

ALLCLASS STANDARD TERMS AND CONDITIONS OF SPARE PART SALES AND SERVICES

1. INTRODUCTION

1.1 This document is the Allclass Standard Terms and Conditions of Spare Part Sales and Services Version SPS-2009-02 (the "Terms and Conditions" with effective date 20 July 2009 (the "Effective Date").

1.2 Any order ("Order") that may be placed by any person (a "Customer"), or any of its employees, servants and/or agents, with Postville Pty Ltd ABN 23 057 201 626 ("Allclass") from time to time on or after the Effective Date (until such time as Allclass notifies the Customer otherwise in writing prior to the Customer placing such Order) to: 1.2.1 have Allclass carry out certain services and/or repairs on certain goods and/or equipment; and/or 1.2.2 have Allclass supply to the Customer certain spare parts, attachments and/or other goods and/or equipment (other than excavators, skid steers, generators, engines, loaders, tractors, mowers and/or other engines and/or engine operated vehicles), shall, upon Allclass agreeing to such Order, constitute an agreement between the Parties for Allclass to supply the S&R and/or Goods as specified in such Order (and/or any new S&R and/or Goods instead of and/or in addition to such S&R and/or Goods which the Parties may agree to, and/or which Allclass may determine pursuant to and in accordance with the Agreement, after the Agreement is created) in exchange for the payment by the Customer to Allclass of the applicable Purchase Price for such S&R and/or Goods, which shall be subject to these Terms and Conditions (such agreement that is subject to these Terms and Conditions being referred to herein as the "Agreement") if (unless the Parties expressly agree, or are expressly taken to agree, otherwise): 1.2.3 prior to placing the relevant Order: (1) the Customer has been notified by Allclass of these Terms and Conditions (whether through actual or constructive notice); and (2) (a) the Customer has not been notified by Allclass in writing that these Terms and Conditions no longer apply to orders, including the relevant Order, that may be placed from time to time, and/or (b) the Customer: (i) has not been notified by Allclass in writing that other terms and conditions with an effective date later than the Effective Date shall apply, and/or that other terms and conditions shall replace these Terms and Conditions, in relation to orders, including the relevant Order, that may be placed from time to time; or (ii) has been notified of such terms and conditions and for whatever reason they do not apply to the relevant Order; 1.2.4 (1) prior to placing the relevant Order: (a) the Customer has not been notified by Allclass of these Terms and Conditions (whether through actual or constructive notice); (b) the Customer (i) has not been notified by Allclass in writing that other terms and conditions shall apply in relation to orders, including the relevant Order, that may be placed from time to time (whether or not they have an effective date later or earlier than the Effective Date); or (ii) has been notified of such terms and conditions and for whatever reason, such terms and conditions do not apply to the relevant Order; and (2) the Customer accepts, or is taken to accept, these Terms and Conditions at the time of placing the relevant Order pursuant to and in accordance with Clause 1.3; or 1.2.5 (1) prior to placing the relevant Order: (a) the Customer has not been notified by Allclass of these Terms and Conditions (whether through actual or constructive notice); (b) the Customer (i) has not been notified by Allclass in writing that other terms and conditions which have an effective date later than the Effective Date shall apply in relation to orders, including the relevant Order, that may be placed from time to time, or (ii) has been notified of such terms and conditions and for whatever reason, such terms and conditions do not apply to the relevant Order; and (c) the Customer has been notified of other terms and conditions that have an effective date earlier than the Effective Date (the "Prior Terms and Conditions") and that apply in relation to the relevant Order (subject to this Clause 1.2.5); and (3) the Customer accepts or is deemed to accept that these Terms and Conditions shall apply and shall replace the Original Terms and Conditions in their entirety, which shall be taken to occur after the Customer has received notice of the Terms and Conditions on or before the time it receives the Invoice relating to the relevant Order and either: (a) the Customer does not notify Allclass in writing that it is not acceptable with these Terms and Conditions within two (2) business days of receipt of such notice; or (b) the Customer communicates to Allclass (by words or conduct) that it is acceptable with these Terms and Conditions. 1.3 For the purposes of Clause 1.2.4, these Terms and Conditions shall be taken to be accepted by the Customer on the earlier to occur of the following: (a) the payment or part payment of the Adjusted Purchase Price, any deposit and/or any other amount in connection with the Agreement; (b) the Customer's acceptance of the Goods and/or (as the case may be) the S&R Goods (after the relevant S&R has been carried out in relation to those S&R Goods); (c) the time at which the Customer first uses the Goods and/or (as the case may be) the S&R Goods (after the relevant S&R has been carried out in relation to those S&R Goods); (d) two (2) business days after the earlier of the Delivery of Goods, the Delivery of S&R Goods, the delivery of the Invoice or the time at which Allclass gives the Customer notice of these Terms and Conditions, unless, prior to such time, the Customer: (1) to the extent the Goods and/or (as the case may be) the S&R Goods are not in Allclass's possession at such time: (A) to the extent the Agreement involves the supply of Goods, returns (at the Customer's Cost) the relevant Goods to Allclass and Allclass receives such Goods into its possession in the condition they were in at the Customer Risk Start Time; and (B) to the extent the Agreement involves the supply of S&R, returns (at the Customer's Cost) the related S&R Goods (after the relevant S&R has been carried out in relation to those S&R Goods) to Allclass and Allclass receives such S&R Goods into its possession and in the condition they were in at the time of Delivery of S&R Goods; and (2) notifies Allclass in writing that it does not accept the Terms and Conditions; and/or (e) the Customer communicates to Allclass (by words or conduct) that it is acceptable with the Agreement and/or these Terms and Conditions. For the avoidance of doubt, where the Terms and Conditions are deemed to be accepted by the Customer pursuant to and in accordance with Clause 1.3, the Terms and Conditions shall be taken to apply from and including the date the relevant Order was agreed to by Allclass. 1.4 Where these Terms and Conditions apply pursuant to Clause 1.2.5, the Parties shall be taken to agree that these Terms and Conditions shall be taken to replace the Prior Terms and Conditions in their entirety from the date the relevant Order was agreed to by Allclass. 1.5 Allclass agrees to notify the Customer of the Purchase Price applicable to the relevant S&R and/or Goods to be supplied

under the Agreement as soon as reasonably practicable on request by the Customer. 1.6 Any Agreement and/or Customer Instructions may be amended: 1.6.1 by agreement between the Parties; or 1.6.2 by determination by Allclass (without consent of the Customer) to the extent Allclass is permitted to make such determination under these Terms and Conditions. 1.7 Allclass shall issue a tax invoice (the "Invoice") with a specified date (the "Invoice Date") addressed to the relevant Customer in connection with the Agreement and, unless Allclass notifies the Customer otherwise, such Invoice shall be deemed to be conclusive evidence of the existence of an individual and separate Agreement and of, to the extent applicable, the Customer, the relevant S&R and/or Goods and the applicable Purchase Price of such S&R and/or Goods, the applicable GST and the applicable Adjusted Purchase Price (which, for the avoidance of doubt, may be indicated in the Invoice as being the total amount owing for the entire Invoice) in relation to such Agreement. Allclass is under no obligation to issue the Invoice within any timeframe. 1.8 For the avoidance of doubt, any terms and conditions (other than these Terms and Conditions) that (a) have applied to previous agreements between the Parties for the supply of, and/or (b) have an effective date earlier than the Effective Date and that relate to the supply of, certain spare parts, attachments and/or other goods and/or equipment (other than excavators, skid steers, generators, engines, loaders, tractors, mowers and/or other engines and/or engine operated vehicles) and/or services and/or repairs of certain goods and/or equipment, shall not apply to agreements which are subject to these Terms and Conditions. 1.9 The Parties agree that these Terms and Conditions shall also be subject to the terms and conditions set out in the Schedule hereto.

