

NEW AND USED EQUIPMENT TERMS & CONDITIONS OF SALE

1. **SALE AGREEMENT BETWEEN YOU AND US** These Equipment Terms and Conditions of Sale, together with the Tax Invoice We provide to You, make up the Equipment sale agreement (the "Sale Agreement") between You and Us.
2. **DEFINITIONS** To assist, when We refer to the following terms in this document:
"Confirmation and Authority Form" means authority from Us for You or your authorised representative stated on the form to collect Used Equipment from designated site as stated.
"Seller" means any third-party seller, including but not limited to any auction houses lawfully appointed by Us and equipment listed through consignment.
"Tax Invoice" means a fully itemised validly issued tax invoice.
"Equipment" means any of Our equipment, including but not limited to, cranes, access equipment and construction equipment and accessories and parts, consignment cranes and equipment.
"We/Us/Our" means Gleason Cranes Sales and Rentals Pty Ltd (ABN 98 607 535 473).
"You/Your" refers to the person, firm, organisation, partnership, corporation or other entity purchasing the Equipment from Us and as named on the Tax Invoice. The reference to "You" includes any employees, agents and contractors.
"New" means Equipment being transferred for the first time from a manufacturer or importer, or dealer or agent of a manufacturer or importer, to the end user or customer. Equipment that has been used by a dealer for the purpose of demonstration to prospective customers shall be considered "new" equipment.
3. **YOUR PURCHASE OF EQUIPMENT** We agree to sell and You agree to buy the Equipment in the quantities and at the prices set out in the Tax Invoice We or the Seller provide You.
4. **DESCRIPTION AND INSPECTION OF THE EQUIPMENT** The description of the Equipment You have been provided is based on the best information available to Us or the sales personnel of the Seller. However, to the extent permitted by Law, We make no warranty, express or implied, as to the description of any of the Equipment, except as expressly set forth otherwise in this Sale Agreement. The Equipment will be available for inspection at the places and times specified by Us.
5. **TERMS OF PAYMENT** Payment for the Equipment must be received in full before Equipment is removed from Our premises or the Seller's premises (whichever is applicable).
6. **ORDER AND DEPOSIT** where you have ordered equipment and provided a deposit and should you cancel the order the deposit will be forfeited to Us in full unless otherwise agreed with Us.
7. **COLLECTION OF THE EQUIPMENT**
 - a. Unless otherwise agreed, You are responsible for collecting the Equipment from Our premises or the premises of the Seller (whichever is applicable). The costs of preparing, dismantling, loading and transporting the Equipment will be at Your expense unless otherwise agreed by Us.
 - b. You must give Us or the Seller's representative (whichever is applicable) two (2) business days prior written notice before entering Our premises or the Seller's premises to load Equipment or to perform dismantling work. We may deny You access to the premises if such notice has not been given.
 - c. Dismantling, removal and transport of the Equipment shall be at Your sole liability and risk.
 - d. You must ensure that You dismantle and transport the Equipment.
 - e. You can only remove the Equipment from Our Premises or the Seller's premises (as the case may be) on presentation of proof of payment of the total amount owing as set out in the Tax Invoice. If You fail to remove any Equipment within the time period notified by Us or the Seller (or otherwise 30 days), We have the option of removing and storing the Equipment at Your sole expense and risk or deeming all deposits or partial payments as having been forfeited by You, in which case We may resell (without notice) at public sale or otherwise dispose of such Equipment at Your sole risk and expense. You shall remain liable for fees, expense and damages arising from any default by You.
8. **DELAY IN DELIVERY** We are not held responsible for late or non-delivery of any orders or part thereof including but not limited to fire, strike, stoppages of work, war, Government action, act of god, outside supplier shortages, manufacturer delays, shipping or transport delays, finance delays or any other delay or happening.
9. **TITLE AND RISK IN THE EQUIPMENT** Title in the Equipment passes to you at the time that payment for the Equipment is made in full.
10. **8. INSURANCE**
 - a. If You need to dismantle or perform some other work on the Equipment on Our premises or premises owned or controlled by the Seller, we may require you to provide the following forms of insurance: (a) worker's compensation insurance

which meets the requirements of the laws of the state in which the work is being done; and

- b. a General Liability Insurance policy for personal injury and property damage, with combined limits of not less than \$10,000,000 per occurrence with Our interests as principal noted on the policy.

11. CERTIFICATES Certificates provided by Us on New or Used Equipment will be completed in accordance with all relevant Australian Standards

- a. Annual Inspections/Periodic 3rd party Inspections, completed by an independent 3rd party provider of our choice unless otherwise agreed upon in accordance with all relevant standards.
- b. 10 Year Inspections/Major Inspections, completed by an independent 3rd party provider of our choice unless otherwise agreed upon in accordance with all relevant standards.

