

ALLCLASS STANDARD TERMS OF TRADE

Version Date: 1 November 2025



ALLCLASS.COM.AU

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This document with the abovementioned Version Date (which including the annexures is the **Allclass Standard Terms of Trade**) consists of the following terms and conditions (**Terms and Conditions**) which are applicable to certain dealings, as set out in such Terms and Conditions, between you and Postville Pty Ltd t/a Allclass (**Allclass**):

1. **the Allclass Standard Terms and Conditions of Supply (as set out in Annexure A of this document)**: These Terms and Conditions apply to our supply of the Goods and Services to you, including any other document or schedule referred to in such Terms and Conditions; and
2. **the Allclass Standard Terms and Conditions of Credit (as set out in Annexure B of this document)**: These Terms and Conditions apply where we agree to provide our Goods or Services to you on credit.

Capitalised terms in this Allclass Standard Terms of Trade shall have the same meaning as they have in the Terms and Conditions unless the context requires otherwise.

We may amend these Allclass Standard Terms of Trade at any time, by providing seven (7) Business Days' notice to you including by publishing revised terms on our Website. Each dealing that is a Supply, Offer or Credit Arrangement that, but for such amendments, would be governed by the Terms and Conditions is intended to be governed by the existing and most current written version of our standard terms of trade intended to govern such dealing. It is your responsibility to check which version of our standard terms of trade are in force and apply to a given dealing prior to and at the time of engaging in such dealing.

Annexure A

Allclass Standard Terms and Conditions of Supply

These standard terms and conditions of supply apply from and including the Version Date and are between Postville Pty Ltd T/A Allclass (ABN 23 057 201 626), (**we, us or our**) and you, the person or entity to whom we supply, agree to supply or offer to supply Goods and/or Services (**you or your**), together the **Parties** and each a **Party**.

For each Supply, these standard terms and conditions of supply, other applicable terms and conditions of such Supply and (if applicable) our Credit Conditions, form the entire agreement for such Supply (the **Terms**).

Our Disclosures:

Please read the Terms carefully and contact us if you have any questions. By accepting the Terms, you agree that without limitation to our rights under the Terms:

- we may amend these standard terms and conditions of supply at any time, by providing 7 days' written notice to you including by publishing revised terms on our Website. Any revision to these standard terms and conditions of supply applies to any Goods and/or Services supplied after the date of such revision regardless of the date of the Offer;
- we make no representations regarding the suitability of our Goods or Services for you (clause 12.1(f));
- to the maximum extent permitted by law, we make no representations regarding Specifications provided by a third party and from time to time the Specifications may change (clause 2.2);
- you must inspect the Goods and/or Services upon delivery by us, or collection by you (clause 3.3);
- we may, at our sole discretion, cancel our agreement to purchase the Trade-In Goods under a Trade-In Supply without penalty, and at our choice, without cancelling the Supply, if we are not satisfied with the condition of the Trade-In Goods upon its delivery or collection (see clause 4.4);
- you must pay us the Price for the Goods and/or Services under a Supply in full and cleared funds within 1 Business Day of our request (see clause 11.2(b)). Your failure to pay the Price in accordance with the Payment Terms may result in us recovering or repossessing the Goods, charging you interest, or suspending the provision of the Goods and Services until we receive payment (see clause 11.5);
- we may set-off or deduct from any monies payable to you under the Terms, any amounts which are payable by you to us (whether under the Terms or otherwise), (see clause 11.6);
- if any of our suppliers of certain Inputs increases the costs that we pay for such Inputs after the date you accept the Supply, we may pass these additional costs to you by providing you notice of such increase (see clause 11.8);
- we may cancel any Offer that we have previously accepted, at any time before delivery of a Good and/or Service and for whatever reason and without Liability to us (clause 15.1);
- subject to your Consumer Law Rights, we will not refund any amounts paid by you unless we cancel such Supply under clause 15.2 or you cancel such Supply as allowed in such Supply or clauses 15.3 or 16.3 and within the timing provided in clause 16 and subject to us not having already delivered the Goods and/or Services or you paying us our costs of such delivery (clause 16);
- to the maximum extent permitted by law and subject to your Consumer Law Rights, we will not be liable for any Liability: (a) caused or contributed to by any loss or damage which is the inevitable and unavoidable part of a person using the Goods or Services, (b) for delays in providing the Goods or Services, including delays arising from any reason whatsoever as set out in clause 3.2, and (d) arising from Your Items as set out in clause 10.2 (see clause 17);
- subject to your Consumer Law Rights, our Liability for the provision of the Goods and Services will be limited to, at our discretion, us resupplying the relevant Goods and/ or reperforming the relevant Services or, in our sole discretion, to repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Goods and Services, to which the Liability relates (see clause 17.1(b)); and
- upon entering into a transaction with us, you consent to our Privacy Policy (which is available on our Website or on request) and you acknowledge that we may transfer your personal information overseas (including but not limited to the Philippines and/or India) to entities that are not Australian entities and that are not regulated by the Privacy Act 1988 (Cth) (see clause 20.16).

1. Acceptance

- 1.1 Under each Supply, you have requested the Goods and Services, and you are taken to have accepted the Terms by the earlier of:
- (a) signing and returning a written Offer for such Supply to us;
 - (b) communicating acceptance of an Offer for such Supply to us (whether expressly or impliedly, verbally or in writing, including by email);
 - (c) making an Offer to us for such Supply, us accepting an Offer from you for such Supply and/or us agreeing to such Supply;
 - (d) making any full or partial payment of the Price (including any Deposit if one is required); and
 - (e) any other conduct that indicates your making or acceptance of an Offer for such Supply and/or your agreement for such Supply.
- 1.2 It is your responsibility to check the details of each Offer and Supply, including selected Goods and/or Services, delivery and collection details and pricing, before acceptance as set out in clause 1.1. For the avoidance of doubt, we may, at our absolute discretion, accept or reject a request for Goods and/or Services.
- 1.3 If we issue you an Offer for a Supply and you have not accepted the Offer in accordance with clause 1.1, we may revoke the Offer at any time prior to you accepting it by notice to you and in any event, unless we have notified you otherwise, such Offer will be automatically revoked by us after the earlier of: (a) the expiry of 30 days from the date of the Offer; and (b) the end of the calendar month in which the Offer was issued.

2. Goods and Services

- 2.1 We agree to provide the Goods and/or Services to you under a Supply in accordance with the Terms and all applicable laws and where applicable, using our Personnel.
- 2.2 You agree to use the Goods in accordance with the Owner Manuals and Specifications applicable for such Goods from time to time. You acknowledge and agree that you rely on the Owner Manuals and Specifications at your own risk it is your sole responsibility to read such Owner Manuals and Specifications before using the Goods. Subject to your Consumer Law Rights, we make no representations regarding the accuracy or completeness of Specifications provided by a third party.
- 2.3 Please be aware that some of the Goods sold by us may not be suitable for children under 18 years old or for persons not trained to use the Goods. Please take extra care when ordering Goods and make sure that they are suitable for your use and expertise.
- 2.4 If the Terms for a Supply requires you to effect and maintain Insurance for:
- (a) the Goods, you must effect and maintain the Insurance with a reputable insurer until such time that the Price for the Goods is paid in full and provide us with proof of such Insurance prior to us making the Goods available to you and at any time on request by us. If the Goods are damaged prior to your payment in full of the Price, it is your responsibility to claim on the Insurance and nothing in this clause removes any obligation on you to pay us the Price for the Goods; and
 - (b) the Hired Goods, you must effect and maintain the following insurances with a reputable insurer until such time that the Hire Holding Period for such Hire has ended and provide us with proof of such Insurance prior to us making such Hired Goods available to you and when reasonably requested by us:
 - (1) public liability insurance up to \$20 million for each occurrence including coverage for fire, flood, accident, collision, earthquake, storm, theft, loss and general damage and all other usual risks; and
 - (2) product liability insurance for an amount that is greater than: (a) full retail market value of the Hired Goods; (b) the full retail market value of a new version of the Hired Goods, or a new version that is substantially similar to the Hired Goods.