2. PAYMENTS

2.1 In relation to the Agreement, the Customer agrees to pay to Allclass, and Allclass shall be entitled to: 2.1.1 on or before the day that is three (3) days after the relevant Invoice Date (the "Due Date"), subject to any Credit Agreement (if applicable), the applicable Purchase Price plus the applicable GST plus (and without limitation to Clause 2.1.2) any Costs that are directly incidental to the supply of the relevant Goods and/or S&R and that is specified in the relevant Invoice (together the, "Adjusted Purchase Price"); 2.1.2 immediately on demand, all losses, damages, liabilities, claims, actions and/or other losses, whether direct or indirect or consequential, whatsoever, however arising (including but not limited to all costs, expenses, fees, charges, fines and/or other costs (the "Costs"), including but not limited to any legal fees on a full indemnity basis and any credit card fees) (together, the "Losses") incurred and/or reasonably likely to be incurred by Allclass as a result of or in connection with the Agreement (including but not limited to any Loss relating to any Goods Related Loss (defined below), any Carry Goods Loss (defined below), any S&R Goods Related Loss (defined below), and/or any taxes referred to in Clause 2.2); 2.1.3 immediately on demand, any interest on any late payments by the Customer which shall accrue on a daily basis at the rate of 12% p.a.; and 2.1.4 immediately on termination of the Agreement, all Amounts Owing at such time. 2.2 Without limitation to Clause 2.1, the Customer agrees that it shall be responsible for any taxes, whatsoever, that are or may be applicable from time to time in relation to an Agreement, including but not limited to any GST and/or duty.

3. DELIVERY OF GOODS

3.1 Allclass agrees to carry out the Delivery of Goods on or before the day that is seven (7) days after the Due Date (the "Delivery Date") provided the Delivery Pre-Conditions are satisfied in full by such date, or, subject to Clause 8.12 below, to the extent such conditions are not satisfied by the Delivery Date, as soon as reasonably practicable after the Delivery Pre-Conditions are satisfied in full. 3.2 The Customer agrees to take such steps as are reasonably necessary to ensure the Delivery Pre-Conditions are satisfied in full. 3.3 If the Customer wishes to make any claims in respect of Goods supplied under the Agreement, it must do so in writing within 24 hours of the Delivery of Goods, otherwise such claims will be deemed to be waived.

4. RISK AND INSURANCE

4.1 The Customer acknowledges that, notwithstanding any other provision of the Agreement (including but not limited to Clause 5.1), the Goods shall be at the risk of the Customer (and not Allclass) from and including the Customer Risk Start Time, and the Customer further acknowledges that, without limitation to the foregoing, the Customer (and not Allclass) shall be responsible for any Loss incurred to the Goods and/or any other property and/or by any person, relating to or in connection with the Goods on or after the Customer Risk Start Time (the "Goods Related Loss"). 4.2 The Customer acknowledges that Allclass shall not be obliged to insure, or cause to be insured, any Goods for any Goods Related Loss (or any other Loss) that may occur from the Customer Risk Start Time and the Customer undertakes to Allclass to take out a policy of insurance with a reputable insurance firm for the full replacement value of the Goods to cover any Goods Related Loss from the Customer Risk Start Time until the latter of the time at which Title in the Goods pass to the Customer subject to Clause 5 and the time at which (if applicable) the Carry of Goods is carried out, and the Customer shall arrange for Allclass's interest in the Goods to be duly noted on such policy of insurance and shall provide Allclass with evidence of this upon Allclass's request.

5. RETENTION OF TITLE

5.1 The legal and equitable title (the "Title") in the Goods that are to be supplied pursuant to the Agreement, shall remain vested with Allclass and shall not pass to the Customer until Discharge Conditions are satisfied in full, notwithstanding Clause 4.1, notwithstanding whether there is a Credit Agreement or not and notwithstanding that any proprietary interest and/or contractual rights in the Goods, whatsoever, may have been, or have been purported to be transferred, assigned and/or granted by the Customer or any other person to any Third Party (a "Disposal of Goods"). 5.2 Any payment that is made by (or on behalf of) the Customer and is subsequently avoided or deemed void, voidable or invalid, for any reason whatsoever (including, but not limited to, as a result of the application of any statutory provisions relating to insolvency and/or bankruptcy), shall be deemed to not have discharged Allclass's Title in the Goods and/or satisfaction of the Discharge Conditions and in such event, the Parties are to be restored in a position where each Party shall be entitled to the rights and subject to the duties which each Party respectively would have been entitled to or subject to (as the case

may be) if such payment had not been made (and the Discharge Conditions had not been satisfied). 5.3 The Customer acknowledges that upon Delivery of Goods, at all times during which the Title in the relevant Goods are vested with Allclass, it shall be taken to be in possession of such Goods solely as a fiduciary bailee of those Goods for Allclass until the Discharge Conditions have been satisfied in full and the Customer shall (without limitation to its duties at law, equity and/or otherwise) exercise such care in relation to the Goods as required in its capacity as fiduciary bailee of the Goods for Allclass and (without limitation to the foregoing): 5.3.1 shall not allow for a Disposal of Goods to occur other than with the prior written consent of Allclass or in the ordinary course of business; and 5.3.2 shall store the Goods separately and in a manner so that they are readily identifiable as having their Title vested with Allclass. 5.4 In the event the Customer has carried out a Disposal of Goods prior to the Discharge Conditions being satisfied in full (whether such Disposal of Goods complies with Clause 5.3.1 or not), the Customer acknowledges that it will have done so as fiduciary agent of Allclass and that it shall hold any proceeds it receives from such Disposal of Goods on trust for Allclass in a separate account and shall immediately account such proceeds to Allclass.

6. RETURN OF GOODS

6.1 Allclass is not obliged to accept for credit the return of any Goods unless it has given prior written consent for their return (including, but not limited to, any specially procured Goods), and to the extent Allclass gives such written consent, Allclass will not be obliged to issue a credit for such return unless the Goods are returned in accordance with Clause 6.2 and the Customer pays to Allclass a fee equal to 25% of the Purchase Price of such Goods (or another amount as agreed by Allclass) for accepting such return and all other Amounts Owing as at such time (whether or not as a result of and/or incidental to such return of the Goods). 6.2 On or after the Delivery of Goods, the Customer shall return the Goods to Allclass into Allclass's possession at the Allclass Place of Business (or such other place as directed by Allclass), at the Customer's Cost, in the condition they were in at the Customer Risk Start Time: 6.2.1 immediately upon request by Allclass at any time during which the Title in the Goods are vested with Allclass; 6.2.2 immediately upon Allclass consenting to return of the Goods in writing under Clause 6.1; 6.2.3 immediately upon termination of the Agreement and/or immediately upon request following an Event of Default; and/or 6.2.4 to the extent Clause 10.2.1 applies, immediately upon request by Allclass for the purposes of repair and/or replacement such Goods.

