



ALLCLASS STANDARD TERMS OF BUSINESS BOOKLET

EFFECTIVE DATE: 31 MAY 2019

VERSION ATB2019-01

IMPORTANT NOTICE:

This the Allclass Standard Terms of Business Booklet Version ATB2019-01 with the effective date 31 May 2019 (the “2019-01 Booklet”). This 2019-01 Booklet contains certain terms and conditions that are applicable to various types of offers by, supplies by, agreements with, dealings with and/or other matters relating to Postville Pty Ltd (“Allclass”) on and/or from 31 May 2019. This 2019-01 Booklet is available upon request, on allclass.com.au and/or on allclassnorth.com.au for the avoidance of doubt, the terms and conditions herein apply except to the extent Allclass expressly specifies otherwise on allclass.com.au, on allclassnorth.com.au and/or by written notice. For the avoidance of doubt, this 2019-01 Booklet does not necessarily contain all terms and conditions applicable to all offers by, supplies by, agreements with, dealings with and/or matters relating to Allclass, and other terms and conditions may apply to such offers by, supplies by, agreements with, dealings with and/or matters relating to Allclass. The terms and conditions contained in this 2019-01 Booklet are listed in the table of content of this 2019-01 Booklet.

Reference is also made to the Allclass Terms of Business Booklet version ATB2018-01 with effective date 15 October 2018 (the “2018-01 Booklet”) and the Allclass Terms of Business Booklet Version ATB2012-01 with effective date 16 May 2012 (the “2012-01 Booklet”). A reference to “Booklet” herein refers to the 2019-01 Booklet, the 2018-01 Booklet and/or the 2012-01 Booklet as the case may be.

References by Allclass to the Allclass standard terms of business (and/or similar) applying or applicable to a given offer by, supply by, agreement with, dealing with and/or matter relating to Allclass, is intended to include the terms and conditions that are contained in the Booklet, with the latest effective date, which would apply to such given offer, supply, agreement, dealing and/or (as the case may be) matter.

Except to the extent Allclass expressly specifies otherwise on allclass.com.au, allclassnorth.com.au and or by written notice, upon a given person having notice of one or more booklets (the “Relevant Booklets”) on or prior to a given time at which there is an occurrence of a given offer by, supply by, agreement with, dealing with and/or matter relating to Allclass to which the Relevant Booklets may apply, such given offer, supply, agreement, dealing and/or (as the case may be) matter shall be subject to the terms and conditions set out in the Booklet that has the latest effective date as at such given time of all the Relevant Booklets.

A person will be deemed to have notice of a given Booklet on or prior to a given time at which there is an occurrence of a given offer by, supply by, agreement with, dealing with and/or matter relating to Allclass, if such Booklet has an effective date on or before such given time, even if such given offer, supply, agreement, dealing and/or (as the case may be) matter expressly provides that it is subject to the terms and conditions of a Booklet with an earlier effective date.

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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 31 May 2019, 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 available upon request, on allclass.com.au and/or on allclassnorth.com.au, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice.

(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 end of the named calendar month in which such offer was made; (iii) the time Allclass revokes such offer; and (iv) 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 whosesoever 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 of 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 whosesoever 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 whosesoever 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) 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 Allclass standard terms of business, available upon request, on allclass.com.au and/or on allclassnorth.com.au, that are applicable to certain offers by, supplies by, agreements with, dealings with and/or other matters relating to Allclass from time to time, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice the "Allclass Standard 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 Owner Manuals (defined below) 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 any given goods that are 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 given goods' reasonable, proper and intended use; and (c) all applicable operator manuals, recommendations, instructions, directions and information about how to safely and correctly use such given goods, for such given goods, of the manufacturer and/or original supplier ("OEM") for such given goods (the "Owner Manuals") (and in relation to such given goods that have been supplied by Allclass, the Customer acknowledges and agrees that Allclass has provided the Owner Manuals relating to such given goods at the time the Customer took control of such given goods and the Customer is responsible for requesting from Allclass the Owner Manuals should the Owner Manuals not be provided to the Customer at the time the Customer took control of such given goods); (ii) prior to the Customer using and/or allowing any given person to use such given goods, the Customer and such given person has reviewed and understood the following relating to such given goods: (a) the Owner Manuals; (b) the safe operation procedures and requirements, and the safety labels, features and devices; (b) the pre-operational checklist and the operation procedures; (d) the operator controls, levers, functions and buttons; and (e) the required daily checks and maintenance schedule; and (iii) the Customer and any other person that uses such given goods: (a) are suitably competent, experienced, trained and qualified to use such given 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 given goods; (b) each time prior to using such given goods in a given circumstance, conducts a thorough risk assessment specific to such given goods being used in such given circumstance; (c) is not intoxicated, wears proper safety equipment and has proper safety signs on such given goods, when using such given goods; and (d) must ensure at all times that any safety devices and safety labels on any of such given goods: (i) are in good working condition; and (ii) are never altered, by-passed, damaged, removed and/or deactivated; (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) to the extent Allclass has not

