



TILT-LIFT EQUIPMENT PTY LTD TERMS OF TRADE

TERMS OF SALE

General These Terms of Sale constitute the entire agreement between Tilt-Lift Equipment Pty Ltd ("Tilt-Lift") and the Buyer concerning the supply of the goods and services ("Goods") by Tilt-Lift to the Buyer, and shall prevail over all conditions appearing on any document of the Buyer. Each clause of this contract is severable from the others and if any clause is found to be defective or unenforceable for any reason, the remaining clauses shall remain in full force and effect.

Quotations A quotation given by Tilt-Lift shall not constitute an obligation to sell and no contractual relationship shall arise until the Buyer's order has been accepted in writing by Tilt-Lift. A quotation shall remain valid for 30 days only from the date of issue.

Price Unless advised otherwise in writing by Tilt-Lift, the Buyer shall in addition to prices quoted or charged, be responsible for the applicable taxes and statutory charges including but not limited to GST.

Terms Invoices shall be paid within 30 days from the date of the statement. Unless otherwise provided, interest at the rate of 15% per annum will be charged on all overdue invoices calculated from the date the payment becomes due until the date of settlement. The Buyer shall not be entitled to withhold payment of any amount due on account of any claim against Tilt-Lift whether admitted or disputed unless specifically authorised in writing by Tilt-Lift. In the event of default, Tilt-Lift may in addition to any other rights or remedies it may have be entitled in its absolute discretion to:

1. withhold delivery of any further Goods;
2. cancel this contract and other contracts with the Buyer
3. treat this and any other contract as having been repudiated by the Buyer

Suitability It is the Buyer's responsibility to ensure that the Goods are suitable for the Buyer's requirements. Tilt-Lift makes no warranty, guarantee or representation regarding the suitability of the Goods for the Buyer's purpose. Tilt-Lift makes no claim that the Goods requested by the Buyer are appropriate and the Buyer purchases the Goods at its own risk. All Goods are supplied by Tilt-Lift on the express condition that the Buyer will use the Goods in accordance with any layout, drawings, load tables, specifications or published product information brochures provided by Tilt-Lift.

Use Whilst Tilt-Lift can assist the Buyer in the use of the Goods by providing data sheets and have its engineering staff answer the Buyer's queries, it is the responsibility of the Buyer to ensure that the Goods are used in accordance with the manufacturer's recommendations. Any drawings, dimensions, weights, capacities, specifications or performances given or included by Tilt-Lift are approximate only and no warranty, guarantee or representation is expressed or implied by the provision of these. The Buyer undertakes to check all drawings, dimensions, weights, capacities, specifications and performances before use. Tilt-Lift will not be bound by any representation, advice or warranty given verbally to the Buyer in relation to specifications for Goods.

Suspension Tilt-Lift may suspend performance in the event that any part of the Buyer's account is overdue.

Delivery and Risk Signed delivery dockets will be conclusive proof of receipt of delivery of the Goods in good condition. Risk in the Goods shall pass to the Buyer on delivery. Under no circumstances may the Buyer deny a signature evidencing receipt of the Goods by it of any employee, agent or carrier utilised or employed by the Buyer as the case may be. Risk, damage or deterioration to the Goods shall pass to the Buyer upon despatch from Tilt-Lift's premises to the address stipulated for delivery. Notwithstanding that an approximate date is stipulated in any order for delivery, the time for delivery of the Goods shall not be regarded as being of the essence.

Authority A signature of any officer, employee, contractor or agent of the Hirer may be taken by Tilt-Lift and shall be sufficient evidence to Tilt-Lift of the authority to sign on behalf of the Hirer.

Title The title to any goods sold by Tilt-Lift shall not pass to the Buyer until the Buyer pays in full and cleared payment the purchase price of the goods and any other monies outstanding, however so created, to Tilt-Lift. If prior to the transfer of title, the Buyer sells the goods or uses the goods in some process, then the Buyer will hold the proceeds of such sale or process in trust for Tilt-Lift.

Default If the Buyer breaches these Terms of Sale, fails to make payments to Tilt-Lift when due, goes into insolvency or bankruptcy or enters into a deed of arrangement or composition with its creditors, Tilt-Lift, without prejudice, shall be entitled to immediate possession of the goods without notice to the Buyer and/or suspend further deliveries. The Buyer hereby authorises Tilt-Lift to enter into any premises owned or controlled by the Buyer for the purpose of repossessing its goods. The Buyer shall indemnify and keep Tilt-Lift indemnified against all costs and liabilities incurred by Tilt-Lift arising from its entry on to the Buyer's site and/or suspend in exercise of Tilt-Lift's rights.

