

SHIMICOAT

Terms of Trade

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Shipping Policy

SHIMICOAT Pty Ltd (*"The Contractor"*)

Shipping Information

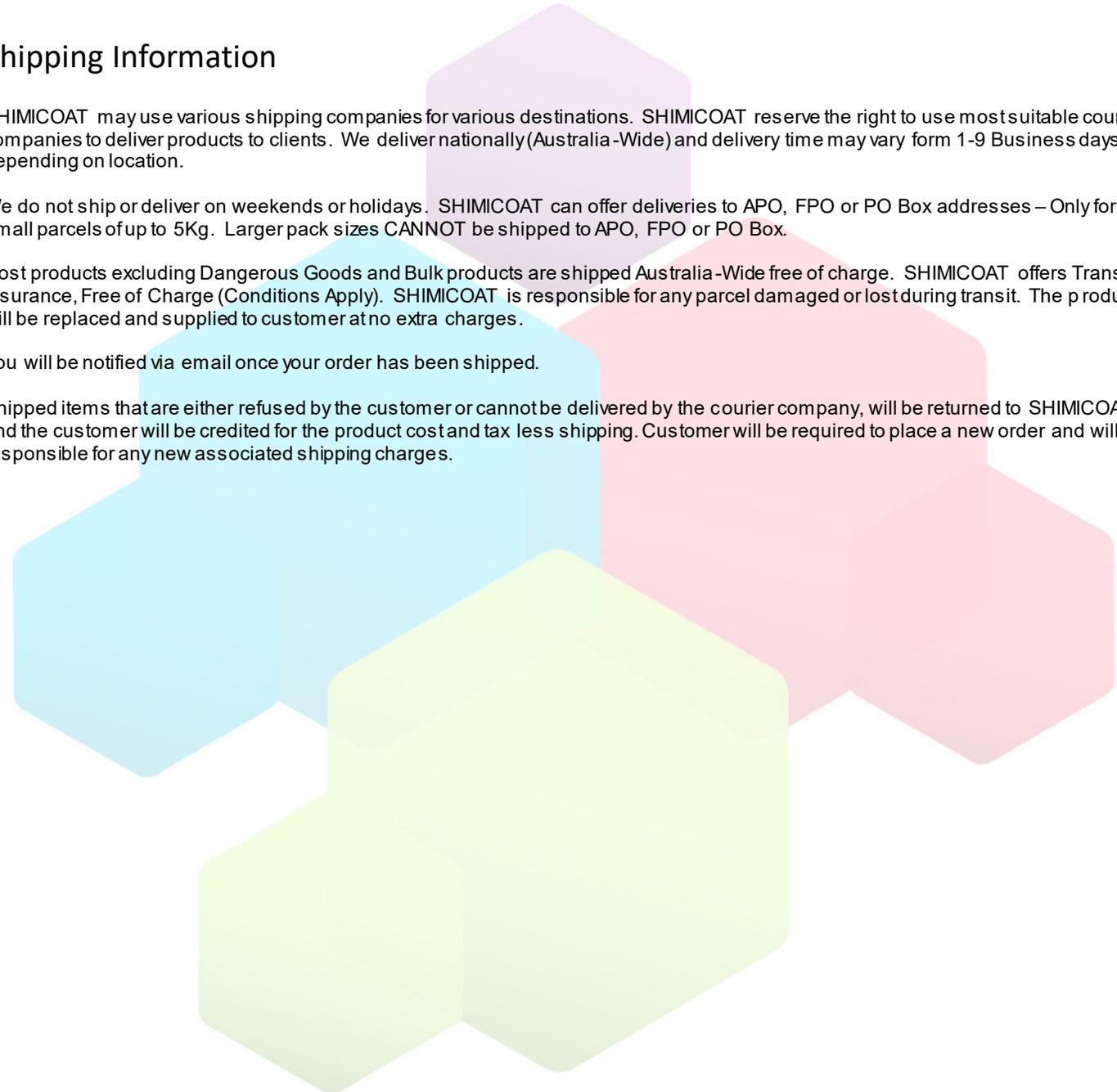
SHIMICOAT may use various shipping companies for various destinations. SHIMICOAT reserve the right to use most suitable courier companies to deliver products to clients. We deliver nationally (Australia-Wide) and delivery time may vary from 1-9 Business days depending on location.

