

This Agreement governs the provision and use of design services supplied by Steltech Structural Ltd (“Steltech”) to the receiving party (“Client”). By engaging Steltech for design services, the Client accepts the terms below.

Effective as of 21 April 2026

1 APPLICATION

1.1 These Terms shall apply to the use of all Steltech Structural design service information despite any verbal indication to the contrary by any person acting or purporting to act on behalf of Steltech. Accordingly, the Client must obtain Steltech’s written confirmation of all variations to these Terms (including all representations or understandings) which the Client wishes to make.

1.2 Steltech may vary these Terms from time to time and will provide the Client with replacement Terms. The subsequent request for design information by the Client will be deemed as their acceptance of the replacement Terms.

2 SCOPE

2.1 Steltech may provide design advice, sketches, calculations, reports, drawings, or other design outputs relating to structural systems comprising Steltech manufactured components (“Design Outputs”).

2.2 All design is prepared solely for the nominated project, based on information supplied by the Client.

3 OWNERSHIP OF INTELLECTUAL PROPERTY

3.1 Steltech retains full ownership of all Intellectual Property (IP) in the Design Outputs, including but not limited to drawings, models, calculations, design methodologies, optimisation processes, and any technical material prepared by Steltech.

3.2 The Client receives a non-transferable, non-exclusive licence to use the Design Outputs only for the specific project for which they were issued.

3.3 The Design Outputs may not be copied, adapted, modified, distributed, or reused for any other project without prior written approval from Steltech.

4 APPROVED USE AND PROHIBITED ACTIONS

4.1 The Client must not:

- Use Steltech design concepts, calculations, or beam/section geometries to support the manufacture, fabrication, or supply of substitute products.
- Reverse-engineer, replicate, or derive design methodologies or manufacturing processes from the Design Outputs.
- Re-use any portion of the design for subsequent or alternative projects.

4.2 The Design Outputs are only valid if the structural components are manufactured by Steltech. If components are manufactured by any other party, the design is automatically deemed invalid.

5 CONFIDENTIALITY

5.1 All information, processes, software outputs, methodologies, optimised geometries, and technical data supplied by Steltech (“Confidential Information”) must be kept strictly confidential.

5.2 Confidential Information must not be disclosed to third parties, including competing fabricators, without Steltech’s prior written consent.

6 CLIENT RESPONSIBILITIES

6.1 The Client warrants that all project information supplied to Steltech (including geometry, load assumptions, design criteria and drawing information) is complete and accurate.

6.2 The Client must notify Steltech immediately of any change to loads, geometry, design assumptions, or intended use that may affect the Design Outputs.

6.3 Steltech may revise or withdraw the Design Outputs if the project information changes.

7 MISUSE, SUBSTITUTION & BREACH

7.1 If the Client uses the Design Outputs in contravention of this Agreement, including but not limited to product substitution or unauthorised distribution, Steltech may:

- Withdraw permission to use the Design Outputs;
- Declare all design responsibility void; and
- Seek recovery of costs, losses, and damages arising from the misuse, unauthorised use, or substitution.

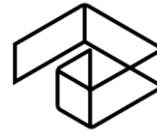
7.2 Steltech warrants the validity of the Design Outputs only when the components are manufactured by Steltech. To the maximum extent permitted by law, Steltech excludes all liability for any loss, damage, claim, or structural failure arising from the use of Design Outputs where the structural components are not manufactured by Steltech.

7.3 Notwithstanding any other provision of this Agreement, including any warranty, Steltech’s total maximum aggregate liability to the Client, whether arising in contract, tort (including negligence), equity, breach of statutory duty, or otherwise, for any claim, loss, or damage arising out of or in connection with the Design Outputs or the services provided under this Agreement, shall be limited to an amount equal to NZD\$25,000.

7.4 The Client agrees to indemnify and hold Steltech harmless against all claims, losses, costs, and damages (including full legal costs) arising from the Client’s breach of this Agreement,



TERMS OF DESIGN SERVICE ENGAGEMENT



STELTECH®

unauthorized use of the Design Outputs, or use of the Design Outputs with substitute products.

8 GENERAL

- 8.1 The Client agrees that the services are acquired for the purposes of a business and that the Consumer Guarantees Act 1993 does not apply. The parties also agree that sections 9, 12A, 13, and 14(1) of the Fair Trading Act 1986 shall not apply to this Agreement.

9 GOVERNING LAW

- 9.1 These Terms shall be construed and governed by the laws of New Zealand, and the parties hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

10 ACCEPTANCE

- 10.1 Use of the Design Outputs constitutes acceptance of this Agreement by the Client.

