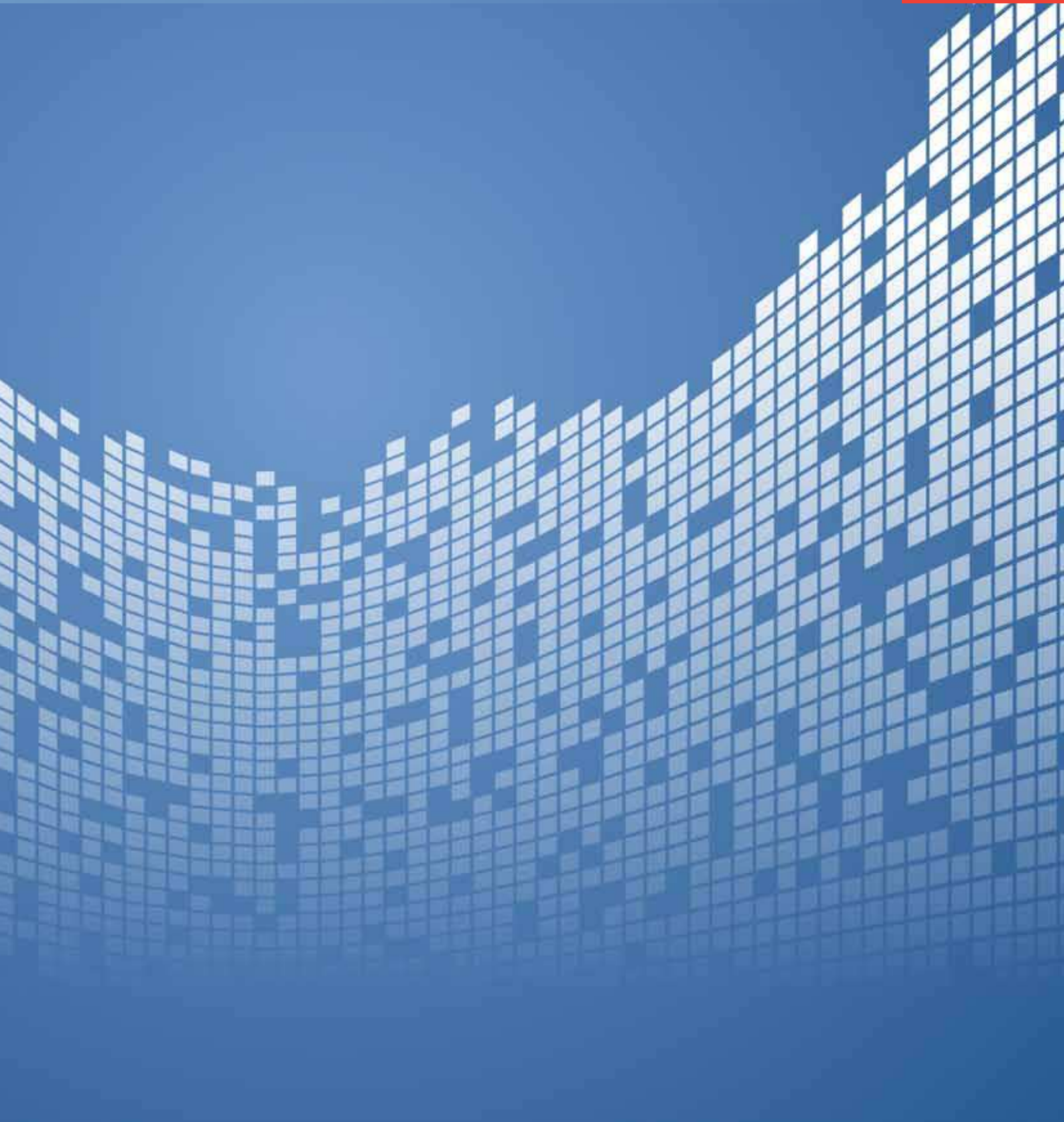


ALLCASS TERMS OF BUSINESS BOOKLET  
Effective Date: 16 May 2012

VERSION ATB2012-01



## ALLCLASS TERMS OF BUSINESS BOOKLET VERSION ATB2012—01

VERSION ATB2012—01

This is the Allclass Terms of Business Booklet Version ATB2012—01 with effective date 16 May 2012. This booklet contains certain terms and conditions that are applicable to various types of dealings with and/or circumstances involving Postville Pty Ltd ('Allclass') on and from 16 May 2012. This booklet is available on request or on [allclass.com.au](http://allclass.com.au). For the avoidance of doubt, the terms and conditions herein apply unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice. For the avoidance of doubt, this booklet does not necessarily contain all terms and conditions applicable to all dealings with and/or circumstances with Allclass, and other terms and conditions may apply to certain dealings with and/or circumstances with Allclass. The terms and conditions contained in this booklet are listed in the table of contents of this booklet.

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**1. Application.**

(1) Any offer, sale and/or supply, and/or any agreement to sell and/or supply, by Postville Pty Ltd ABN 23 057 201 626 ("Allclass") to any person (the "Customer") on or after 16 May 2012, any goods (whether new, used or otherwise) and any goods incidental thereto (together referred to herein as the "Goods", and where the context requires, includes any part thereof, and any replacement goods) (such offer, sale and/or supply, and/or agreement to sell and/or supply, of such Goods being referred to herein as the "Supply of Goods"), and/or any services and any services incidental thereto (together referred to herein as the "Services", and where the context requires, includes any part thereof, and any replacement services) in relation to certain goods (the "Serviced Goods") or otherwise (such offer, sale and/or supply, and/or agreement to sell and/or supply, of such Services being referred to herein as the "Supply of Services"), except any goods and/or services that are offered and/or supplied, and/or are agreed to be offered and/or supplied, by way of hire, rental, loan, demo and/or lease by Allclass to the Customer, shall be subject to these terms and conditions being the "Allclass Terms of Sale & Service Version ATSS2012-01" with effective date 16 May 2012 (the "Terms"), (available upon request or at [allclass.com.au](http://allclass.com.au)) unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer. (2) Without limitation to the foregoing: (a) any offer and/or agreement by Allclass to sell and/or supply Goods to a Customer shall be subject to a prior sale, and/or availability, of such Goods; and (b) any offer by Allclass to sell and/or supply Goods and/or Services to a Customer shall be revocable and shall expire on the earlier of: (i) 30 days after it is made; (ii) the time Allclass revokes such offer; and (iii) such other time as Allclass specifies in such offer. (3) For the avoidance of doubt, any reference herein to using the Goods and/or the Serviced Goods (together referred to herein as the "Relevant Goods", as applicable) includes a reference to (as the case may be) operating, maintaining, repairing, working or being on or near, storing, loading, unloading, transporting, carrying, installing, erecting, assembling, disassembling and/or any other form of using the Relevant Goods whatsoever. (4) For the purposes of these Terms: (i) the "Supply" means the Supply of Goods and/or the Supply of Services; (ii) an "Insolvency Event" means an event where: (a) the Customer, any of its related parties and/or a guarantor (a "Guarantor") of any of the Customer's and/or any of its related parties' obligations in favour of Allclass and/or any of its related parties is (whether deemed by law or otherwise), or states that (or in effect states that), it is unable to pay its debts as and when they fall due; (b) if any step is taken by any person in relation to the winding-up, dissolution, bankruptcy, administration, re-organisation or other similar process of, and/or the appointment of a liquidator, official trustee in bankruptcy, receiver, administrative receiver, administrator, or other similar officer of, and/or the enforcement of any security over any assets of, and/or any enforcement of any guarantee in relation to, the Customer, any of its related parties and/or a Guarantor; (c) the Customer, any of its related parties and/or a Guarantor ceases to carry on business; and/or (d) any other similar or analogous event; (iii) a reference to a "person" herein means any person, partnership, organization, company, corporation, trust or any other entity whatsoever; and (iv) where two or more persons constitute the Customer in relation to the Supply, each such person shall be liable as the Customer hereunder jointly and severally.

**2. Payment.**

(1) In relation to a Supply of Goods, upon the Customer giving Allclass a purchase order and/or a signed quotation, or upon the Customer otherwise agreeing to purchase, and/or requesting to be supplied with, Goods from Allclass (whether in writing and/or verbally), the Customer agrees to pay Allclass the full purchase price (including GST) for such Goods that is acceptable to Allclass (and which is available upon request) and the Customer agrees to fully perform any other obligations that the Customer owes Allclass in connection with such Supply of Goods (including but not limited to the delivery of any related trade in goods): (a) prior to delivery of the Goods to the Customer by Allclass, or, (b) if earlier, no later than three (3) business days after the Customer is notified by Allclass that the Goods are ready for delivery. (2) In relation to a Supply of Services, the Customer agrees to: (a) pay Allclass for labour incurred in connection with such Supply of Services at Allclass's full retail hourly labour rate applicable at such time available upon request, plus a 15% surcharge for work carried out outside 8am to 5pm on a normal weekday; and (b) for Services for which Allclass has a fixed service rate schedule available upon request, pay Allclass the relevant fixed service rate as applicable at such time, plus a 15% surcharge for work carried out outside 8am to 5pm on a normal weekday. Payment is to be made by the Customer in relation to the Supply of Services to Allclass immediately upon the earlier of: (a) Allclass charging and/or invoicing the Customer for same; (b) Allclass's completion of the relevant Services, and, (c) if and to the extent requested by Allclass, as and when Allclass requests. (3) The Customer agrees to pay any deposits for and/or in connection with the Supply as and when Allclass requests. The Customer acknowledges that any deposits paid to Allclass in relation to the Supply shall be deemed to be non-refundable. (4) Allclass may charge the Customer, and the Customer shall immediately on demand pay Allclass, interest on any outstanding or late payments by the Customer under and/or in connection with the Supply which shall accrue on a daily basis at any of the following rates, as determined by Allclass: (a) a per annum rate that is 4% above the cash rate of the Reserve Bank of Australia at the given time; (b) the interest rate applying to debt under judgments or orders of the Supreme Court of Queensland; or (c) 10% per annum. (5) All payments by the Customer under and/or in connection with the Supply must be made by way of cleared funds by direct deposit into Allclass's nominated bank account, or in the manner as directed by Allclass. The Customer irrevocably authorises Allclass to process payments of any amounts owing to Allclass on the Customer's (and/or a nominated person's) credit and/or debit card at any time without notice. The Customer represents that it has authority to give this authority in relation to credit or debit cards not in its name. (6) Allclass may (if it elects to do so in its sole discretion) raise any set-off or counterclaim which may be available under or in connection with the Supply, in satisfaction or reduction of any amount or obligation owing by Allclass (and/or any of its related parties) to the Customer (and/or any of its related parties) under any agreement or matter or thing whatsoever. However, the right of set-off or counterclaim is not available to the Customer (nor any of its related parties) in connection with the Supply. (7) Allclass may charge the Customer, and the Customer shall immediately on demand pay Allclass, charges (at prices and/or

rates applicable at such time and available on request) for any goods and/or consumables supplied and/or consumed by Allclass, and/or any cleaning, storage, handling, transport, carry, administration, debt recovery, insuring and/or other labour or work carried out or incurred by Allclass as a result of and/or in connection with: (a) the Goods and/or Services; (b) the Supply; (c) a Default; and/or (d) an Insolvency Event.

**3. Delivery.**

(1) For the avoidance of doubt, the Customer agrees that Allclass shall not be liable for any delay in, and/or the cancellation of, the delivery or supply of the Goods and/or Services as a result of a Relevant Event (defined below). (2) In relation to the Supply of Goods, the point of delivery of the Goods is the relevant branch or place of business of Allclass (the "Allclass Place of Business") from which it is intended that the relevant Goods is to be collected by, or carried or transported to, the Customer (or the person nominated by the Customer) for the purposes of delivery of such Goods to the Customer (whether or not Allclass carries out or arranges the transport of the Goods to the Customer) and delivery of the Goods shall be taken to occur on the earlier of: (a) the Customer taking (or if applicable, having) possession and control of the Goods; (b) the Goods leaving the Allclass Place of Business for the purposes of being delivered to the Customer (whether or not Allclass carries out or arranges the transport of the Goods to the Customer); and (c) three (3) business days after Allclass has notified the Customer that the Goods are ready for delivery. The Customer must take, and be willing and able to take, possession and control of the Goods immediately upon Allclass giving notice to the Customer that the Goods are ready for delivery. (3) In relation to the Supply of Goods, Allclass is not obliged to accept for credit the return of any Goods unless it has given its prior written express consent to such return. Without limitation to the foregoing, the Customer agrees that if Allclass agrees to the return of any Goods, or if any goods and/or services (including but not limited to any specially procured goods and/or services) are ordered by Allclass from its suppliers in order to supply the Customer the Goods, and the Customer subsequently cancels its order for such Goods, then, without limitation to Allclass's rights at law and/or equity, the Customer must pay Allclass the higher of: (a) 50% of the full purchase price for the Goods, and (b) such higher amount as Allclass notifies the Customer in writing. If Allclass agrees to any return of Goods, such return is subject to Allclass receiving such Goods with full title guarantee, free from any encumbrances (registered or otherwise) and in a condition satisfactory to Allclass in Allclass's sole discretion.

**4. Method of Work.**

The Customer acknowledges and agrees that in relation to the Supply of Services: (1) any specified or estimated timeframes, or any specified estimates or quotes provided by Allclass for or in relation to the Services are indicative only and are not guaranteed. The Customer will be liable for Services even if amounts payable are greater than any estimates or quotes provided. Allclass will not be liable even if Services have taken longer than specified or estimated time frames; (2) Allclass, without incurring any liability whatsoever to the Customer as a result: (a) reserves to itself the liberties as to the means and procedures to be followed when providing the Services; (b) may in its sole discretion, at any time (and with or without notice to the Customer), depart from any Customer instructions and/or any usual and/or customary manner and/or method in providing the Services; and (c) may in its sole discretion at any time (and with or without notice to the Customer), determine whether or not to install goods (up to any value) into the relevant Serviced Goods, supply goods (up to any value) together with the relevant Services and/or provide additional services (up to any value) which Allclass considers is reasonably necessary to carry out the originally requested Services and upon Allclass making such determination, the Customer will be taken to agree to purchase such additional goods and/or additional services (whether the Customer has notice of, or agreed to, such determination or not) subject to these Terms; (3) Allclass may, and Allclass is irrevocably authorised by the Customer to, in Allclass's sole discretion and without notice to the Customer, arrange for, and/or enter into an agreement with, any third party to carry out part and/or all of the Services at any time and Allclass shall not be liable for any Losses that Allclass, the Customer and/or any other person whosoever incurs in connection with such work carried out by such third party; (4) Allclass may, and the Customer hereby irrevocably authorises Allclass to, carry out all or any part of the Services at any location as Allclass may determine from time to time in its sole discretion (with or without notice to the Customer); (5) where Allclass carry out the Services at a location nominated or directed by the Customer (and/or any of its related parties), the Customer represents and warrants, and agrees to ensure at all times that, Allclass is irrevocably authorised and is permitted to enter such premises to carry out the Services and exercise its rights hereunder at such premises; (6) the Services shall be deemed to be completed as and when Allclass determines. Allclass's obligation to return the Serviced Goods after the Services is completed shall be deemed to be discharged immediately upon the earlier of: (a) the Customer taking (or if applicable, having) possession and control of such Serviced Goods; and (b) upon Allclass notifying the Customer that the Services have been completed; (7) Allclass is irrevocably authorised and permitted to carry out the Services on the Serviced Goods and/or otherwise; (8) at all times during which the Serviced Goods are in Allclass's possession and control (such time being the "Holding Period"), the Customer is the owner of the Serviced Goods, and/or is irrevocably permitted to and has the express authority to request the Services to be carried out in relation to the Serviced Goods; and (9) at all times during the Holding Period, the Customer (and if the Customer is not the owner of the Serviced Goods (the "Owner"), then the Customer for and on behalf of the Owner) shall be taken to grant a general lien (the "Serviced Goods Lien") over the Serviced Goods (as well as any other goods of the Customer that Allclass has in its possession and/or control) in favour of Allclass as security for all amounts and/or obligations owing and/or due and payable by the Customer, the Owner (and/or any of their respective related parties) to Allclass (and/or any of its related parties), whatsoever, howsoever arising, and at any time there are such amounts and/or obligations owing and/or due and payable to Allclass, Allclass shall be entitled to (and is hereby irrevocably authorised to) dispose such Serviced Goods and apply the proceeds thereof in or towards payment or discharge of such amounts and/or obligations owing and/or due and payable to Allclass at any time (as well as any costs related to such disposal) and upon accounting to the Customer for any balance of proceeds remaining (if any), Allclass shall

be discharged from any liability as to the disposal of such Serviced Goods in such circumstances.