If the Hired Goods are damaged prior to your payment in full of the Price for the Service that is such Hire or the time the Hire Holding Period for such Hire is complete, it is your responsibility to claim on the Insurance and nothing in this clause removes any obligation on you to pay us the Price for such Hire.

3. Time of delivery and performance

- 3.1 All Goods and/or Services are subject to availability. We make no representations regarding the availability of our Goods and/or Services or the timing of supply of Goods and/or Services.
- 3.2 If the Terms for a Supply expresses a time within which the Goods or Services are to be supplied, we will use reasonable endeavours to provide the Goods and Services by such time, but you agree that such time is an estimate only.
- 3.3 You must inspect the Goods and Services upon delivery by us, or collection by you, and you agree to notify us promptly (and no later than 1 Business Day after such Goods and Services have been delivered by us) if you consider that the Goods and Services fail to comply with the Terms.
- 3.4 If you do not provide us with notice in accordance with clause 3.3 then, subject to your Consumer Law Rights, you will be deemed to accept that delivery of the Goods and Services, and you acknowledge and agree that:
- (a) the quality, performance and condition of the Goods and Services are satisfactory, and they are free from defects and faults;
 - (b) that such Goods and any other goods that have been received in connection with the Supply (including any Serviced Goods) have been received in a clean condition and good working order;
 - (c) that the Goods and Services match any description, sample and/or demonstration that may have been provided;
 - (d) that such Goods and Services were delivered completely and with adequate and due care and skill;
 - (e) in relation to the Goods, that you have received or obtained or have had a reasonable opportunity to receive or obtain all applicable Owner Manuals relating to such Goods; and
 - (f) that such Goods and/or Services were delivered within a reasonable period of time.

4. Trade-in Goods

- 4.1 This clause 4 applies to arrangements where we accept Trade-In Goods as part of the Terms of a Supply (**Trade-In Supply**).
- 4.2 You agree that, and to the extent you are not the Trade In Goods Supplier under a Trade-In Supply you agree to ensure that, on the earlier of payment by us for, and delivery to us of, the Trade-In Goods under a Trade-in Supply, title in the Trade-In Goods will be immediately transferred to us.
- 4.3 You agree that, and to the extent you are not the Trade In Goods Supplier under a Trade-In Supply you agree to ensure that, the Trade-In Goods will be delivered and transferred to us:
- (a) with full legal title, free from any encumbrances whatsoever (registered or otherwise);
 - (b) in accordance with applicable laws;
 - (c) in good working condition and in substantially the same condition (as determined by us acting reasonably) as agreed by us at the time we agreed to the Trade-In Supply of such Trade-in Goods;

	(d)	with less than one month passed, and the Trade-In Goods used for less than 50 additional usage hours or kilometres (as applicable), since the earlier of:		(g)	in the event of an Event of Default and/or a Hire Stand Down Period, immediately stop using the Hired Goods, store them safely, and take all reasonable steps to prevent any further Liability being incurred by us in connection with the Hired Goods; and
		(1) the time we agreed to the Trade-In Supply of such Trade-in Goods; and		(h)	obtain a de-hire confirmation number from us on the completion of the Hire Term.
		(2) our most recent inspection of the Trade-In Goods prior to such agreement of such Trade-In Supply; and		Hire Charges	
	(e)	except to the extent otherwise expressly notified in writing by you to us no more than 7 days before delivery of such Trade-In Goods to us:	5.5	Hire Charges shall accrue and be payable for the entire Hire Holding Period, including weekends, public holidays.	
		(1) free from any fault, defect, modification and alteration not approved by the original manufacturer of the Trade-In Goods (fair wear and tear accepted); and	5.6	We may charge you:	
		(2) with all safety devices and labels intact, unaltered, undamaged and untampered with.		(a)	Hire Charges for a full day if the Hired Goods are returned to us after 9am on the Hire Expiry Date; and
4.4	For each Trade-In Supply, you agree that and to the extent you are not the Trade-In Goods Supplier, you agree to ensure that:		5.7	(b)	Hire Charges up until the expiry of the Hire Holding Period.
	(a)	the Trade-In Goods Supplier of such Trade-In Supply will comply with their duties owing to us under such Trade-In Supply;		If indicated in the Terms for a Hire, you must pay us the Bond prior to the Hire Term, and:	
	(b)	the Trade-In Goods Supplier will provide us a valid tax invoice, the applicable Owner Manuals and all other information reasonably required by us, whether at law or otherwise;		(a)	with 5 Business Days' written notice to you, we may call upon the Bond to satisfy payment of any amounts due and payable, and/or performance of any obligations by you with respect to the Hired Goods; and
	(c)	risk in connection with any Trade-In Goods under a Trade-In Supply does not pass to us until the time at which we receive the possession and control of the Trade-In Goods;	5.8	(b)	subject to your compliance with the Terms and no Event of Default occurring in relation to such Hire, we will refund you the balance (if any) of such Bond within a reasonable time after expiry of the Hire Holding Period.
	(d)	unless we expressly indicate otherwise in writing, any price for which we offer or agree to purchase such related Trade-In Goods under a Trade-In Supply is deemed to be inclusive of GST;		On each anniversary of the commencement of the Hire Holding Period, the Hire Charge Rate will automatically increase by the most recently published percentage increase in the 'Consumer Price Index All Groups Weighted Average of the Eight Capital Cities' (as published and updated by the Australian Bureau of Statistics from time to time) over the 12-month period immediately preceding the relevant date, provided such percentage increase is greater than zero (0) percent.	
	(e)	if the Trade-In Goods Supplier fails to provide the Trade-In Goods within a reasonable time and/or you fail to comply with any of the obligations in this clause 4, we may at our discretion: (1) terminate the Supply and the Trade-in Supply; or (2) terminate the Trade-In Supply without cancelling the Supply; and	5.9	If the Hire Term is terminated before the Hire Expiry Date (except due to a default by us), we may charge you a Hire Remainder Amount. You acknowledge and agree that the Hire Remainder Amount is a reasonable and genuine pre-estimate of the loss which we would incur due to the early termination of the Hire Term.	
	(f)	we are under no obligation to deliver you any Goods and/or Services under a Supply related to such Trade-In Supply and/or pay for the Trade-In Goods under such Trade-In Supply prior to:	5.10	Gratuitous Loan	
		(1) you paying for the Goods and/or Services under the Terms of such Supply in full and performing all other obligations you are required to perform under the Terms of such Supply; and		In the event that we Hire to you Hired Goods at no charge (a Gratuitous Loan), such as where your own equipment is undergoing repairs, you agree that:	
		(2) the Trade-In Goods Supplier delivering to us the Trade-In Goods in accordance with the Trade-In Supply and the Terms.		(a)	the Gratuitous Loan forms part of the broader business relationship between the Parties and is made in consideration of your continued custom and goodwill and compliance with the Terms;
5.	Hired Goods			(b)	your use of the Hired Goods under a Gratuitous Loan is subject to the Terms and your compliance with this clause (as applicable);
5.1	Without limiting the Terms, this clause applies to a Supply which includes Hire.			(c)	you must return such Hired Goods to us promptly upon our request or upon completion of repairs to your own equipment, whichever occurs first, and in the Required Return Condition; and
5.2	The Goods will be Hired to you for the Hire Term and in consideration for paying the Hire Charges and such other charges as may be payable, subject to the Terms.			(d)	the Gratuitous Loan creates a bailment relationship between us, with you as bailee, responsible for the safekeeping of the Hired Goods.
	Your Acknowledgements			Return of Hired Goods	
5.3	You acknowledge and agree that:		5.11	You must at your own cost return all of the Hired Goods into our possession and control at Our Premises in the Required Return Condition on the earlier of:	
	(a)	you are responsible for all expenses related to your use and possession of the Hired Goods, including Trade Work, consumables, insurance, legal compliance, and any Hired Goods Related Loss;		(a)	completion of the Hire Term; and
	(b)	to the maximum extent permitted by law, we may at any time replace the Hired Goods with other goods and/or items that we reasonably believe to be of a similar nature;		(b)	our request following an Event of Default or if we reasonably suspect the Hired Goods require Trade Work or replacement.
	(c)	we may, but we are not obliged to, agree to a Hire Stand Down Period if requested by you. If we agree to a Hire Stand Down Period, Hire Charges will, provided you comply with the Terms, not accrue over such given period and the length of the Hire Term for shall be extended by a period of time equal to such Hire Stand Down Period;	5.12	Without limiting any of our other rights, failure to return the Hired Goods in accordance with the Terms may constitute criminal theft and may be reported to the police.	
	(d)	we and/or our Personnel may access and enter any Site where the Hired Goods are located to reclaim possession and/or control of the Hired Goods or carry out Trade Work. Where we reclaim possession and/or control of the Hired Goods and we are unable to provide a replacement, we will give you a pro-rated refund of the Hire Charges paid by you; and	6.	Owner Manuals	
	(e)	you will be liable if the Hired Goods are lost, stolen or damaged beyond repair.	6.1	In relation to any Goods, you will ensure that no person will use the Goods:	
	Your Obligations			(a)	in a manner that is not:
5.4	You must			(1)	exercising due care and diligence; and
	(a)	ensure the Hired Goods are protected, kept in the Required Return Condition, and prevented from being subject to Hired Goods Related Loss;		(2)	in accordance with:
	(b)	carry out daily, pre-start and routine inspections, checks and maintenance on the Hired Goods as required by the applicable Owner Manuals, manufacturer and laws and contact us immediately if the need for Trade Work arises;		i.	the applicable laws and regulations;
	(c)	notify us of any Hired Goods Related Loss you become aware of;		ii.	the reasonable, proper and intended use;
	(d)	not make any alterations, repairs or maintenance to the Hired Goods without our prior written consent;		iii.	the applicable manufacturer requirements; and
	(e)	if the Hired Goods require Trade Work, not use them until such Trade Work is carried out by us or persons approved by us and at your cost;		iv.	the applicable Owner Manuals;
	(f)	not carry out a Disposal of any rights or interests in the Hired Goods without our express written consent;		(b)	if that person is not suitably competent, qualified, trained, experienced and skilled, and does not have the necessary licenses and certifications to use such Goods and we make no representations regarding your (and/or any other person's) suitability to use the Goods;
				(c)	prior to that person receiving and having understood the applicable Owner Manuals and reviewing and having understood the applicable:
				(1)	safe operation procedures and requirements, and safety labels, features and devices;
				(2)	pre-operational checklists and operation procedures;