provided the Customer with Owner Manuals in relation to a given item of the Goods on or prior to the Supply of Goods, Allclass has on or before such Supply of Goods: (a) notified the Customer of such fact in writing; and (b) taken reasonable steps to obtain and supply such Owner Manuals; (11) Allclass is not the manufacturer of the 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 must not use nor allow any person to use any given goods that are Relevant Goods and/or Other Goods at any given time that: (a) the Customer does not have all of the Owner Manuals for such given goods, and the Customer should ensure it obtains and has such Owner Manuals before it uses and or allows another person to use such given goods after such given time; and/or (b) such given goods have any faults (such as without limitation missing or non-functioning safety devices and/or labels) and the Customer should ensure such faults are rectified before it uses and or allows another person to use such given goods after such given time; (16) in relation to the Supply of Goods, to the extent there is a supply to Allclass of, or an offer or agreement by Allclass to purchase, related trade-in goods, such supply, offer and/or agreement (as the case may be) is subject to, and the Customer agrees that: (A) upon delivery of such related trade-in goods to Allclass, such related trade-in goods will be transferred to Allclass (and at the time of such delivery the Customer will be deemed to represent to Allclass that such related trade-in goods has been transferred to Allclass); (i) with full title guarantee, free from any encumbrances whatsoever (registered or otherwise); (ii) in good working condition and in substantially the same condition as: (a) agreed by Allclass; and (b) it was in at the most recent inspection by Allclass prior to such receipt; (iii) with less than one (1) month or 50 additional usage hours or kilometres (as applicable) since the most recent offer by Allclass to purchase, or the most recent inspection by Allclass of, such related trade in, fair, wear and tear excepted; and (iv) except to the extent otherwise expressly notified in writing by the Customer to Allclass before delivery of, but no more than 14 days before delivery of, such related trade in goods: (a) free from any fault, defect and/or modification and/or alteration not approved by the original manufacturer; and (b) without having had any safety devices and/or labels removed, altered, damaged and/or tampered with; and (B) unless Allclass expressly indicates otherwise, any price for which Allclass offers or agrees to purchase such related trade in goods is deemed to be inclusive of GST. (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; (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; and (19) without limitation to the Customer's other obligations herein and at law, to the extent the Relevant Goods and/or Other Goods include a trailer, the Customer must not allow the trailer to be used while the trailer is loaded with any items and/or materials that would cause the trailer's mass to exceed the maximum trailer mass permitted by the applicable trailer manufacturer and by the applicable laws.

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, whatsoever, 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 whatsoever 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 whatsoever; 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. Privacy Consent.

Upon agreeing to a Supply and/or upon a supply occurring, the Customer consents to the Allclass Privacy Policy, available upon request or on the website allclass.com.au or allclassnorth.com.au, as amended and/or replaced from time to time by publication or notice on website allclass.com.au or allclassnorth.com.au, or otherwise by notice to the Customer, and the Customer further consent that: (1) Allclass may transfer the Customer's personal information overseas (including but not limited to the Philippines and/or India); (2) without limitation to the foregoing, Allclass may disclose personal information to overseas entities who provide administrative services to Allclass and who are entities that are not Australian entities and that are not regulated by the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) in the Privacy Act, and that by consenting to this Privacy Policy the Customer consents to the disclosure of the Customer's personal information to these overseas recipients, on the bases that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and the Customer will not be able to seek redress under the Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and the Customer will not be able to seek redress under the Privacy Act.

12. 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 31 May 2019 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 Hire Terms (defined below) constituting the "Agreement") shall be subject to these terms and conditions, available upon request, on allclass.com.au and/or allclassnorth.com.au, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice. (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 Hire 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 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 unforeseen 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 Standard 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) at the date and time that occurs upon the earlier of (such date and 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 \$20 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 Hire 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) of 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 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. (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 Hire 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 Standard 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 Owner Manuals 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), excluding that which is contained within applicable Owner Manuals, 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 Hire 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 Customer must not use or allow any person to use any given goods that are Goods and/or Other Goods at any given time that: (a) the Customer does not have all of the Owner Manuals for such given goods, and the Customer should ensure it obtains and has such Owner Manuals before it uses and/or allows another person to use such given goods after such given time; and (b) such given goods have any faults (such as without limitation missing or non-functioning safety devices and/or labels) and the Customer should ensure such faults are rectified before it uses and/or allows another person to use such given goods after such given time; (12) Allclass is not the manufacturer of the Goods; (13) the Customer agrees that Allclass has provided to the Customer the Owner Manuals relating to such Goods and/or Other Goods at the time the Customer took control of such Goods and/or Other Goods and the Customer is responsible for requesting from Allclass the Owner Manuals from Allclass should the Owner Manuals not be provided at the time the Customer took control of the Goods and/or the Other 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 in relation to any given goods that are the Goods and/or Other Goods: (i) the Customer and any other person that uses such given 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 given goods reasonable, proper and intended use; and (c) all Owner Manuals relating to such given goods; (ii) prior to the Customer using and/or allowing any given person to use such given goods, the Customer and such given person has reviewed and understood the following relating to such given goods: (a) the Owner Manuals; (b) the safe operation procedures and requirements, and the safety labels, features and devices; (c) the pre-operation checklist and the operation procedures; (d) the operator controls, levers, functions and buttons; and (e) the required daily checks and maintenance schedule; and (iii) the Customer and any other person that uses such given goods: (a) are suitably competent, experienced, trained and qualified to, and understand how to, use such given 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 given goods; (b) each time prior using such given goods in a given circumstance, conducts a thorough risk assessment specific to such given goods being used in such given circumstance; (c) is not intoxicated, wears proper safety equipment, has proper safety signs on such given goods and observes proper safety signs, when using such given goods; and (d) must ensure at all times that any safety devices and safety labels on any of such given goods: (i) are in good working condition; and (ii) are never altered, by-passed, damaged, removed and/or deactivated. (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; (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); and (24) without limitation to the Customer's other obligations herein and at law, to the extent the Goods and/or Other Goods include a trailer, the Customer must not allow the trailer to be used while the trailer is loaded with any items and/or materials that would cause the trailer's mass to exceed the maximum trailer mass permitted by the applicable trailer manufacturer and by the applicable laws.

