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Terms and Conditions of Sale

2026/2027 EDITION

ACCESS EQUIPMENT AUSTRALIA PTY LTD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions (**Terms and Conditions of Sale**), unless specified to the contrary, the following words and phrases have the following meanings given to them:

Access means Access Group Australia Pty Ltd (ACN 096 170 071) or any of its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) and/or registered business names as appropriate including (but not limited to): Access Equipment Group Pty Ltd (ACN 131 094 874) and its business names (not limited to the following): Access Express SA; Access Hire South Australia; Access Hire; Access Hire New South Wales; Forklifts Australia Holdings; Access Equipment VIC; Access Equipment WA; Sub Hire Australia VIC; Sub Hire Australia WA; Access Equipment Hire Australia; Access Hire Darwin, Access Express Australia, Access Rentals South Australia, Access Rentals Queensland; Access Rentals New South Wales; Access Rentals Victoria; other related bodies include; Access Rentals Australia Pty Ltd (ACN 226 811 529); Access Hire Kalgoorlie Pty Ltd (ACN 639 267 799); Access Hire Port Hedland (ACN 646 333 397); Tilt Trays Australia Pty Ltd (ACN 101 325 302); Access Indigenous Pty Ltd (ACN 643 507 653); Low Loaders Australia Pty Ltd (ACN 134 989 718) and Access Services Group Pty Ltd (ACN 133 958 906), Generators Australia Pty Ltd (ACN: 114 816 465); Forklifts Australia Pty Ltd (ACN: 159 399 756); Truck & Trailer Rentals Australia Pty Ltd (ACN: 682 016 066).

Agreement means the agreement between Access and the Purchaser set out in these terms and conditions or any other document issued by Access or accepted by Access from the Purchaser and applies to all Products purchased by the Purchaser from Access in Australia.

Consequential Loss means any and all:

a) consequential, special, indirect, exemplary or punitive loss, damage, cost, interest, penalty and/ or expense (whether actual, contingent or prospective) in relation to an event, fact, matter or circumstance; or

b) loss of profits, loss of revenue, loss of goodwill, loss of opportunity and loss of savings, even if such loss could reasonably be considered to arise naturally from an event, fact, matter or circumstance,

whether arising in contract, tort (including negligence), equity or under statute.

Personnel means, in relation to a party, the party's officers, officeholders, employees, agents and subcontractors.

Product means the goods or products supplied or sold by Access to the Purchaser form time to time.

Product Service means maintenance and servicing of the Product as may be required from time to time under a law, policy, standard or industry practice in Australia.

Purchaser means the purchaser of Products from Access pursuant to these Terms and Conditions of Sale.

Interpretation

1.2 In the interpretation of these Terms and Conditions of Sale, the following provisions apply unless the context otherwise requires:

1.1.1 words importing the singular include the plural and vice versa;

1.1.2 words importing any gender includes both genders;

1.1.3 a reference to any matter or thing includes the whole and each part of it separately;

1.1.4 where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

1.1.5 a reference to a natural person includes a Supplier or other corporate body and vice versa;

1.1.6 a reference to any legislation, regulation, code or local law includes any modification, re-enactment or substitution of it;

1.1.7 the obligations imposed by these Terms and Conditions of Sale on or in favour of a party who is a natural person extends to his heirs, executors, administrators and assigns;

1.1.8 the obligations imposed by these Terms and Conditions of Sale on or in favour of a party which is a Purchaser or other corporate body includes its successors and assigns;

1.1.9 use of the word "including" is to be read and construed without limitation;

2. PAYMENT AND DELIVERY

2.1 By accepting a Product from Access, the Purchaser agrees to be bound by the terms in this Agreement and the Purchaser agrees that the terms of these Terms and Conditions of Sale shall prevail, notwithstanding any inconsistency, conflict or ambiguity, in any terms and conditions of the Purchaser, to the fullest extent permitted by law.

2.2 When the Purchaser purchases a Product from Access, Access will charge the Purchaser and the Purchaser agrees to pay:

2.2.1 the purchase price for each Product ordered; and

2.2.2 any delivery fee(s), which will be disclosed to the Purchaser at the time the order is placed; and

2.2.3 any administration fees, which will be disclosed to the Purchaser at the time the order is placed.

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2.3 All prices, delivery fees and administration fees are in Australian dollars, and exclude any applicable GST.

2.4 No deliveries will be made while payment is outstanding, and Access will retain all legal end equitable title over the Product until it has received payment for the Product in full.

3. INSPECTION AND PRODUCT SERVICE

3.1 The Purchaser acknowledges that it has been afforded the opportunity to inspect the Product, including the opportunity to have a suitably qualified person inspect the Product.

3.2 The Purchaser acknowledges that Access and its Personnel have not made any representations, and the Purchaser has not relied upon any representations by Access or its Personnel, as to the quality or condition of the Product, its compliance with any relevant laws, standards, Product Services or the suitability of the Product for any purpose.

3.3 Unless otherwise agreed to in writing by Access, where a Product Service is required in respect of the Product (whether in the past, present or future), the Purchaser shall be responsible for ensuring that the Product meets the Product Service requirements at its own cost including, but not limited to, the 10 and 15 year major inspections and servicing of the Product (where applicable).

4. TITLE AND RISK

4.1 To the greatest extent permitted by law, any and all risk in a Product passes to the Purchaser upon delivery of the Product and acceptance of a Product will be deemed to be upon inspection of them by the Purchaser and in any event within 1 day after delivery.