**5. Risk.**

(1) In relation to the Supply of Goods, risk in connection with the Goods passes to the Customer upon the earlier of (such time being the "Customer Risk Start Time"): (a) the delivery of such Goods to the Customer; (b) the time such Goods leaves the Allclass Place of Business for the purposes delivery to the Customer (even if Allclass and/or its agents carries or transports the Goods to a location nominated by the Customer); and (c) three (3) business days after the Customer is notified by Allclass that the Goods are ready for delivery. (2) In relation to the Supply of Goods, without limitation to the foregoing, the Customer (and not Allclass) shall be liable for any losses, damages, injury, death, theft, liabilities (including but not limited to liabilities in respect of all claims, demands, actions, suits, proceeds and costs), costs, fees, fines, expenses, charges, taxes (including but not limited to any GST or duty) and/or any other losses whatsoever, howsoever arising, whether direct or indirect, (including but not limited to any loss of revenue or income or profits, any rental or acquisition of substitute equipment, any legal fees and internal costs and charges, including but not limited to transport, cleaning, storage, handling and other charges) (together, the "Losses"), that is incurred by Allclass, the Customer and/or any other person whosoever from and including the Customer Risk Start Time that relates to or is connected with the Goods or the use thereof (the "Goods Related Loss"), including but not limited to any loss or damage to the Goods or any other property or any person. (3) In relation to the Supply of Goods, the Customer must ensure the Goods are insured with a reputable insurer for fire, flood, storm, theft, loss, accident, collision, earthquake and general damage as well as all other usual risks and for an amount equal to the full purchase price of the Goods payable by the Customer, and that Allclass has a beneficial interest in such insurance and such interest is noted on such insurance policy, for the period of time from the Customer Risk Start Time to when title in the Goods transfers to the Customer and the Customer must immediately upon request provide Allclass with evidence of such insurance. Notwithstanding this, Allclass are entitled to any insurance proceeds payable by an insurance company to the Customer in connection with such risks relating to the Goods (and for the avoidance of doubt, these Terms are conclusive evidence of such entitlement). (4) In relation to the Supply of Services, risk in or in connection with any relevant Serviced Goods, remains with the Customer (and not Allclass) at all times before, during the Holding Period. Without limitation to the foregoing, Allclass is not responsible for any Losses that are incurred at any time before, during and/or after the Holding Period, by Allclass, the Customer and/or any other person whosoever that relates to and/or is connected with the Serviced Goods or the use thereof (the "Serviced Goods Related Loss"), including but not limited to any loss or damage to the Serviced Goods or any other property or any person. For the avoidance of doubt, Allclass is not required to insure the Serviced Goods for any Serviced Goods Related Loss. (5) The Customer agrees and acknowledges that Allclass and any of its related parties are not at any time whatsoever a common carrier and shall not be liable as such (whether or not they store, handle, carry or transport any Relevant Goods at any time). (6) In relation to the Supply of Goods, risk in connection with any related trade-in goods passes from the Customer to Allclass upon the latter of: (a) the time at which title in the Goods transfers to the Customer; (b) the time at which Allclass receives the possession and control of the related trade in goods; and (c) the time at which full title guarantee, free from any encumbrances (registered or otherwise) in the related trade-in goods transfers from the Customer to Allclass.

**6. Retention of Title and PPSA**

(1) In connection with the Supply of Goods, notwithstanding anything in these Terms or any other document or agreement whatsoever, neither title nor any interest in the Goods supplied by Allclass to the Customer shall transfer to the Customer (even if the Goods are supplied to the Customer on credit) until the latter of the time when: (a) the Customer has paid Allclass by way of cleared funds all amounts owing and/or due and payable by the Customer to Allclass for such Goods; and (b) the Customer has met and/or discharged all other obligations owing and/or due and payable by the Customer to Allclass in respect of such Supply of Goods (including without limitation, ensuring Allclass receives into its possession and control any related trade-in goods, with full title guarantee and free from any encumbrances (registered or otherwise), and in a condition satisfactory to Allclass in Allclass's sole discretion). (2) In connection with the Supply of Goods, until the time at which title in the Goods transfers from Allclass to the Customer, the Customer agrees that: (a) the Goods supplied shall be held by the Customer for Allclass as bailee; (b) the Customer shall store the Goods, including other goods into which the supplied Goods has been mixed, in such a manner as to show clearly that the supplied Goods are the property of Allclass; (c) the Customer shall immediately upon Allclass's demand return such Goods to Allclass in the same condition the Goods were in at the time of supply to the Customer, at the Customer's cost and expense (and the Customer agrees that a failure to return the Goods to Allclass in such circumstances, can be a criminal theft and may be immediately reported to the Police); (d), Allclass (and its agents) is entitled to, and the Customer irrevocably authorises Allclass (and/or its agents) to (and the production of these Terms is conclusive evidence of such authority), enter the Customer's premises (and/or any other premises at which the Goods may be located) at any time without notice, to take such steps as are necessary (including but not limited to accessing, entering, using, moving and/or operating the Customer's premises and/or property, and/or any other premises and/or property that the Customer has a right (whether express or implied) to access, enter, use, move and/or operate), and to use such force as is reasonably required to take such steps even if such force would damage property, in order to repossess and/or seize the Goods, and the Customer indemnifies, and shall reimburse or pay on demand, Allclass for any Losses which Allclass and/or its agents may incur from exercising such rights; (e) the Customer must not sell or transfer, or grant or permit the creation of, any rights or interests in, the Goods to any person without Allclass's express written consent; (f) the Customer must not allow the Goods to become a fixture or an accession; and (g) subject to the Personal Property Securities Act (Cth) 2009 ("PPSA"), if the Customer resells the Goods, it may only do so by way of bona fide sale in the ordinary course of business and as the agent of Allclass, but the Customer must not represent to any other person that the Customer is acting for, or has any authority to bind, Allclass and the Customer

will hold the proceeds of sale on trust for Allclass and the Customer must account to Allclass for the proceeds of any sale of the Goods. (3) The Customer acknowledges that: (a) Clause 6 of these Terms constitute a security agreement for the purposes of section 20 of the PPSA; and (b) that a security interest exists in the Goods (and their proceeds) supplied by Allclass previously, now and/ or into the future and that Allclass may register such security interest (as a purchase money security interest as defined under the PPSA ("PMSI") or such other security interest as Allclass deems necessary) on the register for personal property securities (the "PPSR") and/or such other register as may be applicable. (4) The Customer will execute documents and do such further acts and/or consents as and when required by Allclass (and the Customer hereby irrevocably authorises Allclass to execute such documents and/or do such further acts and/or consents on the Customer's behalf) to: (a) register the security interest granted to Allclass under these Terms (as a PMSI or such other security interest as Allclass deems necessary) on the PPSR and/or such other register as may be applicable; (b) ensure that Allclass's security interest is enforceable, perfected and otherwise effective under the PPSA; (c) enable Allclass to gain first priority (or any other priority agreed by Allclass in writing) for its security interest; and (d) enable Allclass to exercise its rights in connection with Allclass's security interest. (5) The Customer agrees to waive its rights as a grantor under the following sections of the PPSA to the extent they would otherwise be applicable: (a) sections 95 (to the extent it requires a secured party to give notices to the grantor), 96, 118 (to the extent it allows a secured party to give notices to the grantor), 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143; and (b) to the extent section 115(7) may apply, sections 127, 129(2), 129(3), 130(1), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137. The Customer agrees not to disclose and/or authorise the disclosure of information of the kind that can be requested under section 275(1) of the PPSA. (6) The Customer agrees that where Allclass has rights in addition to those under the PPSA, those rights will continue to apply.

#### 7. Agreements, Acknowledgements, Representations & Warranties.

The Customer acknowledges and represents and warrants that, at all times from (and including) agreeing to, and/or requesting, the Supply up to (and including) the time the Supply has been completed and paid for, and the Customer agrees at all times that: (1) all information the Customer has provided, and will provide, to Allclass is and will be true, accurate, complete, up to date and not misleading; (2) the Customer will provide Allclass immediately upon request any information relating to the Relevant Goods, the Service, and/or the Supply; (3) the Customer has complied with, and will comply with, all applicable laws, regulations and industry standards relating to and/or in connection with the Supply (and/or any other goods (the "Other Goods") and/or services ("Other Services") supplied by Allclass to the Customer from time to time); (4) the Customer intends to use, and will use, the Relevant Goods, the Services, the Other Goods and/or the Other Services for commercial and business purposes only and does not intend to, and will not, use the Relevant Goods, Services, Other Goods and/or Other Services for personal, domestic or household purposes, and the Customer acknowledges that the Relevant Goods, Services, Other Goods and/or Other Services are not goods and/or services as the case may be, of a kind ordinarily acquired for, or intended or likely to be used for, or are wholly or predominantly for, personal, domestic or household use or consumption; (4) (a) the Customer has not relied on any statements, representations, promises, guarantees, warranties, inducements, marketing materials, brochures, demonstrations, photographs, videos, pictures, guidelines, specifications and/or any other information (the "Marketing Materials") that has been provided to the Customer by Allclass (and/or any representative of Allclass) that is not set out in these Terms; (b) such Marketing Materials did not induce the Customer to request, and/or agree to, the Supply; (c) the Customer relied solely on its own inspection, skill, judgement, searches and inquiries when requesting for, and/or agreeing to, the Supply; and (d) such Marketing Materials were indicative only and any photographs, pictures, demonstrations and/or videos provided to the Customer in connection with such Marketing Materials and/or the Supply were for illustration purposes only; (5) the Customer has received, or has had a reasonable opportunity to receive, and the Customer agrees, is acceptable, and to the extent applicable, has complied with and will comply with, the terms and conditions as set out in the Allclass Terms of Business Booklet Version ATB2012-01 with effective date 16 May 2012 (available upon request or at [allclass.com.au](http://allclass.com.au)) unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer, and/or such other terms and conditions that may apply to certain dealings with Allclass from time to time as expressly specified by Allclass on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer (together the "Allclass Terms of Business"); (6) upon the Customer taking possession and control of the Goods supplied by Allclass, and/or (as the case may be) upon the Customer receiving the Services provided by Allclass, the Customer is acceptable with and has satisfied itself: (a) as to the safety, quality, merchantability, lack of defect and fault, and performance of such Goods and/or Services and as to the suitability, condition and fitness of such Goods and/or Services for the purpose which the Customer intends to use such Goods and/or Services; (b) that such Goods have been received in a clean condition and good working order and condition; (c) that the Goods and/or Services match any description, sample and/or demonstration that may have been provided; (d) that such Goods and/or Services were delivered completely and with adequate and due care and skill; (e) that such Goods and/or Services fit the purpose and gave the results that were agreed to; (f) that such Goods and/or Services were delivered within a reasonable period of time; (g) that it has received or obtained or has had a reasonable opportunity to receive or obtain all applicable OEM Manuals (defined below) and risk assessments relating to such Goods; and (h) that it has received adequate instructions and training, to the extent reasonably necessary, as to the safe and proper use of such Goods; (7) the Customer has complied with and will comply with any warranty terms and conditions relating to the Relevant Goods; (8) the Customer will ensure that: (i) the Customer and any other person that uses the Relevant Goods and/or Other Goods exercises due care and diligence and does so in accordance with and subject to (and having regard to): (a) the applicable laws, regulations and industry standards (including but not limited to any laws, regulations and industry standards relating to health and safety);

(b) such Relevant Good's and/or Other Good's reasonable, proper and intended use; (c) all applicable operator manuals, recommendations, instructions and directions of the original equipment manufacturer ("OEM") of such Relevant Goods and/or Other Good's (the "OEM Manuals") and risk assessments relating to such Relevant Goods and/or Other Good's (and the Customer acknowledges and agrees that Allclass is not (and has not been) responsible for providing the Customer with such OEM Manuals and/or risk assessments); and (d) Allclass's instructions and recommendations relating to such Relevant Goods and/or Other Goods; and (ii) the Customer and any other person that uses the Relevant Goods and/or Other Goods: (a) are suitably trained and qualified to use such Relevant Goods and/or Other Goods safely and properly, and where necessary (and without limitation to the foregoing) holds a current and up to date license or ticket relating to such Relevant Goods and/or Other Goods; (b) conducts a safety check of such Relevant Goods and/or Other Goods, and a risk analysis of using such Relevant Goods and/or Other Goods in certain environments, each time before using such Relevant Goods and/or Other Goods; and (c) is not intoxicated, wears proper safety equipment and has proper safety signs on such Relevant Goods and/or Other Goods, when using such Relevant Goods and/or Other Goods; (9) in relation to any Other Goods previously supplied and/or the Serviced Goods, the Customer has, and has ensured that any other person that has used such goods has, used such goods in accordance with Clause 7(8) in relation to such goods; (10) the use of the Relevant Goods and/or Other Goods carries with it dangers and risk of injury and the Customer agrees to accept (and agrees to ensure any other person that uses the Goods is aware of and agrees to accept) all such dangers and risks; (11) Allclass is not the manufacturer of the Relevant Goods and/or Other Goods; (12) the Customer, and not Allclass, is responsible for obtaining any OEM Manuals and risk assessments relating to any Relevant Goods and/or Other Goods; (13) to the extent Allclass is to, or is to arrange, the storage, handling, carry or transportation of the Relevant Goods, the Customer irrevocably authorises Allclass (and its agents) to store, handle, carry and/or transport the Relevant Goods and take such steps as are necessary to carry out such acts; (14) in relation to the Supply of Goods, Allclass may, and the Customer irrevocably authorises Allclass to, sign any applicable OEM warranty registration documents relating to the Goods, and it agrees that Allclass may (but is not obliged to) sign such documents under such authority; (15) the Customer will comply with Allclass's applicable workplace health and safety policies and procedures to the extent applicable; (16) in relation to the Supply of Goods, upon delivery of any related trade-in goods to Allclass, such related trade-in goods will be transferred to Allclass: (i) with full title guarantee, free from any encumbrances (registered or otherwise), and (ii) in substantially the same condition as it was in at the most recent inspection by Allclass prior to such receipt and with less than one (1) month or 50 additional usage hours or kilometres (as applicable) since the most recent inspection, fair, wear and tear excepted; (17) in relation to the Supply of Goods, the Customer will execute documents and do such further acts as may be required by Allclass (and the Customer hereby irrevocably authorises Allclass to execute such documents and/or do such further acts on the Customer's behalf) to remove any registered encumbrances granted to any person in connection with such related trade-in goods from the PPSR and/or any other register; and (18) any information provided by Allclass (and/or any of its related parties) to the Customer (and/or any of its related parties) (whether previously, now or in the future) does not constitute advice and has not, is not and/or (as the case may be) will not be relied on by the Customer.

