

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

1.1. Welcome to <https://www.ansell.com/au/en> (the 'Website'). As part of the Website, Ansell LTD. (ABN 89 004 085 330) ('Ansell', 'we', 'us' or 'our') provides an online shopping facility that enables you to browse and purchase various products that have been listed for sale through the Website (the 'Products').

1.2. Please read these terms and conditions (these 'Terms') carefully as they apply to your use of the Website, including any purchases you make through the Website. By accessing or using the Website, you agree to be bound by these Terms. We may also ask you to confirm your acceptance of these Terms on registration or prior to making a purchase through the Website. If you do not agree with these Terms, you must not access or use the Website.

1.3. We reserve the right to review and change any of these Terms by updating this page at our sole discretion. When we update these Terms, we will use reasonable endeavors to provide you with notice of such updates. Any changes to these Terms take effect from the date of their publication. We recommend you keep a copy of these Terms for your records.

1.4. This Website is intended for use in Australia only. Ansell makes no representation that materials and Products on the Website are appropriate or available for use in other locations, and accessing them from territories where they are illegal is prohibited.

2. Registration

2.1. You are not required to register to use the Website. However certain features on the Website may only be available if you register.

2.2. To register, you will be required to provide certain information, including your:

- (a) email address;
- (b) billing address;
- (c) telephone number; and
- (d) shipping address.

2.3. You must ensure that any information you provide us in the course of completing the registration process is accurate and correct. You are responsible for ensuring that such information remains up-to-date. Personal information provided to us will be managed by us as described in clause 9.

2.4. When you register, you need to create your own password. You must not share your user name or password with anyone else. You must keep any user name and password private, and not disclose them to any other person. If you have lost or forgotten your password, you can request that we send an email to your registered email address to reset your password. You agree to

immediately notify us of any unauthorised use of your username or password or any misuse of your account or other breach of security relating to the Website of which you have become aware.

2.5. You may cancel your registration, by notifying us at buynowsupport@ansell.com and providing your user name, or by any other means we make available to you through the Website from time to time.

2.6. We may suspend or cancel your registration, either temporarily or permanently, if you breach, or we believe (acting reasonably) you have breached, any of these Terms.

3. Your Material

3.1. You must not provide any material through the Website ('Your Material') that:

- (a) infringes the intellectual property or other rights of another person;
- (b) is defamatory, offensive, abusive, pornographic, profane or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- (c) relates to unlawful conduct;
- (d) creates a privacy or security risk to any person, including by soliciting personal information from any person;
- (e) solicits money from any person;
- (f) is false, misleading or deceptive;
- (g) contains financial, legal, medical or other professional advice;
- (h) would harm, abuse, harass, stalk, threaten or otherwise offend;
- (i) would reflect negatively on us, including our goodwill, name and reputation;
- (j) tampers with, hinders the operation of, or makes unauthorised modifications to the Website;
- (k) would breach any applicable laws; or
- (l) would otherwise result in civil or criminal liability for you, us or any third party.

3.2. By providing us with any of Your Material, you:

- (a) grant us a non-exclusive, worldwide, royalty-free, perpetual, licence (including a right of sublicense) to use, copy, modify and otherwise exploit Your Material in any form or on any medium and for any purpose; and
- (b) warrant that you have the right to grant such licence.

3.3. We may, without notice to you, review, modify or remove any of Your Material in our absolute discretion, including where we believe it violates these Terms.

4. General Restrictions

4.1. In using the Website, you must not:

- (a) provide us with inaccurate or incomplete information;
- (b) violate any applicable laws, use the Website for any purpose that is unlawful or not expressly permitted by these Terms;
- (c) impersonate any person;
- (d) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- (e) collect or store data about other users of the Website; or

(f) engage in any other conduct that inhibits any other person from using or enjoying the Website.

4.2. Without limiting clause 4.1, you must not:

- (a) use automated means to use the Website;
- (b) use the Products purchased through the Website for any purposes other than your personal, non-commercial purposes;
- (c) distribute or sell any Products purchased through the Website to any third party, without our prior written consent; or
- (d) use the Website to purchase Products if you are a person barred from receiving purchasing the Products under the laws of Australia or other countries, including the country in which you are resident or from which you use the Website.

