Crypal Pty Ltd - Terms & Conditions of Hire

Definitions
"Supplier" means Crypal Pty Ltd, its successors and assigns or any
person acting on behalf of and with the authority of Crypal Pty Ltd.
Client" means the person is or any person acting on behalf of and
with the authority of the Client requesting the Supplier to provide
with the surhority of the Client requesting the Supplier to provide
set specified in any proposal, quotation, order, invoice or 8.6

""" to specify Client 9.

with the authority of the Client requesting the suppiier to provine use services as specified in any proposal, quotation, order, invoice or 8.6 and of the respective of the documentation, and:

(a) if there is more than one Client, is a reference to each Client 9. 10 if the Client is a part of a Trust, shall be bound in their capacity of the client is a part of a Trust, shall be bound in their capacity of the client's executors, administrators, successors and 9.2 permitted assigns.

"Equipment" means all Equipment (including, but not limited to pallets, pallet cages, containers, stillages and any accessories) supplied on hire by the Supplier to the Client (and where the context so permits shall include any includental supply of services or goods). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided

authority to hire, or any other work authorisation forms as provided by the Supplier to the Client.

Goods' means all Goods supplied by the Supplier to the Client at 9.3 the Client's request from time to time (where the context so permits the terms' Goods' or Services' shall be interchangeable for the 1.4

the terms 'Goods' or 'Services' shall be interchangeable for the other).

10. "Minimum Hire Period' means the Minimum Hire Period as 10.1 described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client. Phice' means the cost of the hire of the Equipment (plus any GST 10.2 hire of the Capithe and the Client subject to clause 5 of this contract en the Supplier and the Client (SGT means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999' (Cth). 1.5

Acceptance
The Client is taken to have exclusively accepted and is immediately 10.3 bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts delivery of the Equipment. These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Sumplier. <u>2.</u> 2.1

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inconsistency with any other occurrent or window with a Supplier. The Client and the Supplier. The Client acknowledges and accepts that the supply of Equipment on hire may be subject to availability and if, for any reason, Equipment is not or ceases to be available, the Supplier reserves the right to substitute comparatible Equipment (or components of the Equipment) and vary the Price as per clause 5.2. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 5 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

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vision and a vision of any regulations reteries to the fact of the control of the

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the formation and/or administration of this contract, and/or (b) contained involtited from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Equipment her and/orservices.

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yment is not made by the due date states on the acceptance of the sesence, the Price ill be payable by the Client on the date/s determined by the upplier, which may be:

) on delivery of the Equipment; or
) for approved Clients made by installments in accordance with the Supplier's payment schedule; or other form as being the date specified on any invoice or other form as being the date for comment; or

date for payment; or failing any notice to the date which is fourteen (14) 12.3 days following the date of any invoice given to the Client by the

days following the date of any invoice given to the Client by the Supplier. Payment may be made by cheque, electronicion-line banking, or by 12.4 any other method as agreed to between the Client and the Supplier. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier not withhold payment of any invoice because part of that invoice is in dispute. 5.8

Supplier to daminot payment or any involuce decades part or time invoice is in dispute. Unless otherwise stated the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other contract for the fire of 12.6 the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Hire Period
Where the Equipment does not have a timing device installed hire 12.7 charges shall commence from the time the Equipment departs from the Supplier's premises and will continue until the return of the Equipment to the Supplier's premises, and/or until the expiry of the Minirum Hire Period, whichever last occurs.

The date upon which the Client advises of termination shall in all cases to the related as a full day by this when the Equipment has been

12

Off-hire receipts will only be issued when the Equipment has been either collected by the Supplier, or returned to the Supplier's nemisses. 3.3

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either Culicucus by an analysis and analysis and analysis and the time that the Client or the Client's nominated carrier takes possession of the Equipment at the Supplier's permisses. Proceedings of the Equipment at the Supplier's permisses proceedings of the Equipment at the Supplier's permisses. Where the Supplier is to deliver the Equipment the Client shall make all arrangements necessary to take delivery of the Equipment whenever it is tendered for delivery. In the vent that the Client is unable to take delivery of the Equipment as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery. Risk to Equipment

3. 3.1

Supplier shall be entitled to charge a reasonable fee for redelivery. Risk to Equipment
The Supplier retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery.
The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies the Supplier for all loss, then of admarge to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theth, or damage is attributable to any negligence, failure, or omission of the Client.

arising from any negligence, failure or omission of the Client or any other persons. Relocation or transfer of the Equipment from one site to another must have the Supplier's approval prior to such relocation or transfer of the Equipment. The Client acknowledges that the Supplier maintains, handles and otherwise administers the circulation of all identified Equipment.