#### 8. Liability.

(1) Nothing in these Terms shall be read to exclude, restrict or modify any terms, conditions, warranties, representations, guarantees, inducements, promises or right of remedy implied by law and which by law cannot be excluded, restricted or modified. (2) All terms, conditions, warranties, representations, guarantees, inducements and/or promises taken to be given by Allclass regarding the Goods and/or the Services, whether express or implied, including without limitation, terms, conditions, warranties, representations, guarantees, inducements and/or promises as to the safety, quality, merchantability, delivery time, description, performance and/or freedom of defects or faults of the Goods and/or Services or as to the suitability, condition and/or fitness of the Goods and/or Services for any particular purpose, are excluded to the fullest extent permitted by law, and to the extent liability of Allclass has not been effectively excluded under these Terms, then, to the fullest extent permitted by law, the liability of Allclass shall be limited to such one of the following as Allclass may determine: (a) in relation to the Supply of Goods and/or the supply of any other goods: (i) the repair of such Goods and/or other goods; (ii) the replacement of such Goods and/or other goods, or the supply of equivalent goods; (iii) the payment of the cost of repairing the Goods and/or other goods; and/or (iv) the payment of the cost of replacing the Goods and/or other goods or of acquiring equivalent goods; and (b) in relation to the Supply of Services and/or the supply of any other services: (i) the supply of the Services and/or other services again; and/or (ii) the payment of the cost to have the supply of the Services and/or other services again. (3) In relation to the Supply of Goods, for the avoidance of doubt and without limitation to the foregoing, and to the fullest extent permitted by law: (a) all used Goods are offered as is where is, no warranty is given or implied by Allclass or any other person, whatsoever, howsoever arising, and (b) Allclass does not offer and is not responsible for any warranty on new Goods, express or implied, whatsoever, howsoever arising, and the only warranty applicable to new Goods (if any) is that offered by the OEM of such Goods (and not Allclass), and which is subject to and governed by the warranty conditions of such OEM, and new Goods can only be repaired or replaced (as applicable) under such warranty as approved by such OEMs, at the relevant OEM's option, and subject to and in accordance with the relevant OEM's expressed conditions. (4) **To the fullest extent permitted by law, notwithstanding anything in this or any other document, terms and conditions or agreement or otherwise, the Customer agrees that neither Allclass nor any of its related parties, nor Allclass's nor any of its related parties' respective directors, employees, servants or agents, shall be liable under contract (including but not limited to under the Supply and/or these Terms), tort (including but not limited to negligence), statute and/or any other law and/or equity and/or otherwise, for any**

**Losses which Allclass, the Customer and/or anyone else, whomsoever, incurs or may incur as a result of and/or in connection with: (a) the Goods, the Services, the Serviced Goods, the Other Goods and/or the Other Services and/ or the supply, delivery, delay or cancellation of supply or delivery and/or the use thereof; (b) the Supply; (c) any Relevant Event; (d) any breach of any, and/or any failure to perform any, duty or obligation, and/or any misrepresentation, by Allclass, any of its related parties, any of its suppliers, any relevant OEM and/or any other person whomsoever under contract, tort, statute and/or any other law and/or equity and/or otherwise; (e) any acts or omissions, or any statements, representations, warranties, promises, guarantees and/or Marketing Materials, relating to the Goods, the Services, the Serviced Goods, the Other Goods and/or the Other Services and/or the Supply and/or any other matter or thing whatsoever, made by Allclass, any of its related parties, any of its suppliers, any relevant OEM and/or any other person whomsoever; and/or (f) any other matter or thing whatsoever.**

#### 9. Termination.

(1) Allclass may terminate any agreement to sell or supply the Goods and/or the Services to the Customer, immediately, at any time, for any reason whatsoever without recourse from and without notice to the Customer. (2) Without limitation to the foregoing, Allclass is entitled to terminate any agreement to sell or supply the Goods and/or Services to the Customer, immediately upon giving the Customer notice, at any time, without recourse from the Customer, upon the occurrence of any one or more of the following events (such event being a "Relevant Event"): (a) any breach of any, and/or any failure to perform any, duty or obligation owing and/or due and payable to, and/or any misrepresentation to, Allclass and/or any of its related parties, by the Customer, any of its related parties and/or a Guarantor, under contract (including but not limited to the Supply and/or these Terms), tort (including but not limited to negligence), statute, and/or any other law and/or equity and/or otherwise (such breach, failure to perform and/or misrepresentation being a "Default"); (b) any Goods Related Loss; (c) any Serviced Goods Related Loss; (d) any event that prevents or delays Allclass in performing or complying with any of its obligations under or in connection with any Supply, or any other matter or thing whatsoever, that is due, in whole or part, to any cause, whatsoever and howsoever arising, that is beyond Allclass's reasonable control (such event being a "Force Majeure Event"); (e) in relation to any Supply of Goods: (i) a prior sale of the Goods; and/or (ii) there being no availability of the Goods for whatever reason; (f) if Allclass determines it does not have the resources or capabilities to carry out such Supply; (g) if Allclass believes the carrying out of the Supply would be unsafe, dangerous, illegal, unethical and/or not in its commercial interests; (h) an Insolvency Event; (i) any change in law that adversely affects Allclass's rights hereunder; (j) any event that materially adversely affects Allclass; and/or (k) any other event whatsoever, howsoever arising, as Allclass may determine in its sole discretion.

#### 10. Indemnity.

(1) To the fullest extent permitted by law, and notwithstanding anything in this or any other document, terms and conditions or agreement or otherwise, the Customer shall indemnify and keep indemnified, and immediately reimburse or pay on demand, Allclass (and/or any of its related parties) for any Losses which Allclass incurs or may incur arising as a result of and/or in connection with: (a) any Supply (including but not limited to these Terms); (b) any Default; (c) any Goods Related Loss and/or any Serviced Goods Related Loss; and/or (e) an Insolvency Event. (2) Without limitation to the foregoing and for the avoidance of doubt, the Customer is responsible for any Losses that it may incur, and for any taxes (including but not limited to any GST and/or duty) that may be applicable, in connection with the Supply (including but not limited to the Terms).

#### 11. General.

(1) The Customer shall on Allclass's request, take such steps as to reasonably assist Allclass in exercising Allclass's rights, remedies and/or powers hereunder and in performing Allclass's obligations hereunder. (2) The Customer may not, but Allclass may, assign any of its rights under or in connection with the Supply without the other party's written consent. (3) For the avoidance of doubt, no rights or interests in intellectual property are transferred from Allclass to the Customer under or in connection with the Supply. (4) The Customer's right to make any claims in relation to any Goods and/or Services will be deemed to be waived unless the Customer makes such claims in writing to Allclass within three (3) business days of: (a) in relation to the Supply of Goods, the delivery of the Goods to the Customer; and (b) in relation to the Supply of Services, the earlier of (i) the time it is notified of the completion of the Services, (ii) the time it is charged or invoiced for such Services, or (iii) if applicable, the return of the Serviced Goods. (5) For the avoidance of doubt, the rights, remedies and powers of Allclass under or in connection with the Supply (including but not limited to those under these Terms) are cumulative and neither exclude, limit nor prejudice any other rights, remedies and/or powers which Allclass may be entitled to at law, in equity or otherwise. (6) No delay or omission by Allclass to exercise any right, remedy and/or power available to Allclass under or in connection with the Supply (including but not limited to under these Terms) will impair any such right, remedy and/or power, nor will it be construed as a waiver of Allclass's rights to take action or make a claim under or in connection with the Supply (including but not limited to the Terms). (7) If any part of the terms and conditions of the Supply (including but not limited to these Terms) becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts. (8) The Customer shall treat all information it receives from Allclass in connection with Allclass and/or the Supply as strictly confidential. (9) The Customer agrees to give Allclass 14 days' notice of any change in the Customer's contact details and any other details it has provided Allclass. (10) The Supply and these Terms shall be governed by the laws of Queensland and the Customer agrees to submit to the exclusive jurisdiction of the courts of Queensland.

**1. Application.**

(1) Any agreement between Postville Pty Ltd ABN 23 057 201 626 ("Allclass") and any person (the "Customer") on or after 16 May 2012 pursuant to which the Customer agrees to hire, rent, borrow, demo or lease ("Hire") certain Goods from Allclass (whether verbally or in writing, each such agreement being a "Hire Agreement" and together with the Terms (defined below) constituting the "Agreement") shall be subject to these terms and conditions, being the "Allclass Hire Terms Version AHT2012-01" with effective date 16 May 2012 (the "Terms"), (available upon request or at [allclass.com.au](http://allclass.com.au)) unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer. (2) For the avoidance of doubt, any reference herein to the use of, or using, the Goods or any other goods, includes a reference to (as the case may be) operating, maintaining, repairing, working or being on or near, storing, loading, unloading, transporting, carrying, installing, erecting, assembling, disassembling and/or any other form of using the Goods whatsoever. (3) Unless the context requires otherwise, capitalized terms herein shall have the meaning given to them in Clause 12 (Definitions) of these Terms. (4) A reference to a "person" herein means any person, partnership, organization, company, corporation, trust or any other entity whatsoever. (5) Where two or more persons constitute the Customer, each person shall be liable as the Customer hereunder jointly and severally.

**2. Charges & Payments.**

(1) The Customer agrees that Allclass is entitled to charge the Customer from time to time: (a) the Hire Charges applicable to any given period of time within the Holding Period, at any time on or after the time such Hire Charges accrue during that given period of time; (b) the Initial Charges applicable to the commencement of the Term, at any time prior to, on or after the commencement of the Term; (c) the Excess Usage Charges applicable to any given period of time, at any time on or after the time such Excess Usage Charges accrue during that given period of time; (d) the Sundry Charges, at any time on or after the time such Sundry Charges accrue; and (e) the Other Charges, at any time on or after the time such Other Charges accrue. (2) Notwithstanding the foregoing, the Customer agrees that Allclass may (in its sole discretion and without notice to the Customer) charge the Customer for any Hire Charges, Excess Usage Charges, Sundry Charges and/or Other Charges that Allclass reasonably expects will accrue over a given period of time or at a given point in time, in advance of such given period of time or point in time, by a period of time that is the greater of: (A) any time up to one year, and (B) the time remaining in the Term. (3) The Customer agrees to pay the Hire Charges, the Initial Charges, the Excess Usage Charges, the Sundry Charges, the Other Charges and any other amounts which Allclass charge to the Customer under or in connection with this Agreement, immediately upon being charged for such charges by Allclass (whether by invoice or otherwise) or, if earlier, immediately upon request by Allclass. (4) The Customer agrees to pay any deposit or bond in connection with the Hire of the Goods as and when Allclass requests and Allclass may, and is irrevocably authorized to, (at its election in its sole discretion), at any time, apply all or part of such deposit or bond to any amount that may be owing to Allclass under or in connection with the Agreement. (5) All payments by the Customer to Allclass in connection with the Agreement must be made by way of cleared funds by direct deposit into Allclass's nominated bank account or in the manner which Allclass directs. Allclass may, and the Customer irrevocably authorises Allclass to, at any time, process payments of any amounts owing to Allclass by the Customer on the Customer's credit card or debit card without notice. The Customer represents that it has authority to give this authority in relation to credit or debit cards not in its name. (6) Allclass may, and reserves the right to, charge the Customer Hire Charges for a minimum period of time for the Hire for certain types of Goods, whether or not such period of time is greater than the Term. (7) For the avoidance of doubt, if the Holding Period does not end on or before the expiry of the Term, the Hire Charges, Excess Usage Charges, Sundry Charges, Other Charges and any other applicable charges under this Agreement shall continue to accrue and be incurred by the Customer on and after the expiry of the Term. (8) Allclass may, and hereby reserves its rights to: (a) revise the Schedule of Hire Rates and related charges at any time and without notice to the Customer; and (b) revise the applicable Hire Charge Rate and related charges as a result of non-disclosure or misrepresentation by a Customer (including but not limited to unreported site problems, or incorrect physical dimensions, weights, or distances relied upon by Allclass). (9) The Customer agrees that Allclass is entitled to charge the Customer at any given time, and the Customer shall immediately on demand pay Allclass, interest on any outstanding or late payments by the Customer which shall accrue on a daily basis at any of the following rates, as determined by Allclass: (a) a per annum rate that is 4% above the cash rate of the Reserve Bank of Australia at the given time; (b) the interest rate applying to debt under judgments or orders of the Supreme Court of Queensland; or (c) 10% per annum. (10) Allclass may (if it elects to do so in its sole discretion) raise any set-off or counterclaim which may be available under or in connection with the Agreement, in satisfaction or reduction of any amount or obligation owing by Allclass (or any of its related parties) to the Customer (or any of its related parties) under any agreement or matter or thing whatsoever. However, the right of set-off or counterclaim against Allclass (or any of its related parties) is not available to the Customer (nor any of its related parties) in connection with the Agreement or any other agreement, matter or thing whatsoever. (11) For the avoidance of doubt, any goods and/or services supplied by Allclass to the Customer in connection with the Agreement shall be subject to all applicable terms and conditions in the Allclass Terms of Business. (12) For the purposes of the Agreement: (a) if the Holding Period ends on or after 9.00am on a given day, Allclass will be entitled to charge the Customer Hire Charge for that full day; and (b) if the Holding Period is less than one day, Allclass will be entitled to charge the Customer Hire Charges for that full day (or any other minimum period of Hire that may be applicable).

**3. Delivery, Risk, Title, Bailment.**

(1) The point of delivery of the Goods shall be the relevant branch or place of business of Allclass (the "Allclass Place of Business") from which it is intended that the relevant Goods is to be collected by, or carried or transported to, the Customer for the purposes of delivery of such Goods to the Customer (and for the avoidance of doubt, the point of delivery will be such Allclass Place of Business whether or not Allclass agrees to or arranges to carry or transport the Goods to a location nominated by the Customer) and delivery will be deemed to take effect (and the Term will be taken to commence) upon the earlier of (such time being the "Actual Delivery Time"): (a) the Customer first taking (or otherwise having) possession and control of the Goods on or after the time the Parties entered into the Agreement; (b) the Goods leaving the Allclass Place of Business for the purposes of being delivered to the Customer (whether or not Allclass carries out or arranges the transport of the Goods to the Customer); and (c) three (3) business days after Allclass has notified the Customer that the Goods are ready for delivery (or collection). The Customer must take, and be willing and able to take, possession of the Goods immediately upon Allclass giving notice to the Customer that the Goods are ready for delivery (or collection). (2) For the avoidance of doubt, the Customer agrees that Allclass shall not be liable for any delay in, and/or the cancellation of, the delivery or supply of the Goods as a result of a Relevant Event and/or any other reason whatsoever. (3) If Allclass agrees to or arranges to store, handle, carry and/or transport the Goods at any time before, during or after the Holding Period at, from and to locations nominated by the Customer, then the Customer agrees: (a) Allclass is authorized to, and is authorized to appoint agents to, carry out such acts; (b) Allclass shall not be taken to be a common carrier and shall not be liable as such; (c) the Goods are at the risk of the Customer in all respects during such times; and (d) the Customer will take all steps to assist Allclass to carry out such acts and will immediately take, and be willing and able to take, possession and control of the Goods from Allclass (or its agents) as and when Allclass request in such circumstances. (4) At all times during the Holding Period: (a) the Goods shall be at the risk of the Customer in all respects;

