

1. Interpretation

1.1 In these terms and conditions:

- (a) 'Seller' means Altequip Pty Ltd (ACN 674 193 643) of 38 Bunya St, Eagle Farm Queensland 4009, which is the seller of the Goods.
- (b) 'Buyer' means the purchaser of the Goods.
- (c) 'Goods' means the products and, if any, services offered for sale by the Seller to the Buyer and described in the Quotation, including any Elevated Work Platform, Trailer and or Vehicle.
- (d) "Quotation" means the written or electronically generated quotation or other method used by the Seller to respond to orders or requests for Goods by the Buyer, or in the absence of any such quotation or response, then the Seller's invoice.
- (e) 'Software' means any software or firmware forming part of or embodied in the Goods.
- (f) 'User Manual' means the manual of information (in hardcopy or electronic form) in relation to the Goods.
- (g) "PPSA" means the Personal Property Securities Act 2009.
- (h) "Personal Property Securities Register" means the register established under the PPSA.
- (i) "Australian Consumer Law" consists of Schedule 2 to the Competition and Consumer Act 2010 and the regulations under section 139G of that Act.
- (j) "Costs" means the costs, charges, and expenses payable or incurred by the Seller as described in clause 4.4.
- (k) "Intellectual Property" means all and any intellectual property used or embodied in or in connection with:
 - (i) the Goods.
 - (ii) the specifications, drawings and technical documents and information relating to the Goods or its manufacture.
 - (iii) the User Manual; and
 - (iv) any outcomes arising from any configuration, development or other services and any other documentation provided to the Buyer.
- (l) "Socage" means Socage S.r.l
- (m) "Raptor" means Socage Raptor S.r.l.
- (n) "EWP Vehicle" means the EWP Vehicle onto which an elevated work platform is to be or has been installed.

1.2 Nothing in these conditions shall be read or applied so as to exclude, restrict, or modify or have the effect of excluding, restricting, or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

2. General

2.1 These terms and conditions (which shall not be varied except in writing

signed by the parties) shall exclusively govern the Quotation and the supply of Goods by the Seller to the Buyer. Any order by the Buyer shall constitute acceptance by the Buyer of these terms and conditions and agreement that these terms and conditions shall supersede and prevail over all other terms and conditions stipulated or referred to by the Buyer, including without limitation any terms and conditions contained in any order or other correspondence from or on behalf of the Buyer. These terms and conditions constitute a security agreement for the purposes of the PPSA and the Buyer has adopted or accepted this agreement in the manner described in this clause 2.1.

2.2 All Goods to be supplied by the Seller to the Buyer are as described on the Quotation, which shall prevail over all other descriptions, including without limitation any specification or enquiry of the Buyer.

2.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in question shall not be affected.

3. Seller's Quotations

3.1 Unless previously withdrawn, Quotations are open for acceptance within the period stated in them or, if no period is stated in the Quotation, then within twenty-eight (28) days of the date of the Quotation, provided that the Seller reserves the right to refuse any order based on a Quotation prior to commencing work on the order by sending written notice of refusal to the Buyer.

4. Prices

4.1 Any order by the Buyer shall constitute acceptance by the Buyer of the prices specified in the Quotation and the costs set out in this clause 4, or if prices are not specified in the Quotation, then prices and costs determined by the Seller at the date of order. All prices are strictly net unless otherwise stated and shall be subject to adjustment in accordance with clause 4.6. The Seller reserves the right to correct all typographical and clerical errors, which may be present in the prices or specifications of the Quotation.

4.2 Unless otherwise stated in the Quotation, prices are based on delivery ex-works of the Seller's premises in Eagle Farm, Queensland, Australia.

4.3 Unless otherwise stated in the Quotation, prices quoted by the Seller do not include on-road costs, including but not limited to registration, stamp duty, dealer delivery, number plates, CTP insurance or any additional costs incurred by the Seller in connection with registration, stamp duty, dealer delivery, number plates, CTP insurance at the request of or as a result of delays, acts or omissions occasioned by the Buyer and any such charges and costs shall be additional expenses to the Buyer's account.