	(3)	operator controls, levers, functions and buttons; and			and to the maximum extent permitted by law, you waive, release and indemnify us from any such Liability arising from Your Items.
	(4)	required daily checks and maintenance schedule;			
	(d)	without ensuring that:	11.	Price and Payment	
	(1)	a thorough risk assessment of the Goods and their use has been carried out (which has regard to all aspects of the Goods including any modifications made to the Goods);	11.1		You agree to pay us the Price for each Supply in accordance with the Terms for such Supply. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated).
	(2)	such Goods have been inspected and checked and are deemed to be in an acceptable and good working conditions; and	11.2		Subject to the provisions of the Terms:
	(3)	that person is familiar with all modifications made to the Goods;	(a)		you must pay the Deposit (if any) as and when indicated in the Terms for a Supply in cleared funds;
	(e)	if such Goods have a fault and/or defect (for example, if such Goods have a safety device, feature and/or label that is not functioning or that has been removed, altered, by-passed and/or deactivated); and	(b)		you must pay the Price for the Goods and/or Services under the Terms for a Supply by the earlier of the following times:
	(f)	in relation to Goods that are a trailer, where the mass of such trailer, whether or not loaded with certain items and/or materials (such as without limitation other Goods supplied by us), exceed the maximum trailer mass for such trailer as permitted by the applicable manufacturer and by applicable laws.	(1)		if you have not paid the Price on or prior to the time of us delivering, or you collecting, such Goods and/or Services, immediately upon our request or, if earlier, the issuance of our tax invoice for such Supply;
7.	Method of Work		(2)		at least two (2) Business Day prior to us delivering such Goods and/or Services; and
7.1	In relation to each Offer and Supply:		(3)		at least two (2) Business Day prior to you collecting such Goods and/or Services;
(a)		we reserve the right to determine the means and procedures to be followed when providing the Goods and/or Services;	(c)		if we provide Goods and/or Services on Credit, you must pay the Price on the dates agreed under the Terms and you must comply with the Credit Conditions;
(b)		where we carry out the Services at a location nominated or directed by you, you represent, warrant and agree to ensure that we are authorised and permitted to enter such premises at all reasonable times to carry out the Services and exercise our rights under these Terms;	(d)		any payments you make under the Terms must be made by way of cleared funds by direct deposit into our nominated bank account or in such other manner as we otherwise notify you is required;
(c)		the Services shall be deemed to be completed when reasonably determined by us;	(e)		you acknowledge that we may require a Deposit for a Supply that is a Special Procurement that is equal to the full Price for the Goods and Services of such Supply; and
(d)		you represent and warrant that at all times during which the Serviced Goods are in our possession and control, you are the owner of the Serviced Goods, and/or are irrevocably permitted to and have the express authority to request the Services to be carried out in relation to the Serviced Goods; and	(f)		you acknowledge and agree that any price we provide to you prior to a Supply is an estimate only and that the final Price for such Supply may be higher.
(e)		at all times during which the Serviced Goods are in our possession or control, we shall hold a general lien over the Serviced Goods as security for all amounts and/or obligations due and payable to us by you for the Supply and any other matter arising under the Terms, and at any time there are such amounts and/or obligations due and payable to us, we shall be entitled to (and we are hereby irrevocably authorised to) dispose such Serviced Goods and apply the proceeds towards payment or discharge of such amounts and/or obligations and upon accounting to you for any balance of proceeds remaining (if any), we shall be discharged from any Liability to you in respect of the Serviced Goods.	11.3		You authorise us to process payments of any Price owing to us under the Terms on your (and/or a nominated person's) credit and/or debit card at any time without prior notice to you.
8.	Your Consumer Law Rights		11.4		By providing credit and/or debit card details to us, whether in writing, verbally, or through any other means, you are taken to confirm you have authority to use such credit and/or debit card.
8.1		Nothing in the Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law (ACL).	11.5		If you fail to make payment of the Price or any amount payable under the Terms, we may after a period of three (3) Business Days after the time such Price or amount payable was due and payable by you to us under the Terms:
8.2		Subject to your Consumer Law Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, items, work, goods and services (including the Goods and Services) are provided to you without warranties, representations and guarantees of any kind, except where expressly provided in the Terms.	(a)		immediately:
9.	Variations		(1)		cease providing the Goods and Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so, (including legal fees, debt collector fees and mercantile agent fees); and/or
9.1		All Variations must be agreed in writing between the Parties.	(2)		recover or repossess any Goods belonging to us, and you agree to grant us such rights of access to allow us (or our Personnel) to do so; and
9.2		You may request a variation or change to the Goods and Services, including the timing for the provision of the Goods and Services, by providing written notice (including by email) to us, with details of the requested variation or change (Variation Request).	(b)		after providing you with ten (10) Business Days written notice:
9.3		We will not be obliged to comply with a Variation Request unless the Parties agree to the Variation Request (or an amended Variation Request) in writing, including any effect on the Price (Variation).	(1)		charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid 7 days after the relevant date for payment; and/ or
9.4		If we consider that any instruction or direction from you constitutes a Variation, then we will not be obliged to comply with such instruction or direction unless and until a Variation Request has been issued in accordance with clause 9.2 and a Variation has been agreed in accordance with clause 9.3.	(2)		commence proceedings against you and recover from you, our additional costs (including legal costs) in doing so.
10.	Your Personnel and Your Items		11.6		You agree that we may set-off or deduct from any monies payable to you under the Terms and/or otherwise, and/or a Trade-In Goods Supplier relating to a Trade-in Supply that relates to the Terms of a Supply to you, against any amounts which are payable by you to us.
10.1		You are responsible for the acts or omissions, and any goods or services provided by you and/or your Personnel. You agree to ensure you and your Personnel cooperate with us and do not interfere with the supply of the Goods and Services.	11.7		You agree that any upfront payments (including any Deposit) you make for a Supply from us are not refundable except to the extent permitted under Clause 15.2.
10.2		You agree that Your Items will be:	11.8		If any of our suppliers of certain Inputs required to produce and/or supply the Goods and/or Services that are to be supplied to you under an accepted Supply increases the costs that we pay for such Inputs after the date you accept the Supply, we may pass these additional costs charged by such suppliers to you by providing you notice of such increase. Once we provide you with notice of such increase, you will have 14 days to notify us whether you accept or reject the amended price. If you reject such increase, the Supply will be cancelled upon receipt by us of such notice from you. If you accept such increase or fail to provide notice within 14 days stating whether you accept or reject the increase, you will be deemed to accept the increase, and the Terms of the Supply will be deemed to be varied.
(a)		provided solely at your own risk, and you agree that:	12.	Warranties, Representations and Agreements	
(1)		unless expressly stated otherwise in the Terms, we assume no responsibility or Liability for Your Items; and	12.1		You represent, warrant and agree that:
(2)		we are not bailees of such Your Items, we have no fiduciary obligations in relation to them and we are not required to insure them;	(a)		you have full legal capacity, right, authority and power to enter into the Terms, to perform your obligations under the Terms, and to carry on your business;
(b)		fit for purpose, of merchantable quality and compliant with all applicable laws; and	(b)		where applicable, you have all necessary rights, title, authority and interest in the Serviced Goods and Trade-In Goods;
(c)		sufficient to enable us to comply with our obligations under the Terms and all applicable laws,	(c)		that the Terms constitute a legal, valid and binding agreement, enforceable in accordance with their terms;
			(d)		if applicable, you hold a valid ABN which has been advised to us;
			(e)		if applicable, you are registered for GST purposes;

