

CONDITIONS OF SALE OF MACHINERY

1. DEFINITIONS

“**Seller**” is **AJS Machinery** of 1169 Kurmond Road, Kurmond, NSW. 2757.

“**Contract**” means the contract for the sale of the Machine, which comes into effect by the issue of the Invoice by the Seller to the Customer and comprises of these terms and conditions and the Invoice.

“**Customer**” means the person, firm or corporation or other body to whom the Invoice is addressed.

“**Invoice**” means the tax invoice issued by the Seller to the Customer setting out the particulars of the Machine for sale.

“**Machine**” is the machine, plant or equipment, specified in the Invoice, which is the subject of the sale.

“**paragraph**” means clause of the Contract.

“**Price**” is as is defined in paragraph 3.1.

2. TERMS AND CONDITIONS

2.1 The Contract sets out the entire agreement between the parties in relation to the sale of the Machine.

2.2 The Customer warrants that it has the power to enter into this Contract and has attained all necessary authorizations to do so, it is not insolvent and that this Contract creates a legal and binding agreement.

3. TERMS OF PAYMENT

3.1. The Seller agrees to sell to the Customer, and the Customer agrees to pay the Seller the amount stated in the Invoice for the Machine (“**Price**”).

3.2 Any payment by the Customer to the Seller must be made by direct deposit into nominated accounts stated in the Invoice. Machine will not be released to the customer until cleared funds are received by the Seller.

3.3 Unless otherwise stated in the Invoice, the Price does not include any freight or handling costs for delivery of the Machine. Customer shall arrange and pay all freight and handling costs for delivery of the Machine.

4. CONDITION OF MACHINE

4.1 The Customer acknowledges that the Machine is second hand, unless specifically stated otherwise in the Invoice.

4.2 Unless otherwise stated, the Machine has not been assessed or tested by the Seller and before being used by the Customer, it is the sole responsibility of the Customer to ensure an inspection has been carried out by a qualified or competent person.

5 JURISDICTION

5.1 The Contract shall be construed in accordance with the law of the State of New South Wales and the parties accept the non-exclusive jurisdiction of the Courts of that State.

6 LIABILITY

6.1 To the full extent permitted by law, the Customer accepts all defects and faults in the Machine and no warranty or guarantee is given by the Seller as to the quality or suitability of the Machine for any purpose (including merchantability or fitness for purpose) and any implied warranty, statutory (including the Consumer and Competition Act 2010 (Commonwealth)) or otherwise is excluded.

6.2 The Seller shall not be liable for any warranty condition representation or statement concerning the Machine unless this is expressly provided for in writing as being part of this Contract and signed on behalf of the Seller by its authorized officer.

6.3 The Seller shall not be liable to the Customer for any loss, damage, liability or expense of any kind (including any indirect and or consequential loss) suffered or incurred by the Customer arising out of this Contract.

7 PROPERTY RISK AND INSURANCE

7.1 Until payment in full by the Customer to the Seller of the Price stated in the Invoice, the legal and beneficial ownership of the Machine shall remain with the Seller.

7.2 Until such payment referred to in paragraph 7.1 has been made by the Customer, the Seller shall have the right to take possession of the Machine. For the purpose of enabling the Seller to take possession of the Machine, the Seller is hereby irrevocably authorised by the Customer (without further notice to the Customer) to enter the Customer’s premises in which the Machine is stored and the Customer appoints the Seller as the Customer’s agent to enter any premises not owned by the Customer in which the Machine is located.

7.3 The Seller may take possession of and sell to another person the Machine if;

(i) payment is has not been made by the Customer to the Seller in accordance with paragraph 3;

(ii) the Customer enters into any composition assignment or arrangements with creditors; or

(iii) there is appointed under any Act or instrument or by order of any court a manager or an administrator or a trustee or a receiver and manager or a provisional liquidator or a liquidator or an official manager in respect to any part of the Customers undertakings assets or property.

7.4 Notwithstanding paragraph 7.1 the Machine shall be the sole risk of the Customer from the time the Machine is delivered to the Customer or from the time the Machine leaves the Seller’s premises (whichever is the first to occur) even though the title in the Machine may not have passed to the Customer. It shall be the Customers sole obligation to effect any insurance upon the Machine from such time as the Machine is at the Customer’s risk.

8 USE OF GOODS

8.1 The Customer warrants to the Seller that the Machine is not being purchased by the Customer for personal, domestic or household use or consumption.