and (b) without limitation to the foregoing, the Customer shall be solely responsible for any Goods Related Loss and must ensure no Goods Related Loss is incurred. (5) Notwithstanding any other provision of the Agreement or any other document or agreement whatsoever, all title in the Goods shall remain vested with Allclass at all times and no title in the Goods whatsoever shall pass to the Customer nor any other person at any time. (6) The Customer acknowledges and agrees that at all times during the Holding Period, it shall be a fiduciary bailee of the Goods for Allclass and further agrees that it: (a) shall ensure no Disposal of the Goods and/or the Agreement occurs without Allclass's prior written consent; (b) shall store the Goods separately and in a manner so that they are readily identifiable as having their title vested with Allclass; and (c) shall not make any additions, installations, adjustments or alterations to the Goods or install, mix or add the Goods to other goods (together, such actions being the "Alterations") without the prior written consent of Allclass and only then provided the Goods shall be separately identifiable and shall not remove deface or cover up any marks of identification or ownership appearing on the Goods. (7) The Customer agrees that Allclass may carry out a Disposal of the Goods and/or the Agreement, subject to the Customer's rights herein, at any time without the Customer's consent and without notice to the Customer. (8) In no circumstances will the Goods be deemed to be a fixture or an accession (and the Customer shall ensure this is the case). (9) The Customer agrees to (and acknowledges it has sole responsibility to): (i) obtain, and maintain such, insurance for the entire Holding Period as is necessary with a reputable insurance company that covers for any Loss relating to public liability risk up to \$15 million and any Loss incurred in connection with the Goods as a result of fire, flood, accident, collision, earthquake, storm, theft, loss and general damage and all other usual risks, with the Goods to be insured for the full replacement value; (ii) ensure such insurance must be in the name of Allclass and the Customer as to their respective interests in the Goods and includes a provision that waives all the insurer's rights of subrogation against Allclass; and (iii) immediately upon request, provide Allclass with documents evidencing such insurance as Allclass request. Notwithstanding the foregoing, Allclass are entitled to any insurance proceeds payable by an insurance company to the Customer in connection with such risks relating to the Goods (and for the avoidance of doubt, these Terms are conclusive evidence of such entitlement). (10) The Customer acknowledges that: (a) for the purposes of section 20 of the Personal Property Securities Act (Cth) 2009 ("PPSA"), the Agreement constitutes a security agreement and the collateral is the Goods (and their proceeds) and to the extent applicable, the Secured Property (defined below) (and their proceeds); (b) that a security interest exists in the Goods (and their proceeds) supplied by Allclass previously, now and/or into the future and to the extent applicable, the Secured Property (defined below) (and their proceeds); (c) Allclass may affect and maintain (and consents to Allclass affecting and maintaining) a registration of such security interest (as a purchase money security interest as defined under the PPSA ("PMSI") or such other security interest as Allclass deems necessary) on the register for personal property securities (the "PPSR") or such other register as may be applicable; and (d) and agrees that, the Customer waives any right to receive a notice of a verification statement in relation to any registration event (as defined in the PPSA) such a security interest. (11) The Customer will execute documents and do such further acts and/or consents as and when is reasonably necessary and/or as and when required by Allclass (and the Customer hereby irrevocably authorises Allclass to execute such documents and/or do such further acts and/or consents on the Customer's behalf): (a) register (and maintain the registration of) the security interest granted to Allclass under the Agreement (as a PMSI or such other security interest as Allclass deems necessary) on the PPSR or such other register as may be applicable; (b) ensure that Allclass's security interest is enforceable, perfected and otherwise effective under the PPSA; (c) enable Allclass to gain, and ensure that Allclass does gain, first priority (or any other priority agreed by Allclass in writing) for its security interest; and (d) enable Allclass to exercise its rights in connection with Allclass's security interest. (12) The Customer agrees to waive its rights as a grantor under the following sections of the PPSA to the extent they would otherwise be applicable: (a) sections 95 (to the extent it allows a secured party to give notices to the grantor), 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143; and (b) to the extent section 115(7) may apply, sections 127, 129(2), 129(3), 130(1), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137. The Customer agrees not to disclose and/or authorise the disclosure of information of the kind that can be requested under section 275(1) of the PPSA. (13) The Customer agrees that where Allclass has rights in addition to those under the PPSA, those rights will continue to apply. (14) The Customer must not create, purport to create or permit to be created any "security interest" (as defined in PPSA) in the Goods, and must not lease, hire, bail or give possession ("Sub-hire") of the Goods to anyone else unless Allclass (in its absolute discretion) first consents in writing. Any such Sub-hire must be in writing in a form acceptable to Allclass and must be expressed to be subject to the rights of Allclass under the Agreement. The Customer may not vary a Sub-hire without the prior written consent of Allclass (in its absolute discretion).

**4. General Agreements, Acknowledgements, Representations & Warranties.**

The Customer acknowledges and represents and warrants that, at all times from (and including) the time the Agreement is entered into until (and including) the end of the Holding Period, and the Customer agrees at all times that: (1) all information the Customer has provided, and will provide, to Allclass is true, accurate, complete, up to date and not misleading; (2) the Customer will provide Allclass immediately upon request any information relating to the Goods, the Hire and/or the Agreement; (3) the Customer has complied with, and will comply with, all applicable laws, regulations and industry standards relating to and/or in connection with the Agreement, the Hire and/or the Goods (and/or any goods (the "Other Goods") and/or services (the "Services") supplied by Allclass to the Customer from time to time); (4) the Customer intends to use, and/or will use, the Goods, the Other Goods and/or the Services for commercial and business purposes only and does not intend to, and will not, use such Goods, Other Goods and/or Services for personal, domestic or household purposes, and that such Goods, Other Goods and/or Services are of a kind ordinarily acquired for, or intended or likely to be used for, or are wholly or predominantly for, personal, domestic or household use or consumption; (5) (a) the Customer has not relied on any statements, representations, promises, guarantees, warranties, inducements, marketing materials, brochures, demonstrations, photographs, videos, pictures, guidelines or specifications or any other information (the "Marketing Materials") that has been provided to the Customer by Allclass (or any representative of Allclass) that is not set out in these Terms; (b) such Marketing Materials did not induce the Customer to agree to the Agreement; (c) the Customer relied solely on its own inspection, skill, judgement, searches and inquiries when entering into the Agreement; and (d) such Marketing Materials were indicative only and any photographs, pictures, demonstrations and/or videos in connection with such Marketing Materials and/or the Supply were for illustration purposes only; (6) the Customer has received, or has had a reasonable opportunity to receive, and the Customer agrees, is acceptable, and to the extent applicable, has complied with and will comply with, all applicable terms and conditions as set out in the Allclass Terms of Business; (7) upon the Customer taking possession and control of the Goods provided by Allclass, the Customer is acceptable with and has satisfied itself: (a) as to the safety, quality, merchantability, lack of defect and fault, and performance of such Goods and as to the suitability, condition and fitness of such Goods for the purpose which the Customer intends to use such Goods; (b) that such Goods have been received in a clean condition and good working order and condition; (c) that the Goods match any description, sample and/or demonstration that may have been provided; (d) that such Goods, were delivered completely and with adequate and due care and skill; (e) that such Goods fit the purpose and give the results that were agreed to; (f) that such Goods were delivered within a reasonable period of time; (g) that it has received or obtained or has had a reasonable opportunity to receive or

obtain all applicable OEM Manuals (defined below) and risk assessments relating to such Goods; and (h) that it has received adequate instructions and training, to the extent reasonably necessary, as to the safe and proper use of such Goods; (8) and agrees that, any information provided by Allclass (and/or any of its related parties) to the Customer (and/or any of its related parties) (whether previously, now or in the future) does not constitute advice and has not, is not and/or (as the case may be) will not be relied on by the Customer; (9) failure to return the Goods to Allclass on or before the Expiry Date in accordance with and subject to the Terms, can be a criminal theft and may be immediately reported to the Police; (10) the Remainder Amount is a reasonable and genuine pre-estimate of the Loss which Allclass would incur upon early termination of the Term; (11) the use of the Goods carries with it dangers and risk of injury and the Customer agrees to accept (and agrees to ensure any other person that uses the Goods is aware of and agrees to accept) all such dangers and risks; (12) Allclass is not the manufacturer of the Goods; (13) the Customer, and not Allclass, is responsible for obtaining any OEM Manuals and risk assessments relating to any Goods; (14) if at the Customer's request Allclass supply an operator to operate the Goods, then: (a) at all times during the Holding Period such operator will be deemed to be under the Customer's (and not Allclass's nor any of its related parties') direction and control, and the Customer shall indemnify Allclass for any Losses Allclass may incur in connection with the operator's actions or omissions during such time, and (b) neither Allclass nor any of its related parties will be liable for any acts or omissions of such operator; (15) the Customer will ensure that: (i) the Customer and any other person that uses the Goods and/or Other Goods exercises due care and diligence and does so in accordance with and subject to (and having regard to): (a) the applicable laws, regulations and industry standards (including but not limited to any laws, regulations and industry standards relating to health and safety and the environment); (b) such Good's and/or Other Good's reasonable, proper and intended use; (c) all applicable operator manuals, recommendations, instructions, guidelines and directions of the original equipment manufacturer ("OEM") of such Goods and/or Other Goods (the "OEM Manuals") and risk assessments relating to such Goods and/or Other Goods (and the Customer acknowledges and agrees that Allclass is not responsible for providing the Customer with such OEM Manuals or risk assessments); and (d) Allclass's instructions and recommendations relating to such Goods and/or Other Goods; and (ii) the Customer and any other person that uses the Goods and/or Other Goods: (a) are suitably trained and qualified to, and understand how to, use such Goods and/or Other Goods safely and properly, and where necessary (and without limitation to the foregoing) holds a current and up to date license or ticket relating to such Goods and/or Other Goods; (b) conducts a safety check of such Goods and/or Other Goods, and a risk analysis of using such Goods and/or Other Goods in certain environments, each time before using such Goods and/or Other Goods; and (c) is not intoxicated, wears proper safety equipment, has proper safety signs on such Goods and/or Other Goods and observes proper safety signs, when using such Goods and/or Other Goods; (16) the Customer will comply with Allclass's applicable workplace health and safety policies and procedures to the extent applicable; (17) the Customer will only use the Goods for the Specified Business Activities of the Customer; (18) the Customer will ensure that no person other than a Party (and authorized employee thereof) uses the Goods without the prior written consent of Allclass; (19) the Customer will ensure the Goods are stored in safe and secure places when not operated and will not do any act, or omit to do any act, that does, or is likely to, endanger the safety or condition of the Goods or any other property or any person; (20) the Customer will notify Allclass as soon as it reasonably becomes aware of the occurrence of a Relevant Event; (21) the Customer will ensure the Goods remain situated at the Goods Location at all times during the Holding Period (subject to Clause 7); (22) the Customer will ensure that any labels, stickers, signs, brands and/or logos that are on the Goods at the Actual Delivery Time are not removed, changed, covered, damaged and/or defaced without Allclass's prior written consent; and (23) to the fullest extent permitted by law, immediately upon receiving written notice by Allclass to such effect following an Event of Default, the Customer will be deemed to charge for the due and punctual payment and performance of the Customer's obligations owing to Allclass (and/or any of its related parties), all of the Customer's assets and undertakings (the "Secured Property"), in favour of Allclass (the "Charge") and such Charge will be deemed to be a security agreement under the Personal Property Securities Act (Cth) 2009 ("PPSA") and Allclass will be entitled, and irrevocably authorised to, take such steps as Allclass considers necessary (whether on its own or on the Customer's behalf, as the case may be) to perfect, protect and/or enforce such Charge (including but not limited to registering such Charge on the register for personal property securities and/or the land registry).

**5. Maintenance, Repairs, Goods Related Loss.**

(1) Subject to Clause 5(3), the Customer agrees that it will ensure no other person other than Allclass will effect or attend to any Repairs and/or replacement of the Goods, without Allclass's prior written consent. (2) Subject to Clause 5(3), if Allclass expressly agree, Allclass will from time to time carry out scheduled services of the Goods during the Term as and when scheduled or as and when Allclass considers that such servicing is reasonably required, in accordance with the applicable OEM Manuals, or Allclass's standard practices, provided such services shall only be carried out at times Allclass reasonably agree during the course of normal business hours (being between 7.00am-5.00pm Monday to Friday excluding public holidays). If Allclass expressly agree, such services shall be carried out at Allclass's cost (but excluding travel costs) provided no Event of Default has occurred. (3) Notwithstanding Clauses 5(1) and 5(2), the Customer agrees that in connection with the Goods, it will ensure that it (and that it shall exercise reasonable care when doing so), at its own cost carries out all the daily and routine maintenance checks or acts in relation to the Goods as and when directed or instructed by Allclass and as and when required by the OEM Manuals, including but not limited to: (a) prior to the commencement of each shift or days work: (i) checking oils, radiator water and battery water levels (before charging in the case of battery electrical equipment) of the Goods; (ii) checking tyres, tracks, rollers and repairing punctures of and/or replacing worn tyres, tracks and/or rollers of the Goods; (iii) checking fuel and lubricants of the Goods (and checking the Goods have been greased where required); and (b) as and when required by Allclass or the OEM Manuals, checking air filters, fan belts and that services have been carried out as and when they were due. (4) For the avoidance of doubt, the Customer shall pay for all fuel, lubricants, grease, oils, tyres, tracks, rollers and consumables for the Goods during the Holding Period. (5) The Customer shall notify Allclass when the Goods are due for service at least one week prior to the Goods being (or the Customer reasonably expecting the Goods being) due for service (according to the service schedule as directed by Allclass and/or the OEM Manuals) and the Customer will not use the Goods after a service of the Goods has fallen due and has not been done. (6) If at any time during the Holding Period, a warning light on the Goods is displayed, the Goods breakdown, the Goods become unsafe to use, there is (or the Customer or Allclass reasonably believes there to be) an Event of Default (including but not limited to the occurrence of any Goods Related Loss) or a potential Event of Default, then (without limitation to Allclass's rights) the Customer must: (a) immediately: (i) ensure the Goods are stopped being used and are stored in a safe and secure place to the extent it is safe and possible to do so and (ii) notify Allclass that such event has occurred; (b) take all steps necessary to prevent any further Loss to the Goods; (c) take all steps necessary to prevent any Loss to any property or to Allclass or any person as a result of such an event; and (d) immediately upon request, take such steps as Allclass may reasonably require (including but not limited to any steps to assist Allclass to recover or Repair the Goods, or any steps to claim, or assist Allclass in claiming, for any Loss under any insurances that may be applicable). (7) Without limitation to Allclass's other rights herein and at law and/or equity, the Customer agrees that if, at any time during the Holding Period, the Goods have been lost or stolen, or damaged such that they are not repairable, the Customer will be

liable to Allclass for the full retail purchase price for brand new goods of a type substantially similar to the Goods.

#### 6. Termination and Remainder Amount.

(1) The Customer must immediately notify Allclass of the completion of the Term as at the Expiry Date, and obtain a de-hire confirmation number from Allclass. For the avoidance of doubt, if the Customer does not provide Allclass with such notification as at the Expiry Date, the Term will still be taken to complete, however the Holding Period will not be taken to be complete. (2) Allclass may terminate the Agreement and/or Term at any time for any reason whatsoever immediately and without notice, and without any recourse from the Customer. (3) Without limitation to Clause 6(2), Allclass may terminate the Agreement and/or Term, immediately, at any time upon giving the Customer notice, and without any recourse from the Customer, upon the occurrence of a Relevant Event. (4) The Customer may terminate the Term upon giving Allclass one month's notice. (5) If the Agreement and/or Term is terminated for any reason whatsoever, then, without limitation to Allclass's rights at law and/or equity: (a) the Customer must pay Allclass in cleared funds on such date of termination all amounts owing to Allclass whatsoever under or in connection with the Agreement as at such date of termination; (b) Allclass will be entitled to retain any amounts paid to it by the Customer in advance in connection with the Agreement; and (c) to the extent the Term is terminated prior to the Expiry Date, the Customer must pay Allclass the Remainder Amount as at the date of such termination. (6) For the avoidance of doubt, upon termination of the Agreement and/or Term, the Term shall terminate and all obligations of Allclass in connection with the Agreement will terminate, but all other provisions of the Agreement to the extent they confer rights, remedies and/or powers to Allclass, shall survive. (7) For the avoidance of doubt, if Allclass agrees to stand down the Hire of the Goods for a given period of time (a "SDE"), it shall only mean that Hire Charges do not accrue over such given period of time, and that the length of the Term shall be extended by a period of time equal to such given period of time, and the rest of the terms and conditions of the Agreement shall continue to apply for such given period of time. Allclass shall only be taken to agree to stand down the Hire of the Goods if it has done so expressly in writing.