Tilt-Lift may claim and recover from the Buyer on demand in addition to any other sums payable - all losses, costs and expenses incurred by Tilt-Lift as a consequence, directly or indirectly, of any breach of the contract on the part of the Buyer and including the legal costs, if any, as between solicitor and own client and any costs in relation to retaking possession of the Goods.

Returns Tilt-Lift will accept return of Goods with 14 days of delivery provided the Goods are in the condition as delivered to the Buyer. All freight cost of returns shall be borne by the Buyer and may be subject to payment of a service charge or restocking fee of 10% by Tilt-Lift. No return of specifically designed or manufactured goods will be accepted. Any claims for damage to goods must be made within two business days from the date of delivery.

Brochures Illustrations of the Goods in Tilt-Lift's brochures and catalogues are not to be taken as exact representations of the Goods.

Cancelled or Varied Orders Tilt-Lift reserves the right to charge for the cost of the materials used or purchased and the cost of labour incurred and all other costs associated with any order cancelled or altered by the Buyer.

Licences and Approvals The Buyer shall be responsible for obtaining all licences, consents, permits and approvals in connection with the use of the Goods.

Limitation of Liability Notwithstanding anything else contained in the Terms of Sale, Tilt-Lift shall under no circumstances be liable to the Buyer in connection with the Goods for any loss of use, loss of profit or consequential loss, whether arising in negligence or otherwise, to the extent permitted by law. Tilt-Lift's liability to the Buyer is limited to the repair or replacement of the Goods. No rule of construction shall apply to the disadvantage of Tilt-Lift because it was responsible for the preparation of these Terms of Sale.

The Buyer expressly acknowledges and agrees that use of the Goods is at the Buyer's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort remains with the Buyer. Tilt-Lift disclaims all warranties and conditions with respect to the Goods either expressed or implied including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, or fitness for a particular purpose, to the full extent permitted by law. To the extent not prohibited by law, in no event shall Tilt-Lift be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever including commercial damages or losses arising out of or related to the Buyer's use or inability to use the Goods however caused. To the extent permitted by law, Tilt-Lift's liability to the Buyer shall be limited to the resupply of the Goods.

Indemnity Where Tilt-Lift hires Equipment to a Hirer provided to it by another and that Equipment has been manufactured from a sample, specification or drawings provided by the Hirer, the Hirer indemnifies Tilt-Lift and its servants and agents against all claims, demands or causes of action whatsoever arising from a failure of the Equipment to perform to the standard required by the Hirer including inter alia, any claims by the Hirer for any loss or damage arising out of the use of and the loss of ability to use the Equipment Tilt-Lift expressly reserves any common law rights.

The Hirer agrees to indemnify and keep indemnified Tilt-Lift against all claims for contribution and/or indemnity from any third party in respect of, relating to or in connection with the Equipment and any legal charges, fees or any expenses relating to such claims.

Delays Tilt-Lift shall not be liable to the Buyer for any costs, losses or damages caused by any delays in delivery which are beyond the reasonable control of Tilt-Lift.

GST If Tilt-Lift has any liability to pay the Goods and Services Tax ("GST") on any goods or services supplied to the Buyer, the Buyer shall pay to Tilt-Lift the amount of such GST or any other duty or statutory charge in connection with the sale of the equipment at the same time as payment is made for those goods or services.

TERMS OF HIRE

General These Terms of Hire constitute the entire agreement between Tilt-Lift Equipment Pty Ltd ("Tilt-Lift") and the Hirer concerning the hire of equipment and the supply of services by Tilt-Lift to the Hirer, and shall prevail over all conditions appearing on any document of the Hirer. Each clause of this contract is severable from the others and if any clause is found to be defective or unenforceable for any reason, the remaining clauses shall remain in full force and effect.

Quotations A quotation given by Tilt-Lift shall not constitute an obligation to hire and no contractual relationship shall arise until the Hirer's order has been accepted in writing by Tilt-Lift. A quotation shall remain valid for 30 days only from the date of issue.

Price Unless advised otherwise in writing by Tilt-Lift all prices quoted by Tilt-Lift are exclusive of GST. In addition to prices quoted or charged by Tilt-Lift, the Hirer shall be responsible for all applicable taxes and statutory charges.

Invoicing All invoices shall be paid strictly within 30 days from the date of the statement.

Delivery A representative may be appointed by the Hirer for the sole purpose of checking the quantity of material delivered and the time of delivery. If no representative is provided, the Hirer agrees that Tilt-Lift shall be able to affect delivery and/or pick up of Equipment at its absolute discretion without the necessity for a representative of the Hirer to be present. Conclusive proof of receipt of the quantity, date and description of Equipment delivered, and delivery of the Equipment in good condition will be evidenced by the delivery docket.

Risk Risk in the Equipment shall pass to the Hirer at the time the Hirer takes delivery of the Equipment.

