

Allclass Important Notice regarding Plant

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Each recipient of this notice is notified by Allclass: (1) A person should not use, or allow another person to use, goods (including without limitation goods that are plant) supplied by Allclass, whether such supply is by way of sale, hire, loan, demo, bailment and/or otherwise: (a) prior to receiving and having understood all relevant information; (b) prior to reviewing and having understood: (i) the safe operation procedures and requirements, and the safety labels, features and devices; (ii) the pre-operational checklist and the operation procedures; (iii) the operator controls, levers, functions and buttons; and (iv) the required daily checks and maintenance schedule; (c) if they are not suitably competent, qualified, trained, experienced and skilled, or do not have the necessary licences and certifications, to use the goods; (d) without ensuring, that a thorough risk assessment has been carried out which has regard to all aspects of the goods including any modifications made to the goods; (e) without ensuring that the goods has been inspected and checked and is deemed to be in an acceptable and good working condition; (f) without ensuring they are familiar with all modifications made to the goods; (g) without obtaining and verifying the good's service records are current and up-to-date; (h) if the goods has a fault and/or defect (such as, without limitation, if the goods has a safety device, feature and/ or label that is not functioning or that has been removed, altered, by-passed and/or deactivated); (i) in relation to plant that is a trailer, where the mass of such trailer, whether or not loaded with certain items and/or materials, exceeds the maximum trailer mass for such trailer as permitted by the applicable manufacturer and by the applicable laws; and (j) in a manner that is not in accordance with applicable laws and the applicable manufacturer requirements; (2) If a person has received goods from Allclass, whether such supply is by way of sale, hire, loan, demo, bailment and/or otherwise, then that person must give Allclass 14 days' notice of any change in such person's contact details and any other details it has provided to Allclass; (3) Used/ second-hand goods supplied by Allclass, whether such supply is by way of sale, hire, loan, demo, bailment and/or otherwise, is supplied in an "as is condition"; and (4) Certain dealings with Allclass from time to time are subject to the most recent version of the Allclass standard terms of business, as may be amended and/or replaced from time to time, available upon request or at allclass.com.au. "Relevant Information" means, the applicable operator manuals, and any other information about how to safely and correctly use the goods.