#### 7. Return of Goods and Right to Access.

(1) The Customer shall (at the Customer's own cost) return all of the Goods into Allclass's possession and control in the condition the Goods were in at the Actual Delivery Date, subject to Fair, Wear and Tear, to the Allclass Place of Business: (a) immediately upon completion of the Term; (b) immediately upon request by Allclass at any time: (i) after the Term has completed; (ii) upon or following the occurrence of a SDE; or (ii) upon or following the occurrence of a Relevant Event; and (c) immediately upon request by Allclass if Allclass determines or suspects that: (i) a Relevant Event has occurred; or (ii) the Goods, as determined by Allclass, needs Repairs and/or to be replaced. (2) The Customer must not return the Goods to Allclass without Allclass's prior written consent prior to the completion of the Term other than as requested by Allclass pursuant to Clause 7(1). (3) Allclass (and its agents) may, and the Customer hereby irrevocably authorises Allclass (and its agents) to (and shall take all reasonable steps to allow Allclass (and its agents) to), at the Customer's own cost, access and enter any premises at which the Goods and/or Goods' records are (or at which Allclass (or its agents) reasonably believes the Goods and/or the Goods' records to be) located (including but not limited to the Goods Location) at all times during the Holding Period to take such steps as Allclass (or its agents) considers necessary (including but not limited to operating, moving, accessing, entering or using any property), and to use such force as is reasonably required to take such steps even if such force would damage property (and for the avoidance of doubt, the Customer indemnifies, and shall reimburse or pay on demand, Allclass for any Losses which Allclass or its agents may incur from exercising such rights) in order to: (a) reclaim possession and/or control of the Goods at any time on and/or after: (i) the occurrence of a Relevant Event; (ii) the completion of the Term; and/or (iii) the occurrence of an event where Allclass reasonably suspects a Relevant Event has occurred; and (b) carry out such steps as Allclass (or its agents) considers necessary in its sole discretion to carry out Repairs, inspection and/or replacement of the Goods and records thereof (including but not limited to reclaiming possession and/or control of the Goods for such purposes).

#### 8. Liability.

(1) Nothing in these Terms shall be read to exclude, restrict or modify any terms, conditions, warranties, representations, guarantees, inducements, promises or right of remedy implied by law and which by law cannot be excluded, restricted or modified. (2) All terms, conditions, warranties, representations, guarantees, inducements or promises taken to be given by Allclass regarding the Goods, whether express or implied, including without limitation, terms, conditions, warranties, representations, guarantees, inducements or promises as to the safety, quality, merchantability, delivery time, description, performance or freedom of defects of the Goods, or as to the suitability, condition and/or fitness of the Goods for any particular purpose, are excluded to the fullest extent permitted by law, and to the extent liability of Allclass has not been effectively excluded under this Agreement, then, to the fullest extent permitted by law, the liability of Allclass shall be limited to such one of the following as Allclass may determine: (a) in relation to the Goods and/or any Other Goods supplied: (i) the repair of such Goods and/or Other Goods; (ii) the replacement of such Goods and/or Other Goods, or the supply of equivalent goods; (iii) the payment of the cost of repairing the Goods and/or Other Goods; and/or (iv) the payment of the cost of replacing the Goods and/or Other Goods, or of acquiring equivalent goods; and (b) in relation to any Services supplied: (i) the supply of the relevant service again; and/or (ii) the payment of the cost to have the supply of the service again. (3) Subject to clauses 8(1) and 8(2) and to the fullest extent permitted by law, Allclass's maximum aggregate liability for all claims made by the Customer is limited to an amount equal to the Hire Charges paid by the Customer under the Agreement (taking into account any amounts paid or the value of any goods and/or services supplied by Allclass in connection with such claim). (4) To the fullest extent permitted by law, notwithstanding anything in this or any other document, terms and conditions or agreement or otherwise, the Customer agrees that neither Allclass nor any of its related parties, nor Allclass's nor any of its related parties' respective directors, employees, servants and agents, shall be liable in tort (including without limitation negligence), contract, statute and/or any other law and/or equity and/or otherwise, for any Losses which Allclass, the Customer and/or anyone else, whomever, incurs or may incur in connection with and/or related to, in any way whatsoever: (a) the Goods and/or the supply, delivery, delay or cancellation of supply or delivery, or use of the Goods; (b) the Hire of the Goods and/or the Agreement; (c) any Relevant Event, (d) any breach of any duty or obligation, and/or any misrepresentation, in contract, tort, statute, and/or any other law and/or equity and/or otherwise, by Allclass and/or any of its related parties and/or any other person; and/or (e) any other matter or thing whatsoever. 9. Indemnity. (1) To the fullest extent permitted by law, notwithstanding anything in this or any other document, terms and conditions or agreement or otherwise the Customer shall indemnify and keep indemnified, and immediately reimburse or pay on demand, Allclass for any Losses which Allclass (and/or any of its related parties) incurs or may incur whatsoever, arising as a result of or in connection with: (a) the Agreement and/or the Hire of the Goods; and/or (b) any Event of Default. (2) Each indemnity in the Agreement is a continuing obligation, separate, and independent from the other obligations of the Parties and survives termination, completion and expiration of the Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by the Agreement. (3) Without limitation to the foregoing and for the avoidance of doubt, the Customer is responsible for its Losses that it may incur, and for any taxes (including but not limited to any GST and/or duty) that may be applicable, in connection with the Agreement and/or the Hire of the Goods and any other supply of goods and/or services.

#### 10. General.

(1) The Customer shall on Allclass's request, take such steps as to reasonably assist Allclass in exercising Allclass's rights, remedies and/or powers hereunder and in performing Allclass's obligations hereunder. (2) For the avoidance of doubt, the rights, remedies and powers of Allclass under the Agreement (including but not limited to those under these Terms) are cumulative and neither exclude, limit nor prejudice any other rights, remedies and/or powers which Allclass may be entitled to at law, in equity or otherwise. (3) The Customer agrees and acknowledges that neither Allclass nor any other person acting on its behalf has made any statement, promise, guarantee, warranty, representation or other inducement to the Customer or any other person to induce the Customer to enter into the Agreement, that is not expressly set out in these Terms, and that the Customer has not entered into the Agreement in reliance on any statements, promises, guarantees, warranties, representations or other inducements except as expressly set out in these Terms. (4) No delay or omission by Allclass to exercise any right, remedy and/or power available to Allclass under the Agreement (including but not limited to under these Terms) will impair any such right, remedy and/or power, nor will it be construed as a waiver of Allclass's rights to take action or make a claim under the Terms. (5) If any part of the terms and conditions of the Agreement (including but not limited to these Terms) becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts. (6) Any claims in relation to the Goods, Other Goods and/or Services must be made by the Customer within 24 hours of taking possession and control of such Goods and/or Other Goods, and/or (as the case may be) the provision of the Services, otherwise such claims will be taken to be invalid. (7) The Customer shall treat all information it receives from Allclass in connection with Allclass, the Hire and/or the Agreement, as strictly confidential. (8) The Customer agrees to give Allclass 14 days' notice of any change in the Customer's contact details and any other details that it has given Allclass. (9) The Agreement and these Terms shall be governed by the laws of Queensland and the Customer agrees to submit to the exclusive jurisdiction of the courts of Queensland.

#### 11. Definitions.

For the purposes of these Terms the following terms have the following meanings: **Allclass Terms of Business** means the terms and conditions as set out in the Allclass Terms of Business Booklet Version ATB2012-01 with effective date 16 May 2012 (available upon request or at allclass.com.au) unless (and/or to the extent) Allclass expressly specifies otherwise on allclass.com.au and/or by written notice to the Customer, and/or such other terms and conditions that may apply to certain dealings with Allclass from time to time as expressly specified by Allclass on allclass.com.au and/or by written notice to the Customer; **CPI Percentage Increase** for any given date, means the greater of (a) (i) the most recent CPI published, divided by the CPI published on the date that is closest to 12 months earlier than the date on which the most recent CPI was published, multiplied by (ii) 100%, and (b) 100%; **CPI** at any given time, means the Consumer Price Index (All Groups) Sydney published by the Australian Bureau of Statistics or such other index as may have superseded that index or that is similar to that index as determined by Allclass if that index no longer exists; **Disposal** in relation to any given property, means any transfer or grant of any rights and/or interest in such property; **Event of Default** means one or more of the following events: (a) any breach of, and/or any failure to perform, any duty or obligation owing and/or due and payable to, and/or any misrepresentation to, Allclass and/or any of its related parties, by the Customer, any of its related parties and/or the Guarantor under contract (including but not limited to the Agreement), tort (including but not limited to any negligence), statute and/or any other law and/or equity and/or otherwise; (b) an Insolvency Event, (c) any material change in control of the Customer, any of its related parties and/or a Guarantor; (d) any material change in the Customer's, any of its related parties' or a Guarantor's business; (e) the occurrence of any Goods Related Loss, and/or if the Goods are reported by the Customer or any other person to be stolen, damaged or lost; (f) if Allclass determines it does not have the resources or capabilities to carry out such Hire; (g) if Allclass believes the carrying out of the Hire would be unsafe, dangerous, illegal, unethical and/or not in its commercial interests; (h) any change in law that adversely affects Allclass's rights hereunder; and (i) any other event that materially adversely affects Allclass; **Excess Usage Charges** at any given time, in relation to any given period of time within the Holding Period, means an amount equal to: (a) the sum of the Excess Usage Hours for that given period of time, multiplied by (b) the Excess Usage Charge Rate applicable at the start of such given period of time, to the extent that Excess Usage Charges have not already been fully charged to the Customer under and in accordance with the Agreement for such given period of time; **Excess Usage Charge Rate** at any given time means: (a) the Hire Charge Rate at such time, converted into (or corresponding to) an hourly rate based on the assumption that there is 8 hours a day, 5 days a week and 4 weeks a month (for instance and without limitation, a monthly rate would be converted to an hourly rate by dividing it by 4, then by 5, then by 8); or (b) if specified, the rate at which the Parties agree will be the rate chargeable on excess usage hours, **provided however** that on each anniversary of the Actual Delivery Date, the Excess Usage Charge Rate shall be increased in proportion to the CPI Percentage Increase; **Excess Usage Hours** means for any given period of time, the greater of (a) the (i) actual number of hours which the Goods are, or (as the case may be) will be, used by (or which Allclass reasonably estimates the Goods are, or (as the case may be) will be, used by) the Customer during that given period of time, less (ii) the Maximum Periodic Usage Hours for that given period of time, and (b) zero (0); **Expiry Date** means the date at which the Scheduled Hire Period ends; **Fair, Wear and Tear** in relation to the Goods, means the fair, wear and tear that occurs to the Goods as a result of the reasonable and proper use of the Goods by the Customer pursuant to and in accordance with the Agreement; **Force Majeure Event** means any event that prevents or delays Allclass in performing or complying with any of its obligations under or in connection with the Agreement, or any other matter or thing whatsoever, that is due, in whole or part, to any cause, whatsoever and howsoever arising, that is beyond Allclass's reasonable control; **Goods** means the goods that the Customer agrees to Hire from Allclass under the Agreement, and for the avoidance of doubt includes any part thereof and any replacement goods; **Goods Location** means the Customer's closest place of business to the Allclass Place of Business or, if specified, the place specified as the "Goods Location" in the Hire Agreement or specified as the place at which the Parties agree the Customer will keep the Goods; **Goods Related Loss** means any Loss (except to the extent such Loss is a result of Fair, Wear and Tear) that may be incurred by Allclass and/or any other person whomever that relates to or is connected with the Goods (whether directly or indirectly), at any time during the Holding Period (including but not limited to any contamination of the Goods by any hazardous substances and/or any loss of, theft and/or damage to the Goods); **GST** has the same meaning it has under A New Tax System (Goods and Services Tax) Act 1999; **Guarantee** means an agreement between a person (the "Guarantor") and Allclass pursuant to which the Guarantor (among other things) guarantees the performance of some or all of the Customers obligations in connection with the Agreement or any other agreement between the Parties; **Hire Charges** at any given time, in relation to any given period of time within the Holding Period, means the amount equal to the Hire Charge Rate applicable as at the start of such given period of time, multiplied by the number of full and/or part Hire Charge Rate Periods (as the case may be) that has occurred or accrued, or (as the case may be) that is to occur or accrue, within such given period of time, (or, if applicable, multiplied by any minimum period of time of Hire), to the extent that Hire Charges have not already been fully charged to the Customer under and in accordance with the Agreement for such given period of time. Hire Charges shall be taken to accrue with the passing of time during the Holding Period; **Hire Charge**