The Client acknowledges that the Supplier maintains, handles and otherwise administers the circulation of all identified Equipment.

Title to Equipment
The Equipment is and will at all times remain the absolute property of the Supplier, and the Client must return the Equipment to the Supplier property of the Supplier or request to do so.

If the Client fails to return the Equipment to the Supplier as required under this contract or when requested to do so, then the Supplier or the Supplier's agent may (as the invitee of the Client) enter upon and indo any land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. Any costs incurred by the Supplier or perspossesing the Equipment and the Equipment or the Equ

security agreer it by the PPSA. Upon assenting it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by the Supplier to the

Client.

The Client undertakes to:

(a) promptly sign any further documents and/or provide any furth information (such information to be complete, accurate and to-date in all respects) which the Supplier may reasonat require to:

to-date in all respects) which the Supplier may reasonably require to:

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property accurates Registers.

(ii) consistent occument required to be registered by the PSA, or the respect of the registering of financing statement or financing change statement on the Personal Property Securities Register schlished by the PSA or releasing any Equipment charged thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier.

Supplier; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of the 14.3

Supplier.

The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

terms and conditions.

15. The Client waives their rights to receive notices under sections 95, 15.1 th, 121(4), 130, 132(3)(4) and 132(4) of the PPSA.

The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

The client waves are insues of the PPSA. Unless otherwise agreed to in writing by the Supplier, the Client Waves their right to receive a verification statement in accordance 15.2 with section 15.7 of the PPSA. The Client must unconditionally ratify any actions taken by the Supplier under clauses 10.3 to 10.5. Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions 15.3 is intended to have the effect of contracting out of any of the provisions the PPSA.

provisions the PPSA. Security and Charge focusing and Charge in consideration of the Supplier agreeing to supply Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money)

money).
The Client indemnifies the Supplier from and against all the

The Client indefinities the Supplier from and against air inter-supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising legal costs on a rights under this clause, points the Supplier and a control and a control of the 15.5 Supplier is the Company of the Company of the Supplier and necessary acts to give effect to the provisions of this clause if 1 including, but not limited to, signing any document on the Client's helpaff.

including, but not limited to, signing any document on the Client's behalf.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

The Client must inspect the Equipment on delivery and must within forty-eight (48) hours of delivery for seven (7) days for Goods sold) notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Equipment. Under applicable State, Territory and Commonwealth Law (including, without limitation the CAA), certain statutory implied guarantees and warranties (including, without limitation the statutory aguarantees under the CCA) may be implied into these terms and 6.1 ms Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

conditions purports to mount of example.

Except as expressly set out in these terms and conditions or in 16.2 respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.

If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule?

Supplier is naturally as a control of the Supplier is required to rectify, re-supply, or pay the cost of resupplying any services or Equipment under this clause or the CCA, 16.3 supplying any services or Equipment under this clause or the CCA, 16.3 эмруну is quality services of it equipment unself this Calabor of the CVA.

The supplier may refund any money the Client has paid for the services or equipment but only to the extent that such refunds shall take into so counting the value of any services or Equipment and consumables which have been provided to the Client which were not defective. 16.4

Client which were not defective.

If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the services or

Inment is: limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole

(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion.

(b) limited any warranty to which the Supplier is entitled, if the Supplier and the Supplier is entitled, if the Supplier and the Supplier is entitled, if the Supplier is entitled absolutely.

(c) otherwise negated absolutely.

Nothritistanding dauses 12.1 to 12.7 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result in any way without the Supplier's written approval to do so;

(a) the Client failing to properly maintain or store any Equipment;

(b) the Client using the Equipment for any purpose other than that the Client confinuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

(e) the Client failing to follow any instructions or guidelines provided by the Supplier;

(f) I ari wear and tear, any accident, or act of God.