We do not ship or deliver on weekends or holidays. SHIMICOAT can offer deliveries to APO, FPO or PO Box addresses – Only for small parcels of up to 5Kg. Larger pack sizes CANNOT be shipped to APO, FPO or PO Box.

Most products excluding Dangerous Goods and Bulk products are shipped Australia-Wide free of charge. SHIMICOAT offers Transit Insurance, Free of Charge (Conditions Apply). SHIMICOAT is responsible for any parcel damaged or lost during transit. The product will be replaced and supplied to customer at no extra charges.

You will be notified via email once your order has been shipped.

Shipped items that are either refused by the customer or cannot be delivered by the courier company, will be returned to SHIMICOAT and the customer will be credited for the product cost and tax less shipping. Customer will be required to place a new order and will be responsible for any new associated shipping charges.



Refund Policy

SHIMICOAT Pty Ltd (*"The Contractor"*)

Product Returns

If for any reason you are not satisfied with your purchase, SHIMICOAT will happily refund and accept returns for items purchased from our website www.shimi.com.au "online store" within 14 days of the delivery date.

All returned items must be in their original conditions, unopened with the original packaging intact. Used products will not be refunded. Items that have tags or labels removed or damaged will not be refunded. Return shipping cost is paid by purchaser.

For size exchanges, please state the requested size on the return form. If a requested size cannot be fulfilled, you will receive full refund instead.

We will refund or exchange an item as soon as it is received and processed in our warehouse. Refunds will be credited into the original credit card used for payment. We cannot make refunds to any third parties.

Please communicate with our office regarding the details of your purchase, reason for return and your desired replacement item or full refund.

Once a return item arrives at SHIMICOAT facilities, it may take up to 14 business days to receive inspect and process the return. You will be notified via email once your return has been completed.

Rejected returns will be sent back to the shipping address on your original order. We recommend registered post or courier to SHIMICOAT office.

Any pre-order can only be cancelled prior to being processed. For any order cancellation, please contact SHIMICOAT customer service as soon as possible after the order being placed. We endeavour to retrieve and cancel your order without any extra charges to customers, however, if the order is being processed and product being shipped, refund policy may apply in accordance to SHIMICOAT Terms of Trades.

Ordering Process

SHIMICOAT Pty Ltd (*"The Contractor"*)

Processing Orders

- Adding product to the cart
- Complete the checkout process
- Receiving order confirmation
- Payment through SHIMICOAT secure process
- Product dispatch and shipment
- Email confirmation of shipped order

If you have registered with SHIMICOAT as a customer, you will be able to access your order history by logging into your account. Once you have accessed your account, you can click on the "My Orders" link to check your order status.



SHIMICOAT Terms of Service

SHIMICOAT Pty Ltd (*"The Contractor"*)

OVERVIEW

This website is operated by SHIMICOAT Pty Ltd. The company offers this website, including all information, tools, and services available from this site to public. By visiting our website and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Terms of Services

1. Acceptance of THE QUOTATION supplied by the contractor to THE CLIENT (the persons, company or corporation named within the Quotation, or the agent thereof), either orally or in writing constitutes acceptance of THESE TERMS which are the terms of an agreement between the CLIENT and THE CONTRACTOR.
 - a. A purchase order accepts our quotation and the contract will be formed, despite anything in the purchase order to the contrary, on the terms set out in this quotation. A purchase order on different terms will not be construed to be, and is not, a counter-offer. Any terms in a purchase order inconsistent with the terms in this quotation are void and of no effect.
 - b. The Quotation is valid for a one-month period (or if the Home Building Contracts Act 1991 WA applies, 45 days).
 - c. If any part of these Terms become void or unenforceable, then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect.
2. The Contractor offers to the Client promptly and diligently, insofar as its other commitments allow, to proceed to complete and install THE WORKS (the description of work offered within the Quotation plus any variation required) in accordance with the following terms:
3. Prior to the commencement of the Works the Client is to ensure that:
 - a. All obstacles, equipment, shelving, furniture, non-structural cabinetry, and other items from the surface and surrounding area where the Works are to be performed, are removed;
 - b. the Contractor has:
 - i. Access to power, and access to water with a minimum water-flow of 15 litres per minute;
 - ii. Adequate ceiling suspended lighting to light areas of the surface to be worked on
 - iii. Uninterrupted personnel and equipment access to the site of the Works,
 - c. That the area will remain clear of persons, equipment, animals for the duration of the works and for seven days after completion while the coating is curing.