5. Purchasing Process

5.1. When you place an order to purchase any Products from us, you are making an offer to purchase the particular Products for the purchase price listed on the Website for the Product (the 'Purchase Price'), in addition to any applicable delivery charges, and any additional surcharges and taxes, at the time you place the order. All amounts are stated in Australian dollars. All Purchase Prices include Australian GST (where applicable). Delivery charges will be additional to any Purchase Price and notified separately if not shown on the Website.

5.2. No contract for the purchase of Products will come into existence until your order has been reviewed and accepted by us and we have notified you of such acceptance.

5.3. An order may be declined where there are reasonable grounds for doing so, for example, where the Products are no longer available or if there is an error in the price or the description of the Products listed on the Website.

5.4. We will not accept any order for your delivery locations outside of Australia.

5.5. Payment for the Products is required by the payment methods specified on the Website or otherwise accepted by us from time to time. We reserve the right to require validation of your payment details, and may carry out security checks from time to time. A surcharge may apply for the use of certain credit cards, and where this is the case this will be notified before your transaction is processed.

5.6. Once Ansell has confirmed payment for the Products, you will be issued with an order acknowledgment message followed by order acceptance email to confirm that the payment has been received and to serve as your invoice. Ansell may record your purchase details including your name, email and billing address for future use, unless you elect otherwise.

5.7. Ansell may cancel your order after it has been accepted if you are suspected of acting fraudulently (such as using a credit card without proper authorisation) or in breach of these Terms.

5.8. While all reasonable endeavours are used to avoid pricing and other errors, inadvertent errors do occur from time to time, and your order may also be cancelled after it has been accepted in such circumstances.

5.9. Unforeseen supply problems or unexpected demand may occasionally result in Products being unavailable. If there is a delay in shipping your order, we will contact you as soon as possible to advise you of the reason

for the delay. If this occurs, you may cancel your order at any time prior to when the goods are shipped to you, by notifying us at buynowsupport@ansell.com.

5.10. You may also cancel an order if we are in material breach of these Terms.

5.11. If we or you have cancelled your order as provided by these Terms, we will promptly refund any payment already made by you.

6. Delivery

6.1. Products to be delivered in Australia will normally be shipped from our warehouse from the next day of receipt of your order, unless otherwise noted in the Product description on the Website. Any delivery times displayed on the Website or otherwise notified to you are estimates only, based on the information provided by Ansell's shipping provider.

6.2. The Products will be delivered or provided to the place of delivery you specify when making your order. Title to and risk in the Products will pass to you upon the delivery of the Products to that place of delivery. We will not be responsible for any loss or damage to any Products caused by you providing incorrect delivery details or for our compliance with your delivery instructions (for example leaving any Products outside or unattended).

6.3. It may not be practical for us to deliver to some locations. In this instance, we will inform you using the contact details you have provided us to arrange for delivery to an alternative delivery address, or cancellation of your order.

7. Product Returns and Refunds

7.1. You must inspect the Products immediately after delivery to you.

7.2. Subject to our obligations under the Australian Consumer Law, you may only return goods for a refund subject to our inspection and approval of the returned Product when we receive them where the following conditions are met:

- (a) you need to fill in the return slip and return form which are included in the original packaging together with the returned Product which must be received by us at the location we specify in the return form within 14 days of your receipt of the Product, specifying whether you wish to receive a refund via your payment account which you make the original purchase;
- (b) the original order number and date must be specified;
- (c) the Product has not been used or damaged by you;
- (d) for your first return, you need to follow the following steps:
 - (i) fill in the return slip which is included in the original packaging and we will pay any postage, shipping costs and other delivery fees;
 - (ii) Stick the return label on the product packaging and insert the return slip inside the return package;
 - (iii) Drop off the return package at a local drop off point;
 - (iv) An email will be sent to you after we receive the return package; and
 - (v) A refund will be made if the return product has met our return policy outlined in this terms and conditions.

For any subsequent return, you must pay any postage and shipping costs and other delivery fees. If such amounts are not pre-paid by you, we will deduct them from any refund we provide you.