(f)	you have not relied on any representations or warranties made by us in relation to the Goods and Services (including as to whether the Goods and Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in the Terms;		(a) that we may store, handle, transport, and/or (in the case of the Goods) sell, the Goods and/or Serviced Goods as we see fit;
(g)	without limitation to any other terms herein, to the extent the Goods we supply under a Supply include a trailer, you are solely responsible for ascertaining which items and/or goods are able and permitted to be loaded and towed on such trailer in accordance with applicable manufacturer requirements and applicable laws (such as any requirements as to the mass of the trailer when it is loaded and/or towed), whether or not such items and/or goods are supplied by us;		(b) that we may charge you reasonable fees for storage, handling, transport, and any other costs we incur in dealing with the uncollected Goods and/or Serviced Goods;
(h)	you will cooperate with us, and immediately upon request provide us with all documentation, information, instructions, facilities and access as may be reasonably requested by us and will have the necessary rights to do so;		(c) that if you fail to remove the Goods and/or Serviced Goods within the specified time, you consent to us treating the Goods and/or Serviced Goods as abandoned by you (at our discretion);
(i)	you will inform us of the occurrence or potential occurrence of an Event of Default immediately upon you becoming aware;		(d) we may dispose of or sell the Goods and/or Serviced Goods after 1 month from the date of our notice, and apply any proceeds from such sale first to any amounts you owe us (including costs incurred in storing and selling the Goods and/or Serviced Goods), then account to you for any surplus;
(j)	the information you provide to us is true, correct and complete;	13.6	You agree that we hold a general lien over any Goods owned by us that are in your possession, for the satisfactory performance of your obligations under the Terms. You agree that the Terms and your obligations under the Terms create a registrable security interest in favour of us, and you consent to the security interest (and any other registrable interest created in connection with the Terms) being registered on any relevant securities register (and you must do all things to enable us to do so).
(k)	you will not infringe any third party rights in working with us and receiving the Goods and Services;		
(l)	if access to the Site is required for delivery of Goods or performance of Services, you will ensure that the Site is safe and free from harm or risk to safety;	14.	14. Title and Risk of Goods
(m)	you are responsible for obtaining, and providing to us at your cost if necessary, any access and Approvals from third parties that you require for the Goods and Services;	14.1	Subject to clause 12.2, risk in the Goods will pass to you upon the earlier of:
(n)	the Price for the Goods and/or Services under a Supply and/or an Offer is inclusive of any customer instant rebate and/ or other rebate or discount that may be offered, promoted or applicable, from time to time for a good and/or service that is or forms part of such Goods and/or Services;		(a) the delivery of the Goods to you;
(o)	we are not a common carrier;		(b) the time the Goods leave Our Premises for the purposes of being collected by, or delivered to, you (whether or not they are transported by us, our agent, you or your agent);
(p)	any information, advice, material or work provided by us as part of the Supply does not constitute tax, legal, financial, medical, due diligence, risk management or professional advice.		(c) the time we complete unloading the Goods at the delivery location regardless of whether you are present;
(q)	you will comply any applicable warranty terms and conditions applicable for the Goods that we provide to you; and		(d) the collection of the Goods by you;
(r)	Goods that are used and/or second-hand that are supplied to you by us under a Supply are supplied in an "as is" condition;		(e) the commencement of the collection of the Goods by you;
(s)	prior to accepting these Terms, you have had a reasonable opportunity to review our Standard Terms of Business which are available on our Website or on request; and		(f) the time you take possession and control of the Goods for the purposes of collecting or taking delivery of the Goods;
(t)	you acknowledge that future dealings between us may be governed by our then-current Standard Terms of Business, and you agree to review the applicable terms before entering into such future dealings.		(g) if we enter into an arrangement with you to store the Goods for you at Our Premises, the time such storage commences; and
13.	Delivery of Goods and/or Serviced Goods		(h) 3 Business Days after the time we have notified you that the Goods are ready for collection from the collection location, and once risk in the Goods pass to you, you will solely be responsible for them.
13.1	Unless otherwise agreed between the Parties you are responsible for Delivery Costs for the delivery of Goods or Serviced Goods under a Supply.	14.2	Title in the Goods under a Supply (excluding Hired Goods) will remain with us until the later of:
13.2	Unless otherwise agreed between the Parties:		(a) all amounts due and payable to us under the Terms are paid in full; and
(a)	you must collect the Goods for a Supply from Our Premises; and		(b) you perform any other obligations that are required to be performed in relation to such Supply (including, for example, any of your obligations related to a Trade-In Supply related to such Supply).
(b)	you must deliver the Serviced Goods to Our Premises prior to us providing the Services under such Supply and collect the Serviced Goods from Our Premises upon our notice to you that the Serviced Goods are ready for collection.	14.3	Title in the Hired Goods will remain with us at all times.
13.3	If we are responsible for delivery of the Goods and/or Serviced Goods:	14.4	If you fail to pay for the Goods in accordance with the Terms, we may:
(a)	you agree to pay for all Delivery Costs for such delivery;		(a) require that the Goods supplied be held by you as bailee for us;
(b)	without limitation to the exclusion in clause 3.2, we will use reasonable endeavours to deliver the Goods and/or Serviced Goods to the delivery address (as agreed under the Terms for a Supply) by the delivery time, as notified by us to you;		(b) direct you to store the Goods, including other goods into which the supplied Goods have been mixed, in such a manner as to clearly show that the supplied Goods are our property;
(c)	we may deliver the Goods and/or Serviced Goods using a range of delivery methods. If neither you nor your authorised representative is at the delivery address to accept the delivery, you agree that we may leave the Goods and/or Serviced Goods at an authorised location or arrange alternative delivery to you, and you acknowledge and agree that you may bear the costs of additional delivery of the Goods and/or Serviced Goods to you; and		(c) demand that you immediately return such Goods to us in the same condition the Goods were in at the time of Supply to you, at your cost and expense (and you acknowledge that a failure to return the Goods to us in such circumstances may constitute criminal theft and may be immediately reported to the Police);
(d)	you agree that if you are unable or unwilling to accept delivery of the Goods and/or Serviced Goods within one (1) Business Day of the agreed delivery time, unless we agree otherwise, we will no longer be responsible for such delivery and you will be immediately deemed to be responsible for collection of the Goods and/or Serviced Goods from Our Premises.		(d) prohibit you from selling or transferring, or granting or permitting the creation of, any rights or interests in the Goods to any person without our express written consent;
13.4	If you are responsible for collection of the Goods and/or Serviced Goods as agreed in the Terms for a Supply:		(e) prohibit you from allowing the Goods to become a fixture or an accession;
(a)	you must pay all collection costs;		(f) enter any premises where we believe the Goods are located;
(b)	we will use reasonable endeavours to make available the Goods and/or Serviced Goods, and you agree to collect the Goods and/or Serviced Goods, at the collection location by the collection time, as notified by us to you. You agree to comply with any policies and procedures which apply at the relevant collection location; and	14.5	(g) repossess the Goods;
(c)	if you need to change the collection time, please notify us immediately and we will use reasonable endeavours to change the collection time subject to clause 13.4 and 13.5.	14.6	(h) sell or dispose of the Goods in any manner we see fit; and/ or
13.5	If you are unable or unwilling to collect the Goods and/or Serviced Goods on the collection time as agreed by us, you agree:	15.	15. Cancellation of a Supply
			(i) sign any documents and take any actions in your name as necessary to exercise our rights under this clause, including using and/or entering any property and using such force as is reasonably required to take such actions even if such force would damage property and for the avoidance of doubt, you indemnify, and shall reimburse or pay on demand, us for any Liability which we may incur from exercising such rights.
			You agree that the Terms create a security interest in the Goods (excluding any Goods where title is fully transferred to you in accordance with the Terms) for the purposes of the <i>Personal Property Securities Act 2009</i> (Cth) (PPSA). You agree to do all things necessary to enable us to register our security interest, with the priority we require, and to maintain that registration.
			To the extent permitted by law, you waive your rights to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