4.4 The Buyer shall be liable for all and any costs, charges, and expenses payable or incurred by the Seller in relation to:

- (a) insurance of the Goods following the passing of risk under clause 10.1;
- (b) delays by the Buyer in the payment and/or collection of the Goods, including without limitation storage costs.
- (c) relocation of standard vehicle components, including bodywork, to allow fitting of the Goods (if any);
- (d) programming of EWP or Vehicle engine management systems (if any).
- (e) additional fuel for EWP Vehicles; or
- (f) any errors or omissions in freight rates, freight forwarding, duty, sales tax, handling, insurance premiums, cartage, packing, storage, and other charges,

Name of Document: Terms of Goods Sold	Page 1 of 6	Authorised by: Curtis Morley
Document ID: ALTTGS001		Version: 1
Document Owner: Curtis Morley		Effective Date: 16 January 2024
This document is UNCONTROLLED when printed		

and the Buyer shall pay those Costs to or at the direction of the Seller on demand by the Seller.

4.5 Payment shall be in Australian dollars unless another currency is specified in the Quotation or order accepted by the Seller.

4.6 Where the Quotation or order accepted by the Seller specifies a currency other than Australian Dollars ('quoted currency'), and the Australian Dollar has revalued against the quoted currency by five percent (5%) or more between the date of the Quotation or order and the date of invoice ('the relevant period'), the Seller may increase prices and fees specified in the Quotation or order to allow for the percentage revaluation of the Australian Dollar against the quoted currency over the relevant period, and the increased price as notified by the Seller shall be the price payable under these terms and conditions.

5. Terms of Payment

5.1 The Buyer shall pay the full price of the Goods and any other amount due to the Seller, including without limitation any Costs, ("the Price") in accordance with the Quotation, or if payment terms have not been specified in the Quotation, then the Buyer must pay the Price as follows:

- (a) 10% when the Buyer accepts the quotation.
- (b) 20% within 30 days of accepting quotation.
- (c) 70% when the Goods are to be delivered to or collected by the Buyer.

The Buyer's obligations under this clause 5.1 are in addition to and do not limit its obligations under clause 4.4 to pay any and all Costs to or at the direction of the Seller on demand by the Seller.

5.2 Payment for the Goods must be made by the Buyer to the Seller by direct bank transfer into a bank account nominated by the Seller.

5.3 Whatever the means of payment used, payment shall not be deemed to have been affected before the Seller's account has been fully and irrevocably credited.

5.4 Time for payment is of the essence. If the Buyer defaults in payment the Seller may:

- (a) demand reasonable expenses incurred as a result of the default, and interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being fixed under section 2 of the Penalty Interest Rate Act 1983 as at the date of the default.
- (b) suspend its performance of the contract until it receives payment; or
- (c) terminate the contract by notice in writing to the Seller if the Buyer has not paid the amount due within one month of the due date. The Seller shall then be entitled to compensation for, and the Buyer indemnifies the Seller against, loss the Seller has suffered arising from or in connection with the Buyer's default.

5.5 Invoices for Goods may be issued progressively in accordance with the terms of payment set out in clause 5.1 or when items or instalments of Goods are provided, delivered, or are available for collection.

5.6 Where any Quotation provides for installation, configuration, development and/or commissioning or other services, additional invoices may be issued progressively during the course of the provision by the Seller of the service or services. In the absence of any such services described in the Quotation, the Buyer agrees and acknowledges that there are no services offered for or included in the sale of the Goods and the Seller is under no obligation to provide any

services.

6. Security

6.1 If the Seller requires, the Buyer must provide a security deposit by means of a guarantee by an ADI within the meaning of the Banking Act (1959) in an amount to be agreed between the parties, but which shall not be less than 30% of the total price.