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 Owner 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 agrees, 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 Owner 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 Owner Manuals, checking air filters, fan belts and that services have been carried out as and when they were or are 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 Owner 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 to, 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 Time, subject to Fair, Wear and Tear, to the Allclass Place of Business: (a) immediately upon completion of the Term; completed; (ii) upon or following the occurrence of a SDE; or (iii) 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 Hire 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, whomsoever, 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. Privacy Consent.

Upon agreeing to a Hire and/or upon a Hire occurring, the Customer consents to the Allclass Privacy Policy, available upon request or on the website allclass.com.au or allclassnorth.com.au, as amended and/or replaced from time to time by publication or notice on website allclass.com.au or allclassnorth.com.au, or otherwise by notice to the Customer, and the Customer further consents that: (1) Allclass may transfer the Customer's personal information overseas (including but not limited to the Philippines and/or India); (2) without limitation to the foregoing, Allclass may disclose personal information to overseas entities who provide administrative services to Allclass and who are entities that are not Australian entities and that are not regulated by the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) in the Privacy Act, and that by consenting to this Privacy Policy the Customer consents to the disclosure of the Customer's personal information to these overseas recipients, on the basis that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and the Customer will not be able to seek redress under the

Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and the Customer will not be able to seek redress under the Privacy Act.

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) For the avoidance of doubt, the rights, remedies and powers of Allclass under the Agreement (including but not limited to those under these Hire 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 Hire 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 Hire 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 Hire 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 Hire Terms. (5) If any part of the terms and conditions of the Agreement (including but not limited to these Hire 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 Hire Terms shall be governed by the laws of Queensland and the Customer agrees to submit to the exclusive jurisdiction of the courts of Queensland.

12. Definitions. For the purposes of these Hire Terms the following terms have the following meanings: Allclass Standard Terms of Business means the Allclass standard terms of business, available upon request, on allclass.com.au and/or allclassnorth.com.au, that are applicable to certain offers by, supplies by, agreements with, dealings with and/or other matters relating to Allclass from time to time, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice; 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 Time, 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) (i) the 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

whomsoever 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 of 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 Time, 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; Owner Manuals in relation to given goods that are the Goods and/or Other Goods, means the applicable operator manuals, recommendations, instructions, directions and information about how to safely and correctly use such given goods, for such given goods, of the manufacturer and/or original supplier of such given goods; 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 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 31 May 2019 (the "Effective Date"), or, if the Customer makes a Credit Application (defined below), on or after the effective date, 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 (the "Credit Terms") (available upon request or at allclass.com.au and/or on allclassnorth.com.au) as may be amended and/or replaced from time to time by way of publication on allclass.com.au and/or on allclassnorth.com.au and/or by way of other notice. (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/or (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 for or not).

2. Credit Transaction and Other Credit Terms.

(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 of 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 of 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 and 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 standard terms of business, available upon request, on allclass.com.au and/or on allclassnorth.com.au, that are applicable to certain offers by, supplies by, agreements with, dealings with and/or other matters relating to Allclass from time to time, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice (together the "Allclass Standard 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 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. Privacy Consent

Upon a Specified Transaction occurring, a Credit Transaction occurring and/or a Credit Application being submitted to Allclass, the Customer consents to the Allclass Privacy Policy, available upon request or on the website allclass.com.au or allclassnorth.com.au, as amended and/or replaced from time to time by publication or notice on website allclass.com.au or allclassnorth.com.au, or otherwise by notice to the Customer, and the Customer further consent that: (1) Allclass may transfer the Customer's personal information overseas (including but not limited to the Philippines and/or India); (2) without limitation to the foregoing, Allclass may disclose personal information to overseas entities who provide administrative services to Allclass and who are entities that are not Australian entities and that are not regulated by the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) in the Privacy Act, and that by consenting to this Privacy Policy the Customer consents to the disclosure of the Customer's personal information to these overseas recipients, on the basis that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and the Customer will not be able to seek redress under the Privacy Act; and (3) some third parties that Allclass transfer information to may not be regulated by the Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and the Customer will not be able to seek redress under the Privacy Act.