7. RIGHT OF ENTRY, REPOSSESSION AND INSPECTION

The Customer hereby irrevocably grants Allclass the right to, at all times on or after the Delivery of Goods, to enter any property or premises on which the Goods, or any records relating to such Goods, may be located or at which Allclass reasonably believes the Goods or any records relating to such Goods to be located, without giving any notice to the Customer or any Third Party, as the case may be, when: 7.1 Title in the Goods are vested with Allclass, and Allclass may inspect such Goods and/or such records (and/or take copies of such records) and/or reclaim possession of such Goods at or during such times; 7.2 the Agreement has been terminated and/or an Event of Default has occurred, and Allclass may inspect such Goods and/or such records (and/or take copies of such records) and/or reclaim possession of such Goods at or during such times; and/or 7.3 Clause 10.2.1 applies, and Allclass may repair and/or replace such Goods at or during such times.

8. OTHER ACKNOWLEDGEMENTS AND AGREEMENTS

8.1 The Customer: 8.1.1 acknowledges that: (1) it has read and understood all manuals and documents issued by the manufacturer of the Goods and/or the S&R Goods (or its affiliates or distributors) relating to the safety and operating procedures and incidental matters for the Goods and/or S&R Goods as well as the goods and/or equipment on which such Goods and/or S&R Goods may be installed and/or attached (the "Operator's Manuals"), or (2) it has had a reasonable opportunity to do read and understand the relevant Operator's Manuals, prior to the Agreement; and 8.1.2 to the extent it has not already done so at such time, agrees that it will read and understand the relevant Operator's Manual before using, holding and/or Carrying (together, "Using") the Goods. 8.2 The Customer agrees to ensure the Goods and/or S&R Goods are Used pursuant to and in accordance with their proper and intended use, the Operator's Manual and any applicable law, regulation and industry standards. 8.3 The Customer must notify Allclass as soon as it reasonably becomes aware of an Event of Default. 8.4 The Customer shall not infringe any intellectual property related to the Goods, the S&R and/or Allclass and the Customer agrees to treat all information made available by Allclass for the Customer relating to the Agreement, the Goods, the S&R, Allclass, Allclass's business and/or Allclass's business dealings as secret and confidential and shall not disclose or allow to be disclosed such information to any Third Party without Allclass's prior written consent. 8.5 The Customer acknowledges that to the extent that Allclass request that an amount is payable as part payment or as deposit, at any time, for the purchase of the Goods and/or for the provision of S&R, such amount shall be non-refundable and Allclass shall not be liable to repay the Customer such amount regardless of whether or not the Delivery of Goods relating to such Goods and/or the relevant S&R (as the case may be) occurs or is completed, for any reason whatsoever. 8.6 If Allclass agrees to carry out the Carry of Goods in connection with the Goods and/or S&R Goods relating to the Agreement (provided however that, in the case of the S&R Goods and/or the S&R Installed Goods, the Customer and/or such other person in control of the S&R Goods and/or S&R Installed Goods at the Origin Location and/or in control of the Origin Location is willing and able to assist Allclass to carry out the Carry of Goods), then the Parties shall be taken to agree that (and without limitation to the other provisions herein, including but not limited to Clauses 2, 4 and 10): 8.6.1 the Customer irrevocably authorises Allclass (if Allclass so determines) to appoint or arrange a Delivery Agent to carry out the Carry of Goods; 8.6.2 Allclass shall take reasonable steps to carry out the Carry of Goods subject to: (1) no Carry of Goods Related Loss having occurred; (2) no End of Carry Event having occurred; and (3) (a) in the case of the Goods that are not S&R Installed Goods, the Delivery of Goods occurring and no Event of Default and/or no Force Majeure Event having occurred, and (b) in the case of the S&R Goods and/or S&R Installed Goods, no