7. Use and Performance

7.1 The Buyer acknowledges and agrees that:

- (a) the manufacturer of the Goods is Socage S.r.l ("Socage") and the Buyer does and shall not hold out the Seller to the public as the manufacturer of the Goods.
- (b) it has not made known to the Seller expressly or impliedly any particular purpose for which it has acquired the Goods, including without limitation the payload requirements of the Buyer.
- (c) the Goods must only be used in accordance with the User Manual or other materials provided to the Buyer.
- (d) the Goods are sold in the form described in the Quotation and in the condition as at the date of dispatch from the Seller's premises.
- (e) the Buyer is responsible for ensuring that the Goods meet all the prudential, regulatory, and legal requirements for the purposes for which the Buyer intends to use the Goods.
- (f) all descriptions, specifications, drawings, particulars of weights and dimensions, and performance data relating to the Goods ("Specifications") have been prepared by Socage and do not form part of the contract of sale of the Goods or of the description applied to the Goods. The Seller is under no liability for failure of the Goods to attain any Specifications, and any deviation from any of the Specifications does not form grounds for any claim by the Buyer against the Seller and without limiting clause 7.2, the Buyer releases and indemnifies the Seller from and against any such claim; and
- (g) it must take out and maintain public and product liability insurance in its own name and at its own costs.

7.2 To the fullest extent permitted by law, the Buyer agrees with the Seller:

- (a) that the Seller gives no warranty or representation of uninterrupted, continuous or error free operation of the Goods or any of them.
- (b) to release the Seller from and against all claims, suits, actions, demands, losses, costs, and expenses whatsoever arising out of or in connection with the use, performance, or operation of the Goods.
- (c) to indemnify the Seller from and against all claims, suits, actions, demands, losses, costs, and expenses whatsoever arising out of or in connection with the use, performance, or operation of the Goods.
- (d) without limiting paragraphs (b), to release any servant, employee, agent, appointee, contractor, or sub-contractor of the Seller from any claims, suits, actions, demands, costs, and expenses whatsoever arising out of or in connection with the use, performance, or operation of the Goods; and
- (e) without limiting paragraph (c), to indemnify the servants, employees, agents, appointees, contractors, and sub-contractors of the Seller from and against all claims, suits, actions, demands, costs, and expenses whatsoever arising

Name of Document: Terms of Goods Sold	Page 2 of 6	Authorised by: Curtis Morley
Document ID: ALTTGS001		Version: 1
Document Owner: Curtis Morley		Effective Date: 16 January 2024
This document is UNCONTROLLED when printed		

out of or in connection with the use, performance, or operation of the Goods.

8. Intellectual Property and Software

- 8.1 The Buyer confirms and acknowledges that any and all Intellectual Property shall be and remain the sole property of the Seller, except to the extent that the Intellectual Property is and remains the property of Socage.
- 8.2 All intellectual property rights, including but not limited to the right to registered or unregistered patent or patent application, copyright, trademarks and design rights in the Goods and/or arising and created as a result of a request or with the assistance of the Buyer or under or in connection with these terms and conditions shall remain vested in and/or automatically and immediately upon creation vest in the Seller, except to the extent those intellectual property rights are and remain the property of Socage.
- 8.3 Where Software is supplied as part of the Goods, such Software shall be supplied strictly under licence by the Seller in accordance with these terms. The Seller grants to the Buyer a single, non-exclusive, non-transferable licence to use the Software only in connection with and for the operation of the Goods as described in the Quotation and/or any licensing certificate provided to the Buyer with the Goods. This licence shall not be construed, deemed, or interpreted as giving or having given to the Buyer any proprietary right in the Software.
- 8.4 The Buyer shall not in relation to the Intellectual Property, Software or any documentation associated with them, including the User Manual and any Specifications, do any of the following: copy, permit to be copied, de-compile, reverse engineer, translate, modify, disassemble, place on to the internet or any intranet, publish, decode, enhance, adapt, merge or reduce the Software into source code or any other low level language, or allow any other person or entity to use the Software.
- 8.5 The Buyer acknowledges that the Goods were not acquired for the purpose of re-supply or hire, and the Buyer agrees to release and indemnify the Seller from any claims, demands, costs or expenses arising from the Buyer's breach of the licence to use the Software in accordance with these terms.