8. 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 to 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 to 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 (the "G&I Terms") are available upon request, on allclass.com.au and/or allclassnorth.com.au, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice, and apply to each guarantee granted by a given Guarantor (defined below) in favour of Postville Pty Ltd ABN 23 057 201 626 ("Allclass") on or after 31 May 2019

(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 Allclass standard terms of business, available upon request, on allclass.com.au and/or allclassnorth.com.au, that are applicable to certain offers by, supplies by, agreements with, dealings with and/or other matters relating to Allclass from time to time, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice (together the "Allclass Standard 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, 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. Privacy Consent

Upon granting a guarantee in favour of Allclass and subject to the G&I Terms, the Guarantor consents to the Allclass Privacy Policy, available upon request or on the website allclass.com.au or allclassnorth.com.au, as amended and/or replaced from time to time by publication or notice on website allclass.com.au or allclassnorth.com.au, or otherwise by notice to the Guarantor, and the Guarantor further consents that: (1) Allclass may transfer the Guarantor's personal information overseas (including but not limited to the Philippines and/or India); (2) without limitation to the foregoing, Allclass may disclose personal information to overseas entities who provide administrative services to Allclass and who are entities that are not Australian entities and that are not regulated by the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) in the Privacy Act, and that by consenting to this Privacy Policy the Guarantor consents to the disclosure of the Guarantor's personal information to these overseas recipients, on the basis that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and the Guarantor will not be able to seek redress under the Privacy Act; and (3) some third parties that Allclass transfer information to may not be regulated by the Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and the Guarantor will not be able to seek redress under the Privacy Act.

5. 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.

This Privacy Policy sets out our commitment to protecting the privacy of personal information provided to us, or otherwise collected by us, offline or online, including through our website (**Site**). In this Privacy Policy **we, us or our** means Postville Pty. Ltd. trading variously as Allclass, Allclass Equipment, Allclass North and Allclass Construction Equipment ABN 23 057 201 626.

Personal information

The types of personal information we may collect about you include:

- your name;
- your contact details, including email address, mailing address, street address and/or telephone number;
- your age and/or date of birth;
- your credit card or payment details (through our third party payment processor);
- your preferences and/or opinions in relation to the equipment;
- information you provide to us through customer surveys;
- details of products and services we have provided to you and/or that you have enquired about, and our response to you;
- your browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour;
- information about your access and use of our Site, including through the use of Internet cookies, your communications with our Site, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider;
- additional personal information that you provide to us, directly or indirectly, through your use of our Site, associated applications, associated social media platforms and/or accounts from which you permit us to collect information; and
- any other personal information requested by us and/or provided by you or a third party.

We may collect these types of personal information directly from you or from third parties.

Collection and use of personal information

We may collect, hold, use and disclose personal information for the following purposes:

- to enable you to access and use our Site, associated applications and associated social media platforms;
- for us to promote and provide you with our services, which includes but is not limited to the sale, hire, service and repair of equipment, spare parts and other incidental items and services;
- to contact and communicate with you;
- for internal record keeping, administrative purposes, invoicing and billing purposes;
- for analytics, market research and business development, including to operate and improve our Site, associated applications and associated social media platforms;
- to offer additional benefits to you;
- for advertising and marketing, including to send you our newsletters, promotional information about our products and services and information about third parties that we consider may be of interest to you;
- to consider your credit-worthiness, credit history, credit status, credit capacity and/or credit applications;
- to comply with our legal obligations and resolve any disputes that we may have; and
- to consider your employment application.

Disclosure of personal information to third parties

We may disclose personal information to:

- third party service providers for the purpose of enabling them to assist us in providing our services to you, including (without limitation) administrative service providers, IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors and payment systems operators. This may include parties located, or that store data, outside of Australia;
- our employees, contractors and/or related entities;

- our existing or potential agents or business partners;
- anyone to whom our business or assets (or any part of them) are, or may (in good faith) be, transferred;
- credit reporting agencies, courts, tribunals and regulatory authorities, in the event you fail to pay for goods or services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights;
- third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you. This may include parties located, or that store data, outside of Australia; and
- third parties to collect and process data, such as Google Analytics. This may include parties that store data outside of Australia.

By providing us with personal information and/or by consenting to this Privacy Policy, you acknowledge that:

- we may transfer your personal information overseas (including but not limited to the Philippines);
- without limitation to the foregoing, we may disclose personal information to overseas entities who provide administrative services to us and who are entities that are not Australian entities and that are not regulated by the Australian *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs) in the Privacy Act, and that by consenting to this Privacy Policy you consent to the disclosure of your personal information to these overseas recipients, on the basis that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act; and
- some third parties that we transfer information to may not be regulated by the Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act.