**Rate** means the monetary rate that is the greater of: (a) the rate at which the Parties expressly agree the Customer will pay Allclass for the Hire of the Goods to the Customer from Allclass under the Hire Agreement; (b) if specified in the Hire Agreement, the rate specified as the "Hire Charge Rate" in the Hire Agreement; and (c) if otherwise, the daily rate for the Hire of the Goods as provided in the Schedule of Hire Rates applicable at that time or, if such rate is not in such schedule, the rate as determined by Allclass and which is available on request, **provided however that** on each anniversary of the Actual Delivery Date, the Hire Charge Rate shall be increased in proportion to the CPI Percentage Increase; **Hire Charge Rate Period** means a period of time within the Holding Period that is: (a) if the Hire Charge Rate is a daily rate, one day; (b) if the Hire Charge Rate is a weekly rate, one week; (c) if the Hire Charge Rate is a monthly rate, one month; (d) if specified in the Hire Agreement, the period of time specified as the "Hire Charge Rate Period" in the Hire Agreement; or (e) otherwise, the period of time that corresponds to the Hire Charge Rate agreed under the Agreement; **Holding Period** means the period commencing at the Actual Delivery Time and ending at the time at which (a) if the Goods are received into the possession and control of Allclass at the Allclass Place of Business on or after the time at which the Term ends in a clean and good working order and condition (Fair Wear and Tear excepted) (and a de-hire confirmation number is obtained from Allclass at such time), then at such time, or (b) if the Goods are received into the possession and control of Allclass at the Allclass Place of Business on or after the time at which the Term ends (and a de-hire confirmation number has been obtained from Allclass at such time), but not in a clean and good working order and condition (Fair Wear and Tear excepted), then at the time such Goods have been cleaned, repaired, restored or replaced to Allclass's satisfaction and Allclass has been fully reimbursed by the Customer for any Loss it has incurred as a result, or (c) if the Goods have been lost, stolen or damaged beyond repair, the time on or after the Term ends at which Allclass has been fully reimbursed by the Customer for any Loss it has incurred as a result. For the avoidance of doubt, the Holding Period includes weekends and public holidays and periods of time during a SDE; **Initial Charges** means the charges the Parties agree that Allclass may charge the Customer prior to the commencement of the Term which may be for any matter whatsoever (including but not limited to transport, carry, delivery, storage, handling or cleaning, carrying out work on, or supplying goods in addition to, adding to or upgrading the specifications of the Goods, and/or any other matter whatsoever); **Insolvency Event** means an event where: (a) the Customer, any of its related parties and/or a Guarantor is (whether deemed by law or otherwise), or states that (or in effect states that), it is unable to pay its debts as and when they fall due; (b) if any step is taken by any person in relation to the winding-up, dissolution, bankruptcy, administration, re-organisation or other similar process of, and/or the appointment of a liquidator, official trustee in bankruptcy, receiver, administrative receiver, administrator, or other similar officer of, and/or the enforcement of any security over any assets of, and/or the enforcement of any guarantee in relation to, the Customer, any of its related parties and/or a Guarantor; (c) the Customer, any of its related parties and/or a Guarantor ceases to carry on business; and/or (c) any other similar or analogous event; **Loss** means any losses, damages, injury, death, theft, liabilities (including but not limited to liabilities in respect of all claims, demands, actions, suits, proceeds and costs), costs, fees, fines, expenses, charges, taxes (including but not limited to any GST or duty) and/or any other losses whatsoever, howsoever arising, whether direct or indirect, (including but not limited to any loss of revenue, income or profits, rental or acquisition of substitute equipment, legal fees and transport, cleaning, storage, insurance and internal costs and charges); **Maximum Periodic Usage Hours** in relation to any given period of time, means: (a) depending on how long the given period of time is, the number of hours that is the equivalent to (or corresponds to) 8 hours for each day in the given period of time, provided however that the Maximum Periodic Usage Hours is not greater than 40 hours in any calendar week, or (b) if specified, the number of hours specified as the "Maximum Periodic Usage Hours" for a certain period of time in the Hire Agreement or the number of hours which the Parties agree are to be the maximum number of hours the Goods can be used over a certain period of time, converted to a number of hours that is equivalent to (or corresponds to) the length of the relevant given period of time; **Other Charges** means any hire or other type of charges that the Customer agrees Allclass may charge the Customer from time to time, for, and/or in connection with, the Hire of the Goods by the Customer from Allclass; **Parties** means the Customer and/or Allclass, as the context may require; **Relevant Event** means the occurrence of any one or more of the following: (a) an Event of Default; (b) a potential Event of Default; (c) a Force Majeure Event; (d) a prior hire, rental, borrow, demo or lease of the Goods; (e) the Goods not being available for whatever reason; and/or (f) any other reason as Allclass may determine in its sole discretion. **Remainder Amount** means an amount that is equal to: (1) in the case (a) no Event of Default has occurred and (b) the Agreement or Term is terminated by Allclass, zero, and (2) in all other cases: (a) 75%, multiplied by (b) the Hire Charge Rate at such date of termination of the Agreement or Term, multiplied by, (c) the number of full and/or part Hire Charge Rate Periods (as applicable) between such date of termination of the Term and the Expiry Date; **Repairs** means any repairs, installations, adjustments, additions, Alterations, maintenance, servicing, accessories, inspections and/or mechanical and/or other tests; **Scheduled Hire Period** means (a) if specified, the period of time for which the Parties agree the Customer will Hire the Goods from Allclass under the Hire Agreement, or (b) if not specified, a period of time equal to one Hire Charge Rate Period; **Schedule of Hire Rates** means at any given time, the schedule, current and up to date as at such time, that sets out monetary rates for the Hire of certain goods from Allclass from time to time, which is available on request and which may be varied by Allclass from time to time without notice; **Specified Business Activities** means (a) the activities the Customer carries out as part of its ordinary course of business or (b) if specified, such other activities specified as the "Specified Business Activities" in the Hire Agreement or specified as the activities in the Hire Agreement for which the Customer will be using the Goods during the Holding Period; **Sundry Charges** means, at any given time, charges for Allclass supplying any goods and/or services to the Customer (other than the Hire itself), and/or for Allclass carrying out any labour or work and/or consuming any goods and/or for Allclass incurring or accruing any Losses or charges from any other person, at the Customer's request, upon the occurrence of a Relevant Event, or as a result of or in connection with the Hire, the Goods and/or the Agreement, where such charges are charged at Allclass's standard rates or prices for such charges as at the given time, or where there are no such standard rates or prices, at such amounts as Allclass may determine, and the rates, prices or amounts of such charges are available to the Customer upon request and may be varied from time to time by Allclass without notice to the Customer. For the avoidance of doubt, Sundry Charges shall include but are not limited to any charges for or in connection with: (i) any Repairs (including but not limited to any travel charges in connection with such Repairs), cleaning, delivery, carrying, transporting, storing, handling, using, collecting, installing, and/or provision of training in relation to the use, of the Goods or (if applicable) other goods; (ii) the administration of the Hire; (iii) the administration of any late payments, any debt recovery and/or any legal action in connection with the Agreement (including but not limited to any labour incurred by Allclass for such administration (at Allclass's standard hourly labour rate available upon request) and any legal or other third party for such administration); (iv) any fuel, consumables, tyres, tracks, spare parts, trade materials and/or any other goods that Allclass may consume and/or supply to the Customer in connection with the Hire; and (v) any levies, fines, penalties and any other government charges that may relate to the Hire; **Term** means the period of time starting at the Actual Delivery Time, and ending on the earlier of (a) the Expiry Date, and (b) the time at which the Term is otherwise terminated.

## 1. Application.

(1) If Postville Pty Ltd ABN 23 057 201 626 ("Allclass") supplies, or agrees to supply, any given goods (the "Goods") and/or services (the "Services") to any person (the "Customer") from time to time, (each such supply of, or agreement to supply, such Goods and/or Services being a "Specified Transaction") on credit (a "Credit Transaction"), or if the Customer otherwise owes Allclass any money or obligation at any given time for any reason whatsoever, ("Other Credit Event"), on or after 16 May 2012, or, if the Customer makes a Credit Application (defined below), on or after 16 May 2012, then the Customer agrees that such Credit Transaction, Other Credit Event and/or Credit Application (a "Relevant Transaction" as the case may be) shall be subject to these terms and conditions named the "Allclass Credit Terms Version ACT2012-01" with effective date 16 May 2012 (the "Credit Terms") (available upon request or at [allclass.com.au](http://allclass.com.au)) unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer. (2) For the purposes of these Credit Terms: (i) an "Event of Default" means the occurrence of any one or more of the following events: (a) any breach of any, and/or any failure to perform any, duty or obligation owing and/or due and payable to, and/or any misrepresentation to, Allclass and/or any of its related parties, by the Customer, any of its related parties and/or a Guarantor, under contract (including but not limited to these Credit Terms), tort, statute, and/or any other law and/or equity and/or otherwise; (b) the occurrence of an Insolvency Event (defined below) relating to the Customer, any of its related parties, and/or any Guarantor (defined below); (c) any Guarantee and Indemnity being terminated (for whatever reason) and/or being void, voidable, invalid and/or unenforceable at law; (d) any event of default under any agreement between Allclass and the Customer, any of its related parties and/or a Guarantor; (e) any material change in control of the Customer, any of its related parties and/or a Guarantor; (f) any material change in the Customer's, any of its related parties' or a Guarantor's business; (g) any change in law that adversely affects Allclass's rights hereunder; and (h) any other event that materially adversely affects Allclass; (ii) an "Insolvency Event" means an event where: (a) the Customer, any of its related parties and/or a Guarantor is (whether deemed by law or otherwise), or states that (or in effect states that), it is unable to pay its debts as and when they fall due; (b) if any step is taken by any person in relation to the winding-up, dissolution, bankruptcy, administration, re-organisation or other similar process of, and/or the appointment of a liquidator, official trustee in bankruptcy, receiver, administrative receiver, administrator, or other similar officer of, and/or the enforcement of any security over any assets of, and/or the enforcement of any guarantee in relation to, the Customer, any of its related parties and/or a Guarantor; (c) the Customer, any of its related parties and/or a Guarantor ceases to carry on business; and (d) any other similar or analogous event; (iii) a "Force Majeure Event" means an event that prevents or delays Allclass in performing or complying with any of its obligations under or in connection with any Relevant Transaction or any other matter or thing whatsoever, that is due, in whole or part, to any cause, whatsoever and howsoever arising, that is beyond Allclass's reasonable control; and (iv) a "Guarantor" means any person that guarantees Allclass and/or indemnifies Allclass against any loss or damage (such guarantee and/or indemnity being a "Guarantee and Indemnity") in relation to the Customer's performance of some or all of the Customer's obligations owing to Allclass previously, now or into the future. (3) For the purposes of these Credit Terms, and for the avoidance of doubt, a Specified Transaction shall be taken to be a Credit Transaction if: (a) in relation to any supply of goods and/or services, other than by way of any hire, rental, lending, demo or leasing (together a "Hire") of any goods: (i) in relation to a supply of goods to the Customer, if such goods are supplied to the Customer before the Customer has paid for (or has otherwise discharged its obligations in connection with) the supply of such goods in full; (ii) in relation to a supply of services to the Customer, if such services are carried out, before the Customer has paid for (or has otherwise discharged its obligations in connection with) the supply of such services in full (whether such services have been charged for or not); and (b) in relation to any Hire, the Hire of the Goods before the Customer has paid for (or has otherwise discharged its obligations in connection with) such Hire in full (whether such Hire has been charged or not).

## 2. Credit Transaction and Other Credit Event

(1) In the event of a Credit Transaction relating to a given Specified Transaction, the Customer must pay the full amount owing under the given Specified Transaction on the earlier of: (a) if the Customer has submitted to Allclass a Credit Application (defined below), and such Credit Application has been approved by Allclass and has not been terminated or suspended after such approval (a "Current Approved Credit Application"), then, the earlier of: (i) 29 days (or if such day is not a business day, the immediately succeeding business day) after the commencement of the calendar month which immediately follows the calendar month in which Allclass has charged (or invoiced) the Customer in connection with the given Specified Transaction; (ii) immediately upon demand by Allclass if, an Event of Default, a potential Event of Default or a Force Majeure Event has occurred (whether such events occurred before, on or after the Credit Transaction); and (iii) immediately upon demand by Allclass if, at any given time, the total amount or obligations owing by the Customer to Allclass exceeds, or if Allclass is about to enter into a Credit Transaction or an Other Credit Event is about to occur, that will make the total amount or obligations owing by the Customer to Allclass exceed, \$2,000 (the "Credit Limit"); and (b) in all other cases, then immediately: (i) on demand, or (ii) upon the occurrence of an Event of Default, a potential Event of Default or a Force Majeure Event. (2) For the avoidance of doubt, if Allclass for any reason allows the Customer to accumulate credit owing to Allclass that exceeds the Credit Limit at any point in time, that does not mean the Credit Limit as defined herein has been extended and Allclass retains the right to immediately demand payment of all amounts or obligations owing by the Customer to Allclass. (3) For the avoidance of doubt, the Customer must pay any amounts owing to Allclass, and/or perform any obligations owing to Allclass, that form part of an Other Credit Event,

immediately upon request. Allclass may, and the Customer irrevocably authorises Allclass to, process payments of any amounts owing to Allclass on the Customer's credit and/or debit card (or nominated credit and/or debit card) at any time without notice, and the Customer agrees to ensure Allclass is notified of the Customer's credit and/or debit card details at any given time that are current and unexpired at such time. (4) Any payments made under these Credit Terms must be made by way of cleared funds to Allclass, by direct deposit into Allclass's nominated bank account or in such other manner as Allclass directs. Notwithstanding the foregoing, Allclass may, and the Customer irrevocably authorises Allclass to, process payments of any amounts owing to Allclass on the Customer's credit and/or debit card (or nominated credit and/or debit card) at any time without notice. The Customer represents that it has authority to give this authority in relation to credit or debit cards not in its name. (5) For the avoidance of doubt, any retention of title clause relating to any Specified Transaction shall not be taken to be amended by reason of any Credit Transaction relating to such Specified Transaction.

## 3. Credit Application.

(1) Prior to entering into any Credit Transaction, if Allclass request (which it may do at any time), the Customer must complete and sign a credit application form, in a form expressly referred to as a "credit application form" subject to these Credit Terms and in a form acceptable to Allclass in its sole discretion, (the "Credit Application Form"), whereby it will be deemed to apply to Allclass to enter into Credit Transactions with Allclass from time to time, subject to these Credit Terms (a "Credit Application"). (2) For the avoidance of doubt, Allclass may determine whether or not it wishes to accept or approve any Credit Application or any other application for the provision of credit, in its sole discretion, for any reason whatsoever and Allclass may require whatever information, agreements and/or documentation it wishes in its sole discretion (including but not limited to any guarantee and indemnity, any credit references and any trade references) before it agrees to enter into any Credit Transaction with a Customer. (3) If Allclass accepts or approves a Credit Application in writing within seven (7) days of receipt of such Credit Application (or within such other timeframe as Allclass agrees), or if Allclass expressly agrees in writing to reinstate a Credit Application after it has been suspended, then the Customer may enter into Credit Transactions with Allclass in relation to Specified Transactions only, provided the total credit owing to Allclass for all Credit Transactions does not at any point in time exceed the Credit Limit, at all times up until the earlier of (a "CA End Event"): (a) Allclass notifying the Customer that Allclass refuses to or will no longer enter into Credit Transactions with the Customer, and (b) the occurrence of an Event of Default, a potential Event of Default or a Force Majeure Event. If a CA End Event has occurred, the Credit Application will be taken to be either (i) terminated, or (ii) to the extent, and until the time at which, Allclass expressly agrees to reinstate the relevant Credit Application after a CA End Event has occurred, suspended.

## 4. Right to Refuse Credit & No Commitment.

For the avoidance of doubt, notwithstanding anything in these Credit Terms, in any Relevant Transaction, in any application for credit and/or in any document or agreement, or arrangement whatsoever, the Customer acknowledges and agrees that: (a) Allclass may refuse to enter into any Credit Transaction with any Customer at any time without notice to, and without recourse from, the Customer, for any reason whatsoever (including but not limited to as a result of the occurrence of an Event of Default, a potential Event of Default and/or a Force Majeure Event), and, for the avoidance of doubt, Allclass may exercise this right whether or not the Customer has completed and/or signed a Credit Application Form. Allclass has accepted or approved a Credit Application of the Customer, and/or Allclass has previously accepted or approved credit applications or other applications for credit by the Customer, or Allclass has previously entered into Credit Transactions with, or has otherwise provided credit (in the past, now or in the future) to, the Customer; and (b) Allclass shall not be deemed to agree, and shall not be deemed to be bound, to provide or grant, or commit to providing or granting, the Customer with any credit whatsoever at any time.