- d. Client is to schedule the Works to occur when the property is sealed from drafts and leaks, and that surfaces near to area of Works are free from loose debris, particles, or objects that may affect the floor finish. The Contractor is not liable of the entry of dust or water that migrates through these surfaces.
4. Should the Contractor's work procedures be inhibited as a result of failure to comply with these Terms, additional charges may apply.
5. Failure by the Client to comply with paragraph 3 hereof, above, voids any guarantee supplied by the Contractor, or any implied warranty that would normally have applied and which cannot by law be excluded.
6. If the manufacturer, supplier, or installer of the substrate being treated has guidelines regarding the treatment, over-coating, or cleaning of the substrate, this must be provided to the Contractor prior to commencement of the Works.
 - a. The Contractor is not responsible for issues arising which relate in any way to the failure of the Client to comply with these Terms.
 - b. The Client hereby accepts that modified concrete and concrete with additives may affect the adhesion of the coating. The Contractor shall not be held liable for problems arising from such circumstances.
 - c. Sealers applied to concrete, paving, tile or any other substrate are not guaranteed to prevent staining, discolouration, or degradation.
 - d. The Quotation is subject to site inspection prior to commencement.
7. The Contractor will conduct the Works in a diligent and cautious manner, drawing from past experience of the products, similar products and the type of substrate to achieve the best result possible with the resources at hand, and any limitations that may exist.
 - a. The client acknowledges that high pressure cleaning may result in a dirty swimming pool, windows, walls, doors or other parts of the property, and while the Contractor will hose them down after the high pressure cleaning is completed, some marks or dirt may remain which the Contractor is not liable to remove.
 - b. The Contractor may use high pressure cleaning or cleaning and sealing chemicals (some hazardous) to complete the Works.
 - c. It is to be assumed that the cleaning and sealing products used to complete the Works have a strong odor that will remain after the works are completed.
 - d. Surface preparation techniques not limited only to pressure cleaning, sand blasting, grinding, sanding, shot-blasting, commercial scrubbing may be used and the Client hereby understands that the Contractor's work will create dust in the air that will settle over time, and the movement of dirt and sand.
 - e. The Client understands that damage to walls/surfaces surrounding installation area can occur and a final coat of paint should be applied after completion of the works.
8. Except in instances where the Contractor is engaged for the specific purpose of remedying one of the conditions listed below, the Client Warrants to the Contractor that the concrete to be treated:
 - a. Meets minimum Australian Standards,
 - b. has a minimum of 25 mpa in compressive strength,
 - c. has a tensile strength of minimum 1.5mpa.
9. The Contractor may in its absolute discretion, vary the application or installation methods, processes, or quantities from manufacturer or supplier recommendations based on past experience and

knowledge of the products, the substrate, site and environmental conditions, and the desired finish as described within the Quotation. The Contractor may delay or postpone works if weather conditions are not suitable for application.

- a. The Contractor is not responsible for the changes in substrate levels or “fall” as a result of surface preparation and over-coating methods.
- b. Unless specifically stated within the Quotation, the Contractor makes no claim to correct substrate levels or “fall.”
- c. For concrete painting and concrete over-coating works, no guarantee is made that roll coats will seep into low points, pores, holes, craters, or any other defect within the concrete.

10. The Contractor is responsible for the quality of workmanship carried out and the quality of the materials supplied. The contractor is to complete the Works in accordance with the Quotation.