Client's Responsibilities

The Client separation of the Supplier in th

saisy inserial comminication and an expulpinent is suitable for its purposes; operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by the Supplier or posted on the Equipment; not permit the Equipment to become contaminated by any toxic radioactive or any other dangerous substances; comply with all work health and safety laws relating to the Equipment and its use;

16.8 (g)

(h) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to the Supplier (or the Supplier) 16.9 designated employee).

(i) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to take a tien, or grant any encombrance over the Equipment of the standard of the standard of the standard or entitled to the standard of the standard of the standard or entitled to the standard or entitled to the standard of the standard or entitled to the standa

off or not returned to the Supplier; all costs incurred in cleaning the Equipment; all costs incurred in cleaning the Equipment; all costs of repairing any clamage caused by the ordinary use of the Equipment up to an amount equal to ten percent (10%) of the new list price of the Equipment; the cost of repairing any damage to the Equipment caused by wilful or negligent actions of the Client or the Client's employees;

wifful or negligent actions of the Client or the Linerus employees; the cost of repaining any damage to the Equipment caused by vandalism, or fin the Supplier's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client; any costs incurred by the Supplier in picking up and returning the Equipment to the Owners premises of any preagred pickup location when it was originally agreed that the Client would do so.

entitled to for the Equipment, uncert with, or any owner time contract;

(i) any insurance excess payable in relation to a claim made by either the Client or the Supplier in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or the Supplier S.

Intellectual Property
Where the Supplier has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the 19.

Supplier. Under the Client, then the copyright in any designs and documents be used without the express written approval of the 19.

Supplier.

occurrents be used without one express without approval of the 19.1
The Client varrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to Infininge any patient, registered design or trademark in the execution of the Clients of the Client approved and the Client approved and the Client approved to the Client approv

Default and Consequences of Default Interest on overdue invoices shall accure daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (25%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after a well as before any judgment, it is the Client of the Supplier and the Supplier in such a rate) after and against all costs and obsursements incurred by the Supplier from and against all costs and obsursements incurred by the Supplier from and against all costs and obsursements incurred by the Supplier from and against all costs and obsursements incurred by the Supplier from and against the supplier from the Supplier has the supplier so that default fee, and bank dishonour fees). Further to any other rights or remedies the Supplier may have under this contract, if the Client has made payment to the Supplier and the transaction is subsequently reversed, the Client shall be liable for the amount of the reverse to found to be illegal, fraudulent or in contravention to the Client's obligations under this contract, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reverse found to be illegal, fraudulent or in contravention to the Client's obligations under this contract, and the transaction is subsequently reversed, the Client shall be liable to the Client is in breach of any obligation (including his contract and the transaction of the Client is in breach of any obligation (including his proposes) the Equipment as per clause 9.2, or suspend or terminate the supply of Equipment to the Client and any of its other proposes. The Equipment as per clause 9.2, or suspend or terminate the supply of Equipment to the Client and any of its other children of the contract of the supplier shall, whether or not due for payment, become immediately supplier than the supplier frail, whether or not due for payment, become immediately payable in the event that:

(a) any money payable 19.5 19.6

Able in the event that:
any money payable to the Supplier becomes overdue, or in the
Supplier's opinion the Client will be unable to meet its
supplier's opinion the Client will be unable to meet its
suppliers.

20.
the Client has exceeded any applicable credit limit provided by
20.1
the Supplier:
the Client becomes insolvent, convenes a meeting with its
20.2

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rendition or proposes or enters into an arrangement with receiving or proposes or enters into an arrangement with receiving or proposes are enters into an arrangement with creditions; or assignment for the benefit of its creditions; or an arrangement of the credition of the cre

d) "preceive" manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client or 1988.

The Client agrees for the Supplier to obtain from a credit reporting obdy (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit 21, provided by the Supplier.

The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Client andlor (b) to exchange information with other credit providers and the status of this credit account, where the Client is in default with other credit providers and with resolution of the Client andlor (c) to exchange information with other credit providers and with the client is repayment history in the preceding two (2) years.