How we treat personal information that is also sensitive information
Sensitive information is a sub-set of personal information that is given a higher level of protection under the Australian Privacy Principles. **Sensitive information** means information relating to your racial or ethnic origin, political opinions, religion, trade union or other professional associations or memberships, philosophical beliefs, sexual orientation or practices, criminal records, health information or biometric information.

We currently, do not collect sensitive information. If we do collect sensitive information, provided you consent, your sensitive information may only be used and disclosed for purposes relating to the primary purpose for which the sensitive information was collected.

Sensitive information may also be used or disclosed if required or authorised by law.

Your rights and controlling your personal information

Choice and consent: Please read this Privacy Policy carefully. By providing personal information to us, or by us notifying you of this Privacy Policy, you consent to us collecting, holding, using and disclosing your personal information, or personal information you have previously provided to us in accordance with this Privacy Policy. If you do not provide us with notice that you do not wish for us to collect, hold, use or disclose your personal information within 30 days of receiving notice of this Privacy Policy, this will be deemed as your consent to us collecting, holding, using or disclosing your personal information in accordance with this Privacy Policy. If you enter into a transaction with us on or after the time you have notice of this Privacy Policy, this will be deemed as your consent to us collecting, holding, using or disclosing your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect your use of this Site or the products and/or services offered on or through it.

Information from third parties: If we receive personal information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

Anonymity: Where practicable we will give you the option of not identifying yourself or using a pseudonym in your dealings with us.

Restrict: If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

Access: You may request details of the personal information that we hold about you. An administrative fee may be payable for the provision of such information.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

Complaints: If you wish to make a complaint about how we have handled your personal information, please contact us using the details below and provide us with full details of the complaint. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint.

Unsubscribe: To unsubscribe from our e-mail database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

Storage and security

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure. We cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that the personal information we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Cookies and web beacons

We may use cookies on our Site from time to time. Cookies are text files placed in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your email address or other personally identifiable information. However, they do allow third parties, such as Google and Facebook, to cause our advertisements to appear on your social media and online media feeds as part of our retargeting campaigns. If and when you choose to provide our Site with personal information, this information may be linked to the data stored in the cookie.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

We may use web beacons on our Site from time to time. Web beacons (also known as Clear GIFs) are small pieces of code placed on a web page to monitor the visitor's behaviour and collect data about the visitor's viewing of a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page.

We may use Google Analytics to collect and process data. To find out how Google uses data when you use third party websites or applications, please see www.google.com/policies/privacy/partners/ or any other URL Google may use from time to time.

Links to other websites

Our Site may contain links to other websites. We do not have any control over those websites and we are not responsible for the protection and privacy of any personal information which you provide whilst visiting those websites. Those websites are not governed by this Privacy Policy.

Amendments

We may, at any time and at our discretion, vary this Privacy Policy by publishing the amended Privacy Policy on our Site. We recommend you check our Site regularly to ensure you are aware of our current Privacy Policy.

For any questions or notices, please contact our Privacy Officer at: Postville Pty. Ltd. trading as Allclass ABN 23 057 201 626

Email: admin@allclass.com.au

Last update: 31 January 2019

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Reference is made to the website www.allclass.com.au, the website www.allclassnorth.com.au and any other websites (together the "Allclass Website") that is owned, operated, and maintained by Postville Pty Ltd ("Allclass") from time to time.

Reference is made to the Facebook pages and Instagram pages of "Allclass Construction Equipment" and any other Facebook pages, Instagram pages and/or pages of any social media provider (together the "Allclass Social Media Pages") that are operated and maintained by Allclass from time to time.

Please read these terms and conditions of use, version ATOWU2019-01 with effective date 31 May 2019 ("Terms and Conditions"). Your use of the Allclass Website and/or any of the Allclass Social Media Pages, as applicable (the "Allclass Website and Social Media Pages") indicates your acceptance and agreement to the Terms and Conditions.

Allclass may change the Terms and Conditions at any time without prior notice and without recourse. You are responsible for checking the Allclass Website and Social Media Pages for the most current version of the Terms and Conditions whenever you use the Allclass Website and Social Media Pages and if you are unable to locate such Terms and Conditions you must contact Allclass for such Terms and Conditions prior to use of the Allclass Website and Social Media Pages. The Allclass Website and Social Media Pages contains links to other websites and social media pages of Allclass, its affiliates, and third parties. Note that your use of any of those websites and/or social media pages indicates your acceptance and agreement to the terms and conditions of the respective websites and social media pages.

1. Prohibited Conduct.

When using or referring to the Allclass Website and Social Media Pages you agree not to: (a) Violate any laws, regulations, or ordinances; Commit or aid criminal acts; (b) Engage in actions that may cause any person disadvantage, loss, or damage to Allclass, any of its affiliates, or any person whomsoever; (c) Violate the legal rights, such as property rights or privacy, nor defame the reputation of Allclass, its affiliates or any person whomsoever; (d) Engage in actions that violate the standards of public order and decency; (e) Upload, use, distribute, or provide in any way a software program or data, such as a computer virus, intended to damage the Allclass Website and Social Media Pages, servers, computers, or any other property of Allclass, its affiliates and any person whomsoever; (f) Use another person's e-mail address or social media account or other contact method with the intention of misleading Allclass, its affiliates or any person whomsoever; and (g) Any other activities that Allclass deems in its sole discretion to be inappropriate.