9. Shipping and Delivery

- 9.1 Unless the Quotation makes express provision to the contrary, goods shall be delivered Ex Works (EXW) of the Seller's premises in Eagle Farm, Queensland, Australia (Delivery).
- 9.2 Delivery of the Goods is not required until the Buyer has paid the Price and all Costs in full.
- 9.3 The cost of any special packing and packing materials used in relation to the Goods are at the Buyer's expense notwithstanding that such cost may have been omitted from any Quotation.
- 9.4 Any Delivery times made known to the Buyer are estimates only and the Seller is not liable for any loss, damage or delay occasioned to the Buyer. The Buyer agrees to release the Seller from and against all claims, suits, actions, demands, losses, costs, and expenses whatsoever arising from late Delivery or non-Delivery of the Goods, however caused.
- 9.5 The Seller reserves the right to make a reasonable charge for storage if Delivery instructions are not provided by the Buyer within seven (7) days of a request by the Seller for such instructions. The parties agree that the Seller may charge for storage from the first day after the Seller requests the Buyer to provide Delivery instructions. The storage of the Goods shall be at the risk and expense of the Buyer. The Seller shall also, if the Buyer so requires, insure the Goods at the Buyer's expense.
- 9.6 If the Buyer fails to accept Delivery at the delivery time:
- (a) it shall nevertheless pay any part of the Price which becomes due on Delivery, as if Delivery had taken place; and

- (b) the Seller may by notice in writing require the Buyer to accept Delivery within a final reasonable period and if the Buyer fails to accept Delivery within such period, the Seller may by notice in writing terminate the contract in whole or in part. The Seller shall then be entitled to compensation for, and the Buyer indemnifies the Seller against, loss the Seller has suffered arising from or in connection with the Buyer's default.

9.7 If the Buyer requires carriage to the Buyer's address rather than Delivery, then:

- (a) shipping, handling and all applicable charges, duties and taxes necessarily incurred in shipping to the delivery address are additional costs to be paid by the Buyer, unless otherwise expressly stated in the Quotation.
- (b) the Seller retains the right to charge cost plus twenty five percent (25%) plus any applicable duties and taxes for arranging carriage to the Buyer's delivery address.
- (c) it is the responsibility of the Buyer to know and comply with all applicable laws, ordinances, rules, regulations, and other requirements relating to the importation, carriage, or shipment of the Goods. The Buyer agrees to release and indemnify the Seller from and against all claims, suits, actions, demands, losses, costs, and expenses whatsoever, including without limitation action taken or fines and/or penalties assessed by any governmental authority against the shipment, arising by virtue of the failure of the Buyer to comply with applicable laws, regulations, or requirements thereof.
- (d) the Seller shall be entitled to recover amounts from the Buyer on demand which arise from any errors or omissions in freight rates, freight forwarding, duty, sales tax, handling, insurance premiums, cartage, packing, storage, and other charges.
- (i) insurance coverage will be obtained only upon express instructions given by the Buyer and accepted in writing by the Seller and all insurances effected by the Seller are subject to the usual exceptions and conditions of policies of the insurance company or underwriters taking the risk. The cost of obtaining any insurance coverage in relation to the Goods is additional expense at the Buyer's account notwithstanding that such cost may have been omitted from any Quotation.
- (e) the Seller is not responsible to the Buyer or any person claiming through the Buyer for any loss or damage to Goods in transit caused by any event of any kind by any person (whether or not the Seller is legally responsible for the person who caused or contributed to that loss or damage); and
- (f) the Seller must provide the Buyer with such assistance as may be necessary to press claims on carriers so long as the Buyer:
- (i) has notified the Seller and the carriers in writing immediately after loss or damage is discovered on receipt of Goods; and
- (ii) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the Goods.

10. Passing of Risk and Title

- 10.1 Risk of loss or damage to the Goods shall pass to the Buyer when the Goods have passed the ship's rail at the port of destination, and the Buyer shall be responsible for taking out and maintaining public and product liability insurance in its own name and at its own costs on and from this time.