The Client agrees that personal credit information provided may be used and refained by the Supplier for the following purposes (and for other agreed purposes or required by):

(a) the provision of Equipment, and/or (b) analysing, verifying and/or checking the Client's credit, and/or status in relation to the provision of Equipment; and/or status in relation to the provision of Equipment; and/or control facilities and/or credit facilities reviewed by the Client and/or status in relation to the provision of Equipment; and/or client and/or status in relation to the provision of Equipment; and/or client and/or client and/or status in relation to the provision of Equipment; and/or client and/or status in relation to the provision of Equipment; and/or client and/or status in relation to the provision of Equipment; and/or client and/or status in relation to the provision of Equipment; and/or client and/or status in relation to the provision of Equipment; and/or client and/or status in relation to the provision of Equipment; and/or client and/or sta

and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the

c) increasing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Equipment. the Supplier may give information about the Client to a CRB for the following purposes:

(a) to obtain a consumer credit report;
(b) allow the CRB to create or maintain a credit information file about the Client including credit history. The information given to the CRB may include:
(a) personal information as outlined in 16.1 above;
(b) name of the credit provider is at licensee;
(d) type of consumer credit;
(e) whether the credit provider is a licensee;
(d) type of consumer credit;
(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit provider is a licensee;
(f) repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notics for request of payment has been made and debit recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (c) glates of payments);
(i) information that, in the opinion of the Supplier, the Client has committed a serious credit infinipement;
(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars §150).

The Client shall have the right to request to Suredite carried and and and the carried to recover a control of the control of

Supplier:
(a) a copy of the information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect information; and
(b) that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.

The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required

in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. The client is not satisfied with the complaint in the event that the Client is not satisfied with the Information Commissioner at www.oalc.gov.au. Service of Moticse Any written notice given under this contract shall be deemed to have been given and received:

een given and received: handing the notice to the other party, in person; leaving it at the address of the other party as stated in this

 (a) by handling the notice to the other party, in person;
 (b) y leaving it at the address of the other party as stated in this contract;
 (c) by sending it by registered post to the address of the other party as stated in this contract;
 (d) if sent by leasmile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
 That Client at any time upon or subsequent to entering in to the contract is acting in the capacity of truster of any Trust (Trust) then whether or not the Supplier may have notice of the Trust, the Client coverants with the Supplier as follows:
 (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund.
 (b) the Client has full and complete power and authority under the Trust to enter into the contract had the provisions of the Trust do enter into the contract and the provisions of the Trust of not numerate accent as the contract into the contract int **18.** 18.1

the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; the Client will not unreasonably mithod consent), cause, per the contract of the contract o

(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.

General

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor approvision. If any provision of these terms and conditions shall be revealed to the provision of these terms and conditions shall be revealed to the provision of these terms and conditions shall be revealed to the provision of these terms and conditions shall be revealed to the provision of these terms and conditions shall be revealed to the provision of the set terms and conditions shall be suppered to the terms and conditions shall be suppered by the terms and any contract to which they apply shall be governed by the laws of Victoria, the state in which the Supplier fias its principal place of business, and are subject to the under no liability whallscover to the Client for any indirect and/or consequential loss and/or expense (including) loss of profits justfered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Suppliers) also profits justfered by the Client arising out of a breach by the Suppliers of these terms and conditions the Supplier and leaves the supplier of these terms and conditions the Supplier and the supplier and the supplier suppliers. The Client cannot assign or licence without the Clients consent. The Supplier may elect to subcontract out any part of its rights and/or obligations under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.

The Client agrees that the Supplier may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed the subconditions of the subplier of the Supplier and the subcontract or any activation to any of

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE SALE OF GOODS ONLY

Risk to Goods
Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery, If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's nights to receive the insurance proceeds in the Client requests the Supplier banks to the Supplier is preson dealing with the Supplier to make further enquires.

If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

sole risk. Title to Goods The Supplier and the Client agree that ownership of the Goods shall

The bupplies and the Client agree that ownership of the Goods shall robbe bupplies and the Client has paid the Supplier all amounts owing to the Supplier, and (b) the Client has met all of its other obligations to the Supplier, and (b) the Client has met all of its other obligations to the Supplier. Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA). The Client advinowledges that it has had full upportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Supplier as to the quality or suitability or any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Supplier has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 22.1.