15.1	We may cancel a Supply that has previously been accepted, at any time before delivery of a Good or Service and for whatever reason (e.g. where there is a considerable delay in dispatching and/or delivering the Goods and/or Services or if for any reason we cannot supply the Goods and/or Services you order). If we need to cancel, we will contact you using details you provided us.	19.	Confidentiality
15.2	If we cancel a Supply under clause 15.1, and if you have made any full or partial upfront payment of the Price (including Deposits) to us for the Supply, such upfront payments (including Deposits) will only be refundable to you if no Event of Default has occurred.	19.1	Subject to clause 19.2, you must (and must ensure that your Personnel) keep confidential, and not use (except to perform its obligations under the Terms) or permit any unauthorised use of, information provided by the us, including information about under the Terms and the our business and operation.
15.3	You may cancel a Supply by providing us with written notice within twenty-four (24) hours of acceptance of a Supply. If you cancel the Supply under this clause and you have made any full or partial upfront payment of the Price (including Deposits) to us for the Supply, such upfront payments (including Deposits) will be refundable to you, but we will be permitted to deduct our reasonable and unavoidable costs incurred in taking steps to deliver or provide the Goods or Services under a cancelled Supply.	19.2	Clause 19.1 does not apply to Confidential Information that: (a) is required to be disclosed in order for you to comply with their obligations under the Terms; (b) is authorised to be disclosed by us; (c) is in the public domain and/or is no longer confidential, except as a result of a breach of the Terms; or (d) must be disclosed by law or by a regulatory authority, including under subpoena.
16.	Termination	19.3	This clause will survive the termination of the Terms.
16.1	The Terms for a Supply will terminate if such Supply is cancelled under clause 15 and/or such Terms are terminated under clause 16.2.	20.	General
16.2	The Terms for a Supply will terminate immediately upon written notice by a Party (Non-Defaulting Party), if: (a) the other Party (Defaulting Party) breaches a material term of the Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or (b) the Defaulting Party is unable to pay its debts as they fall due.	20.1	Assignment: You must not assign, novate or deal with the whole or any part of your rights or obligations under the Terms without our prior written consent (such consent is not to be unreasonably withheld).
16.3	Upon termination of the Terms for a Supply: (a) we will immediately cease providing the Goods and Services; (b) without limiting your Consumer Law Rights, you agree that any payments (including any Deposits) made by you to us are not refundable to you except as set out in clause 15; (c) you are to pay for all Goods and Services provided prior to termination, including Goods and Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under the Terms; (d) by us pursuant to clause 16.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees); (e) you must at your own cost return all of the Hired Goods into our possession and control at Our Premises in the Required Return Condition and in accordance with clause 5; (f) you agree to grant us such rights of access to any premises where the Goods are located (including the Site) to allow us (or our Personnel) to recover or repossess any Goods belonging to us; and (g) subject to clause 18, you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or intellectual property owned by us that is in your possession or control.	20.2	Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with the Terms, to a debt collector, debt collection agency, or other third party.
16.4	Termination of the Terms of a Supply will not affect any rights or liabilities that a Party has accrued under such Terms.	20.3	Business Day: If either Party is required to perform an obligation on a day that is not a Business Day, obligation shall be required to be carried out on the immediately succeeding Business Day.
17.	Liability and Indemnity	20.4	Cumulative Remedies: Our rights and remedies under the Terms are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise.
17.1	Limitation of liability: Despite anything to the contrary, to the maximum extent permitted by law: (a) neither Party will be liable for any Consequential Loss; (b) our maximum aggregate liability for any Liability arising from or in connection with the Goods and Services and the Terms will be limited to us resupplying the Goods or reperforming the relevant Services or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Goods and Services, to which the Liability relates; and (c) a Party's liability for any Liability under, arising from, or in connection with, the Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (including a failure to take reasonable steps to mitigate the relevant Liability).	20.5	No Waiver of Rights: Any delay or failure by us to exercise any right, power, or remedy under the Terms will not impair such right, power, or remedy, or be construed as a waiver of, or acquiescence to, any breach or default.
17.2	To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any Liability: (a) caused or contributed to by any loss or damage which is the inevitable and unavoidable part of performing the Goods and Services; (b) for delays in providing the Goods or Services, including delays arising from any reason whatsoever; (c) suffered or incurred by us as a result of the Hired Goods Related Loss; (d) arising from Your Items as set out in clause 9.2; and/or (e) arising as a result of an Event of Default.	20.6	Disputes: A Party (Disputing Party) may not commence court proceedings relating to any dispute arising from, or in connection with, the Terms (Dispute) without carrying out reasonable endeavours to first meet a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting or the Disputing Party is unable to have such meeting despite carrying out reasonable endeavours to do so, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.
18.	Intellectual Property	20.7	Email: You agree that we are able to send electronic mail to you and receive electronic mail from you. To the maximum extent permitted by law, you release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
18.1	As between the Parties, all Intellectual Property Rights developed, adapted, modified, or created by or on behalf of us or our Personnel (including in connection with the Terms, the provision of the Goods and Services and/or developed by us or our Personnel independently of the Terms) will at all times vest, or remain vested, in us. Nothing in the Terms constitutes a transfer or assignment of any of our Intellectual Property Rights unless expressly stated.	20.8	Force Majeure: We will not be liable for any delay or failure to perform our obligation under the Terms if such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to our obligation to pay you any amount that is due and payable to you under the Terms.
		20.9	Further assurance: Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to the Terms and their obligations under it.
		20.10	Governing law: The Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
		20.11	GST: If and when applicable, GST payable on the Price will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the Price.
		20.12	Joint and Several Liability: Where you constitute two or more individuals or entities, you will each be jointly and severally liable under the Terms.
		20.13	Notices: You will be obliged to notify us in writing of a change of your contact details within 3 Business Days of such change.
		20.14	Online execution: The Terms may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
		20.15	Publicity: You agree that we may advertise or publicise the broad nature of our provision of the Goods and Services under a Supply to you, including on our website or in our promotional material.
		20.16	Privacy: You agree that upon entering into the Terms with us, you consent to our Privacy Policy (which is available on our Website or on request) and you acknowledge that we may transfer your personal information overseas (including but not limited to the Philippines and/or India) and that 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 <i>Privacy Act 1988</i> (Cth) (Privacy Act) and the Australian Privacy Principles (APPs) in the Privacy Act. By agreeing to the Terms, 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.
		20.17	Relationship of Parties: The Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

