify the customer's authorised representative. Where adequate safety measures are not implemented within a reasonable timeframe, Fusion Fire Pty Ltd reserves the right to suspend or terminate the site visit and depart the premises. Any such visit shall remain chargeable in full.

19.15 LIMITATIONS OF LIABILITY

Fusion Fire does not guarantee uninterrupted or error-free operation of products and is not liable for indirect or consequential loss to the extent permitted by law;

- Fusion's role during on-site support is consultative only. Fusion does not assume responsibility for system design verification, programming validation, or operational decision-making.
- is the customer's responsibility to understand the system design, confirm the programming scope, approve any chargeable work, and test or verify all outcomes.
- Fusion accepts no liability for any incident or damage resulting from customer miscommunication, system mis-operation, or failure to verify system conditions or unintended equipment operation.

19.16 DESIGN GUIDANCE, MODELLING, PRICING AND QUOTE CONDITIONS

Wireless Surveys and System Performance

Any wireless survey or related assessment provided by Fusion Fire Pty Ltd is indicative only and is not fully predictive of final system performance. Environmental factors, site conditions, and installation variables may affect actual coverage and functionality. Fusion Fire Pty Ltd does not warrant that the desired coverage or performance outcomes will be achieved.

Where additional equipment, components, or configuration changes are required during installation, commissioning, or after deployment to achieve full system functionality, such items and associated services will be charged separately and are payable by the customer.

19.17 ACOUSTIC GUIDANCE AND DESIGN RESPONSIBILITY

Fusion Fire Pty Ltd is not an acoustic engineering consultancy. Any recommendations provided are general in nature and relate only to the use of Fusion products. Where modelling tools such as EASE or other software are utilised, outputs are indicative only and do not constitute a certified design or engineering service.

Fusion Fire Pty Ltd does not guarantee the accuracy, completeness, or suitability of modelling outputs and accepts no responsibility for reliance placed on such results, to the extent permitted by law.

To assist in providing general guidance, the customer may be requested to provide supporting documentation, including but not limited to:

1. Architectural drawings of all relevant areas (3D drawings preferred);
2. Accurate background noise level measurements;
3. Surface material schedules;
4. Any available acoustic reports; and
5. Reverberation time data where available.

Where a certified acoustic design or engineering certification is required, the customer must engage a suitably qualified acoustic engineer. Fusion Fire Pty Ltd may facilitate engagement of such services upon request, which will constitute a separately chargeable service.

19.18 SCOPE OF SUPPLY AND CUSTOMER RESPONSIBILITY

All quotations issued by Fusion Fire Pty Ltd include only the goods and services expressly listed. The customer is solely responsible for ensuring that the proposed solution satisfies its operational, performance, and compliance requirements.

To the maximum extent permitted by law, Fusion Fire Pty Ltd accepts no liability for outcomes resulting from incorrect application, specification, or design assumptions made by the customer or third parties, including but not limited to insufficient wireless range, inadequate loop capacity, or system design limitations.

19.19 PRICING, VALIDITY OF QUOTES AND ADJUSTMENTS

Quotations issued by Fusion Fire Pty Ltd are valid only until the stated expiration date. Fusion Fire Pty Ltd reserves the right to amend pricing, rates, and charges at any time prior to order acceptance.

Fusion Fire Pty Ltd is under no obligation to notify customers of pricing changes. It is the customer's responsibility to ensure that pricing remains current and aligned with its project assumptions prior to submitting an order.

Once an order has been accepted, pricing adjustments or reductions will not apply retrospectively unless expressly agreed in writing by Fusion Fire Pty Ltd.

19.20 CHANGES TO SERVICE

Fusion Fire Pty Ltd reserves the right to amend, vary, or replace these Terms and Conditions from time to time, to the extent permitted by law. Any amendments will take effect from the date they are published or otherwise notified. These Terms and Conditions apply in conjunction with, and do not exclude, restrict, or modify any rights or remedies available under the Australian Consumer Law or other applicable legislation. To the extent permitted by law, these Terms and Conditions supersede all prior terms and conditions relating to the services provided by Fusion Fire Pty Ltd.

19.21 REPLACEMENT PARTS AND CREDIT ELIGIBILITY

Where Fusion Fire Pty Ltd supplies replacement parts, any applicable credit will be issued only upon receipt of the original or defective part by Fusion Fire Pty Ltd. The returned part must be received within thirty (30) days from the date the replacement item is supplied.

Fusion Fire Pty Ltd reserves the right to refuse or withhold credit where the original part is not returned within the specified timeframe, is returned damaged beyond reasonable wear and tear, or does not match the replacement supplied. This clause operates to the extent permitted by law and does not exclude, restrict, or modify any rights available under the Australian Consumer Law.

19.22 GOVERNING LAW AND PREVAILING TERMS AND CONDITIONS

These Terms and Conditions constitute the entire agreement governing the supply of goods and services by Fusion Fire Pty Ltd and shall prevail over any other terms or conditions, including any terms contained in the customer’s purchase orders, correspondence, or other documentation, unless expressly agreed in writing and signed by an authorised representative of Fusion Fire Pty Ltd.

Any additional or inconsistent terms proposed by the customer are expressly rejected and shall have no effect unless accepted in writing by Fusion Fire Pty Ltd. This clause operates to the extent permitted by law and does not exclude, restrict, or modify any rights available under the Australian Consumer Law.