- a. It is recommended that the Client request the Contractor to perform a sample or test area prior to commencement, on the actual substrate where the product is to be applied.
- b. Any colour charts, samples or test areas supplied by the Contractor are strictly indicative, not an exact representation of the finish that will be obtained under real install conditions. The Contractor’s products are site installed and vary greatly.
- c. Workmanship can be determined to be defective if it greatly varies from the description contained within the Quotation due to error on behalf of the Contractor or its employees or sub-contractors, but liability for the repair or replacement of the product or service is limited to occasions where adverse or unexpected environmental conditions and/or unknown substrate contaminants, moisture, passage of gases or other substances have not contributed to the occurrence of the defect.
- d. Surface bubbles caused by off-gassing in the concrete slab, and/or roller lines, are not considered to be defects in workmanship.
- e. The Contractor’s flooring systems are mixed and installed onsite (not factory finished), any and all surface irregularities and/or contaminants are not considered defective workmanship or product.
- f. The Client hereby understands that excessive heat from ovens, heaters, and other high temperature sources may damage the installed flooring and the Contractor is not liable for such damage
- g. The Contractor may mask walls or other surfaces with tapes suitable for epoxy resins/sealers, but the Contractor is not responsible for any peeling of paint from walls or other surfaces when tape is removed.
- h. As concrete is porous, and may move or expand, no guarantee of any kind can be given against cracking of the product. Any repair performed to cracks in the substrate or flooring system is exempt from any guarantee supplied or any implied warranty that would normally have applied and which cannot by law be excluded.
- i. No warranty is made that future repairs or modifications to the floor, whether they be warranty repairs or cost repairs will blend seamlessly with the existing floor.
- j. Gouging or scratching of the floor is not deemed an error of the Contractor under any circumstance.
- k. Protective floor coverings placed onto the finished floor within 28 days of installation can damage or discolour the finished floor. The Contractor is not to be held liable for such damage.
- l. Unless expressly stated in the Quotation, the Contractor has not allowed to protect the floor during construction from other trades or events and is not responsible for any such damage

- m. The use of any equipment with steel wheels voids any warranty provided to the client.
 - n. No warranty is supplied against UV related discolouration of materials applied to the substrate, or the substrate itself
 - o. No responsibility is taken by the Contractor for any failure resulting from or partially contributed by substrate deficiency.
 - p. No warranty is provided or implied other than a warranty that may have been supplied in writing.
11. The Client understands that the Contractor may employ staff, sub- contractors, or other firms to conduct the Works without notice.
- a. The Client also understands that the Terms extend to such staff, sub- contractors and firms, and apply to all the Works undertaken or commissioned by the Contractor.
 - b. Save where a consumer guarantee, which applies to you under the Australian Consumer Law, has been breached, liability is limited to the repair and replacement of the product.
 - c. Should the Client desire that photos of the Works are not used for future promotion, the Client shall notify the Contractor in writing with this request, and the Contractor shall refrain from the use of such photos.
 - d. It is the responsibility of the Client to inspect and test the floor periodically to ensure it is safe for traffic and use, depending on the requirements of the user. Specifically, slip testing should be carried out by the Client as slip resistance levels can change over time. Visual inspections for any trip hazards or any other hazard should be completed
12. The payment terms of the Contractor are strictly Payment on Practical Completion. Snag lists, defect rectification, or sections of the Works unavailable to the Contractor at time of installation, are not to delay the date of Practical Completion.

EFFECT OF AGREEMENT

- 1. This offer can be accepted orally or in writing, and the issue of a purchase order by the customer shall operate as an acceptance even if the purchase order contains terms inconsistent with the terms set out in this offer.
- 2. Despite any rule of law to the contrary an inconsistent term in a purchase order shall not operate as a refusal of this offer and the issue of a counter-offer. To the extent of any inconsistency, the terms of this offer shall prevail as being first in time and the whole of any such inconsistent provision in any such purchase order is hereby severed and of no effect; and terms set out in this offer together with any non-inconsistent terms of any such purchase order shall be of full force and effect.
- 3. The agreement constituted by this offer and any non-inconsistent terms in any purchase order (if any) comprises the entire agreement between the parties and no prior representation or agreement, whether oral or in writing, in relation to any matter dealt with in this agreement shall have any effect from the date of this agreement.
- 4. Each party shall do or cause to be done or refrain from doing all such acts or things necessary to give effect to this agreement.
- 5. None of the terms or conditions of this agreement, or any act, matter or thing done under or by virtue of this agreement or any other agreement, instrument or document, or judgment or order of any court or judicial proceeding, shall operate as a merger of any of the rights and remedies of the parties to this agreement, and those rights and remedies shall at all times continue in force.