## 5. Agreements, Acknowledgements, Representations and Warranties.

The Customer represents and warrants as at the date it signs any Credit Application Form, the date of any Relevant Transaction, the date of any Specified Transaction which a Credit Transaction relates to and any date at which the Customer owes Allclass money or has any other outstanding obligations owing to Allclass (such dates being a "Relevant Date") that, and the Customer acknowledges that, and the Customer agrees that: (1) no event that would constitute an Event of Default has occurred on, or within 36 months before, the Relevant Date; (2) all information which it and its agents has provided or made available to Allclass prior to and/or on, and/or makes available after, the Relevant Date (including but not limited to the information set out in any Credit Application) is, and will be, true, accurate, complete, up to date and not misleading; (3) it has provided, and will provide (whether requested or not), Allclass with all information about the Customer and the Customer's financial performance and position and the Customer's credit-worthiness, credit history, credit status and credit capacity (the "Credit Position") which would reasonably be expected to be relevant for Allclass to consider in determining whether or not to provide credit to, the Customer; (4) it has received or has had a reasonable opportunity to receive, and it agrees, is acceptable, and to the extent applicable, has complied with, and will comply with, all applicable terms and conditions as set out in the Allclass Terms of Business Version ATB2012-01 with effective date 16 May 2012 (available upon request or at [allclass.com.au](http://allclass.com.au)) unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer, and/or such other terms and conditions that may apply to certain dealings with Allclass from time to time as expressly specified by Allclass on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Customer (together the "Allclass Terms of Business"); (5) the Customer has complied, and will comply, with all applicable laws, regulations and industry standards relating to any Relevant Transaction; (6) for the avoidance of doubt, any credit provided or agreed to be provided under any Relevant Transaction is, and will be, for commercial and business purposes only and is not, and will not be, for any personal, domestic or household purposes and is not, and will not be, for any residential property purposes; (7) Allclass may (if it elects to do so in its sole discretion) raise any set-off or counterclaim which may be available under or in connection with any Relevant Transaction or any other credit owing by the Customer to Allclass, in satisfaction or reduction of any amount or obligation owing by Allclass (or any of its related parties) to the Customer (or any of its related parties) under any agreement or matter or thing whatsoever. However, the right of set-off or counterclaim is not available to the Customer (nor any of its related parties) in connection with any

Relevant Transaction or any other matter or thing whatsoever; (8) Allclass may, and the Customer irrevocably authorises Allclass to, make enquiries as to the Credit Position and the credit and financial responsibilities of the Customer (and/or any of its directors or related parties) in order to suitably qualify the Customer's capacity to incur debt and repay any amounts, and/or perform any obligations, owing to Allclass (including but not limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to the Customer); (9) Items of personal information about the Customer in relation to the Customer's credit worthiness, credit history, credit status and/or credit capacity, or that is contained in the Customer's Credit Application, and that is permitted to be kept on a credit information file, might be disclosed by Allclass (in Allclass's discretion) to a credit reporting agency; (10) that, subject to and in accordance with sections 18H(3), 18K(1)(b), (c) and (h) and 18N(1)(b) of the Privacy Act 1988 (Cth), Allclass may in its discretion, and is hereby irrevocably authorised by the Customer to, obtain credit reports (or any other reports or records relating to the Customer's credit worthiness, credit history, credit status and/or credit capacity) and/or any personal information and/or any other information about the Customer from (as the case may be) any credit reporting agency, bank and/or credit provider for the purposes of (as the case may be): (i) assessing the application for commercial credit by the Customer, (ii) whether to accept the Customer as a guarantor of any credit, (iii) the collection of payments that are overdue in respect of commercial credit provided to the Customer, (iv) enforcing any rights against the Customer in connection with payments that are overdue and/or (v) and related to the management of any commercial credit of the Customer. For the avoidance of doubt, the Customer consents to the disclosure of these Credit Terms and any Customer Credit Application to any such person referred to in this clause; (11) it will notify Allclass as soon as it is aware or reasonably ought to be aware of the occurrence of an Event of Default, a potential Event of Default and/or a Force Majeure Event; (12) to the fullest extent permitted by law, immediately upon receiving written notice by Allclass to such effect following an Event of Default, the Customer will be deemed to charge for the due and punctual payment and performance of the Customer's (and any of its related parties and any Guarantor's) obligations owing to Allclass (and/or any of its related parties), all of the Customer's assets and undertakings, in favour of Allclass (the "Charge") and such Charge will be deemed to be a security agreement under the Personal Property Securities Act (Cth) 2009 ("PPSA") and Allclass will be entitled, and irrevocably authorised to, take such steps as Allclass considers necessary (whether on its own or on the Customer's behalf, as the case may be) to perfect, protect and/or enforce such Charge (including but not limited to registering such Charge on the register for personal property securities or the land registry); and (13) Allclass may charge the Customer, and the Customer must pay Allclass immediately on demand, charges (at Allclass's standard labour hourly rate and such other rates or charges applicable at such time and available on request) for any administration, debt recovery and/or other labour or work carried out or incurred by Allclass that is incidental or related to an Event of Default.

## 6. Customer's Indemnity.

(1) To the fullest extent permitted by law, notwithstanding anything in this or any other document, terms and conditions or agreement or otherwise the Customer shall indemnify, and immediately reimburse or pay on demand, Allclass for any Losses which Allclass incurs or may incur whatsoever arising as a result of or in connection with: (a) any Relevant Transaction (including but not limited to these Credit Terms); (b) and/or any Event of Default. (2) Without limitation to the foregoing and for the avoidance of doubt, the Customer is responsible for its own Losses that it may incur, and for any taxes (including but not limited to any GST and/or duty) that may be applicable, in connection with any Relevant Transaction (including but not limited to these Credit Terms).

## 7. General

(1) The Customer shall on Allclass's request, take such steps as to reasonably assist Allclass in exercising Allclass's rights, remedies and/or powers hereunder and in performing Allclass's obligations hereunder. (2) The Customer may not, but Allclass may, assign any of its rights under or in connection with any Relevant Transaction without the other party's written consent. (3) For the avoidance of doubt, the rights, remedies and powers of Allclass under or in relation to a Relevant Transaction (including but not limited under these Credit Terms) are cumulative and neither exclude, limit nor prejudice any other rights, remedies or powers which Allclass may be entitled to at law, in equity or otherwise. (4) The Customer agrees and acknowledges that neither Allclass nor any other person acting on its behalf has made any representation or other statement to induce the Customer or any other person to enter into a Relevant Transaction, and that the Customer has not entered into a Relevant Transaction in reliance on any representations or statements that is not set out in these Credit Terms. (6) No delay or omission by Allclass to exercise any right, power or remedy available to Allclass as a result of a breach or default under a Relevant Transaction (including but not limited under the Credit Terms) will impair any such right, power or remedy nor will it be construed as a waiver of Allclass's rights to take action or make a claim in respect of such breach or default. (7) If any part of the terms and conditions of any Relevant Transaction (including but not limited to these Credit Terms) becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts. (8) The Customer shall treat all information it receives from Allclass in connection with any Relevant Transaction, any Specified Transaction and any other transaction or agreement as strictly confidential. (9) The Customer agrees to give Allclass 14 days' notice of any change in the Customer's contact details and any other details that it has given Allclass. (10) Any Relevant Transaction (including but not limited to these Credit Terms) shall be governed by the laws of Queensland and the Customer agrees to submit to the exclusive jurisdiction of the courts of Queensland.

**1. Application.**

(1) These terms and conditions are the "Allclass Guarantee & Indemnity Terms Version AGT2012-01" with effective date 16 May 2012 (the "G&I Terms") (available upon request or at [allclass.com.au](http://allclass.com.au)) and, unless (and/or to the extent) Postville Pty Ltd ABN 23 057 201 626 ("Allclass") expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Guarantor (defined below), these G&I Terms shall apply to any Guarantor (defined below). (2) For the purposes of these G&I Terms, a "Guarantor" is any person who expressly agrees in writing in any document to give the Guarantee (defined below) and/or Indemnity (defined below) in favour of Allclass subject to these G&I Terms, and the "Customer" for the purposes of these G&I Terms will be the person specified to be the "Customer" in such written document. (3) For the purposes of these G&I Terms, the "Customer" will be the person or entity as determined in the definition of Guarantor in clause 1(2). (4) For the purposes of these G&I Terms the "Guaranteed Obligations" means: (a) all monies that are due and payable or that become due and payable from time to time by the Customer (whether alone or jointly with another person) to Allclass in connection with the provision of goods and/or services by Allclass to the Customer from time to time on credit, (ii) all other monies which the Customer (whether alone or jointly with another person) is or becomes liable to pay Allclass, whether actually, contingently or otherwise, under any agreement or as a result of any matter or thing whatsoever, and (iii) any other obligation or obligations that are owing to Allclass as at such time, and/or become owing to Allclass in the future, whether actually, contingently or otherwise, for any reason whatsoever, howsoever arising, whether alone or jointly with another person. (5) For the avoidance of doubt, the Guarantor shall be deemed to give a Guarantee (defined below) and/or an Indemnity (defined below) in consideration of Allclass supplying, or agreeing to supply at the Customer's request or otherwise, certain goods and/or services to the Customer on credit from time to time. (6) For the purposes of these G&I Terms: (i) an "Event of Default" in relation to a particular party (the "Defaulting Party"), means the occurrence of any one or more of the following events: (a) any breach of any, and/or any failure to perform any, duty or obligation owing and/or due and payable to, and/or any misrepresentation to, Allclass and/or any of its related parties, by the Defaulting Party and/or any of its related parties, under contract, tort, statute and/or any other law and/or equity and/or otherwise; (b) the occurrence of an Insolvency Event relating to that Defaulting Party and/or any of its related parties; (c) any guarantee and/or indemnity in favour of Allclass and relating to the Defaulting Party (and/or any of its related parties), being terminated (for whatever reason) and/or being void, voidable, invalid and/or unenforceable at law; (d) any event of default under any agreement between Allclass and the Defaulting Party and/or any of its related parties; (e) any material change in control of the Defaulting Party and/or, any of its related parties; (f) any material change in the Defaulting Party's and/or any of its related parties' business; (g) any change in law that adversely affects Allclass's rights hereunder; and (h) any other event that materially adversely affects Allclass; (ii) an "Insolvency Event" in relation to a particular party (the "Insolvent Party") means an event where: (a) the Insolvent Party, any of its related parties and/or a guarantor of the Insolvent Party, is (whether deemed by law or otherwise), or states (or in effect states) that it is, unable to pay its debts as and when they fall due; (b) if any step is taken by any person in relation to the winding-up, dissolution, bankruptcy, administration, re-organisation or other similar process of, and/or the appointment of a liquidator, official trustee in bankruptcy, receiver, administrative receiver, administrator, or other similar officer of, and/or the enforcement of any security over any assets of, and/or the enforcement of any guarantee in relation to, the Insolvent Party, any of its related parties, and/or a guarantor of the Insolvent Party; (c) the Insolvent Party, any of its related parties and/or a guarantor ceases to carry on business; and/or (d) any other similar or analogous event; and (iii) a "Force Majeure Event" means an event that prevents or delays Allclass in performing or complying with any of its obligations under or in connection with any Guarantee and/or Indemnity or any other matter or thing whatsoever, that is due, in whole or part, to any cause, whatsoever and howsoever arising, that is beyond Allclass's reasonable control. (7) For the avoidance of doubt, where there is more than one Guarantor their liability under their Guarantee and Indemnity shall be joint and several.

**2. Guarantee and Indemnity.**

(1) The Guarantor agrees to unconditionally and irrevocably guarantee (the "Guarantee") on demand to Allclass the Customer's due and punctual payment and/or performance (as the case may be) of the Guaranteed Obligations as and when such Guaranteed Obligations are or become owing and/or due and payable to Allclass, or upon the occurrence of an Event of Default relating to the Customer (a "Customer Event of Default") and, for the avoidance of doubt, if for any reason whatsoever the Customer fails to pay and/or perform (as the case may be) such Guaranteed Obligations as and when such Guaranteed Obligations are or become owing and/or due and payable to Allclass, or if a Customer Event of Default occurs, then the Guarantor shall, immediately on demand by Allclass, pay and/or perform (as the case may be) such Guaranteed Obligations. (2) The Guarantor agrees that the Guarantee (a) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation howsoever created or arising; (b) is a continuing guarantee and remains in full force and effect until (i) a final release is given by Allclass to the Guarantor in writing expressly releasing and/or discharging the Guarantor from its obligations under the Guarantee; and (ii) all of the Guaranteed

Obligations outstanding as at the time of such final release are paid and/or performed (as the case may be) in full; (c) for the avoidance of doubt, will not be considered to be partially or wholly released and/or discharged by reason of any Guaranteed Obligations that are owing and/or due and payable by the Guarantor to Allclass at any given time being paid and/or performed (as the case may be) in part or in full by any person (including but not limited to any intermediate payments by the Customer). (3) The Guarantor agrees to unconditionally and irrevocably indemnify Allclass against (the "Indemnity"), and to pay Allclass immediately on demand, for any and all losses, damages, injury, death, theft, liabilities (including but not limited to liabilities in respect of all claims, demands, actions, suits, proceeds and costs), costs, fees, fines expenses, charges, taxes (including but not limited to any GST or duty) and/or any other losses whatsoever, howsoever arising, whether direct or indirect, (including but not limited to any legal fees and any internal costs and charges) (the "Losses") that Allclass incur or may incur from time to time, arising as a result of or in connection with: (a) the Customer's failure to perform the Guaranteed Obligations as and when such Guaranteed Obligations are or become owing and/or due and payable to Allclass; (b) the Guarantee and/or Indemnity; (c) any Customer Event of Default; and/or (d) any Event of Default relating to the Guarantor (a "Guarantor Event of Default"). (4) The Guarantor agrees that the Indemnity: (a) is additional to, separate from and independent of the Guarantor's obligations under the Guarantee; (b) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation howsoever created or arising; (c) is a continuing indemnity and remains in full force and effect until (i) a final release is given by Allclass to the Guarantor in writing expressly releasing and/or discharging the Guarantor from its obligations under the Indemnity and (ii) Allclass receives all amounts owing to it under the Indemnity at such time. (5) For the avoidance of doubt, the Guarantor agrees to make the payments owing and/or due and payable to Allclass hereunder: (a) as and when demanded by Allclass as a principal debtor; and (b) notwithstanding that: (i) the Guarantor has not agreed to the provision of any particular goods and/or services by Allclass to the Customer; and (ii) the Guarantor has no notice of any neglect or omission on the part of the Customer.

**3. Guarantor Acknowledgements and Agreements.**

The Guarantor acknowledges and agrees that: (1) that the Guarantor will provide Allclass with information concerning the credit-worthiness, credit history, credit status and/or credit capacity (the "Credit Position") of the Guarantor immediately upon Allclass's request; (2) that any information the Guarantor provides Allclass in connection with the Guarantee and/or Indemnity (whether requested or not) is true, accurate, complete, up to date and not misleading in any respect; (3) that the Guarantor shall ensure it shall comply with any applicable laws and regulations in connection with the Guarantee and/or Indemnity; (4) that the Guarantor is acceptable with, and has satisfied itself as to, the Credit Position of the Customer and any agreements and terms and conditions that Allclass and the Customer have, or enter into, with each other from time to time, and that Allclass is not required to notify the Customer of such Credit Position, agreements and/or terms and conditions prior to or at any time after the Guarantor agreeing to the G&I Terms; (5) that the Guarantor has received or has had a reasonable opportunity to receive, and to the extent applicable agrees to, has complied with and will comply with the applicable terms and conditions as set out in the Allclass Terms of Business Version ATB2012-01 with effective date 16 May 2012 (available upon request or at [allclass.com.au](http://allclass.com.au)) unless (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Guarantor, and/or such other terms and conditions that may apply to certain dealings with Allclass from time to time as expressly specified by Allclass on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Guarantor (together the "Allclass Terms of Business"); (6) has had full unrestricted opportunity to seek independent legal and financial advice on the Guarantor's rights and obligations hereunder prior to agreeing to the G&I Terms; (7) that Allclass may at any time in its sole discretion, for any reason whatsoever, and without notice to and without recourse from the Guarantor, and without affecting the Guarantor's liability hereunder, refuse to provide goods and/or services to the Customer and/or terminate any agreement with the Customer for any reason whatsoever; (8) the Guarantor's liability hereunder shall not be affected by any changes, amendments, variations or replacements to any, or by the creation of any new or additional, agreements or terms and conditions between Allclass and the Customer from time to time (including but not limited to there being an increase in the Customer's credit limit with Allclass) or by Allclass supplying the Customer additional goods and/or services from time to time, even if the Guarantor's liability is increased as a result (a "Change") and Allclass is not required to notify the Guarantor of any such Change; (9) Allclass is not obliged to make any demand of any person before requesting payment and/or performance (as the case may be) of any of the Guaranteed Obligations from the Guarantor; (10) the Guarantor's liability hereunder is absolute and shall not be affected by any giving of time for payment and/or performance (as the case may be) or by any granting of any indulgence whatsoever, whether by any change, amendment or variation to or replacement of any agreements or terms and conditions between Allclass and the Customer, or by any omission on the part of Allclass to enforce any obligation against the Guarantor, or by any other fact, act or omission whereby the liabilities of the Guarantor hereunder, but for this clause, might have been diminished or discharged; (11) for the avoidance of doubt, any goods and/or services provided to the Customer by Allclass from time to time are for commercial and business purposes only and are not for any personal, domestic or household purposes and are not for any residential property purposes; (12) Allclass may (if it elects to do so in its sole discretion) raise any set-off or counterclaim which may be available under or in connection with any Guarantee and/or Indemnity or any other credit owing by the Guarantor to Allclass, in satisfaction or reduction of any amount or obligation owing by Allclass (or any of its related parties) to the Guarantor (or any of its related parties) under any agreement or matter or thing whatsoever. However, the right of set-off or