2. Disclaimers

You agree and acknowledge that: (a) All information in the Allclass Website and Social Media Pages is for descriptive purposes only; (b) Allclass do not make any representation or warranty, whatsoever, to any person, whomsoever, that the information in the Allclass Website and Social Media Pages is correct, accurate and/or complete; (c) Neither Allclass nor any of Allclass's affiliates are liable for any loss or damage whatsoever, howsoever arising, whether direct, indirect or consequential, that any person, whomsoever, incurs or may incur as a result of and/or in connection with any matter, whatsoever, relating to the Allclass Website and Social Media Pages or any information in the Allclass Website and Social Media Pages, including but not limited to loss or damage incurred as a result of or in connection with: (i) any misstatement in the Allclass Website and Social Media Pages; (ii) any misleading information and/or misrepresentation in the Allclass Website and Social Media Pages; (iii) any reliance by any person whomsoever on any information in the Allclass Website and Social Media Pages; (iv) the accuracy, timeliness, or availability of the Allclass Website and Social Media Pages, or any products, services, information or any other thing in or relating to the Allclass Website and Social Media Pages; (v) the safety of the Allclass Website and Social Media Pages or the server (and without limitation to the foregoing, in no event shall Allclass be liable for any loss or damage caused by equipment shutdown due to disaster, line problems/failure, or maintenance; (vi) computer viruses, corrupted files, or any other similar software or data; or data tampering, unauthorized access, or leakage by third parties); and/or (vii) any other matter whatsoever, howsoever arising, relating to or in connection with the Allclass Website and Social Media Pages or the information in the Allclass Website and Social Media Pages; (d) You are an Australian resident that is over 18 years of age; (e) Allclass are not the manufacturer of any of the products set out in the Allclass Website and Social Media Pages and that any person that uses any of the products referred to in the Allclass Website and Social Media Pages (or in any other information provided by Allclass from time to time) must only use such products in accordance with applicable laws and regulations, and in accordance with such product's applicable instruction manuals issued and/or authorised by such product's original equipment manufacturer (OEM); (f) Pictures, photographs, images and videos in the Allclass Website and Social Media Pages are for illustration purposes only; (g) Specifications and other information about products referred to in the Allclass Website and Social Media Pages are sourced from Allclass's suppliers of such products; (h) Allclass may change and/or alter the contents of the Allclass Website and Social Media Pages and suspend or discontinue the services provided through the Allclass Website and Social Media Pages at any time without notice without recourse (and without limitation to the terms herein, Allclass shall not be liable for any loss or damage arising out of any change or alteration to the contents and suspension or closure of the Allclass Website and Social Media Pages, regardless of the reason); (i) Any information in the Allclass Website and Social Media Pages or which Allclass otherwise provide from time to time about certain products only relate to such products to the extent Allclass supply them or are in the business of supplying them; (j) Allclass have the final interpretation of the contents of the Allclass Website and Social Media Pages; For the avoidance of doubt, and notwithstanding anything in the Allclass Website and Social Media Pages, any goods and/or services supplied by Allclass are only supplied subject to the Allclass standard terms of business, available upon request, on allclass.com.au and/or on allclassnorth.com.au, that are applicable to certain offers by, supplies by, agreements with, dealings with and/or other matters relating to Allclass from time to time, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice (the "Allclass Standard Terms of Business"); (k) Any person who has accessed or used the Allclass Website and Social Media Pages is taken to have notice of the Allclass Terms of Business; (l) Any purchaser of products referred to in the Allclass Website and Social Media Pages or in other information Allclass may provide, must confirm the specifications of such product from the supplier of such products prior to entering into an agreement to the purchase such products from such supplier and must not rely on any specifications or information, whatsoever, in the Allclass Website and Social Media Pages; and (m) The Allclass Website and Social Media Pages may provide information about products

and services that are not available. The Allclass Website and Social Media Pages is not always designed to provide information that is currently available.

3. Intellectual Property

(a) Rights in intellectual property (including but not limited to rights in copyright, trademarks and patents) to the documents, images, voices, logos, names, content, and other information and materials on the Allclass Website and Social Media Pages belong to Allclass and/or certain third parties, as applicable, unless otherwise specified. All materials on the Allclass Website and Social Media Pages are protected by intellectual property laws. Except for personal use and except to the extent defined in the Allclass Website and Social Media Pages, you are prohibited from using, duplicating, altering, uploading, posting, sharing, sending, distributing, lending, transferring, selling, publishing and doing anything else whatsoever with any of materials on this Allclass Website and Social Media Pages without the express written permission of Allclass (or the applicable owner or authorised user of such intellectual property). (b) The respective Terms and Conditions contained herein or on other pages on each of the content pages, if any, supersede any other terms and conditions. Software that is made available from the Allclass Website and Social Media Pages is the copyrighted work of the respective owners. Use of such software is subject to the terms and conditions of each end-user license agreement between the owner of such software and the end-user thereof, in addition to copyright laws and other applicable international laws and treaty provisions.