Event of Default and/or no Force Majeure Event having occurred; 8.6.3 Allclass is not required to carry out the Carry of Goods within any specified timeframe; 8.6.4 Allclass shall not be taken to be a common carrier and shall not be liable as such; 8.6.5 the Customer shall take reasonable steps to allow Allclass to carry out the Carry of Goods; 8.6.6 the Customer hereby irrevocably grants Allclass the right to, at all times on or after the date of the Agreement, enter any Origin Location or Destination Location (or such other premises as reasonably necessary) without giving any notice to the Customer or any Third Party, as the case may be, in order for Allclass to carry out the Carry of Goods; 8.6.7 to the extent Title in the Goods, as the case may be, is vested in the Customer at any time before the Carry of Goods is completed, then the Customer shall at such time be taken to grant a general lien over the Goods (as well as any records relating to the Goods which it has in its possession) in favour of Allclass as security for any Amounts Owing, and at any time there are Amounts Owing, Allclass shall be entitled to dispose of the Goods (and related records) and apply the proceeds thereof in or towards payment of any Amounts Owing at such time and any Costs related to such disposal and upon accounting to the Customer for any balance of proceeds remaining (if any), Allclass shall be discharged from any liability as to the disposal of such Goods in such circumstances; and 8.6.7 at any time before the Carry of Goods is completed (except during the S&R Holding Period), the Customer (or if the Customer is not the owner, then the Customer for and on behalf of the owner) shall at such time be taken to grant a general lien over the S&R Goods (as well as any S&R Goods Records Allclass has in its possession) in favour of Allclass as security for any Amounts Owing, and at any time there are Amounts Owing, Allclass shall be entitled to dispose of the S&R Goods and apply the proceeds thereof in or towards payment of any Amounts Owing at such time and any Costs related to such disposal and upon accounting to the Customer for any balance of proceeds remaining (if any), Allclass shall be discharged from any liability as to the disposal of such S&R Goods in such circumstances. 8.7 The Customer acknowledges that it has read and understood the terms and conditions of the Agreement and the terms and conditions of the Privacy Policy (which is available at www.allclass.com.au or upon request from Allclass) and that any representations and warranties it is taken to make under the Privacy Policy are true, accurate and not misleading and that by entering into this Agreement, it shall be taken to acknowledge, consent and agree to the terms and conditions of the Privacy Policy and where applicable authorise Allclass to take such steps as prescribed therein. 8.8 The Customer acknowledges that in the event Goods are to be replaced under the Agreement or otherwise then the Terms and Conditions of such Agreement shall be taken to be read to apply to such replaced goods as if they were the Goods as the context so requires and for the avoidance of doubt and to the extent permitted by law: (a) Allclass shall not be required to deliver such replaced goods until (1) Allclass receives payments of all Amounts Owing at such time and (2) Allclass receives possession of the original Goods for the purposes of such replacement in the condition they were in at the Customer Risk Start Time, and (b) Title in such replaced goods shall only pass to the Customer upon the latter of (1) the delivery of such replaced goods to the Customer and (2) Allclass receives possession of the original Goods in accordance with Clause 8.8(a)(2) (at which time the Title in the original Goods shall revert to Allclass to the extent applicable). 8.9 Without limitation to Clause 10, the Customer agrees to comply with any Warranty Conditions that the Customer may agree to with a Warranty Provider that may apply in relation to the Goods and/or S&R. 8.10 Notwithstanding Clause 8.9, and without limitation to (and subject to) Clause 10, the Customer acknowledges that Allclass is not a Warranty Provider of any Warranty Conditions, and that it is the relevant Warranty Provider, and not Allclass, that is responsible for the Warranty Provider's obligations under any Warranty Conditions that may apply in relation to certain Goods and/or S&R and the Customer further acknowledges that Allclass is not liable for any Loss whatsoever (whether incurred by the Customer or otherwise) that arises as a result of any breach of such Warranty Conditions by, any negligence of and/or any wilful misconduct by the Warranty Provider and/or result of any other acts and/or omissions whatsoever of such Warranty Provider. 8.11 For the avoidance of doubt, where Allclass leave the Goods with any Third Party, or allow any Third Party to take possession or control of the Goods (including but not limited to any Delivery Agent, Delivery Recipient or owner or controller of an Outside Premises), as agreed by the Parties, such Third Party shall be taken to receive any Goods in such circumstances as agent of the Customer. 8.12 At the time an Event of Default, a Force Majeure Event, any Goods Related Loss, any S&R Goods Related Loss, a S&R Refusal Event and/or any Carry of Goods Related Loss occurs in connection with the Agreement, and Allclass has possession of the relevant S&R Goods and/or Goods for any reason whatsoever, then, without limitation to its other rights herein, Allclass may: 8.12.1 store the relevant S&R Goods and/or Goods as it so determines at the Customer's Cost and Allclass may also charge the Customer a fee up to 10% of the applicable Purchase Price relating to such S&R Goods and/or Goods (to be paid on demand) for storing such S&R Goods and/or Goods; and/or 8.12.2 give notice to the Customer requesting the Customer to arrange collection of the relevant S&R Goods and/or Goods from such premises as Allclass specifies within fourteen (14) days of such notice, and at the end of such time (the end of such time constituting (1) a "Deemed Delivery of Goods Event" to the extent such notice relates to Goods and the Delivery of Goods has not already occurred at such time, and whether or not the Customer has collected the Goods, (2) a "Deemed Delivery of S&R Goods Event" to the extent such notice relates to S&R Goods and the Delivery of S&R Goods has not already occurred at such time, and whether or not the Customer has collected the S&R Goods, and (3) an "End of Carry Event" to the extent such notice relates to S&R Goods and/or Goods in relation to which Allclass has commenced carrying out any Carry of Goods, and whether or not the Customer has collected such S&R Goods and/or Goods), if the Customer or the Delivery Recipient or any of their respective Delivery Agents has not collected such S&R Goods and/or Goods (whether or not there is any Goods Related Loss, S&R Goods Related Loss and/or Carry of Goods Loss as at such time), then Allclass may, and the Customer hereby irrevocably authorises Allclass to, (whether or not Title in such S&R Goods and/or Goods is vested with the Customer or any other person as at such time) deal

with such S&R Goods and/or Goods in any manner Allclass so determines (including but not limited to selling, repairing, replacing and/or destroying such S&R Goods and/or Goods) at the Customer's Cost.

9. SERVICES AND REPAIRS

9.1 To the extent the Agreement is a S&R Agreement, then Allclass agrees to use reasonable endeavours to provide the relevant S&R in accordance with the relevant Customer Instructions as well as the usual and customary manner and/or method of providing such S&R subject to these Terms and Conditions of the Agreement (including but not limited to Clauses 9.2 and 9.3 herein). 9.2 Notwithstanding Clause 9.1, the Customer acknowledges and agrees that in relation to the S&R Agreement (and without limitation to Clause 10): 9.2.1 Allclass, without incurring any liability whatsoever to the Customer as a result: (a) reserves to itself the liberties as to the means and procedures to be followed when providing the S&R; (b) may in its sole discretion, at any time (and with or without notice to the Customer), depart from any Customer Instructions and/or any usual and/or customary manner and/or method in providing the S&R; and (c) may in its sole discretion at any time (and with or without notice to the Customer), determine whether or not to install Goods (up to a value of \$2,000) into the relevant S&R Goods, supply Goods (up to a value of \$2,000) together with the relevant S&R and/or provide other S&R (up to any value) which Allclass considers is reasonably necessary to carry out the relevant S&R and upon Allclass making such determination, the Customer will be taken to agree to purchase such Goods and/or S&R pursuant to the Agreement (whether the Customer has notice of, or agreed to, such determination or not); 9.2.2 while Allclass will use reasonable endeavours to complete the relevant S&R within a specified time frame starting on the S&R Commencement Date, Allclass does not agree and does not guarantee that such S&R will be completed within such time frame and Allclass will not be liable for any delay in providing such S&R that occurs for any reason whatsoever; 9.2.3 where Allclass provides an estimate or quote in relation to the amount payable, or which may be payable, for and/or in connection with the relevant S&R prior to the completion of such S&R, Allclass does not agree and does not guarantee that the actual amount payable for and/or in connection with such S&R on completion of such S&R will equal such estimate or quote and the Customer (and not Allclass) will be liable for what ever the actual amount payable for and/or in connection with such S&R is on completion of such S&R notwithstanding such estimate or quote; 9.2.4 Allclass may at any time prior to completion of the relevant S&R (whether it has commenced performing the relevant S&R or not), and in its sole discretion, give notice to the Customer that it refuses to provide or complete the relevant S&R for any reason whatsoever (including but not limited to the occurrence of an Event of Default, a Force Majeure Event and/or any S&R Goods Related Loss, and/or (without limitation to the foregoing) Allclass believing in its sole discretion: that the Customer Instructions are unreasonable and/or unclear; that the S&R requested would be illegal or against industry standards; that the S&R requested will put Allclass or any other person or any property at risk of incurring Loss; that, upon receipt of the Customer Instructions or upon an initial removal and/or inspection of certain parts of the S&R Goods, the S&R will require skills and/or resources which Allclass are unable or unwilling to provide and/or more work than was anticipated by Allclass is required to complete the S&R and/or additional S&R is required to ensure the S&R Goods are put in good working order; and/or that Allclass is unable to obtain reasonable and/or unrestricted access to the S&R Goods to carry out the S&R) and in the event Allclass gives such notice to the Customer (a "S&R Refusal Event"), then: (a) Allclass shall no longer be required to provide and/or complete such S&R (whether or not it has commenced providing the S&R or not); (b) Allclass shall not be liable for any Loss whatsoever howsoever arising as a result of the S&R Refusal Event; (c) Allclass shall not be required to restore the S&R Goods to the condition they were in as at the start of the S&R Period; (d) for the avoidance of doubt and without limitation to the other provisions herein, the Customer shall remain liable to Allclass for any work which Allclass has carried out in relation to the relevant S&R up to the end of the S&R Holding Period (including but not limited to any applicable Repair Price and/or any part or whole of a Service Price for part work completed up to such time as determined by Allclass), any Goods which Allclass has supplied to the Customer and/or installed into the relevant S&R Goods in connection with such S&R up to such time (including but not limited to any applicable Goods Price) and any Costs Allclass has incurred in connection with the provision of the S&R and in connection with or as a result of the occurrence of the S&R Refusal Event; and (e) Allclass shall carry out the Delivery of S&R Goods subject to the Delivery Pre-Conditions being satisfied at such time (and notwithstanding the S&R not being complete) and the Customer agrees to take such steps as are reasonably necessary to ensure the Delivery Pre-Conditions are satisfied in full in such circumstances; 9.2.5 Allclass is authorised by the Customer to, in Allclass's sole discretion, arrange for, and/or enter into an agreement with, any Third Party (including but not limited to any agent or sub-contractor of Allclass) to carry out part and/or all of the relevant S&R at any time as and to the extent (and on such terms and conditions as) Allclass considers is reasonably necessary in connection with such S&R and for the avoidance of doubt (whether or not the Customer has notice of such work to be carried out by such Third Party), Allclass shall not be liable for any Loss that arises in connection with such work carried out by such Third Party and Allclass shall not be obliged to enforce any rights it has or may have against such Third Party in connection with such Loss; 9.2.6 Allclass may, and the Customer hereby irrevocably authorises Allclass to, carry out all or any part of the relevant S&R at the Allclass Place of Business and/or any Outside Premises, as Allclass may determine from time to time in its sole discretion (and with or without notice to the Customer) and: (a) where any part or all of the S&R is to be carried out at the Allclass Place of Business at any time during the S&R Holding Period, then: (1) unless otherwise agreed or unless (a)(2) applies, immediately upon request by Allclass, prior to such S&R being carried out, the Customer shall ensure the relevant S&R Goods and/or (if applicable) any S&R Installed Goods are Carried to (and, where applicable, unloaded at) the Allclass Place of Business by itself or its Delivery Agents in the condition they were in immediately prior to such Carry, for the purposes of such S&R being carried out; and (2) where, for whatever