counterclaim is not available to the Guarantor (nor any of its related parties) in connection with any Guarantee and/or Indemnity or any other matter or thing whatsoever; (13) Allclass may, and the Guarantor irrevocably authorises Allclass to, make enquiries as to the Credit Position, and the credit and financial responsibilities, of the Guarantor (and/or any of its directors or related parties) in order to suitably qualify the Guarantor's capacity to incur debt and repay any amounts, and/or perform any obligations, owing to Allclass (including but not limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to the Guarantor); (14) The Guarantee and the Indemnity is in addition to and not in substitution for any other security, or right currently held, or which will be taken, by Allclass in respect to the Customer; (15) the Guarantor may not prove in any insolvency administration of the Customer in competition with Allclass without Allclass's consent; (16) to the fullest extent permitted by law, immediately upon receiving written notice by Allclass to such effect following a Guarantor Event of Default, the Guarantor will be deemed to charge for the due and punctual payment and performance of the Guarantor's obligations owing to Allclass (and/or any of its related parties), all of the Customer's assets and undertakings, in favour of Allclass (the "Charge") and such Charge will be deemed to be a security agreement under the Personal Property Securities Act (Cth) 2009 ("PPSA") and Allclass will be entitled, and irrevocably authorised to, take such steps as Allclass considers necessary (whether on its own or on the Guarantor's behalf, as the case may be) to perfect, protect and/or enforce such Charge (including but not limited to registering such Charge on the register for personal property securities or the land registry); (17) Items of personal information about the Guarantor in relation to the Guarantor's Credit Position, or that is contained in a credit application, and that is permitted to be kept on a credit information file, might be disclosed by Allclass (in Allclass's discretion) to a credit reporting agency; (18) that, subject to and in accordance with sections 18H(3), 18K(1)(b), (c) and (h) and 18N(1)(b) of the Privacy Act 1988 (Cth), Allclass may in its discretion, and is hereby irrevocably authorised by the Guarantor to, obtain credit reports (or any other reports or records relating to the Guarantor's Credit Position) and/or any personal information and/or any other information about the Guarantor from (as the case may be) any credit reporting agency, bank and/or credit provider for the purposes of (as the case may be): (i) assessing the application for commercial credit by the Customer and/or Guarantor, (ii) whether to accept the Guarantor as a guarantor of any credit, (iii) the collection of payments that are overdue in respect of commercial credit provided to the Customer and/or Guarantor, (iv) enforcing any rights against the Customer and/or Guarantor in connection with payments that are overdue and/or (v) and related to the management of any commercial credit of the Customer and/or Guarantor. For the avoidance of doubt, the Guarantor consents to the disclosure of these G&I Terms and any credit application to any such person referred to in this clause; (19) Allclass may charge the Guarantor, and the Guarantor must pay Allclass immediately on demand, charges (at Allclass's standard labour hourly rate and such other rates or charges applicable at such time and available on request) for any administration, debt recovery and/or other labour or work carried out or incurred by Allclass that is incidental or related to a Guarantor Event of Default; (20) any payments made under the Guarantee and/or the Indemnity must be made by way of cleared funds to Allclass, by direct deposit into Allclass's nominated bank account or in such other manner as Allclass directs. Allclass may, and the Guarantor irrevocably authorises Allclass to, process payments of any amounts owing to Allclass on the Guarantor's credit or debit card (or nominated credit or debit card) at any time without notice. The Guarantor represents that it has authority to give this authority in relation to credit or debit cards not in its name; and (21) Without limitation to anything herein, and for the avoidance of doubt, the Guarantor is responsible for its own Losses that it may incur, and for any taxes (including but not limited to any GST and/or duty) that may be applicable, in connection with the Guarantee and/or Indemnity.

**4. General.**

(1) The Guarantor shall on Allclass's request, take such steps as to reasonably assist Allclass in exercising Allclass's rights, remedies and/or powers hereunder and in performing Allclass's obligations hereunder. (2) For the avoidance of doubt, the rights, remedies and powers of Allclass under or in relation to a Guarantee and/or Indemnity (including but not limited under these G&I Terms) are cumulative and neither exclude, limit nor prejudice any other rights, remedies or powers which Allclass may be entitled to at law, in equity or otherwise. (3) The Guarantor agrees and acknowledges that neither Allclass nor any other person acting on its behalf has made any representation or other statement to the Guarantor or any other person to enter into a Guarantee and/or Indemnity and that the Guarantor has not entered into a Guarantee and/or Indemnity in reliance on any representations or inducements that is not set out in these G&I Terms. (4) No delay or omission by Allclass to exercise any right, power or remedy available to Allclass hereunder will impair any such right, power or remedy nor will it be construed as a waiver of Allclass's rights to take action or make a claim. (5) If any part of the terms and conditions of these G&I Terms becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts. (6) The Guarantor shall treat all information it receives from Allclass in connection with any Guarantee and/or Indemnity and any other transaction or agreement as strictly confidential. (7) The Guarantor may not, but Allclass may, assign any of its rights under or in connection with any Guarantee and/or Indemnity without the other party's written consent. (8) The Guarantor agrees to give Allclass 14 days' notice of any change in the Guarantor's contact details and any other details that it has given Allclass. (9) Any Guarantee and/or Indemnity and these G&I Terms shall be governed by the laws of Queensland and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Queensland.



Postville Pty Ltd ABN 23 057 201 626 ("Allclass") is committed to protecting the privacy of persons (the "Relevant Persons") who deal with Allclass from time to time in any way whatsoever (whether it is in relation to a supply of goods and/or services to such Relevant Person, the provision of credit to such Relevant Person, a guarantee from such Relevant Person or any other matter or thing whatsoever) subject to and in accordance with the Privacy Act 1988 (Cth) (the "Privacy Act").

Each Relevant Person will be taken to acknowledge, consent and agree to the terms and conditions of this Allclass Privacy Policy Version PP2012-021 with effective date 16 May 2012 (the "Privacy Policy") (which applies until (and/or to the extent) Allclass expressly specifies otherwise on [allclass.com.au](http://allclass.com.au) and/or by written notice to the Relevant Person) and where applicable authorise Allclass to take such steps as prescribed herein. For the avoidance of doubt, this Privacy Policy replaces the Postville Pty Ltd Privacy Policy PP2009-01 with effective date 18 March 2009 in its entirety as at 16 May 2012.

This Privacy Policy sets out, among other things, how Allclass may deal with certain personal information (as defined in the Privacy Act, the "Personal Information") in certain circumstances.

**1. PERSONAL INFORMATION.** Without limitation to the definition under the Privacy Act, Personal Information about a Relevant Person may include but is not limited to: 1.1 the Relevant Person's identity particulars (such as its name, sex, address, telephone numbers, e-mail addresses, previous two addresses, date of birth, employer and drivers licence number) ("Identity Particulars"); 1.2 information about purchase details, service details, warranty and service transaction information provided by: the Relevant Person; Allclass's suppliers and/or its or its suppliers dealers and/or distributors (together being "Allclass's Dealer and Supplier Network"); Allclass's related and/or associated entities and/or its or their respective directors, shareholders and/or employees (together being, "Allclass's Affiliates"); and/or any third parties; and/or 1.3 information about the Relevant Person's consumer and/or commercial: financial circumstances, position and/or performance; credit worthiness; credit history; credit standing; and/or credit capacity (the "Financial Circumstances").

**2. COLLECTION OF PERSONAL INFORMATION.** Subject to the Privacy Act, Allclass may request, make enquiries about, obtain and/or otherwise collect certain Personal Information about a Relevant Person from time to time (including but not limited to any credit reports), from various sources to the extent permitted by the Privacy Act, including but not limited to (together, the "Information Sources"): 2.1 the Relevant Person and/or its associated entities and/or its and/or its associated entities directors, shareholders and/or employees directly (such as when the Relevant Person and/or its directors, shareholders and/or employees provides information in direct written or verbal correspondence with Allclass, or over the internet, or in connection with any Relevant Agreements); 2.2 from Allclass's Dealer and Supplier Network when the Relevant Person purchases any products or has them serviced, repaired or replaced or makes any complaints; 2.3 from competition entry forms; 2.4 from third parties whom Allclass engage to collect and/or manage data on its behalf; 2.5 the persons nominated by the Relevant Persons as trade and/or credit referees in connection with any credit application by, or proposed guarantee from, a Relevant Person in connection with any actual or proposed consumer and/or commercial credit provided or to be provided by Allclass (together a "Credit Application/ Guarantee"); 2.6 any government registries such as the Australian Securities and Investment Commission (and/or similar company registry), the personal property securities registry, and/or any applicable motor vehicle and/or land title registry holding Personal Information; 2.7 the Relevant Person's creditors, bankers and financiers, credit providers, financial counsellors, mortgage and trade insurers; 2.8 credit reporting agencies to assess the Personal Information (including but not limited to the Relevant Person's Financial Circumstances) for the purposes of assessing: any Credit Application/ Guarantee; and/or any arrears which the Relevant Person may have fallen into, any overdue amounts from the Relevant Person (and any collections thereof) and/or any breach of obligations and/or representations by the Relevant Person and/or the occurrence of any event of default under any Relevant Agreement and/or any other similar matter (together a "Default Event"); 2.9 any person or business that provides consumer and/or commercial credit worthiness information, credit references and/or default listings. For the avoidance of doubt, the Relevant Person consents to such Information Sources providing Allclass such information; and 2.10 any directories, any forms of marketing or advertising medium and any suppliers, customers and/or associates of the Relevant Persons.

**3. USE AND DISCLOSURE OF PERSONAL INFORMATION.**

3.1 Subject to the Privacy Act, Allclass will only record, retain,

use and/or disclose Personal Information about a Relevant Person which it receives (whether from any Information Source or otherwise) solely for its business purposes, which may include but is not limited to: 3.1.1 establishing the Relevant Person's account with Allclass; 3.1.2 communicating to or with the Relevant Person and/or its shareholders, directors and/or employees directly; 3.1.3 purchasing or considering purchasing products and/or services from the Relevant Person; 3.1.4 assessing any Credit Application/ Guarantee; 3.1.5 fulfilling Allclass's obligations under any agreement it may have with the Relevant Person from time to time; 3.1.6 promoting, providing and/or selling any of its products and/or services to the Relevant Person; 3.1.7 providing the Relevant Person with marketing material and/or other information about Allclass's products and/or services and/or any special offers; 3.1.8 complying with its legal obligations; 3.1.9 assisting Allclass in managing and/or carrying out its business, products and/or services; 3.1.10 conducting customer and/or market research to improve the quality of, and/or develop, its products and/or services to better suit its customer's needs and/or preferences; 3.1.11 disclosing Personal Information to Allclass's Affiliates and/or any third parties engaged by Allclass to provide services to and/or for Allclass (such as Allclass's relevant: delivery and/or service agents; financiers, insurers and/or other financial service providers; marketing researchers; suppliers; and/or lawyers, accountants, professional advisers and/or consultants); 3.1.12 disclosing information to Allclass's Dealer and Supplier Network as reasonably required; and 3.1.13 disclosing such Personal Information to any buyer or prospective buyer of all or part of the business or assets of Allclass or share capital of Allclass. 3.2 Subject to the Privacy Act, Allclass will not record, retain, use or disclose any Personal Information for any purpose other than referred to in Clause 3.1 without your consent, except in limited circumstances such as the following: 3.2.1 Allclass may disclose Personal Information where such disclosure is required by, and/or is entitled to at, law; 3.2.2 Where there is reason to suspect that unlawful activity has, or may be, engaged in, Allclass may record, retain, use or disclose the Personal Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities; 3.2.3 Allclass may provide to, and exchange with, any person whose name is given to Allclass in connection with that Relevant Person, Personal Information about the Relevant Person (such as in connection with a Credit Application/ Guarantee or a Default Event); 3.2.4 Allclass may provide to, and exchange with, Allclass's collection agents and/or debt collectors Personal Information about the Relevant Person following a Default Event in which case Allclass may disclose such Personal Information to such collection agency and/or debt collector for the purposes of enforcing its rights in connection with such a Default Event; 3.2.5 disclose Personal Information about the Relevant Person to credit reporting agencies before, during or after Allclass provides credit to the Relevant Person (or, as the case may be, enters into a guarantee with such Relevant Person) and this includes but is not limited to: (a) Identity Particulars; (b) the fact the Relevant Person has applied for credit and the credit limit/ amount and that Allclass is a credit provider to the Relevant Person and/or, as the case may be, the fact the Relevant Person has granted a guarantee in favour of Allclass; (c) advice about payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue or in collection); (d) advice that cheques drawn by the Relevant Person which are more than \$100 have been dishonoured; (e) the fact that the Relevant Person has committed a serious credit infringement; and (f) the fact that the credit provided to or any guarantee provided by the Relevant Person has been discharged; 3.2.6 exchange Personal Information about the Relevant Person with another credit provider who is named in any Credit Application/ Guarantee or in a credit report issued by a credit reporting agency or who provides credit to the Relevant Person or is a beneficiary of a guarantee of the Relevant Person and this may be for purposes including, but not limited to: (a) assessing the Financial Circumstances of the Relevant Person and/or assessing any Credit Application/ Guarantee; (b) assisting the Relevant Person to avoid defaulting in its credit obligations or under any guarantee; (c) assessing the Relevant Person's position upon the occurrence of a Default Event; (d) notifying other credit providers of a Default Event relating to a Relevant Person; (e) exchanging information about the Relevant Person's credit or guarantee obligations (as the case may be) with other credit providers; and (f) administering any credit agreement or guarantee (as the case may be) and/or 3.2.7 Allclass may provide Personal Information about the Relevant Person as reasonably necessary to a likely or actual buyer of the whole or part of Allclass's share capital, assets and/or business.

**4. PURPOSE OF PERSONAL INFORMATION.** If the Relevant Person or any other Information Source does not, or chooses not to, provide Personal Information about a Relevant Person, Allclass may not be able to provide the Relevant Person with the goods and/or services such Relevant Person may require from time to time (or a reasonably standard of service) and without limitation to the foregoing, in the case of any Credit Application/ Guarantee, if Allclass is not able to obtain the Personal

Information it requires for such purposes, it will be unable to process the credit application relating to such Credit Application/ Guarantee (although, for the avoidance of doubt, Allclass is under no obligation to accept such credit application if Allclass does have all such information).

**5. PERSONAL INFORMATION OF ANOTHER PERSON.** The Relevant Person represents and warrants that, and further acknowledges and agrees that, when the Relevant Person provides Allclass with Personal Information about another person for the purposes of the Relevant Person's credit application or a proposed guarantee relating to such credit application, it has or must (as the case may be) prior to providing such information to Allclass informed or inform (as the case may be) that other person that: 5.1 it intends to provide such information to Allclass for such purposes; 5.2 without that information Allclass may not be able to process the relevant credit application; and 5.3 that person can access such information which Allclass holds upon request from Allclass.

**6. SECURITY.** Allclass will take reasonable steps to protect the information it holds from misuse and loss from unauthorised access, modification or disclosure. Transmission of data over the internet cannot be guaranteed as totally secure. As a result Allclass is unable to guarantee the security of any information transmitted to it over the internet.

**7. FUTURE CHANGES TO PRIVACY POLICY.** Allclass may from time to time, review and revise its policies. Accordingly, Allclass reserves the right to change this Privacy Policy at anytime by posting such revised version on its website at [allclass.com.au](http://allclass.com.au).