6. If any provision of this agreement is void or voidable or unenforceable in accordance with its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, such provision shall be read down accordingly.
7. If, notwithstanding subclause 12.6 a provision is still void, voidable, unenforceable or illegal, if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are hereby severed; and. in any other case, the whole provision is hereby severed; and the remainder of this agreement shall be of full force and effect.
8. Deposits and part-payments paid by the Client to the Contractor are non- refundable.
9. Not less than seven days after the commencement of the Works, and at intervals of not less than seven days thereafter, the Contractor may state interim accounts as between itself and the Client requiring payment in respect of the progress which has been made in the Works.
10. The Client hereby indemnifies the Contractor against all claims that may be brought by third parties against the Contractor in relation to any loss or damage to property or injury or death arising out of or in relation to the Works.
11. The Quotation is governed by the following limitations which may affect its accuracy, and the Client warrants to the Contractor that any factors that could affect the Contractor's efficient and effective carrying out of the Works has been disclosed in writing to the Contractor:
 - a. Moisture content in the concrete slab is less than 4%
 - b. There are no property or substrate damage or defects which might reasonably affect the Quotation.
 - c. There are no additives within the concrete matrix or on the surface of the concrete that could affect the performance of the coating system.
12. Should the Client accept the Quotation verbally or in writing; or sign a contract with the Contractor; or ask the Contractor to proceed with the Works, and at a later date in breach of this agreement, not instruct the Contractor to proceed with the works or otherwise reside from such acceptance, the Client must compensate the Contractor in damages so that the Contractor will not be out of pocket for administrative costs, cost of items purchased or specially prepared in preparation for the works, cost of providing the quotation and cost of making the initial sale. A fair estimate of the total of this sum is \$1,360 or 48 per cent of the amount of the quotation, whichever is the greater.
13. Additional works or variation works that present at such time considered to be outside of normal business hours do not require verbal or written authority from the Client in order for proceeding. Such variation works will attract additional charges.
14. Unless there is any law to the contrary, then in case of any difference or dispute between Client and Contractor as to anything in connection to the Works (except a claim of unpaid debts), then:
 - a. either party shall give to the notice in writing of such dispute and after 7 days, unless it shall otherwise have been settled, such dispute shall and is hereby submitted to the arbitration of the president for the time being of the WA law society or his nominee, in accordance with the Commercial Arbitration Act 1985 (WA).
 - b. At the time of serving the Notice of Dispute the party serving such notice shall provide evidence of the deposit with the Secretary of WA Law Society, of \$2000 by way of security for costs of the arbitration proceedings.
15. If the Client shall not pay to the Contractor, within 14 days of practical completion of the Works, any money it might owe the Contractor:

- a. The Client must pay to the Contractor liquidated damages in respect of the administrative effort of recovery of debt at the rate of \$85 per hour or part thereof spent on any task involved in recovering the debt;
 - b. The Client must pay to the Contractor a late fee of \$85 per month that any part of the account is unpaid, towards its costs of maintaining ledgers with respect to unpaid accounts, which include but are not limited to wages, software, computer hardware, electricity, external accounting fees, bank fees, provisioning and depreciation; and
 - c. The Contractor may register a caveat against the land on which any of the Works have been done as if the Worker's Lien Act 1893 (South Australia) was still valid and as if it applied in Western Australia;
 - d. Interest shall accrue on the amount due at the rate of \$1 per \$1000 or part outstanding (including interest accruing upon interest which accrues from time to time) per day, and this figure represents the cost of provisioning, of the contractor negotiating extended credit with its bankers, wages, overheads, external accounting fees and bank charges.
16. If the Client has been permitted to pay the total price for the goods and services supplied to it in accordance with the provisions of this agreement ("price") over a period of three calendar months or more, then the price shall be fixed when it makes the final payment ("the final payment date"), and not when the goods are delivered or services performed ("the performance date"). The price may vary if there is a rise or fall in any quarter in the Consumer Price Index (all groups) for Perth ("CPI") over the period between the performance date and the final payment date which exceeds the average quarterly rise or fall in the CPI over the preceding ten years by more than one quarter.
17. No variation and no rise or fall in the price of materials or in labour shall vitiate this contract.
18. The rates contained in the bill of quantities are based upon the prices of materials and labour needed to fabricate them at the final payment date and not the time of the performance date. If there is a rise or fall in any quarter in the CPI over the period between the performance date and the final payment date which exceeds the average quarterly rise or fall in the CPI over the preceding ten years by more than one-quarter, then the price or any part thereof remaining unpaid at the final payment date shall be varied by increasing or decreasing it (as the case may be) by the amount in the variation in the CPI over the period between the performance date and the final payment date.
19. The Contractor is bound by the Privacy Act 1988. In consideration of the Contractor not requiring a bank guarantee in respect of the Works, the Client covenants that the Contractor may collect personal information from the Client such as personal details, contact details, financial information, and transaction information.
20. The Contractor may use the Client's personal information to carry out its business, comply with its legal requirements, and in the event that the Contractor deems that the Client has committed any default in payment, to disclose personal information to a credit reporting agency or to members of the Contractor's trade association and the CLIENT HEREBY SPECIFICALLY AUTHORISES SUCH DISCLOSURE.