reason, Allclass determine that it or its Delivery Agents shall arrange for the S&R Goods and/or S&R Installed Goods to be Carried to the Allclass Place of Business from an Outside Premises, then Allclass shall be taken to agree to carry out the Carry of Goods in relation to such Carry of such S&R Goods and/or S&R Installed Goods, where the relevant Outside Premises shall be taken to be the Origin Location and the Allclass Place of Business shall be taken to be the Destination Location for the purposes of such Carry of Goods; and (b) where any part or all of the S&R is to be carried out at any Outside Premises at any time during the S&R Holding Period, then: (1) unless otherwise agreed or unless (b)(2) applies, immediately upon request by Allclass, prior to such S&R being carried out, the Customer shall ensure the relevant S&R Goods and/or (if applicable) S&R Installed Goods are at and/or Carried to (and, where applicable, unloaded at) the Outside Premises (whether from the Allclass Place of Business or any other premises as is applicable) by itself or its Delivery Agents in the condition they were immediately prior to such Carry, for the purposes of such S&R being carried out; (2) where, for whatever reason, Allclass determine that it or its Delivery Agents shall arrange for the S&R Goods and/or S&R Installed Goods to be Carried to the Outside Premises from the Allclass Place of Business or another Outside Premises, then Allclass shall be taken to agree to carry out the Carry of Goods in relation to such Carry of such S&R Goods, where the Allclass Place of Business or relevant Outside Premises from which the S&R Goods are Carried shall be taken to be the Origin Location and the Outside Premises to which such S&R Goods are to be Carried shall be taken to be the Destination Location for the purposes of such Carry of Goods; (3) the Customer hereby irrevocably grants Allclass the right to, at all times on or after the date of the Agreement, enter any Outside Premises on which the S&R Goods, any S&R Goods Records, any Goods, any records relating to such Goods, and any other property and/or persons ("S&R Items") relating to the supply of the relevant S&R may be located or at which Allclass reasonably believes such S&R Items to be located, without giving any notice to the Customer or any Third Party, as the case may be, when: (a) the Agreement is entered into or at any time during the S&R Holding Period, in order to inspect such S&R Items and/or carry out the S&R and/or carry out the Carry of Goods (if applicable); (b) the Agreement is terminated and/or an Event of Default is occurs, to inspect such S&R Items and/or collect or reclaim possession of any S&R Items that is owned by or that belongs to Allclass or over which Allclass holds the S&R Goods Lien; or (c) to the extent Clause 10.2.2 applies, to carry out such S&R; and (4) the Customer shall return any S&R Items that is owned by or that belongs to Allclass or over which Allclass holds the S&R Goods Lien to Allclass into Allclass's possession at the Allclass Place of Business (or such other place as directed by Allclass), at the Customer's Cost: (a) in relation to S&R Items in relation to which Title is vested with Allclass, immediately upon request by Allclass at any time during which the Title in the relevant S&R Items are vested with Allclass; (b) immediately upon termination of the Agreement and/or immediately upon request following an Event of Default; and/or (c) to the extent Clause 10.2.2 applies, immediately upon request by Allclass for the purposes of carrying out such S&R; 9.2.7 upon completion of the S&R: (a) Allclass shall notify the Customer that such S&R is completed (the "S&R Completion Notice"); (b) Allclass shall carry out the Delivery of S&R Goods subject to the Delivery Pre-Conditions being satisfied at such time; and (c) the Customer agrees to take such steps as are reasonably necessary to ensure the Delivery Pre-Conditions are satisfied in full immediately upon receiving the S&R Completion Notice; 9.2.8 if the Customer wishes to make any claims in respect of the S&R and/or the S&R Goods, it must do so in writing within two (2) business days of the Delivery of S&R Goods, otherwise such claims will be deemed to be waived; 9.2.9 at all times (whether before, during or after the S&R Holding Period), the S&R Goods shall be at the risk of the Customer (and not Allclass), and the Customer further acknowledges that, without limitation to the foregoing, the Customer (and not Allclass) shall be responsible for any Loss incurred to the S&R Goods and/or any other property and/or by any person, relating to or in connection with the S&R Goods (the "S&R Goods Related Loss") during such time; 9.2.10 Allclass shall not be obliged at any time to insure, or cause to be insured, the S&R Goods for any S&R Goods Related Loss or any other Loss; 9.2.11 at all times during the S&R Holding Period, the Customer (or if the Customer is not the owner, then the Customer for and on behalf of the owner) shall at such time be taken to grant a general lien (the "S&R Goods Lien") over the S&R Goods (as well as any S&R Goods Records Allclass has in its possession) in favour of Allclass as security for any Amounts Owing, and at any time there are Amounts Owing, Allclass shall be entitled to dispose of the S&R Goods and apply the proceeds thereof in or towards payment of any Amounts Owing at such time and any Costs related to such disposal and upon accounting to the Customer for any balance of proceeds remaining (if any), Allclass shall be discharged from any liability as to the disposal of such S&R Goods in such circumstances; 9.2.12 the Customer shall ensure that any information and/or records (including but not limited to the S&R Goods Records) relating to the S&R Goods, the S&R and/or the Agreement which it may provide Allclass from time to time (whether requested by Allclass or not) is true, accurate, complete and up to date; 9.2.13 the Customer shall immediately on request by Allclass provide Allclass with any S&R Goods Records and any information that is reasonably relevant to the S&R Goods and/or the S&R; 9.2.14 the Customer shall ensure it complies with any applicable laws, regulations and/or industry standards in connection with the Agreement; and 9.2.15 the Customer shall ensure that no proprietary interest and/or contractual rights in the S&R Goods, whatsoever, are, or are purported to be to be transferred, assigned and/or granted by the Customer (or by such other person who is the owner of the S&R Goods) to any Third Party during the S&R Holding Period. 9.3 To the extent the Agreement is a S&R Agreement, the Customer represents and warrants to Allclass as at the date of the S&R Agreement and the S&R Commencement Date that: 9.3.1 the Customer is the owner of the S&R Goods, or has the express authority of the owner of the S&R Goods to enter into the Agreement; 9.3.2 any information and/or records (including but not limited to the S&R Goods Records) relating to the S&R Goods, the S&R and/or the Agreement which it has provided Allclass is true, accurate, complete and up to date; 9.3.3 the S&R Goods are not of a dangerous, damaging or unsafe nature so as to be a risk to any

