

# Terms and Conditions of Sale of Used Equipment

All Orders given to OLP Robotics Pty Ltd (hereafter OLPR), ABN No 87 164 484 048 are subject to the following Terms and Conditions.

## 1. Application of Terms and Conditions

- i. These terms and conditions of sale apply to and govern all tenders and quotations submitted by, all orders placed with, and all contracts entered into by OLP Robotics Pty Limited (OLPR) whereby goods and/or services are supplied, provided and/or delivered ("supply" or "supplied") by OLPR ("Agreement").
- ii. Any Agreement may be varied only with OLPR's prior written consent.
- iii. To the extent that any conflict exists between these terms and conditions of sale (or as they may be varied in accordance with this clause 1) and any other documentation or correspondence forming part of any Agreement, these terms and conditions of sale (or as they may be varied in accordance with this clause 1) shall be paramount and prevail.
- iv. Any order or offer made by any purchaser shall not be binding on OLPR until accepted by OLPR in writing.
- v. A tender or quotation submitted by OLPR may at any time prior to acceptance of a quotation by the Purchaser in respect of the supply of goods and/or services be varied or withdrawn by OLPR. Clerical, typing or other errors made in, or in respect of, any tender or quotation shall be subject to correction by OLPR prior to acceptance of the quotation by the Purchaser and the corrected tender or quotation shall apply.
- vi. To the extent that there is any inconsistency existing between any terms and conditions appearing in a purchaser's order and these terms and conditions of sale then these terms and conditions shall only apply and the acceptance by a purchaser of the supply by OLPR of goods and/or services the subject of such an order shall constitute an acceptance by the Purchaser of the supply by OLPR of such goods and/or services solely on these terms and conditions of sale.
- vii. These terms and conditions of sale replace in their entirety any previous terms and conditions of sale published, issued or used by OLPR or any division or subsidiary of OLPR.

## 2. Acceptance

- i. No binding contract shall exist until the Purchaser's order has been accepted by OLPR.

## 3. Quotations and Orders

Quotations given and orders accepted are subject to the following conditions:

- i. Unless otherwise agreed in writing, quotations given and orders accepted are based on OLPR's rates and costs as at the date of quotation of materials, transport, labour and other costs. The price may be increased by amount of any increase of ten percent (10%) or more in the cost of any such item or any other factors (including any change in duties and exchange rates) affecting OLPR's cost of supply, production or delivery of the goods ("Relevant Cost Change"). In the event that a Relevant Cost Change occurs, OLPR will immediately provide the Purchaser with an open book costing and invoices in respect of the affected goods and/or services.
- ii. Without limiting the generality of the foregoing, any alteration in quantity, sizes, specification or delivery may necessitate an adjustment of prices.
- iii. No order may be suspended, cancelled or amended without OLPR's agreement in writing and the Purchaser shall accept liability for all reasonable, direct costs incurred by OLPR, including purchases, stocks and work in progress consequent upon the suspension, cancellation or amendment of any order agreed to by OLPR.
- iv. Orders are accepted subject to OLPR's minimum order conditions and manufacturing limitations specified for various items.

## 4. Despatch/Delivery

- i. Despatch and delivery times shall be agreed in writing between the parties. OLPR will not be responsible for delays in the delivery of goods caused by or incidental to floods, earthquakes, storms, war, fires, industrial action, an incorrect address being provided by the Purchaser for the delivery of goods or any other unavoidable, unforeseeable cause beyond OLPR's control ("force majeure event"). In these circumstances any part of the goods delivered, or able to be delivered, or later delivered will be accepted and paid for by the Purchaser and any such delay in delivery will not relieve the Purchaser from its obligations to pay

provided that OLPR immediately gives the Purchaser prompt notice of the circumstances including: (i) full particulars of the force majeure event; (ii) an estimate of its likely duration; (iii) the obligations affected by it and the extent of its effect on those obligations; and (iv) the steps taken to rectify it.

OLPR must use its best endeavours to remove, overcome or minimise the effects of that force majeure event as quickly as possible. However, this does not require OLPR to settle any industrial dispute in any way it does not want to.

- ii. Where delivery, dispatch or payment is to be made by instalments, each delivery, dispatch or payment shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by either party in respect of any particular despatches, deliveries or payments shall not entitle the other party to repudiate the order or any instalments remaining to be delivered thereunder. .
- iii. If for any reason the Purchaser is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, OLPR will either store at its own premises or arrange for suitable outside storage until actual delivery and the Purchaser shall be liable to OLPR for the reasonable cost of such storage, including any additional handling, insurance and transport costs.
- iv. OLPR reserves the right to apply delivery charges to all deliveries into the Purchaser's stores. OLPR may also apply additional freight charges for deliveries outside capital cities or by alternative means of transport.
- v. OLPR shall be under no obligation to insure goods while in transport.
- vi. Risk of any loss damage or deterioration in the goods ordered shall pass to the Purchaser as soon as the good have been loaded onto the nominated transport.
- vii. OLPR accepts no liability for off-loading and the Purchaser shall keep OLPR indemnified from and against all claims whatever arising from such off-loading.
- viii. OLPR reserves the right to dispatch the goods by the most suitable form of transport and to pack the goods in the most suitable manner.