Privacy Policy

SHIMICOAT Pty Ltd (“The Contractor”)

SHIMICOAT Website Data Protection Policies

We have organized our websites so that you will not be required to identify yourself or reveal any personal information in order to view our websites. At times, we may ask you to provide information about yourself or your company in order to better serve you. If you choose to provide this personally identifiable information, we will use it in accordance with this privacy statement. We provide this privacy statement to answer some of the questions you may have about the types of information we may collect from our website and what we may do with that information. By entering this website, you are consenting to the terms of this privacy statement. This privacy statement applies to data collected on SHIMICOAT Pty Ltd (SHIMICOAT) website. Other individual websites of SHIMICOAT may have privacy statements tailored specifically for activity on those websites and the terms of those privacy statements may differ from this privacy statement, and if so, the terms of this privacy statement will not apply.

SHIMICOAT Pty Ltd (“WE”) operates the Website located at www.shimi.com.au (the “Website”). We respect our clients privacy and acknowledge you care how your information is used and shared. We created this Privacy Policy to inform you of our information collection, use and sharing practices for this Website. Your privacy is important to us.

SHIMICOAT Privacy Policy dictates how we collect, store, and use information about our customers and prospects, and it will be periodically assessed against new technologies, business practices, and our customers’ changing needs. We take your concerns about privacy seriously, and we intend to take every reasonable effort to protect it.

How do we collect information?

We might collect information about you anytime you interact with us such as: when you access or browse the Website, order products or services through the

Website, communicate with us either by e-mail and when you request information about our products and services.

Information collected

The information we collect is generally of two types – personally identifiable information and non-personally identifiable information.

Personally, identifiable information comprises any information that can help us identify or locate an individual, including, without limitation, an individual’s name, address, e-mail address, telephone number and credit card number.

Non-personally identifiable information comprises information that does not by itself identify an individual. This information generally includes anonymous information about an individual’s use of the Website that includes, among other things, information concerning date and time of visit, the pages of the Website visited, the path through the Website, IP address, the type of browser and operating system used.

What do we use the information for?

The information we collect from you may collected and used in one of the following ways: Personalize your experience, improving the website, improving client services, processing transactions, sending emails on products or service that are news and company news, you can unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information. We offer the use of a secure server. After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

Please visit the Terms of Service section of our Website establishing the use, disclaimers, and limitations of liability governing the use of the Website.

Your information and other parties

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating the website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses. In the unlikely event of a sale of some or all of our business, SHIMICOAT may disclose your personal information to a purchaser that agrees to abide by the terms and conditions of this privacy policy.

Privacy of Children Who Visit the Web Site

This website is not designed for, or directed to, children under the age of 18 and will not knowingly collect personally identifiable information from individuals in this age group. We encourage parents to take an active role in their children's online activities and to talk with their children about disclosing personally identifiable information to websites.

We recognize the importance of children's safety and privacy. The website is not designed to attract children and is not intended for use by any children under the age of 18. We do not request, or knowingly collect, any personally identifiable information from children under the age of 18. Children under the age of 18 may use the website only under the supervision of a parent or legal guardian who agrees to be bound by the Terms of Use.

Online Privacy Policy Only

This online privacy policy applies only to information collected through the Website and not to information collected offline.

Terms of Service

Integrity

Our aim is to keep our information about you as accurate as possible and encourage you to promptly update your information if it changes. You may, at any time, access your information to update, modify or delete any inaccuracies by accessing your account through the Website. You may also request us to remove your account information from our databases and we will try to remove as much information as possible. However, as we generally keep information related to past transactions for our records, we may not be able to completely remove your information.

Changes to our Privacy Policy

We may change our policy at any time by posting a new version of it on the Website. We encourage you to check the Website regularly for information about revisions to this Privacy Policy. In the event that we change our Privacy Policy, such changes will affect all of the information we collect after any such change. If you object to the change to our Privacy Policy, then you must contact us in writing regarding your objection.

Changes to this privacy statement

At all time, we reserve the right to update this privacy statement at any time without notice to you. The most current version of the privacy statement can be reviewed by clicking on the "Privacy" link located at the bottom of the web pages on this website.