Authority A signature of any officer, employee, contractor or agent of the Hirer may be taken by Tilt-Lift and shall be sufficient evidence to Tilt-Lift of the authority to sign on behalf of the Hirer.



TILT-LIFT EQUIPMENT PTY LTD TERMS OF TRADE (Continued)

Suitability It is the Hirer's responsibility to ensure that the Equipment are suitable for the Hirer's requirements. Tilt-Lift makes no warranty, guarantee or representation regarding the suitability of the Equipment for the Hirer's purpose. Tilt-Lift makes no claim that the Equipment requested by the Hirer is appropriate and the Hirer hires the Equipment at its own risk. All Equipment is supplied by Tilt-Lift on the express condition that the Hirer will use the Equipment in accordance with any layout, drawings, load tables, specifications or published product information brochures provided by Tilt-Lift.

Use Whilst Tilt-Lift can assist the Hirer in the use of the Equipment by providing data sheets and have its engineering staff answer the Hirer's queries, it is the responsibility of the Hirer to ensure that the Equipment are used in accordance with the manufacturer's recommendations. Any drawings, dimensions, weights, capacities, specifications or performances given or included by Tilt-Lift are approximate only and no warranty, guarantee or representation is expressed or implied by the provision of these. The Hirer undertakes to check all drawings, dimensions, weights, capacities, specifications and performances before use. Tilt-Lift will not be bound by any representation, advice or warranty given verbally to the Hirer in relation to specifications for Equipment.

Responsibility of and Return of Equipment by Hirer Unless Tilt-Lift agrees otherwise in writing, the Hirer shall be responsible for the return of all Equipment hired from the time of delivery or collection until the Equipment is returned to Tilt-Lift.

At the same time as returning the Equipment, the Hirer may provide a representative to check the quantity and description of the Equipment and time of return is as stated on the return docket. If no representative of the Hirer is present, the return docket shall be conclusive evidence as to the quantity, description, date, condition, state of repair, and time of return. Claims for shortages and delivery or damage to the Equipment may only be made within two business days from the date of delivery.

In all cases of returns whether by the Hirer or Tilt-Lift, the Equipment should be stacked, cleaned and sorted in the same manner as received when delivered. Any restacking or sorting will be charged to the Hirer.

The Hirer agrees that it will return all Equipment hired by it without any chemical, concrete, paint and hazardous or dangerous substances affecting the Equipment. No badly damaged Equipment will be accepted by Tilt-Lift, and Tilt-Lift retains the discretion to continue to charge hire costs until the Equipment is returned in a clean and safe condition.

Loss and Damage The Hirer shall be responsible for all theft, loss and damage to the Equipment, and the cost of replacement or repair will be charged to the Hirer at Tilt-Lift's latest current list price.

Use on Site The Hirer shall not use the hired equipment for any purpose other than in compliance with Tilt-Lift's recommended purposes and standards. The Hirer only shall use the Equipment and shall not sub-hire it to any other party.

The Equipment must not be transferred to any other site without Tilt-Lift's written approval.

The Hirer shall immediately advise Tilt-Lift of any accident or failure in relation to any equipment supplied under this agreement.

Hire Period Hire of the Equipment shall commence from the day the Hirer takes delivery of the Equipment until the day of return of the Equipment, with both of these days charged as whole days. No allowance on hire will be made for public holidays, weekends, inclement weather, industrial action, transport delays or Government interference.

A minimum fourteen (14) days hire applies.

Hirer's Obligations The Hirer shall:

- (a) prior to use of the Equipment, satisfy itself as to its condition and suitability for the purpose required;
- (b) Use the Equipment in a skilful, proper and safe manner and only for the purpose and within the capacity for which it was designed and in accordance with the relevant Australian Standards;
- (c) ensure the Equipment is erected and dismantled by competently trained or certified persons as per Australian Standards in a manner that is specified by Tilt-Lift;
- (d) maintain and check the Equipment regularly to confirm it is in good condition, fair wear and tear excepted;
- (e) indemnify Tilt-Lift against all claims and liabilities arising out of the use or servicing of the Equipment;
- (f) not sell, mortgage, sub-hire, pledge, lease or otherwise deal with any of the Equipment;
- (g) not alter the Equipment from the state in which it was hired;
- (h) ensure that all safety and operating instructions relating to the Equipment are observed; and
- (i) ensure that hazard identification, risk assessment and risk control measures are carried out on site for the installation of Equipment and that all users are trained in the safe use of the Equipment.