7.3. Subject to our obligations under the Australian Consumer Law, any claim for a refund on the basis that the Product is defective, expired or not supplied in accordance with these Terms and/or the relevant order (a **Defective Product**) requires our approval and the following conditions to be met:

(a) you need to fill in the return slip and return form which are included in the original packaging together with the returned Product which must be received by us at the location we specify in the return form within 14 days of your receipt of the Product, specifying whether you want to receive refund via your payment account which you make the original purchase (b) the original order number, date and the details of defectiveness must be specified.

(c) we examine the Defective Product and your refund request, and are satisfied that the defectiveness is not caused by your inappropriate usage or storage of the Product.

(e) for your first return, you need to follow the following steps:

- (i) fill in the return slip which is included in the original packaging and we will pay any postage, shipping costs and other delivery fees.
- (ii) Stick the return label on the product packaging and insert the return slip inside the packaging;
- (iii) Drop off the return package at a local drop off point;
- (iv) An email will be sent to you after we receive the return package; and
- (v) A refund will be made if the return product has met our return policy outlined in this terms and conditions.

For any subsequent return, you must pay any postage and shipping costs and other delivery fees. If such amounts are not pre-paid by you, we will deduct them from any refund we provide you.

If you fail to make a refund claim that complies with these conditions, then to the extent permitted by law, you will be deemed to have accepted the Product and we will not be liable (and you waive any rights to seek remedies) in relation to any later claim for any damage to, discrepancy or other non-compliance of the Product.

7.4 Upon receiving the returned Product under clause 7.2 or the Defective Product under clause 7.3, we will notify you via email whether your refund request has been accepted or rejected. If your request is accepted, we will provide you with a refund as applicable. If we reject your request due to your failure to meet any of the conditions in clauses 7.2 or 7.3, we will not provide any exchange or return of the Product.

8. Content on the Website

8.1. The Website and the Products may be subject to copyright and other intellectual property rights. Unless otherwise indicated, all rights (including copyright) in the Website content (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes, and are reserved by, Ansell or its licensors.

8.2. Ansell and its licensors retain all rights, title and interest in and to the Website and Content. Nothing you do on or in relation to the Website or

Content will transfer to you any intellectual property rights or, except as set out in clause 8.3 below, license you to exercise any intellectual property rights, unless this is expressly stated.

8.3. Ansell grants you a limited, non-transferrable licence to access and use the Website and Content solely for your personal, non-commercial purposes, subject to the rest of these Terms. Any other use of the Website and Content, without the prior written permission of Ansell, is expressly prohibited. You may contact us at buynowsupport@ansell.com] if you wish to seek such consent.

8.4. Subject to applicable law, we may revoke the permission referred to clause 8.3 at any time, and may suspend or deny your access to or use of the Website without notice, if you breach, or we reasonably believe you have breached, any of these Terms.

8.5. While every effort has been made to show as accurately as possible the colours of any Content, we cannot guarantee that your computer monitor will display the colour of such Content accurately.

8.6. Some of the information on the Website may be provided by third parties, [including our logistic service and sales support service providers. While we believe that these third parties are reliable sources of this information, we cannot guarantee that this information is always accurate, up-to-date or complete.

8.7. The material provided and views expressed by other users of the Website are the materials of those users and are not ours.

9. Privacy

Ansell takes your privacy seriously. In accessing and using the Website, you provide Ansell personal information. You consent to Ansell collecting, storing, using and disclosing such personal information in accordance with our Privacy Policy, which is available at <https://www.ansell.com/au/en/legal/privacy-policy>.

10. General Disclaimer

10.1. Ansell will use reasonable endeavours to ensure that the Products materially comply with any descriptions provided by us on the Website. However, the Products are standard goods and are not tailored to meet your specific requirements. To the maximum extent permitted by law, you are responsible for ensuring that the Products are appropriate for your purposes, and that they meet your specific requirements, and we do not make any undertaking, representation, assertion, warranty or guarantee that the Products will do so.