What information do we collect and how do we use it?

We understand that you expect to learn about our company when you visit this website and we greatly appreciate your interest. Similarly, we hope to learn about your needs as a current or potential customer through your visits to this website, allowing us to better serve you as your trusted supplier and business partner.

Personal information

Some of the website pages, may allow you to ask questions and register to receive further information. On these pages, we will ask you for certain personal information such as name, mailing address, electronic mail address and telephone number (Please confirm), which is necessary for us to respond to you accordingly and productively. If you prefer not to provide us with personal information you can still access our websites however you may be unable to access to complete information available on our website.

Aggregate and statistical data

We may collect certain aggregate data called web log information (such as your web browser, operating system, pages visited, etc.) and use cookies when you visit many of our web pages. For instance, when you visit one of our websites, our web server will automatically recognize some non-personal information, including but not limited to the date and time you visited our site, the pages you visited, the referrer (the website you came from), the type of browser you are using (e.g., Netscape, Internet Explorer), the type of operating system you are using (e.g., Windows XP or Mac OS), and the domain name and address of your Internet Service Provider (e.g., AOL). SHIMICOAT reserve the right to collect such data without any notification.

SHIMICOAT cookies, SHIMICOAT web beacons and SHIMICOAT web log information never collects any personal information other than those at the time of log in. They do not contain personal information such as your name or e-mail address. In some cases, we may also collect information about you that you voluntarily submit, for example; name, mailing address, electronic mail address and telephone number.

Cookies and web beacons

When you view one of our websites or interactive advertisements, we may collect some non-personal information about you. The collection of this non-personal information is done either through the "cookie" technology or with "web beacons" (also called "single-pixel gif" or "web pings"). Neither our cookies nor web beacons nor web log information collects any personal information.

Cookies

When you view one of our websites or interactive advertisements, we may store some information on your computer. This information will be in the form of a small text file, also called a "cookie." Cookies help us in many ways to make your visit to our website more enjoyable and meaningful to you. For example, cookies avoid you having to log in every time you come back to one of our websites. They also allow us to tailor a website or advertisement to better match your interests and preferences. Most browsers can be configured not to accept cookies or to indicate when a cookie is being sent. We do not collect personal information automatically, but we may combine non-personal information collected automatically (e.g., through cookies) with your previously submitted personal information. Our cookies cannot read data off of your hard drive, cannot read cookie files created by other websites and cannot track any personal information about you. If you erase or reject a cookie, you may still use this website.

Web beacons

Web beacons are site instrumentations that help us to determine, for instance, whether a page has been viewed or not and, if so, how many times. When you ask us to send you information on a promotion or a newsletter, we may use web beacons to establish how many of the e-mails are actually opened. In general, any electronic image viewed as part of a web page, including an ad banner, can act as a web beacon.

What do we do with this information?

We will use the information that you provide us to better understand your needs and to provide you with better products and services. At the most basic level, we will use information you provide to communicate with you, to update you on our products and services and to personalize our websites for you. Web logs may be used if necessary, to help identify any person attempting to break into or damage our website. We may share web log information with law enforcement agencies if we believe that we have evidence of a violation of computer security or related laws.

Periodically, we may survey you about your use of products for other market research or to provide you with marketing information we think will be useful to you. Most certainly, it will be voluntarily and you have a

choice to willingly participate in these surveys and accept this marketing information or decline.

Will information be sold to third parties?

We WILL NOT, without your written permission, sell the information which you provide us to third parties. Occasionally, we may share personal information from you (such as name, mailing addresses and e-mail addresses) with our vendors, contractors or partners in connection with services that these individuals or entities perform for or with us. These vendors, contractors or partners are restricted from using this data in any way other than to provide services for us, and they may not share or resell this data. The services they provide for us include mailing product samples, or contacting the winners of our contests.

Unconditionally, we also reserve the right to share the information to respond to duly authorized information requests of governmental authorities or where required by law.

Links to other sites

We may provide you with links to other websites. Please be aware that we cannot guarantee for the data collection practices of such other websites. We encourage you to read the privacy statements for those linked websites. SHIMICOAT take no responsibilities in this regard.

Referrals

Occasionally, visitors will have the opportunity to forward product sampling opportunities or other information on the website to friends/relatives or to send messages from our websites or interactive advertisements to friends/relatives. This personal referral information you provide to facilitate this communication is used on a one-time basis or stored only for analysis purposes, and is not further used by us to re-contact referred individuals, except in circumstances where we obtain consent from the people you have referred to receive communications from us.