property or any person; and 9.3.4 the S&R Goods comply with any applicable laws, regulations and/or industry standards.

10. WARRANTY; LIMITED LIABILITY; EXCLUSION OF LIABILITY

10.1 All Warranties taken to be given by Allclass regarding the Goods and/or the S&R, whether express or implied, including without limitation to the generality of the foregoing, Warranties as to suitability or fitness of the Goods and/or S&R for any particular purpose, are expressly excluded to the fullest extent permitted by law (notwithstanding whether or not documentation containing Warranty Conditions that may or may not apply to certain Goods and/or S&R is or has been provided or made available to the Customer by or on behalf of Allclass or any other person and, for the avoidance of doubt and without limitation to the other terms herein, the Customer agrees and acknowledges that the Customer does not enter into the Agreement on reliance of any Warranty Conditions whatsoever that may or may not apply to the Goods and/or S&R and that Allclass makes no representation and/or warranty as to, and accepts no liability whatsoever in connection with, the accuracy, completeness, reliability, applicability, effect and/or reasonableness of any Warranty Conditions whatsoever that may or may not apply in relation to the Goods and/or S&R). 10.2 To the extent liability of Allclass has not been effectively excluded under the Agreement, then, to the fullest extent permitted by law, the liability of Allclass shall be limited to such one of the following as Allclass, may determine: 10.2.1 in the case such liability relates to Goods supplied: (a) the repair of such Goods; or (b) the replacement of such Goods; and 10.2.2 in the case such liability relates to S&R supplied: (a) the performance of such S&R by Allclass again, or (b) the payment of the reasonable costs of performing the S&R again. 10.3 Subject to Clause 10.1 and 10.2 herein, and notwithstanding any other provision of these Terms and Conditions, the Customer agrees and acknowledges that Allclass shall not be responsible and/or liable in tort, contract, statute and/or otherwise for any Loss whatsoever, howsoever arising, whether direct or indirect or consequential, (without limitation to the foregoing) for any delay or inconvenience of any kind and/or (without limitation to the foregoing) for any Cost incurred thereby whatsoever, whether arising out of or relating to any S&R (wholly or partly performed), Carry of Goods (wholly or partly performed), breakdown or failure of or loss, damage or deterioration to Goods supplied and/or S&R Goods, delays, non-delivery, defective materials or workmanship, lack of suitability or fitness of the Goods, the S&R, the S&R Goods and/or the Carry of Goods and/or otherwise for any reason whatsoever including, without limiting the foregoing, the negligence or breach of contract or wilful act or default of Allclass, any of its employees, servants, agents, affiliates or direct or indirect suppliers or sub-contractors, any Warranty Provider or any other person and this Clause 10.3 shall apply to all such Loss, delay, inconvenience, Costs as aforesaid whether or not the same occurs (without limitation to the foregoing) in the course of the performance by or on behalf of Allclass and/or the Customer of the Agreement or as a result of a S&R Refusal Event or a Deemed Delivery of Goods Event or a Deemed Delivery of S&R Goods Event or any enforcement of any mortgage, charge, lien or any security or an End of Carry Event or an Event of Default or a Force Majeure Event or as a result of events which are in the contemplation of Allclass and/or the Customer or as a result of events which are foreseen by them or either of them or as a result of events which constitute a fundamental breach of the terms and conditions by any person of any agreement between the Parties (including but not limited to the Agreement, any Credit Agreement and the Privacy Policy), any guarantee relating to any Credit Agreement, any Warranty Conditions and/or any other agreement incidental to such agreements, documents or conditions.

11. INDEMNITY

Notwithstanding any provision of the Agreement, the Customer assumes sole responsibility for, and agrees to indemnify and hold harmless Allclass, and/or any of its directors, employees and/or affiliates against all Losses that arise or may be reasonably expected to arise relating to or in connection with the Agreement including but not limited to any Losses which such persons incur and/or is reasonably likely to incur in connection with: 11.1 any person exercising or considering to exercise its rights under this Agreement; 11.2 any Goods Related Loss, any S&R Goods Related Loss and/or any Carry of Goods Loss; 11.3 any breach of any tortious, contractual, statutory and/or any other duty whatsoever by any person; and/or 11.4 any Event of Default and/or any Force Majeure Event.

12. TERMINATION

12.1 Allclass may terminate the Agreement immediately upon giving notice to the Customer following the occurrence of an S&R Refusal Event, an Event of Default and/or a Force Majeure Event. 12.2 The Agreement shall automatically terminate if, after twelve (12) months after the date of the relevant Order (or such later notice as Allclass may notify the Customer), neither the Delivery of Goods has occurred nor has the relevant S&R commenced, in relation to such Agreement.

13. MISCELLANEOUS

13.1 For the avoidance of doubt, the rights, remedies and powers of Allclass are cumulative and neither exclude, limit nor prejudice any other rights, remedies or powers which Allclass may be entitled to at law, in equity or otherwise. 13.2 The Customer shall on request, take such steps as to reasonably assist Allclass in exercising its rights, remedies and/or powers hereunder (including but not limited to signing any documents as Allclass may request). 13.3 Any failure by Allclass at any time to enforce any provision of the Agreement, or any forbearance, delay or indulgence granted by Allclass to the Customer shall not constitute a waiver of Allclass's rights. 13.4 If any provision of the Agreement is held to be illegal, invalid, void, voidable or unenforceable under any present or future law, then that provision will be fully severable. 13.5 Unless otherwise expressly agreed in writing and (if applicable) subject to any Credit Agreement that relates to the Agreement (whether entered into before, at or after the time the Agreement is entered into), the Invoice and these Terms and Conditions confirms the entire understanding and agreement of the Parties in connection with the subject matter of the Agreement and the Customer acknowledges that Allclass has made, and the Customer relies on, no promise, representation or warranty to the Customer that is not set out expressly in the Invoice and these Terms and Conditions. 13.6 The Agreement shall be governed by the laws of the State of Queensland and the Parties submit to the jurisdiction of the courts (and if applicable, small claims tribunal) of Queensland.