Name of Document: Terms of Goods Sold	Page 3 of 6	Authorised by: Curtis Morley
Document ID: ALTTGS001		Version: 1
Document Owner: Curtis Morley		Effective Date: 16 January 2024
This document is UNCONTROLLED when printed		

10.2 The property of the Seller in the Goods remains with the Seller until the Seller has been paid in full for all Goods under all individual contracts for the supply of Goods between the Seller and the Buyer.

11. Vehicle

11.1 The Buyer acknowledges and agrees that:

- (a) it will, in consultation with the Seller and Socage, select the EWP Vehicle, but the Seller is not liable for selection of the EWP Vehicle or any failure of the EWP Vehicle to meet the requirements of the Buyer.
- (b) any EWP Vehicle specifications or drawings, including but not limited to weight and load distributions and capacities provided by the Seller to the Buyer (Vehicle Specifications) relies upon information provided by the Buyer, Socage and the EWP Vehicle manufacturer and the Seller is not liable for the EWP Vehicle Specifications or any failure of the EWP Vehicle to meet the Vehicle Specifications.
- (c) it releases the Seller from any claims, demands, actions or proceedings arising from or in connection with the selection of the EWP Vehicle or the Vehicles Specifications,

and the terms of this clause 11.1 are in addition to and do not limit the Buyer's acknowledgements and agreement set out in clause 7, clause 14 and clause 11.3.

11.2 The Seller does not make any warranty, nor shall it be liable in relation to the operation, condition, specifications, performance, or usability of the EWP Vehicle, nor for any defect in or with the EWP Vehicle.

11.3 The Buyer shall release the Seller from any against any claim, loss or liability of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same) however suffered or incurred by the Buyer arising from the installation of an elevated work platform on a the EWP Vehicle or from the use or performance of the EWP Vehicle after installation of an elevated work platform, including without limitation, any loss or damage for personal injury, property damage or death or arising from any failure to comply with applicable laws, regulations or requirements or any alteration of the condition, specifications, performance or usability of the EWP Vehicle.

12. Liability for Defects

12.1 The Seller's liability for the Goods is limited to the scope of the warranty provided by Socage, as set out in this clause 12, and is the only guarantee given to the Buyer in respect of the Goods.

12.2 The Seller agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to the Seller under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable and Socage agrees to the assignment.

12.3 Pursuant to the provisions of clauses 13.1 to 13.8 inclusive, the Seller will use reasonable endeavors to procure Socage to remedy any defect or nonconformity resulting from faulty design, materials or workmanship in respect of which Socage is liable (Defects).

12.4 Socage's and the Seller's liability is limited to Defects which appear within a period of one year from delivery. If the daily use of the Goods exceeds that which is agreed, this period shall be reduced proportionately.

12.5 The Buyer shall without undue delay notify the Seller in writing of any Defect which appears.

- (a) The notice shall contain a description of the Defect.

(b) If the Buyer fails to notify the Seller in writing of a Defect within the time limits set forth in clause 12.4, it loses its right to have the Defect remedied.

(c) Where the Defect is such that it may cause damage, the Buyer shall immediately inform the Seller in writing. The Buyer shall bear the risk of damage resulting from his failure so to notify.

13. Repair

13.1 On receipt of the notice under clause 12.5, the Seller shall use reasonable endeavors to procure Socage to remedy the Defect without undue delay and at Socage's own cost:

- (a) repair shall be carried out at the Seller's nominated premises unless Socage deems it appropriate that the defective part or the Goods are returned to it for repair or replacement.
- (b) Socage is obliged to carry out dismantling and re-installation of the part if this requires special knowledge. If such special knowledge is not required, Socage (and the Seller) have fulfilled its obligations in respect of the Defect when it delivers to the Buyer a duly repaired or replaced part.

For avoidance of doubt, the Seller is not liable to remedy the Defect or pay the costs of any remedy.

