

1. SALE AGREEMENT BETWEEN YOU AND US
These Used Equipment Terms and Conditions of Sale, together with the Tax Invoice We provide to You, make up the Used Equipment sale agreement (the "Sale Agreement") between You and Us.

2. DEFINITIONS

To assist, when We refer to the following terms in this document:

"Coates Hire Account Customer" is a Coates Hire customer who has lodged an application for credit with Us and We have approved the application and extended the customer terms of credit.

"Confirmation and Authority Form" means authority from Us for You or your authorised representative stated on the form to collect Used Equipment from designated site as stated.

"Seller" means any third party seller, including but not limited to any auction houses lawfully appointed by Us.

"Tax Invoice" means a fully itemised validly issued tax invoice.

"Used Equipment" means any of Our equipment, including but not limited to, tools, portable buildings, vehicles, accessories and parts we own.

"We/Us/Our" means Coates Hire Operations Pty Limited (ABN 99 074 126 971).

"You/Your" refers to the person, firm, organisation, partnership, corporation or other entity purchasing the Used Equipment from Us and as named on the Tax Invoice. The reference to "You" includes any employees, agents and contractors.

3. YOUR PURCHASE OF USED EQUIPMENT

We agree to sell and You agree to buy the Used Equipment in the quantities and at the prices set out in the Tax Invoice We or the Seller provide You.

4. DESCRIPTION AND INSPECTION OF THE USED EQUIPMENT

The description of the Used Equipment You have been provided is based on the best information available to Us or the sales personnel of the Seller. However, to the extent permitted by Law, We make no warranty, express or implied, as to the description of any of the Used Equipment, except as expressly set forth otherwise in this Sale Agreement. The Used Equipment will be available for inspection at the places and times specified by Us except in the case of online auction.

5. TERMS OF PAYMENT

Payment for the Used Equipment must be made:

- a. in full within 30 days of the date of the Tax Invoice if You are a current Coates Hire Account Customer;
- b. If You are not a Coates Hire Account Customer, we must receive payment in full before Used Equipment is removed from Our premises or the Seller's premises (whichever is applicable).

6. COLLECTION OF THE USED EQUIPMENT

6.1 Unless otherwise agreed, You are responsible for collecting the Used Equipment from Our premises or the premises of the Seller (whichever is applicable). The costs of preparing, dismantling, loading and transporting the Used Equipment will be at Your expense.

6.2 You must give Us or the Seller's representative (whichever is applicable) two (2) business days prior written notice before entering Our premises or the Seller's premises to load Used Equipment or to perform

dismantling work. We may deny You access to the premises if such notice has not been given.

6.3 Dismantling, removal and transport of the Used Equipment shall be at Your sole liability and risk..

6.4 You must ensure that You dismantle and transport the Used Equipment.

6.5 You can only remove the Used Equipment from Our Premises or the Seller's premises (as the case may be) on presentation of:

- (a) the Tax Invoice;
- (b) proof of payment of the total amount owing as set out in the Tax Invoice (unless You are a Coates Account Customer); and
- (c) a completed and signed Confirmation and Authority Form.

6.6 If You fail to remove any Used Equipment within the time period notified by Us or the Seller, We have the option of removing and storing the Used Equipment at Your sole expense and risk or deeming all deposits or partial payments as having been forfeited by You, in which case We may resell (without notice) at public sale or otherwise dispose of such Used Equipment at Your sole risk and expense. You shall remain liable for fees, expense and damages arising from any default by You.

7. TITLE AND RISK IN THE USED EQUIPMENT

7.1 Subject to clause 6, risk in all Used Equipment You purchase will pass to You at the time You take possession of the Used Equipment.

7.2 Title in the Used Equipment passes to you at the time that payment for the Used Equipment is made in full.

8. INSURANCE

8.1 If You need to dismantle or perform some other work on the Used Equipment on Our premises or premises owned or controlled by the Seller, we may require you to provide the following forms of insurance:

- (a) worker's compensation insurance which meets the requirements of the laws of the state in which the work is being done; and
- (b) a General Liability Insurance policy for personal injury and property damage, with combined limits of not less than \$5,000,000 per occurrence with Our interests as principal noted on the policy.