4. Links to other websites and/or social media pages

(a) Third party websites and/or social media pages linked to or from the Allclass Website and Social Media Pages ("Linked Site(s)") are independently operated and maintained by such third parties and are not under the control of Allclass. Use of the Linked Site shall be subject to the terms and conditions stipulated by the operator of each Linked Site. Allclass assumes no responsibility for the contents of any Linked Site. Without limitation to Clause 2 (Disclaimers) of these Terms and Conditions, in no event shall Allclass be liable for any loss or damage incurred by accessing or using any Linked Site. (b) Nothing contained on the Allclass Website and Social Media Pages shall be interpreted as a recommendation and/or endorsement by Allclass of the contents of the Linked Sites, and any information, products and/or services appearing on and/or provided through such Linked Sites. Nothing contained herein shall be deemed to constitute a partnership or similar relationship between the operators of the Linked Sites and Allclass.

5. General Agreements and Acknowledgements

(a) Upon submitting any information onto the Allclass Website and Social Media Pages, you hereby grant to Allclass a perpetual "royalty free" licence to reproduce, publish, perform, communicate to the public, edit, adapt, post, share and/or otherwise use such information (or any information related to such information) by any method and any means now or hereafter invented. You agree that for the avoidance of doubt, Allclass is entitled to use such information, or any information related to such information (together such information being, the "Relevant Information"), in any manner and for any purpose whatsoever, at Allclass' sole and absolute discretion, including but not limited to using such Relevant Information for any communication, promotional, marketing and/or publicity purposes, for an unlimited period of time without any reference, payment or compensation (in any form whatsoever including without limitation royalties) to you or any other person whomsoever, and without any notice to, or consent of, the you or any other person whomsoever. (b) Without limitation to Clause 2 (Disclaimer), you agree and acknowledge that: (i) and we warned that, some or all content on the Allclass Website and Social Media Pages may contain information that infringes the Allclass Guidelines; (ii) Allclass and its affiliates disclaim all liability whatsoever howsoever arising for and/or directly or indirectly relating to, are not responsible for, and do not endorse, condone or support any content, at any time even if: (1) Allclass publishes or distributes such information in any manner whatsoever (whether by liking, posting, reposting or sharing such information or otherwise); and/or (2) Allclass does not remove or attempt to remove such information from the Allclass Website and Social Media Pages or anywhere else; (iii) Allclass is not responsible for removing any content from the Allclass Website and Social Media Pages that contains or may contain Offensive Information and/or information that infringes the Allclass Guidelines; (iv) that you must not and will not copy or recreate, nor will you try to copy or recreate, situations or conduct from (or that appears to be displayed in) any content displayed on or directly or indirectly through the Allclass Website and Social Media Pages from time to time; (v) if you submit or attempt to submit content on Allclass Website and Social Media Pages you do so at your own risk; (vi) if you view, like, share or otherwise participate with the Allclass Website and Social Media Pages in any manner whatsoever, you do so at your own risk; (vii) For the avoidance of doubt, Allclass is not responsible for any content on the Allclass Website and Social Media Pages that is submitted or viewed or participated with by any person whomsoever; (viii) To the extent permitted by applicable law, you agree to defend, indemnify and hold forever harmless Allclass and Allclass' affiliates, and Allclass' and Allclass' affiliates' officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (1) your use or participation with the Allclass Website and Social Media Pages; (2) your violation of any term of these Terms and Conditions; (3) your violation of any privacy right, contractual right, property right, intellectual property right (including but not limited to any copyright), and/or any other right of any person whomsoever, in connection with the Allclass Website and Social Media Pages; (4) your breach of any tortious, contractual, statutory or any other duty; and/or (5) any claim made in relation to the content submitted; (ix) Allclass and its affiliates disclaim all liability whatsoever howsoever arising for and/or directly or indirectly relating to, are not responsible for, and do not endorse, condone or support, any content published on Allclass Website and Social Media Pages by any means whatsoever, at any time, by any person whomsoever; and (x) You are warned that Allclass Website and Social Media Pages may contain content that is offensive and/or disturbing, such as (without limitation) conduct that is or may be illegal, dangerous and/or hazardous. You must not try to copy and/or recreate any conduct that is or appears to be displayed in any such content. (c) By sending any comment, questions, information, proposals, ideas, etc. ("Comments") to Allclass, then such Comments will be treated with the understanding that you agreed to the following terms: (i) Allclass will not treat the Comments as confidential or proprietary information; (ii) Allclass will not assume any obligation to consider, evaluate, or adopt the Comments; and (iii) Even if Allclass adopts any comments identical or

similar in part or in whole to the Comments, Allclass assumes no responsibility and shall not be liable for any compensation.