10.2. Ansell does not make, and specifically excludes, any terms, guarantees, warranties, representations, statements, or conditions whatsoever relating to the Website and the Products, other than those expressly stated in these Terms. In particular:

(a) while we try to provide a convenient and functional Website, we do not guarantee that that your requirements will be met or that your use of the Website will be uninterrupted or error free, or that the Website is free of viruses or other harmful components;

(b) while we try to ensure that each Product is depicted in a manner that is visually accurate on the Website, the actual sizes, colors and packaging may differ from what is displayed on the Website; and
(c) we cannot be responsible for any loss, corruption or interception of data sent to or from our Website which occurs outside of our computer systems (such as those which occur while being sent over the internet). We recommend that you install and use up-to-date anti-virus, anti-spyware and firewall software on your computer.

10.3. Nothing in these Terms excludes, restricts or modifies any right or remedy or any guarantee, warranty, term or condition, implied or imposed by any legislation which cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.

11. Limitation of Liability

11.1. If any guarantee, term, condition or warranty is implied into these Terms under the Australian Consumer Law or any other applicable legislation (a **Non-Excludable Provision**) and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:

- (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

11.2. Subject to our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, we are not liable for any:

- (a) special, indirect, consequential loss or punitive damages; or
- (b) damages for loss of profits, revenue, anticipated savings, opportunity, goodwill, or loss or corruption of data, arising out of or in connection with these Terms (including as a result of not being able to use the Website or the late delivery of the Products), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

11.3. Subject to clauses 11.2 and 11.4 and our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, Ansell's maximum total liability for all claims arising out of or in connection with the these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, is limited to:

- (a) the most recent Purchase Price paid by you under these Terms; or
- (b) if you have not paid any Purchase Price, [\$10].

11.4. Our liability to you is reduced to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

11.5. You agree to indemnify and hold Ansell, its related bodies corporates, affiliates, employees, agents, and contractors harmless from any claim made by any third party arising out of:

- (a) Your Material; or
- (b) any breach of these Terms by you.

12. Dispute Resolution

12.1. Compulsory: If a dispute arises out of or relates to these Terms, either party may not commence any tribunal or court proceedings in relation to the dispute, unless the clauses 12.2 and 12.3 have been complied with (except where urgent interlocutory relief is sought).

12.2. Notice: A party to these Terms claiming a dispute ('Dispute') has arisen under or in connection with these Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

12.3. Resolution: On receipt of that notice ('Notice') by that other party, the parties to these Terms ('Parties') must:

(a) within 14 days of the Notice endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree; and

(b) if for any reason whatsoever, 30 days after the date of the Notice, the Dispute has not been resolved, the parties may submit the dispute to the courts of the State of Victoria, Australia.

12.4. Confidential: All communications concerning negotiations made by the parties arising out of and in connection with this clause 12 are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13. Variation of the Website

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website (including functionality, Content, Products and Purchase Prices).

14. Links and Advertisements

14.1. The Website may contain links to other third party websites, and also advertisements which include embedded links. We are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. The inclusion of any link or advertisement does not imply that we endorse the linked site or the subject matter of the advertisement.

14.2. You may not make any part of this Website available as part of another web site whether by hyperlink framing on the internet or otherwise. This Website and its content may not be used to construct a database of any kind nor may the same be stored (in whole or part) in databases for access by you or any third party or to distribute any database containing all or part of the Website or its content.

15. General

(a) These Terms are governed by the laws applicable in the State of Victoria, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia.

(b) Neither party will be liable for any failure or delay in performing any of its obligations under these Terms if such delay is caused by circumstances beyond that party's reasonable control.

(c) If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part is to be given effect to the greatest

extent possible, and the rest of these Terms will remain in full force and effect.

(d) These Terms constitute the entire agreement between us and you in relation to the Website, including your purchase of Products through the Website, and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website, including the purchase of Products through the Website.

(e) Your use of the Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.

(f) The provisions of these Terms which, by their nature, survive termination or expiry of these Terms will survive termination or expiry of these Terms.

(g) No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.

(h) The word "including", when used in these Terms, is not a term of limitation.

(i) Capitalised terms used are defined in these Terms.

Version: 1

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