20.18 **Severance:** If any provision (or part of it) under the Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from the Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in the Terms.

20.19 **Survival:** Each clause, which by its nature survives termination, will survive the termination or expiry of the Terms.

21. Interpretation

21.1 In the Terms, unless the context otherwise requires:

- (a) a reference to the Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to “Goods and Services” includes “Goods and/or Services”;
- (c) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (d) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (e) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (f) a reference to a party (including a Party) to a document includes that party’s executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (g) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (h) words like including and for example are not words of limitation;
- (i) a reference to time is to local time in Queensland; and
- (j) a reference to \$ or dollars refers to the currency of Australia from time to time.

22. Definitions

In the Terms, unless the context otherwise requires:

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Approval means any approval, consent, licence, permit, permission, application, registration or equivalent required to be obtained in connection with the Goods and Services by any Authority or any law.

Authority means any national, State, Territory or local government departments, bodies, instrumentalities or other public authorities the approval of which is applicable to or necessary for the provision of the Goods and Services.

Bond means, if applicable, the bond we request in connection with a Service under a Supply that is a Hire.

Business Day means a day on which banks are open for general banking business in Queensland, excluding Saturdays, Sundays and public holidays.

Charge means any charge, rate, fee, levy, surcharge, cost, liability, disbursement or additional expense we charge you, or notify you that we will charge you, in connection with a Supply of Goods and/or Services, including (but not limited to) labour charges; travel charges; consumables charges; fuel, oil and lubricant charges; environment levies; credit card charges; freight charges; administration fees; taxes, duties, and government charges; and charges for sublets, contractor work and other work by third parties. These charges will be at our standard retail prices and rates as determined by us in our sole discretion from time to time or as otherwise agreed by us.

Confidential Information includes information which:

- (a) is disclosed to you in connection with the Terms at any time;
- (b) is prepared or produced under or in connection with the Terms at any time;
- (c) relates to our business, assets or affairs; and/ or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by the Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as “confidential”, and howsoever the information is received.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under the Terms in connection with a Supply will not constitute “Consequential Loss” for the purposes of this definition.

Consumer Law Rights means the rights under the Australian Consumer Law.

Credit means where we offer and/or supply you deferred payment on credit for any part of our Goods and/or Services under a Supply.

Credit Conditions means the credit terms and conditions which will govern the Credit we might (but are not obliged to) offer and/or supply you for our Goods and/or Services under a Supply.

Delivery Costs means the costs and charges associated with the delivery or provision of the Goods and/or Services under a Supply, including any insurance, customs, tariffs, duties, inward

freight, outward freight, transport and/or other such costs and charges connected to such Supply.

Deposit means any deposit (if any) for a Supply as agreed between the Parties.

Disposal means any sale, transfer, grant of, and/or permission to create, any rights and/or interest in such property including any encumbrance, lien, charge, security and/or any other right and/or interest whatsoever.

Event of Default means: (a) you and/or your Personnel, have breached the Terms and/or any other duty owing to us whether under contract, tort, equity, statute and/or otherwise; and/or (b) an Insolvency Event has occurred in relation to you and/or the Trade-In Goods Supplier.

Excess Usage Charges in connection with a Hire and a period of time during the Hire Holding Period for such Hire, means the amount equal to the Excess Usage Charge Rate for such Hire applicable as at the start of such period of time, multiplied by the sum of the Excess Usage Hours for such period of time.

Excess Usage Charge Rate in connection with a Hire means the Hire Charge Rate 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 as otherwise agreed by us.

Excess Usage Hours in connection with a Hire and a period of time during the Hire Holding Period, means the greater of: (a) the number of hours which the Hired Goods for such Hire are used during such given period of time; less (ii) the Maximum Periodic Usage Hours for that given period of time for the Hired Goods for such Hire; and (b) zero (0).

Force Majeure Event means any event or circumstance which is beyond a Party’s reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionizing radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Goods means any goods that we supply, agree to supply, or offer to supply to you, where:

- (a) such supply, agreement, or offer occurs on or after the Version Date of these standard terms and conditions of supply; and
- (b) you have notice of these standard terms and conditions of supply,

and includes any goods provided to you as part of the Services.

Where the context permits, Goods include the Serviced Goods and/or (as the case may be) Hired Goods.

Hire means where we provide goods to you on a temporary basis, whether described as hire, rental, or loan.

Hire Charges in connection with a Hire, at any given time, in relation to any given period of time within the Hire Holding Period for such Hire, means the amount equal to:

- (a) the Hire Charge Rate applicable as at the start of such given period of time for such Hire, multiplied by the number of full and/or part Hire Charge Rate Periods that fall within such given period of time; and
- (b) the Excess Usage Charges for such given period of time.