13.2 If the Buyer has given such notice as mentioned in clause 12.5 and no Defect is found for which Socage is liable, the Seller shall be entitled to compensation for the costs that it and Socage have incurred as a result of the notice.

13.3 The Buyer shall at its own expense arrange for:

- (a) delivery of the part or the Goods to the Seller's premises for the purposes of inspection and to remedy any Defect for which Socage is liable; and
- (b) any dismantling and reassembly of equipment other than the Goods, to the extent that this is necessary to remedy the Defect.

13.4 If Socage deems it appropriate that the defective part or the Goods are to be returned to it for repair or replacement, then the necessary transport of the Goods and/or parts thereof to and from Socage in connection with the remedying of Defects for which Socage is liable shall be at the risk and expense of Socage. The Buyer shall follow Socage's (and the Seller's) instructions regarding such transport.

13.5 If the Buyer wishes to have any Defect remedied at its premises or as it directs, then the Buyer shall bear the cost of the transport of the part, and/or the costs associated with having an authorised representative of the Seller or Socage attend the location at which the Buyer wishes to have the Defect remedied.

13.6 To the extent that there are any additional costs which Socage or the Seller incurs for repair, dismantling, installation, and transport of the Goods which are unrelated to the Defect, then the Buyer shall reimburse Socage or the Seller for those costs (as the case requires).

13.7 Defective parts which have been replaced shall be made available to Socage and/or the Seller by the Buyer and shall be Socage's property.

13.8 If, within a reasonable time, Socage does not fulfil its obligations under clause 13.1, the Buyer may by notice in writing to the Seller fix a final time for completion of Socage's obligations:

- (a) if Socage fails to fulfil its obligations within such final time, the Buyer may itself undertake or request the Seller to undertake or employ a third party to undertake necessary remedial works at the risk and expense of Socage.
- (b) where successful remedial works have been undertaken by the Buyer

Name of Document: Terms of Goods Sold	Page 4 of 6	Authorised by: Curtis Morley
Document ID: ALTTGS001		Version: 1
Document Owner: Curtis Morley		Effective Date: 16 January 2024
This document is UNCONTROLLED when printed		

or a third party, the Seller shall procure reimbursement by Socage of reasonable costs incurred by the Buyer in full settlement of Socage's liabilities for the said defect.

For avoidance of doubt, the Seller is not liable to undertake remedial works or reimburse the Buyer for the reasonable costs incurred by the Buyer to undertake the remedial work.

14. Limitation of Liability

14.1 Socage (and the Seller) is not liable for defects arising out of materials provided, or a design stipulated or specified by the Buyer.

14.2 Socage (and the Seller) is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Goods.

(a) Socage's (and the Seller's) liability does not cover defects which are caused by faulty maintenance, incorrect erection, or faulty repair by the Buyer, or by alterations carried out without Socage's and the Seller's consent in writing.

(b) Socage's (and the Seller's) liability does not cover normal wear and tear or deterioration.

14.3 Save as stipulated in clauses 12.3 and 12.4, Socage (and the Seller) shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss.

14.4 To the extent permitted by law:

(a) the Seller shall not be liable for:

(i) any damage to property caused by the Goods after it has been delivered and whilst it is in the possession of the Buyer.

(ii) any damage to products manufactured by the Buyer, or to products of which the Buyer's products form a part.

(iii) loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

(b) if the Seller incurs liability towards any third party for loss or damage as described in the preceding paragraph, the Buyer shall indemnify, defend and hold the Seller harmless.

(c) the limitation of the Seller's liability in 14.4(a) shall not apply where the Seller has been guilty of gross negligence.

14.5 The Seller is not liable for, and the Buyer releases the Seller from any claims in respect of faulty or defective design or assembly of any Goods supplied unless such design or assembly has been wholly prepared by the Seller and the responsibility for any claim has been specifically accepted by the Seller in writing. In any event the Seller's liability under this paragraph is limited strictly to the replacement of defective parts in accordance with clauses 13.1 to 13.8 of these conditions.