#### **5. Title**

- i. Property in the goods shall pass to the Purchaser only upon OLPR receiving payment for the goods, and until payment is received OLPR reserves the following rights in relation to those goods until the account specifically owed by the Purchaser in relation to those goods is fully paid:
  - a. legal ownership of the goods; and
  - b. to enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) on giving at least 48 hours prior written notice to the Purchaser without liability for trespass and retake possession of the goods, provided that OLPR complies with the Purchaser's access and security policies at all times which on such premises. OLPR will be responsible for any damage arising in connection with the OLPR's failure to comply with the Purchaser's access and security policies;

#### **6. Purchaser's Insolvency**

- i. In addition to any lien to which OLPR may by Statute or otherwise be entitled, OLPR shall, in the event of the Purchaser's insolvency, bankruptcy or winding up, be entitled to a general lien for the unpaid price of any goods sold and delivered to the Purchaser under any contract pursuant to these Conditions of Sale.

#### **7. Warranty**

- i. Subject to clause 7.9, the Purchaser understands that all goods supplied by OLPR are second hand unless specified by contract as new.
- ii. Subject to clause 7.9, the Purchaser purchases any such second hand product relying on its own inspection as to the quality of the product, and as to the existence or otherwise of any fault.
- iii. Subject to clause 7.9, OLPR, directors and staff are not responsible in any way for second hand goods sold by them, and, in particular, are not responsible for any faults or defects in any second hand goods purchased from OLPR.
- iv. Subject to clause 7.9, the Purchaser understands and accepts that no warranty applies to second hand goods unless specified by OLPR.
- v. The Purchaser understands that the responsibility is theirs with respect to the safe use of second hand goods and to ensure all safety devices are installed and checked by a competent authority before they are used.
- vi. The Purchaser understands when no safety devices are installed on second hand goods, it is their responsibility to make all necessary enquiries and as to whether such devices are needed and if needed, have installed in compliance with all standards of safety and ensuring the safety standards comply with the relevant occupational health and safety requirements.

- vii. Subject to clause 7.9, if the Purchaser sells the second-hand goods purchased, they will advise the new purchaser that no warranty applies to such goods as stated in paragraphs 7(i)-(vi) above.
- viii. Subject to clause 7.9, OLPR shall not be liable for any defects, malfunctions, claims for loss, damage or injury of any kind whatsoever, whether to the Purchaser or to any party purchasing such goods from the Purchaser.
- ix. OLPR warrants and it is a condition of every sale of goods made to the Purchaser that OLPR notifies the Purchaser in writing on the quotation for those goods of any and all defects or malfunctions in the second-hand goods known to OLPR as at the date of the quotation.

#### **8. Liability**

- i. Under no circumstances will either party be liable for any loss of profits or any consequential, indirect or special loss damage or injury of any kind whatsoever suffered by the other party or its servants, agents and contractors and the Purchaser acknowledges this express limit of liability and agrees to limit any claim accordingly. In particular, the Purchaser acknowledges that under the contract, the provisions of the Sale of Goods Act shall not apply to the extent permissible by law.
- ii. OLPR will at all times indemnify, hold harmless and defend the Purchaser, its officers and employees (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising directly from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was as a direct result of a wrongful, unlawful or negligent act or omission of OLPR, its employees, agents or sub-contractors in connection with these Terms and Conditions.

#### **9. Payment Terms**

- i. The Customer agrees to pay to OLPR the Price in full before the dispatch of the Goods, unless the Customer has completed and returned a Credit Application Form and OLPR has agreed to extend credit to the Customer, in which case the Customer agrees to pay the Price in full on or before the expiry of agreed payment period.
- ii. If the Price is not paid in full as and when due in accordance with clause 9.1, then OLPR shall have the right to charge interest at a rate of 1.25% per month from the due date to the date that the account is paid in full and should the account be referred to a collection agency the Applicant shall pay a 15% collection fee plus legal costs on a solicitor/own client basis.
- iii. If OLPR agrees to extend credit to the Customer, the Customer agrees to the terms stated in the Credit Application Form as terms and conditions of the Contract.
- iv. The price quoted is GST exclusive unless stated otherwise. The Purchaser must pay to OLPR any GST which OLPR is liable to pay in respect of supplies made by OLPR under these Terms and Conditions, at the same time and in the same manner as first payment is made for the supply to which the payment relates.
- v. Prices, fees and charges are subject to change without notice prior to acceptance of a particular quotation by the Purchaser.