Hire Charges shall be taken to accrue with the passing of time during the Hire Holding Period.

Hire Charge Rate in connection with a Hire, at any given time, means the monetary rate payable by you for such Hire which unless we agree otherwise will be according to what our standard retail rate would be for such Hire.

Hire Charge Rate Period means a period of time that corresponds to the period represented by the denominator of the Hire Charge Rate (e.g., if the Hire Charge Rate is a daily rate, the Hire Charge Rate Period would be one day), or as otherwise agreed by us.

Hire Expiry Date means the date specified in the Terms when the Hire Term is agreed to expire, or if no date is specified, the date on which the first Hire Charge Rate Period expires.

Hired Goods means any goods, equipment, machinery, and/or other items that we provide to you under a Hire.

Hired Goods Related Loss in connection with Hired Goods, means any Liability (fair, wear and tear excepted) that may be incurred by us that relates to or is connected with the Hired Goods (whether directly or indirectly), at any time during the Hire Holding Period for such Hire (including but not limited to vandalism of and/or destruction of such Hired Goods and/or other property relating to such Hired Goods).

Hire Holding Period means the period starting when you first take possession or control of the Hired Goods and ending when we receive the Hired Goods back in the Required Return Condition and issue a de-hire confirmation number.

Hire Remainder Amount means an amount that is equal to the below formula:

75% multiplied by the Hire Charge Rate for such Hire at the date of termination multiplied by the number of full and/or (as applicable) partial Hire Charge Rate Periods remaining between the termination date and the Hire Expiry Date.

Hire Scheduled Commencement Date means the date on or after the time we agree to the Hire that is the latter of the following:

- (a) the date we have notified you the Hired Goods will be ready for Hire; and
- (b) the date the Hired Goods are ready for Hire.

Hire Stand Down Period means a period which we have agreed for the Hired Goods to be stood down, during which Hire Charges do not accrue.

Hire Term means the period commencing from the earlier of the Hire Scheduled Commencement Date and the commencement of the Hire Holding Period, and expiring on the earlier of:

- (a) the Hire Expiry Date; and
- (b) the date the Hire is terminated in accordance with these Terms.

Inputs means goods and/or services that are to be supplied to us from third parties to enable us to produce and/or supply some or all the Goods and/or Services under a Supply.

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of intellectual property.

Insolvency Event means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business.

Insurance means the insurance to be held by you under the Terms.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a Party to the Terms or otherwise.

Maximum Periodic Usage Hours in connection with Hired Goods for a Hire and a period of time during the Hire Holding Period for such Hire means, the number of hours that is the lesser of: (a) the number of hours that is equivalent to (or corresponds to) 8 hours for each day in such period of time, provided however that such Maximum Periodic Usage Hours is not greater than 40 hours in any calendar week; and (b) such other number of hours for such period of time that is otherwise agreed by us.

Offer means any offer, quote or proposal made by either Party to engage in a Supply, regardless of whether it is accepted or results in an actual Supply.

Our Premises for a Supply means one of our premises as selected by us in our sole discretion.

Owner Manuals means any owner, operation and/or user manuals, instructions and/or similar applicable for any goods (including the Goods and Trade-In Goods) from time to time and any other information about how to safely and correctly use such goods that are applicable for such goods from time to time.

Personnel means, in respect of a Party and/or a Trade-in Goods Supplier, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you and the Trade-in Goods Supplier, does not include us.

Price means the total price and Charges that we require you to pay for the provision of all of the Goods and/or Services for a Supply at our standard retail prices and rates for the provision of such Goods and/or Services as determined by us in our sole discretion from time to time, or as otherwise agreed by us.

Required Return Condition means the condition in which the Hired Goods must be returned to us, being in good working order, clean, and subject only to fair wear and tear.

Services means any services that we supply, agree to supply, or offer to supply to you, where:

- (a) such supply, agreement, or offer occurs on or after the Version Date of these standard terms and conditions of supply; and
- (b) you have notice of these standard terms and conditions of supply,

except to the extent such services are in the form of the provision of credit governed by the Credit Conditions.

Serviced Goods means any goods, equipment, machinery, or other items owned by you or a third party that we agree to service, repair, maintain, inspect, modify, or otherwise work on as part of our Services, whether or not such goods were originally supplied by us.

Site means the address for the provision of the Goods and/or Services under a Supply, and includes any other property or sites adjoined to, surrounding or neighbouring the Site that may be necessary to access or use for the provision of such Goods and Services.

Special Procurement is a Supply where some or all of the Goods and/or Services under such Supply: (a) is unique; (b) is used and/or second hand; (c) is not a Good and/or Service that is of a nature that we supply to persons each month in our ordinary course of business; and/or (d) requires us to incur a cost and/or liability to produce and/or supply such Goods and/or Services that is reasonably unlikely to be recovered by us in our ordinary course of business within one month of such cost or liability being incurred.

Specifications means any specifications for the Goods and Services to be provided under a Supply, as further particularised in the Terms or otherwise notified to you.

Standard Terms of Business means our:

- written standard terms of trade relating to, among other things, our supply of goods and/or services and/or our provision of credit;
- written terms and conditions applicable for the use of our Website and/or social media pages;
- written Privacy Policy; and
- other written documents that form part of our standard terms of business,

from time to time as published on our Website, available on request and/or otherwise notified to you, and such other written terms and conditions as we may notify you form part of our Standard Terms of Business from time to time and/or that are published on our Website from time to time.

Supply means a supply by us of, and/or an agreement for us to supply, Goods and/or Services to you.

Trade-In Goods means any goods, equipment, items, or assets owned by the Trade-In Goods Supplier and offered and/or supplied to us as part of a trade-in arrangement which we agree to accept in connection with a Supply.

Trade-In Goods Supplier means, in relation to a Trade-In Supply, the entity or person supplying the Trade-In Goods to us under such Trade-In Supply.

Trade Work includes any one or more of the following activities in relation to any Goods and/or Services and/or items and the activities incidental thereto: repairs, maintenance, servicing, restoration, cleaning, modifications, alterations, fitments, mechanical, hydraulic, electrical and digital additions, adjustments, checks, inspections, testing, assessments (including risk assessments), diagnosis, installations, inductions, training, handover and/or activities of a similar nature.

Variation has the meaning given in clause 9.

Variation Request has the meaning given in clause 9.2.

Version Date means the version date of the document titled Allclass Standard Terms of Trade to which these standard terms and conditions of supply are annexed.

Your Items means any directions, information, documentation, specifications, materials, items, equipment, machinery, plant, goods and/or services (including all Serviced Goods) provided to us by you and/or your Personnel in relation to a Supply.

Website means allclass.com.au or such other website as we may notify on that website or we may notify you otherwise.

Annexure B

Allclass Standard Terms and Conditions of Credit

These standard terms and conditions of credit apply from and including the Version Date and are between Postville Pty Ltd T/A Allclass (ACN 057 201 626) (**we, us, our**) and any party applying to us for credit (**Credit Application**) (including, if applicable, the applicant named in our credit application form (**Form**) or to whom we agree to supply credit (**Credit Agreement** and together with a **Credit Application**, a **Credit Arrangement**) from time to time to time (**you or your**) in connection with our supply of goods and/or services to you, together the **Parties** and each a **Party**.

Reference is made to the Allclass Standard Terms and Conditions of Supply (**Standard Terms of Supply**) set out in Annexure A of the document to which these terms and conditions of credit are annexed.