14.6 Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability, or fitness of the Goods for any purpose or as to design, assembly, installation, materials, or workmanship, use and analysis or otherwise are expressly excluded. The Seller is not liable for physical or financial injury, loss, or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation, or operation of the Goods or arising out of the Seller's negligence or in any way whatsoever.

14.7 The Seller's liability for a breach of any consumer guarantees under Part 3.2, Division 1 of the Australian Consumer Law, or similar condition or warranty implied by State legislation, is limited to:

(a) in the case of goods, any one or more of the following:

(i) the replacement of the goods or the supply of equivalent goods.

(ii) the repair of the goods.

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired,

(b) in the case of services or software:

(i) the supplying of the services or software again; or

(ii) the payment of the cost of having the services or software supplied again.

14.8 The Seller's liability under section 274 of the Australian Consumer Law, or similar section in State legislation, is expressly limited to a liability to pay to the Buyer an amount equal to:

(a) the cost of replacing the Goods.

(b) the cost of obtaining equivalent Goods; or

(c) the cost of having the Goods repaired, Whichever is the lesser amount.

15. Rights in relation to the Goods

15.1 In connection with the Goods while they remain the property of the Seller, the Buyer agrees with the Seller that:

(a) the Buyer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Seller owes to the Buyer.

(b) the Buyer cannot claim any lien over the Goods.

(c) the Buyer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by the Seller.

(d) where the Buyer is in actual or constructive possession of the Goods:

(i) the Buyer will not deliver them or any document of title to the Goods to any person except as directed by the Seller; and

(ii) it is in possession of the Goods as a bailee of those Goods and owes the Seller the duties and liabilities of a bailee.

15.2 In connection with the Goods, the Seller states to the Buyer that:

(a) the Seller has the right to supply the Goods to the Buyer.

(b) if the Goods are not owned by the Seller, that the Seller is authorised to supply the Goods to the Buyer.

15.3 The Seller and the Buyer agree that:

(a) the Buyer is a bailee of the Goods until such time as property in them passes to the Buyer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full.

(b) if the Buyer disposes (whether by sale, lease or otherwise) of the Goods including the EWP Vehicle to which the Goods have been affixed ("EWP Vehicle") before payment in full for all Goods under all individual contracts for the supply of Goods between the Seller and the Buyer, then:

(i) the proceeds from the disposal of the Goods or EWP Vehicle are also the property of the Seller and the Buyer holds those proceeds on trust for and as agent of the Seller immediately when they are receivable or are received.

(ii) the Buyer must either pay the amount of the proceeds arising from the disposal of the Goods or EWP Vehicle to the Seller immediately when they are received or pay those proceeds into an account with a bank or a financial

Name of Document: Terms of Goods Sold		Page 5 of 6	Authorised by: Curtis Morley	
Document ID: ALTTGS001			Version: 1	
Document Owner: Curtis Morley			Effective Date: 16 January 2024	
This document is UNCONTROLLED when printed				

institution or deposit-taking institution as trustee for the Seller.

(c) the interest granted by the Buyer in favor of the Seller in the Goods and proceeds described in this clause 15.3 is a security interest for the purposes of the PPSA and the Seller may in its sole and absolute discretion register the security interest(s) on the Personal Property Securities Register in any manner considered appropriate by the Seller (including a single registration in relation to all Goods to be supplied to the Buyer and any proceeds from the disposal thereof);

(d) the Buyer shall provide the Seller with all information and assistance the Seller requires to register the security interest on the Personal Property Securities Register.

(e) the Buyer hereby waives its rights under section 157 of the PPSA to receive a notice in relation to the registration of the security interest by the Seller on the Personal Property Securities Register.

(f) any time the Buyer makes a payment to the Seller, irrespective of whether the payment is made under or in connection with these terms and conditions, the Seller may apply that payment:

(i) first, to satisfy any obligations that are not secured.

(ii) second, to satisfy any obligations that are secured but not by purchase money security interests (as that term is defined in the PPSA).