SCHEDULE

1. For the purposes of the Terms and Conditions, the following terms have the following meanings: **Allclass Place of Business** unless otherwise agreed, means the place of business of Allclass at which the representative of Allclass, that entered into the Agreement with the Customer, is principally based; **Amount Owing** means all moneys which are now owing and/or due and payable or which may become owing and/or due and payable in the future (whether contingently or otherwise) by the Customer to Allclass for any reason whatsoever, whether alone or jointly with another person, and includes but is not limited to any amounts owing and/or due and payable by the Customer to Allclass under or in connection with the Agreement and/or any other agreement between the Parties; **Carry** means carry, convey, transport and/or otherwise move; **Carry of Goods** means the act of (and incidental to) Carrying the Goods and/or the S&R Goods from a location as agreed by the Parties (the "Origin Location") to another location agreed to by the Parties (the "Destination Location"), in connection with the Agreement, (a) in the case of Goods (other than S&R Installed Goods), following Delivery of Goods; (b) in the case of S&R Installed Goods, at any time during the S&R Holding Period or after Delivery of Goods; and (c) in the case of S&R Goods, at any time before, during or after the S&R Holding Period, and such Carry of Goods shall be deemed to commence when Allclass commences Carrying the Goods and/or S&R Goods, and shall be deemed to be completed (and to be duly performed by Allclass) on the earlier of (and for the avoidance of doubt, whether or not such Goods and/or the S&R Goods (as the case may be) incur or have incurred any Carry of Goods Loss as at such time): (1) at the time the Goods and/or S&R Goods (as the case may be) arrive at, and are unloaded onto or left at, the Destination Location; (2) at the time the Customer or a Delivery Recipient or any of their respective Delivery Agents receive possession or control of the relevant Goods and/or S&R Goods; and (3) if the Customer (or Delivery Recipient) is unable or unwilling to accept the Goods and/or S&R Goods (as the case may be) at the Destination Location, the time which Allclass unloads or leaves the Goods and/or the S&R Goods (as the case may be) at a place adjacent to the Destination Location (which, for the avoidance of doubt, Allclass shall be entitled to do in such circumstances); **Credit Agreement** means any agreement that the Parties have entered into, or may enter into from time to time, subject to and pursuant to which Allclass agrees that the Customer may delay payments of certain specified Amounts Owing under the Agreement; **Customer Instructions** means the written or verbal instructions given to Allclass by the Customer pursuant to which Allclass is to carry out certain S&R under the Agreement, as agreed to by Allclass; **Customer Risk Start Time** in relation to the supply of certain Goods under an Agreement, means the time that is the earlier of: (1) the time of the Delivery of Goods; (2) the time the Goods first leave, or are first outside of, the Allclass Place of Business (or if Delivery of Goods is to be made directly from Allclass's relevant supplier's premises, that supplier's premises) (the "Allclass Premises") on or after the date of the Agreement in relation to such Goods; or (3) if the Goods are S&R Installed Goods, then (if earlier than the circumstances set out in paragraphs (1) and (2) of this definition) the earlier of: (a) the time the S&R Period commences; or (b) the time the Parties agree or Allclass determines that the S&R Installed Goods are required under the Agreement; **Delivery Agent** means a carrier, agent, employee, servant or sub-contractor or similar person appointed or arranged by a Party; **Delivery of Goods** in relation to given Goods to be supplied in connection with the Agreement, means the act of (and incidental to) Allclass delivering the Goods to the Customer in connection with the Agreement and will be deemed to occur (and will be deemed to be duly performed by Allclass) on the earlier of (and for the avoidance of doubt, whether or not such Goods incur or has incurred any Goods Related Loss as at such time): (1) in the case of Goods other than S&R Installed Goods: (a) the time, as determined by Allclass, at which such Goods are put in a position at the Allclass Premises for the intention of being, and from which they are to be Carried away from the Allclass Premises by Allclass or the Delivery Recipient, or any of their respective Delivery Agents, as the case may be, for, or for and on behalf of, the Customer or the Delivery Recipient, as the case may be; (b) the time at which such Goods are received into the possession or control of the Customer or the Delivery Recipient or any of their respective Delivery Agents; or (c) the time at which a Deemed Delivery of Goods Event involving such Goods occurs; and (2) in the case of Goods that are S&R Installed Goods: (a) the time at which Delivery of S&R Goods involving S&R Goods which involves such S&R Installed Goods occurs; (b) the time at which such Goods are received into the possession or control of the Customer or the Delivery Recipient or any of their respective Delivery Agents; or (c) if earlier than paragraph (2)(a) and (b) of this definition, and if such Goods are not actually installed into the relevant S&R Goods at completion of the S&R, the time at which the earlier of paragraph (1)(a) or (1)(c) of this definition would apply if such Goods were not S&R Installed Goods; **Delivery of S&R Goods** in relation to given S&R Goods in connection with the Agreement, means the act of (and incidental to) Allclass delivering the S&R Goods to the Customer in connection with the Agreement and in relation to given S&R Goods, will be deemed to occur (and will be deemed to be duly performed by Allclass) on the earlier of (and for the avoidance of doubt, whether or not such S&R Goods incur or has incurred any S&R Goods Related Loss as at such time): (a) in the case Allclass completes the S&R when the S&R Goods are at the Allclass Place of Business, the time, as determined by Allclass, at which such S&R Goods are put in a position at the Allclass Place of Business for the intention of being, and from which they are to be Carried from the Allclass Place of Business by Allclass or the Delivery Recipient, or any of their respective Delivery Agents, as the case may be, for, or for and on behalf of, the Customer or the Delivery Recipient, as the case may be; (b) in the case Allclass completes the S&R when the S&R Goods are at an Outside Premises, the time at which Allclass notify the Customer that the S&R has been completed, or (c) the time at which a Deemed Delivery of S&R Goods Event involving such S&R Goods occurs; **Delivery Pre-Conditions** in relation to a given time, means the following conditions (without limitation to each other and unless otherwise agreed): (1) subject to any Credit Agreement (if applicable) the Adjusted Purchase Price being received by Allclass in full and in cleared funds by such time; (2) no Event of Default having occurred as at such time; (3) no Force Majeure Event having occurred as at such time; (4) no Goods Related Loss having occurred as at such time; and (5) no S&R Goods Related Loss having occurred as at such time; **Delivery Recipient** means the Customer or such other person as agreed (whom, for the avoidance of doubt, shall be deemed to receive (and be authorised to receive) Goods and/or S&R Goods, as the case may be, as agent for the Customer); **Discharge Conditions** in relation to certain Goods to be supplied in relation to a given Agreement, means the following conditions (without limitation to each other and unless otherwise agreed): (1) the Delivery of Goods relating to those Goods has occurred; (2) the Adjusted Purchase Price relating to that Agreement has been paid by the Customer and received by Allclass in full and in cleared funds; and (3) all Amounts Owing (as at the latter of paragraphs (1) and (2) of this definition occurring) has been paid in full; **Goods** in relation to an Agreement, means certain spare parts, attachments and/or other goods and/or equipment (other than excavators, skid steers, generators, engines, loaders, tractors, mowers and/or other engines and/or engine operated vehicles) which Allclass agrees to supply under and subject to such Agreement, (whether such Goods are specified in a corresponding Order or not) and for the avoidance of doubt, and without limitation to the foregoing, any reference to "Goods" includes any