12. WARRANTY

- a. Any Warranty Period given in relation to the sale will be provided for on the Tax Invoice. Should the Tax Invoice be silent on Warranty then no Warranty is implied or provided.
- b. Warranty provided may be parts only or parts and labour and will be noted on the Tax Invoice.
- c. Warranty provided for parts will only be valid if parts are sourced or approved by Us.
- d. Warranty provided for labour will only be valid if labour is completed or approved by Us.
- e. The warranty is limited to claims arising from faulty workmanship or material defects and is subject to Us being reasonably satisfied that the Equipment has been properly stored, serviced and used.
- f. The warranty for repaired/replacement parts expires on the later of the warranty period.
- g. We are not liable for any machine downtime or consequential loss or damage including but not limited to economic loss, compensation, rental of replacement equipment or lost profit,
- h. We are not liable for loss or injury to persons arising from the Equipment's defect.

The warranty will not apply where:

- i. The Equipment has not been used for its intended purpose and/or has been used in a manner which is not in conformity with the operation manual, maintenance manuals and any other prescribed documents.
- j. The Equipment requires repair or replacement of parts as a result of:
- k. a failure to regularly (and correctly) maintain and/or inspect the Equipment in accordance with the operation manual, maintenance manuals or other prescribed documents;

- l. installation and/or use of parts (including lubricants) not approved by the Manufacturer and/or Gleason;
- m. accident including accidental shock loading;
- n. unauthorised removal and/or modifications to the Equipment and/or any component/parts of the Equipment.
- o. a failure to respond to error codes and warning lights from the Equipment; and
 - i. a natural and unavoidable occurrence that interrupts the expected course of events, war, riot, revolution or any other unlawful act against public order or authority (including, without limitation, an act of terrorism, negligence and vandalism).
 - ii. any damage caused to windscreens unless in the event of a stress fracture.

Items Not Covered by Warranties

- p. Gleason will not be liable for any of the following:
 - i. Parts worn out as a result of fair wear and tear (including normal aging or deterioration by pollutants); misuse; abuse and/or negligence.
 - ii. Consumable items including but not limited to oil, grease, filters and tyres etc.
 - iii. Costs to diagnose the Equipment's defect(s) including contracted labour and test services. Unless otherwise agreed upon by Us.

13. INDEMNITY

- a. You are liable for and indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of: (a) personal injury; (b) damage to tangible property; or (c) a claim by a third party, in respect of Your purchase or use of the Equipment or Your breach of these Terms and Conditions. Your liability under this indemnity is diminished to the extent that Our breach of these Terms and Conditions or Our negligence causes the liability, claims, damage, loss, costs or expenses.
- b. Each indemnity in these Terms and Conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of these Terms and Conditions. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by these Terms and Conditions. We will not be liable



to You for any acts or omissions of any person supplied by Us where that person is acting under Your direction and control and you indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

14. **OUR LIABILITY** Our liability with respect to any Equipment sold to Buyer will be limited to refunding payment made less any deposit made. In no event will We be liable for indirect, incidental or consequential damages.

15. **INSPECTION** You are invited, urged and cautioned to inspect the Equipment prior to purchase. The Equipment will be available for inspection at the places and times specified by Us or the Seller (as the case may be).

16. **HAZARDOUS CHEMICALS AND OTHER HAZARDOUS MATERIALS** You are warned and acknowledge that the Equipment You purchased may bear or contain hazardous substances, hazardous materials or hazardous waste which may be, or may become by chemical reaction or otherwise, directly or indirectly, hazardous to life, to health, or to property. To the extent permitted by law, You hereby discharge and release Us from any and all liability directly or indirectly resulting from the presence of any hazardous substances, materials or waste including, but not limited to, any and all liability directly or indirectly resulting from Our failure to give more specific warning with respect to individual items of Equipment or from the inadequacy of any warning.

17. **TERMINATION FOR FAILURE TO PERFORM** In the event that You fail to make payment in accordance with clause 3 above, or You fail to remove Equipment in the period specified by Us, You acknowledge that You will lose all deposits, right, title and interest which You might otherwise have acquired in and to the Equipment.

18. **FORCE MAJEURE** Neither party will be responsible for any delays in delivery or collection due to causes beyond their control, including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

19. **ASSIGNMENT** Each party agrees that neither party may assign any interest in this Sale Agreement without the written consent of the other party.

20. MISCELLANEOUS

- a. You will pay the amount of any tax or other charge imposed by law, upon, with respect to, or measured by the sale, shipment, or price of any Equipment sold under this Sale Agreement.
- b. This Sale Agreement will be governed by and interpreted in accordance with the laws of Victoria and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
- c. No change or modification of the terms of this Sale Agreement will be made except by a writing signed by both parties.
- d. In the event of inconsistency between this Sale Agreement and any terms, conditions or agreements of the Seller, this Sale Agreement will prevail.