(iii) third, to satisfy any obligations that are secured by purchase money security interests using proceeds from the sale of the collateral subject to that purchase money security interest; and

(iv) fourth, to satisfy any obligations that are secured by purchase money security interests using funds or proceeds from any source,

or, despite the foregoing, any manner the Seller in its sole and absolute discretion sees fit.

(g) nothing in this clause 15.3 limits, prejudices or waives any rights of the Seller under the PPSA, including without limitation the continuation of the Seller's security interest in the Goods after they become an accession to the EWP Vehicle or give rise to proceeds, or the attachment and perfection of the Seller's security interest to or in those proceeds; and

(h) for avoidance of doubt, the Seller does not and has not by these terms and conditions expressly or impliedly authorised the disposal of the Goods by the Buyer.

15.4 Pending payment in full for the Goods, the Buyer:

(a) must not allow any person to have or acquire any security interest in the Goods.

(b) must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carries on business.

(c) must not remove, deface, or obliterate any identifying plate, mark, or number on any of the Goods.

15.5 To the extent permitted by section 115(1) and section 115(7) of the PPSA, the following provisions of the PPSA will not apply to the enforcement of a security interest arising under these terms and conditions:

(a) section 95 (notice of removal of accession), to the extent that it requires the secured party to give a notice to the grantor.

(b) section 96 (when a person with an interest in the whole may retain an accession).

(c) subsection 121(4) (enforcement of liquid assets—notice to grantor).

(d) section 125 (obligation to dispose of or retain collateral).

(e) section 127 (seizure by higher priority parties – notice).

(f) subsection 129(2) & (3) (disposal by purchaser – method & notice)

(g) section 130 (notice of disposal), to the extent that it requires the secured party to give a notice to the grantor.

(h) section 132 (secured party to give statement of account).

(i) subsection 132(3)(d) (contents of statement of account after disposal).

(j) subsection 132(4) (statement of account if no disposal).

(k) subsection 134(2) (proposal of secured party to retain collateral).

(l) section 135 (notice of retention of collateral).

(m) subsections 136(3), (4) or (5) (retaining collateral free of interest).

(n) section 137 (persons entitled to notice may object to proposal).

(o) section 142 (redemption of collateral).

(p) section 143 (reinstatement of security agreement).

16. Returns and Cancellations

16.1 The Seller is not under any duty to accept Goods returned by the Buyer and will do so only on terms to be agreed in writing in each individual case.

16.2 If the Seller agrees to accept returned Goods from the Buyer under clause 16.1, the Buyer must return the Goods to the Seller at the Seller's place of business as set out in the Quotation or otherwise as specified by the Seller in writing.

16.3 No order may be cancelled except with consent in writing and on terms which will indemnify the Seller against all losses.

17. Force Majeure

17.1 The Seller shall not be liable for any failure or delay in performance of its obligations under a Quotation or these terms and conditions due to any force majeure event such as, but not limited to, an Act of God, weather of exceptional severity, refusal of licence (other than as a result of any act or omission of a party) or other Government act or omission, war, military operations, pandemic, riot, fire, explosion, accident, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, lockouts, the act or omission of any party for whom the Seller is not responsible or any other cause beyond its reasonable control. A force majeure event shall not exempt the Buyer from any obligation under a Quotation or these terms and conditions, including without limitation the obligation to accept, take delivery of or pay for any Goods.

18. Notices

18.1 Any notice required or authorised to be given or served on a party under these terms shall be in writing and delivered personally, by pre-paid registered letter, by electronic mail addressed to the relevant party as set out in the Quotation.

18.2 Notice shall be deemed given on the date of personal delivery, within the three (3) days of mailing, or if by e-mail upon receipt of a successful delivery notification to the sender's inbox.

19. Governing Law

19.1 This Agreement shall be governed by and construed according to the law of Queensland, Australia, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland, Australia.

Name of Document: Terms of Goods Sold	Page 6 of 6	Authorised by: Curtis Morley
Document ID: ALTTGS001		Version: 1
Document Owner: Curtis Morley		Effective Date: 16 January 2024
This document is UNCONTROLLED when printed		