9. WARRANTY

9.1 Subject to clause 9.3, and except as expressly provided to the contrary in these Terms and Conditions, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to these Terms and Conditions or its subject matter are excluded to the maximum extent permitted by law.

9.2 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Competition and Consumer Act 2010, which contains guarantees that protect the purchasers of goods and services in certain circumstances.

- 9.3 Where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to these Terms and Conditions and We are not able to exclude that guarantee, term, condition, warranty, undertaking, inducement or representation ('Non-Excludable Provision'), and We are able to limit Your remedy for a breach of the Non-Excludable Provision, then Our liability for breach of the Non-Excludable Provision is limited to refunding payment made.
- 9.4 Subject to Our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, Our maximum aggregate liability for all claims under or relating to these Terms and Conditions or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to the fees paid by You under these Terms and Conditions. In calculating Our aggregate liability under this clause, the parties must include any amounts paid by Us for a breach of any Non-Excludable Provisions.
- 10. INDEMNITY**
- 10.1 You are liable for and indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of:
- (a) personal injury;
 - (b) damage to tangible property; or
 - (c) a claim by a third party,
- in respect of Your purchase or use of the Equipment or Your breach of these Terms and Conditions. Your liability under this indemnity is diminished to the extent that Our breach of these Terms and Conditions or Our negligence causes the liability, claims, damage, loss, costs or expenses.
- 10.2 Each indemnity in these Terms and Conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of these Terms and Conditions. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by these Terms and Conditions.
- We will not be liable to You for any acts or omissions of any person supplied by Us where that person is acting under Your direction and control and you indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.
- 11. OUR LIABILITY**
- Our liability with respect to any Used Equipment sold to Buyer will be limited to refunding payment made. In no event will We be liable for indirect, incidental or consequential damages.
- 12. INSPECTION**
- Except in the case of online auction, You are invited, urged and cautioned to inspect the Used Equipment prior to purchase. The Used Equipment will be available for inspection at the places and times specified by Us or the Seller (as the case may be).
- 13. WARNING AS TO DEFECTS**
- If You collect or receive the Equipment (whichever is applicable) and find that it is broken, damaged and/or defective, You must notify Us within 24 hours after You collect or receive the Equipment. If You do not notify Us within this time period, We are entitled to assume that the Equipment You collected or received was in good order and condition as described at the time of sale.
- 14. HAZARDOUS CHEMICALS AND OTHER HAZARDOUS MATERIALS**
- You are warned and acknowledge that the Used Equipment You purchased may bear or contain hazardous substances, hazardous materials or hazardous waste which may be, or may become by chemical reaction or otherwise, directly or indirectly, hazardous to life, to health, or to property. To the extent permitted by law, You hereby discharge and release Us from any and all liability directly or indirectly resulting from the presence of any hazardous substances, materials or waste including, but not limited to, any and all liability directly or indirectly resulting from Our failure to give more specific warning with respect to individual items of Used Equipment or from the inadequacy of any warning.
- 15. TERMINATION FOR FAILURE TO PERFORM**
- In the event that You fail to make payment in accordance with clause 3 above, or You fail to remove Used Equipment in the period specified by Us, You acknowledge that that You will lose all right, title and interest which You might otherwise have acquired in and to the Used Equipment.
- 16. FORCE MAJEURE**
- Neither party will be responsible for any delays in delivery or collection due to causes beyond their control, including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.
- 17. ASSIGNMENT**
- Each party agrees that neither party may assign any interest in this Sale Agreement without the written consent of the other party.
- 18. MISCELLANEOUS**
- 18.1 You will pay the amount of any tax or other charge imposed by law, upon, with respect to, or measured by the sale, shipment, or price of any Used Equipment sold under this Sale Agreement.
- 18.2 This Sale Agreement will be governed by and interpreted in accordance with the laws of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales.
- 18.3 No change or modification of the terms of this Sale Agreement will be made except by a writing signed by both parties.
- 18.4 In the event of inconsistency between this Sale Agreement and any terms, conditions or agreements of the Seller, this Sale Agreement will prevail.