Transport Unless Tilt-Lift agrees otherwise in writing, the Hirer is responsible for the cost of delivery and pick up of Equipment to and from the Tilt-Lift premises and where deemed necessary by Tilt-Lift, the Hirer shall provide loading and unloading Equipment at its own cost. Transport charges as specified are for loading or unloading at designated sites during Tilt-Lift's normal business hours. Waiting time and delivery outside Tilt-Lift's normal business hours will incur additional charges. Where the Hirer has requested delivery and adequate access is not provided such that delivery cannot be performed, the Hirer will be liable for all transport charges and/or waiting time.

Collection by Tilt-Lift Where Tilt-Lift has agreed to collect the Equipment, a request to Tilt-Lift to collect the Equipment must be received by Tilt-Lift at least 48 hours before collection shall be required. Delays during pick up or restacking for transport shall be charged to the Hirer's account.

No Removal of Markings The Hirer shall not remove, deface or cover up any plates or marks on the Equipment indicating its ownership.

Right of Inspection Tilt-Lift shall at all times have the right to inspect any of the Equipment. The Hirer shall indemnify Tilt-Lift for any damages arising out of Tilt-Lift's entry into the site to inspect the Equipment.

Licences and Approvals The Hirer shall be responsible for obtaining all licences, consents, permits and approvals in connection with the use of the Equipment.

Insurance The Hirer must have full and appropriate insurance cover for its use of the Hire Equipment including in the event of theft of the Equipment. The Hirer shall provide confirmation of insurance at the request of Tilt-Lift.

Default Tilt-Lift reserves its rights to terminate this agreement at any time without notice to Hirer if the Hirer breaches these Terms of Hire, fails to make payments to Tilt-Lift when due, goes into insolvency or bankruptcy or enters into a deed of arrangement or composition with its creditors, Tilt-Lift without prejudice, shall be entitled to immediate possession of the Equipment without notice to the Hirer and the Hirer hereby authorises Tilt-Lift to enter into any premises owned or controlled by the Hirer for the purpose of repossessing the Equipment from the Hirer's premises and/or suspend further deliveries.

Upon termination, Tilt-Lift may continue to charge hire at the current rate until the Equipment is returned to Tilt-Lift's depot and/or charge the Hirer for repair of damages or cleaning of the Equipment that may be required. The loading of the Equipment collected by Tilt-Lift is the responsibility of the Hirer. The cost of repossession and transport of the Equipment shall be borne by the Hirer. The cost of dismantling and stacking erected equipment, or stacking dismantled equipment by Tilt-Lift will be charged to the Hirer's account.

The Hirer will provide all necessary permission for Tilt-Lift to enter the site to repossess the Equipment and indemnify Tilt-Lift for any damages arising out of Tilt-Lift's entry into the site to remove the equipment.

Tilt-Lift's repossession of the Equipment shall not affect Tilt-Lift rights to recover outstanding payments under the contract and Tilt-Lift reserves its right to pursue any additional remedies available to it.

Tilt-Lift may claim and recover from the Hirer on demand in addition to any other sums payable - all losses, costs and expenses incurred by Tilt-Lift as a consequence directly or indirectly of any breach of the contract on the part of the Hirer and including the legal costs, if any, as between solicitor and own client and any costs in relation to retaking possession of the Equipment.

Brochures Illustrations of the Equipment in Tilt-Lift's brochures and catalogues are not to be taken as exact representations of the Equipment.

Cancelled or Varied Orders Tilt-Lift reserves the right to charge for the cost of Equipment used or purchased and the cost of labour and transport incurred for any order cancelled or altered by the Hirer.

Limitation of Liability Notwithstanding anything else contained in these Terms of Hire, Tilt-Lift shall under no circumstances be liable to the Hirer in connection with the supply of the Equipment and Services for any loss of use, loss of profit or consequential loss, whether arising in negligence or otherwise. To the extent permitted by law, Tilt-Lift's liability to the Hirer is limited to the resupply of the Equipment or Services.

The Hirer expressly acknowledges and agrees that use of the Equipment is at the Hirer's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort remains with the Hirer. Tilt-Lift disclaims all warranties and conditions with respect to the Equipment either expressed or implied including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, or fitness for a particular purpose, to the full extent permitted by law. To the extent not prohibited by law, in no event shall Tilt-Lift be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever including commercial damages or losses arising out of or related to the Hirer's use or inability to use the Equipment however caused. To the extent permitted by law, Tilt-Lift's liability to the Hirer shall be limited to the resupply of the Equipment.

Delays Tilt-Lift shall not be liable to the Hirer for any costs, losses or damages caused by any delays in delivery or erection, which are beyond the reasonable control of Tilt-Lift.

GST If Tilt-Lift has any liability to pay the Goods and Services Tax (GST) on any Equipment or services supplied to the Hirer, the Hirer shall pay to Tilt-Lift the amount of such GST at the same time as payment is made for those goods or services including any other applicable taxes and statutory charges.