Data security

We are committed to keeping the data you provide us secure and will take reasonable precautions to protect your personal information from loss, misuse or

alteration. Our vendors, contractors or partners who have access to your personal information in connection with providing services for us are required to keep the information confidential and are not permitted to use this information for any other purpose than to carry out the services they are performing for us. We use secure connections on our websites to protect credit card information during its transmission.

VOLUNTARY PARTICIPATION

Our sites allow you to choose to receive or stop receiving communications from us. To request removal from a mailing list, please visit the Contact Us page and send a message with your request.

YOUR ACCEPTANCE OF OUR PRIVACY PRACTICES

By using this website or any other SHIMICOAT website or interactive banner ads, you signify your acceptance of this privacy statement, and you adhere to the terms and conditions posted on the website. If you do not agree with any of these terms in this privacy statement, please do not use this site or submit any personal information. Please check back for updates to this privacy statement.

Customers, suppliers, vendors and service providers

We may obtain various types of Personal Data about employees and agents of our customers, suppliers, vendors, and service providers. Such data may include contact information (names, titles, addresses, phone and fax numbers, and e-mail addresses); information about products and services ordered or provided; financial and payment information; user IDs, passwords, and information collected through Internet-based and e-commerce activities, and other transaction-related data.

We may use Personal Data for business purposes, including delivery of products or services; to establish or maintain business relationships; to provide access to Internet-based and e-commerce activities; to perform accounting functions; satisfy our legal obligations; satisfy administrative functions; prevent prohibited or illegal activities, and enforce our legal agreements; and to conduct other activities as necessary or appropriate

in connection with servicing and developing business relationships.

Employees and agents of our customers, suppliers, vendors, and service providers may contact us to access or correct Personal Data that we maintain about them by sending an e-mail to info@shimi.com.au, or by contacting any of SHIMICOAT offices.

Other necessary disclosures and onward transfer

We may disclose Personal Data to agents, suppliers, vendors, service providers, and subcontractors to perform services for legitimate business purposes. We require those organizations to protect Personal Data with appropriate safeguards. These organizations include financial institutions; human resources service providers; healthcare administrators; healthcare providers; employee stock plan administrators; database managers; customer service providers; and other organizations that provide financial services; accounting services, auditing services, actuarial services, tax preparation services, IT infrastructure, IT support, and IT development services, employee training services, customer relationship management services, and other technical, logistical, and administrative services. These organizations may perform functions such as fulfilling orders, analyzing data, providing training, administering and providing healthcare services, sending payment and wire transfers, providing customer service, providing IT support and systems management, and providing other financial, technical, logistical, or administrative functions.

We may disclose Personal Data where required or permitted by law or by an order or requirement of a court, administrative agency, or other government entity, or by court rules concerning the production of records; where we have reasonable grounds to believe that use or disclosure is necessary to protect the rights, privacy, property, or safety of others; where we have reasonable grounds to believe that the information relates to breach of an agreement or violation of the law that has been, is being, or is about to be committed;

or where it is necessary to enforce or apply our legal agreements, to pursue remedies, or to limit our damages.

Access

At your request, we will provide you with reasonable access to your personal information, so that you can review what we have stored and, if you choose, request corrections to it. You may request access by writing to us at the address listed in the Contact Information section below. After you request access, we will provide the personal information that you request as soon as practically possible. If you wish to correct your personal information, please send us a written explanation of the particular information that you believe should be corrected. Where information will not or cannot be accessed or amended, we will tell you the reasons.

Data security and data integrity

We store, collect, and otherwise process information mainly in servers in Australia. We take reasonable precautions to protect Personal Data on these servers from loss, misuse, unauthorized access, disclosure, alteration and destruction. We also make reasonable efforts to keep Personal Data reliable for its intended use, accurate, current, and complete. We retain information for as long as reasonably required for business purposes or to comply with our legal obligations.

Accessing your information and contacting us

If you have any questions about this Privacy statement, or if you have submitted or another person has submitted personally identifiable information about you through this website, and you would like to have that information changed or deleted, please contact us through our office immediately.

If there are any questions regarding this privacy policy you may contact us through our website or by email to info@shimi.com.au or one of SHIMICOAT offices directly.