6. Privacy Policy and Consent

Upon using the Allclass Website and Social Media Pages, you consent to the Allclass Privacy Policy, available upon request or on the website allclass.com.au or allclassnorth.com.au, as amended and/or replaced from time to time by publication or notice on website allclass.com.au or allclassnorth.com.au, or otherwise by notice to you, and you further consent that: (1) Allclass may transfer your personal information overseas (including but not limited to the Philippines and/or India); (2) without limitation to the foregoing, Allclass may disclose personal information to overseas entities who provide administrative services to Allclass and who are entities that are not Australian entities and that are not regulated by the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) in the Privacy Act, and that by consenting to this Privacy Policy you consent to the disclosure of your personal information to these overseas recipients, on the basis that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act; and (3) some third parties that Allclass transfer information to may not be regulated by the Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act.

7. Link to the Allclass Website and Social Media Pages

You can link any website and/or social media page to the Allclass Website and Social Media Pages, if you inform Allclass of the URL of the linked website or social media page and the name of the contact person provided however (1) Allclass expressly confirm this is acceptable with you in writing, and (2) you agree to the following: (a) Without limitation to Clause 2 (Disclaimers) of these Terms and Conditions, in no event will Allclass be liable for loss or damage incurred by linking to the Allclass Website and Social Media Pages, nor will Allclass be liable for any loss or damage as a result of anything relating to your website and/or social media pages or any other matter whatsoever; (b) Allclass assumes neither the responsibility nor the obligation for the link to the Allclass Website and Social Media Pages; (c) Linking to the Allclass Website and Social Media Pages does not in any way whatsoever indicate the grant of any rights from Allclass to any person whomsoever; (d) The URL and contents of the Allclass Website and Social Media Pages may be changed or deleted by Allclass at any time without prior notice. Notification of changes or deletion of the contents will not be provided; (e) You will not make any cross-links; (f) You sure that the Allclass Website and Social Media Pages is presented in a way that permits a third party to clearly understand that the Allclass Website and Social Media Pages content belongs to Allclass, e.g., the Website should not appear within a frame of another website; (g) You do not use our logo without express written permission; (h) You only do this for a one (1) month period unless Allclass has otherwise agreed in writing; (i) You will stop linking your website and/or social media pages immediately upon Allclass's request; Links from websites and/or social media pages in breach of the Allclass Guidelines will be denied.

8. Applicable Laws and Jurisdiction.

Use of the Allclass Website and Social Media Pages and the Terms and Conditions shall be governed by and construed in accordance with the laws of Queensland, Australia, unless otherwise specified. All disputes and lawsuits over use of the Website, unless otherwise specified, shall be submitted to the Courts of Queensland, Australia.

9. Defined Terms.

For the purposes of these Terms and Conditions, unless the contrary intention appears, the following capitalised terms have the following meanings: (a) "Allclass Guidelines" means that any content submitted on Allclass Website and Social Media Pages by any person other than Allclass: (i) must comply with, must display activity, conduct or any other matter that complies with, and must have been produced, prepared, created, published and submitted in accordance with and subject to, any applicable laws, regulations and industry standards; (ii) must ensure any products or equipment used in, or used in connection with, such content: (1) for their reasonably intended purpose; (2) their fit and proper purpose; (3) in accordance with any applicable operator manuals; and (4) in accordance with any applicable laws, regulations and industry standards; (iii) must comply with any applicable terms and conditions of Google, YouTube, Facebook, Instagram, Twitter and other websites or social media outlets as are applicable; (iv) must not contain or appear to contain Offensive Information; (v) must be an original work of the person submitting the content; (vi) must not infringe or breach any privacy rights, contractual rights, tortious rights, statutory rights, property rights, intellectual property rights (including but not limited to any person's copyright and/or any other intellectual property rights) or any other rights whatsoever or any person whomsoever; and (vii) must not in the opinion of Allclass, in Allclass' sole and absolute discretion, adversely affect, in any manner whatsoever, and to any extent whatsoever, Allclass', or any of Allclass' affiliates', businesses, or any aspect of, or any matter that relates to, their respective businesses in any way whatsoever (including but not limited to Allclass' or Allclass' affiliates' brands, products, directors, officers, employees and suppliers); and (b) "Offensive Information" means any information that is: (i) anything that is offensive, defamatory, derogatory, disturbing, sexist, sacrilegious, racist or that offends on a religious, ethnic or cultural basis; (ii) any pornography, nudity or sexually explicit acts; (iii) any violence, abuse or humiliation of any person, animals or property; (iv) any drugs or substance abuse; (v) any person or property in a, or possibly in a, illegal, dangerous or hazardous situation, or any act, omission or any other conduct whatsoever that is illegal, dangerous, hazardous; (vi) any act, omission or any other conduct whatsoever that infringes any applicable laws, regulations or industry standards; (vii) any shock items such as dead or severely injured bodies of any person or animal; (viii) any hate speech which attacks or demeans a person or a group in the community; and/or (ix) any predatory behaviour, stalking, threats, harassment, invasion of privacy, or the revealing of other persons' personal information.