For each Credit Arrangement, these standard terms and conditions of credit and other applicable terms and conditions of such Credit Arrangement shall together form the **Credit Conditions** for such Credit Arrangement.

1. Credit

- 1.1. If under a Credit Arrangement we accept your application for credit, or if we otherwise agree to provide you credit, in connection with our supply to you of goods and/or services from time to time, then we will provide you with such credit subject to the following:
 - (a) such supply of goods and/or services is a Supply governed by the Terms of Supply;
 - (b) except to the extent we expressly agree otherwise, the Goods and/or Services for which such credit is provided does not include machinery;
 - (c) such credit is for a period of no more than thirty (30) days from the date of issue of our invoice in connection with such Supply (**Credit Term**);
 - (d) such credit is subject to the Credit Conditions; and
 - (e) such credit is subject to the Terms for such Supply (which include the Credit Conditions).
- 1.2. You agree that the Credit Conditions will be additional to, and not in substitution for, the Terms of Supply. To the extent of any ambiguity or discrepancy between the Credit Conditions and the Standard Terms of Supply, the Credit Conditions will prevail.
- 1.3. We reserve the right to refuse your application for credit and/or revoke our extension of credit to you at any time in our sole discretion, including if in our reasonable view, your financial situation or ability to pay us is impaired, without incurring any liability to you. If we revoke our extension of credit, this will not affect any Goods and Services provided to you on credit prior to the revocation.
- 1.4. We may advise you of a credit limit at which we agree to extend credit to you. You agree to not exceed the credit limit. We reserve the right to review credit limits in our sole discretion, including increasing or decreasing the credit limit.

2. Your obligations

We will issue invoices to you as set out in the Terms and, unless otherwise agreed in the Terms or in writing with us, you agree to pay us the price for the Goods and Services prior to the expiry of the Credit Term, using the payment method set out in our invoice.

3. Overdue accounts

- 3.1. If:
 - (a) you fail to pay any monies due and owing prior to the expiry of the Credit Term;
 - (b) you fail to comply with the Credit Conditions or the Terms;
 - (c) you and/or any guarantor that guarantees the performance of your obligations under the Credit Conditions suffer an Insolvency Event; or
 - (d) the Credit Conditions are terminated in accordance with clause 7.1,the full balance of your account will become due and payable immediately.
- 3.2. If any payment has not been made in accordance with the Credit Conditions, we may (at our absolute discretion):
 - (a) enter any premises where the Goods the subject of any unpaid amount are stored or held, for the purpose of retrieving and taking possession of those Goods, and you agree to provide any access, items and consents required to enable us to do so;
 - (b) cease providing the Goods and Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs);
 - (c) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date for payment; and/ or
 - (d) suspend or revoke our extension of credit.

4. Title, risk and security interest

- 4.1. Unless otherwise agreed in the Terms, Title in the Goods will only pass to you on the date that you pay for the Goods in full in accordance with the Terms of Supply. Unless otherwise agreed in the Terms of Supply or in writing with us, risk in the Goods we supply you will pass to you when we have delivered the Goods to you, or you have collected the Goods from us (as applicable).
- 4.2. You agree that we hold a general lien over any Goods owned by us that are in your possession, for the satisfactory performance of your obligations under the Credit Conditions and the Terms.
- 4.3. You agree that the Credit Conditions and your obligations under the Credit Conditions create a registrable security interest (including a purchase money security interest) in favour of us, and you consent to the security interest (and any other registrable interest created in connection with the Credit Conditions) being registered on any relevant securities register (and you must do all things to enable us to do so).

5. Warranties, representations and agreements

- 5.1. You represent, warrant and agree that:
 - (a) you have full legal capacity, right, authority and power to agree to the Credit Conditions, to perform your obligations under the Credit Conditions, and to carry on your business;
 - (b) the Credit Conditions constitute a legal, valid and binding agreement, enforceable in accordance with its terms;
 - (c) the details on the Form, and all information you have provided us in connection with a Credit Arrangement, are true, correct and complete;
 - (d) you have all the rights necessary to disclose the information (including personal information) set out in the Form and the information which you have disclosed to us in connection with a Credit Arrangement; and
 - (e) no Insolvency Event has occurred in respect of you and that you will immediately notify us if you are (or you are likely to be) the subject of an Insolvency Event.

6. Collection notice

- 6.1. We may collect personal information about you in order to supply our Goods and/or Services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our privacy policy.
- 6.2. We may disclose that information to third party service providers (including information technology service providers, data storage, web-hosting and server providers, professional advisors and our business partners) to supply our Goods and/or Services or as required by law.
- 6.3. You authorise us to use all personal information you disclose us to contact and communicate with third party service providers, for internal record keeping, to allow us to manage our relationship with you and for the purposes of assessing your application. If you do not provide this information, we may not be able to assess your application for Credit or provide you with our Goods and Services.
- 6.4. You agree that your personal information will be collected, used and disclosed in accordance with our Privacy Policy (available on our Website or on request), including disclosure to overseas service providers. You acknowledge that you have read and understood our Privacy Policy.

- 6.5. Our privacy policy contains further information about: (1) how we store and use your personal information; (2) how you can access and seek correction of your personal information; (3) how you can make a privacy-related complaint; and (4) our complaint handling process.
- 6.6. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our privacy policy.

7. Termination

- 7.1. The Credit Conditions will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of the Credit Conditions and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party;
 - (b) the Terms to which the Credit Conditions apply is terminated; or
 - (c) to the extent permitted under the *Corporations Act 2001 (Cth)*, any step is taken to enter into any arrangement between the Defaulting Party and its creditors, any step is taken to appoint a receiver, a receiver and manager, a liquidator, a provisional liquidator or like person of the whole or any part of the Defaulting Party's assets or business, the Defaulting Party is bankrupt, or the Defaulting Party is unable to pay its debts as they fall due.
- 7.2. This clause 7 will survive the termination or expiry of the Credit Conditions.

8. Interpretation

- 8.1. In the Credit Conditions, unless the context otherwise requires:
- (a) a reference to the Credit Conditions or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
 - (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
 - (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
 - (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
 - (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
 - (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
 - (g) words like including and for example are not words of limitation;
 - (h) a reference to time is to local time in Queensland; and
 - (i) a reference to \$ or dollars refers to the currency of Australia from time to time.

9. General

- 9.1. **Definitions:** In the Credit Conditions, capitalised terms have the same meaning as the Standard Terms of Supply unless the context requires otherwise.
- 9.2. **Amendment:** The Credit Conditions may only be amended in writing and as agreed by the Parties.
- 9.3. **Assignment:** Subject to clause 9.4, a Party must not assign or deal with the whole or any part of its rights or obligations under the Credit Conditions without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 9.4. **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with the Credit Conditions, to a debt collector, debt collection agency, or other third party.
- 9.5. **Disputes:** A Party may not commence court proceedings relating to any dispute, arising from the Credit Conditions (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. The Parties agree to attend any such mediation in good faith. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction, or will operate to prevent a Party from taking steps to recover any debt.
- 9.6. **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to the Credit Conditions and your obligations under it.
- 9.7. **Governing law:** The Credit Conditions are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 9.8. **Joint and several Liability:** Where you constitute two or more individuals or entities, you will each be jointly and severally liable under the Credit Conditions.
- 9.9. **Notices:** Any notice given under the Credit Conditions must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 9.10. **Relationship of Parties:** The Credit Conditions are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 9.11. **Severance:** If a provision of the Credit Conditions is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from the Credit Conditions without affecting the validity or enforceability of the remainder of that provision or the other provisions in the Credit Conditions.