part of and/or any replacement of such Goods, unless the context requires otherwise; **Goods Price** in relation to any Goods, means Allclass's standard price for the supply of such Goods that is applicable at the time the Goods are to be supplied to the Customer or any other amount as may be agreed between the Parties, such price or amount being exclusive of GST; **GST** means the goods and services tax applicable under Australian taxation law from time to time; **Event of Default** means an event that occurs upon (1) the failure by the Customer to pay any Amounts Owing as and when such amounts become owing and/or due and payable under the Agreement, under any other agreement between the Parties and/or otherwise, and/or the failure by the Customer to perform any other of its duties, obligations and/or undertakings under the Agreement and/or any other agreement between the Parties; (2) without limitation to the foregoing, any breach of any contractual, tortious, statutory or any other duty whatsoever by the Customer; (3) the occurrence of an Insolvency Event; (4) any breach by a guarantor (a "Guarantor") under, or the occurrence of an event of default under, or the termination of, a guarantee relating to any agreement between the Parties or any determination that such guarantee is void, voidable, invalid or unenforceable; and (5) any event that is materially prejudicial to Allclass; **Force Majeure Event** means an event that causes any failure or delay in Allclass's performance under the Agreement due, in whole or part, to any cause, whatsoever and howsoever arising, that is beyond its reasonable control (and includes but is not limited to an event where certain Goods are not available after the Agreement is entered into for any reason whatsoever and any other event that may cause Delivery of Goods, Delivery of S&R Goods and/or performance of S&R to be delayed or completely prevented); **Insolvency Event** means an event where: (a) the Customer, its affiliates and/or a Guarantor (1) suspends payments of its debts; (2) ceases or threatens to cease to carry on all or a material part of its business; (3) is or states that it is unable to pay its debts, or by law is deemed to have done any of the foregoing; or (b) if any action, step or procedure is taken, by the Customer, its affiliates and/or a Guarantor, any court, any director, any shareholder, any creditor and/or any other person in relation to: (1) the winding-up, dissolution, bankruptcy, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer, its affiliates and/or a Guarantor; (2) a composition, compromise, assignment or arrangement with any members or creditors of the Customer, its affiliates and/or a Guarantor; (3) the appointment of a liquidator, official trustee in bankruptcy, receiver, administrative receiver, administrator, or other similar officer in respect of the Customer, its affiliates and/or a Guarantor or any of the Customer's, its affiliates' and/or a Guarantor's assets; (4) the enforcement of any mortgage, charge, lien or any security over any property of the Customer, its affiliates and/or a Guarantor; (5) any distress execution or other legal process in relation to the enforcement or seizure of any of the Customer's, its affiliates' and/or a Guarantor's property and/or (6) any other similar or analogous event; **Outside Premises** means a premises or location other than the Allclass Place of Business; **Parties** means the Customer and/or Allclass, as the context requires; **Privacy Policy** means the Postville Pty Ltd Privacy Policy Version PP-2009-01 with effective date 18 March 2009, unless Allclass notifies otherwise; **Third Party** means a person other than a Party; **Purchase Price** means (a) in relation to the supply of any Goods under an Agreement (whether it is an S&R Agreement or not), the Goods Price relating to such Goods, (b) in relation to the supply of any Services under an Agreement, the Services Price relating to such Service, and (c) in relation to the supply of any Repairs under an Agreement, the Repair Price relating to such Repairs; **Repair** in relation to an Agreement, means a certain type of repair of certain S&R Goods which Allclass agrees to supply under and subject to such Agreement (whether such Repair is specified in a corresponding Order or not) and without limitation to the foregoing, any reference to "Repair" includes any part of such Repair, unless the context requires otherwise; **Repair Price** in relation to a given Repair means the aggregate of, for each Repair Rate applicable to a given Repair: (a) the number of hours incurred by Allclass (or its relevant employee, servant or agent) in carrying out such Repair; multiplied by (b) the Repair Rate (applicable to Allclass or the relevant employee, servant or agents which carried out the relevant Repairs), exclusive of GST; **Repair Rate** in relation to any Repair, means Allclass's standard hourly rate (or standard hourly rates for different levels of Allclass's employees, servant or agents) for Allclass (or its relevant employees, servants or agents) to carry out such Repairs that is applicable at the time of carrying out such Repairs, or any other rate as agreed between the Parties, such rates being exclusive of GST; **Service** means any Services and/or Repairs, as the context requires; **Service** in relation to an Agreement, means a certain type of service of certain S&R Goods which Allclass agrees to supply under and subject to such Agreement (whether such Service is specified in a corresponding Order or not) and without limitation to the foregoing, any reference to "Service" includes any part of such Service, unless the context requires otherwise; **Service Price** in relation to a Service, means Allclass's standard price for carrying out the Service that is applicable at the time of carrying out such Service, or any other amount as may be agreed between the Parties, such price or amount being exclusive of GST; **S&R Agreement** means an Agreement that involves the supply of S&R; **S&R Commencement Date** means the date at which Allclass commences the S&R (which, for the avoidance of doubt, and to the extent applicable, shall include the time at which Allclass collects the S&R Goods from an Outside Premises for the purposes of commencing the S&R); **S&R Goods** means the goods and/or equipment on which certain S&R is or is to be carried out; **S&R Goods Records** means any records relating to S&R Goods; **S&R Holding Period** in relation to certain S&R, means the period commencing on the S&R Commencement Date and ending upon (a) the time at which the Customer or its Delivery Recipient or any of their respective Delivery Agents receive possession of the S&R Goods on or following the Delivery of S&R Goods, provided an Event of Default has not occurred at or prior to such time; or (b) if paragraph (a) of this definition does not apply, then the time at which the S&R Goods Lien is discharged in full, unless Allclass notifies the Customer otherwise; **S&R Installed Goods** means any Goods which are intended to be installed in S&R Goods and/or otherwise supplied in connection with certain S&R; **S&R Period** in relation to certain S&R, means the period commencing on the S&R Commencement Date and ending upon the Delivery of S&R Goods; **Warranty Conditions** means any terms and conditions, express or implied, which contain, among other terms and conditions, certain Warranties relating to certain goods and/or equipment (which, depending on such terms and conditions, may or may not include the Goods) and/or certain service and/or repair (which, depending on such terms and conditions, may or may not include any S&R) of certain goods and/or equipment which a Warranty Provider may agree to provide certain persons from time to time; and **Warranty Provider** means a Third Party that agrees to provide certain Warranties under certain Warranty Conditions in relation to certain goods and/or equipment and/or certain services and/or repair of certain goods and/or equipment. 2. For the purposes of the Agreement: 2.1 if the Customer consists of more than one person, the Agreement binds them jointly and each of them individually; 2.2 if the Customer enters into this Agreement as a trustee of a trust, it shall be bound to this Agreement both personally and in its capacity as trustee of such trust; and 2.3 any agreement, consent, discretion, determination, approval, permission, request, election or similar which Allclass is entitled to make or provide in connection with the Agreement may be made or provided in Allclass's sole discretion.