4.2 If the Purchaser does not pay Access any amount owing on time or otherwise defaults on any of its obligations under these Terms and Conditions of Sale, Access is entitled to claim any administrative, mercantile collection agent and legal costs (on a full indemnity basis) arising from enforcing these Terms and Conditions of Sale and collecting the outstanding payment(s) from the Purchaser.

4.3 The Purchaser agrees that it is responsible to ensure that the Products purchased from Access conform to the Purchaser's requirements and are suitable and sufficient for the Purchaser's purpose.

4.4 If a Purchaser identifies any damage to a Product, it must inform Access in writing within 7 days of delivery, providing details of the damage.

4.5 Other than by agreement, Access will only accept returned Products if it is satisfied that those Products are defective and if required, has carried out an inspection.

4.6 Subject to the Purchaser's compliance with this clause and/or Access' agreement, the Purchaser may return the Products and Access will, as appropriate, repair, or replace, or refund the Products or part of them.

4.7 The Purchaser bears the risk and cost of returning a Product.

5. LIMITATION OF LIABILITY

5.1 To the fullest extent permitted by law:

5.1.1 Access shall not be liable for any loss or damage incurred by the Purchaser or any third party, including any damage to property, or for any loss or damage caused by your negligence or the negligence of any third party acting on your behalf, or for any Consequential Loss;

5.1.2 except as set out in these Terms and Conditions of Sale, or as imposed by law, no other term, condition, warranty, representation and/or understanding whether express or implied is given by, or on behalf of Access, in respect of any Products purchased by the Purchaser;

5.1.3 the Purchaser shall rely on its own knowledge and expertise when purchasing a Product from Access for any purpose, and any advice or assistance provided by Access shall be accepted at the Purchaser's own risk and shall not be deemed to have been given as expert or adviser;

5.1.4 Access shall have no liability for, and will not accept any claims for any Product if:

5.1.4.1 the Purchaser fails to provide the notice set out at clause 4.4 above; and/or

5.1.4.2 the Purchaser makes any further use of such Products after giving notice under clause 4.4 above; and/or

5.1.4.3 the defect arises because the Purchaser did not follow Access' oral or written instructions about the storage, commissioning, installation, use and maintenance of the Products; and/or

5.1.4.4 the defect arises from normal wear and tear of the Products; and/or

5.1.4.5 the defect arises from misuse or alteration of the Products, negligence, wilful damage or any other act by Purchaser, Purchaser's employees or agents or any third parties; and/or

5.1.4.6 after deliver, the Product is not in the condition it was delivered; and/or

5.1.4.7 the Product has been used in a manner in which it was not designed;

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5.1.5 the Purchaser acknowledges and agrees that any second hand or used Product sold by Access is expressly purchased and sold "as is", "where is" and "with all faults" and Access makes no representations or warranties, either express or implied, as to the condition of such Products;

5.1.6 Access shall not be liable under these Terms and Conditions of Sale in respect of any Products to the extent that any third-party manufacturer is liable under a manufacturer's warranty for such Products (the benefit of which Access will, to the extent possible, extend to the Purchaser);

5.1.7 Access shall not be liable nor responsible for any failure to comply with any of the Purchaser's requirements or any other person which are not precisely and accurately communicated in writing directly to Access and accepted in writing by Access prior to delivery of a Product, and

5.1.8 where the Purchaser has elected not to engage Access to perform Product Services on the product (whether to bring the Product up to past, present or future Product Service requirements), Access shall not be liable nor responsible for any failure of the Purchaser or the Product to comply with any Product Service requirements.

5.2 A warranty in excess of any statutory warranty may be available at an additional cost for second hand or used Products sold by Access on terms agreed in writing on a case by case basis between Access and the Purchaser upon sale.

6. INSURANCE AND INDEMNITIES

6.1 The Purchaser acknowledges that obtaining proper and necessary licences and insurances may be required by law in connection with the Products sold by Access and such licences and insurances are the sole responsibility of the Purchaser, at its own cost and expense.

7. COMPETITION AND CONSUMER ACT

7.1 Where the provisions of the *Competition and Consumer Act 2010* (Cth) (**CCA**) apply, these Terms and Conditions of Sale will be read subject to the application of the CCA and in the case of any conflict with these Terms and Conditions of Sale, the provisions of the CCA will apply. Nothing in these terms and conditions is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.

7.2 The Purchaser agrees that if it buys any Product from Access for the purposes of re-supply, manufacture or repair of other goods, the CCA will not apply to such supply by Access, to the fullest extent permitted by law.

7.3 If the Purchaser sells any Products it purchases from Access, it agrees that it will not make any representations in relation to the Products which are not:

7.3.1 contained in any materials supplied by Access;

7.3.2 set out in any applicable manufacturer's warranty; or

7.3.3 approved in writing by Access.

7.4 If the Purchaser on sells any Product it purchases from Access to consumers who purchase them for the purposes of resupply, manufacture or repair of other goods, the Purchaser agrees to contract out of the CCA in writing with those consumers, to the fullest extent permitted by law.

8. GENERAL

8.1 The provisions of this Agreement comprise the entire agreement between the parties and supersede all prior agreements and understanding between the parties in relation to the subject matter of this Agreement.

8.2 If any provision of this Agreement or its application to any person or circumstance is or becomes invalid or unenforceable the remaining provisions of this Agreement shall continue in full force and effect to the fullest extent permitted by law.

8.3 No party may waive or vary any provision of or right created by this Agreement except in writing signed by the party or parties to be bound.

8.4 Access may exercise a right, power or remedy at its discretion separately or concurrently with any other right, power or remedy.

8.5 An exercise of any right, power or remedy does not prevent a further exercise of a power right or remedy and a failure to exercise or a delay in exercising any power right or remedy does not prevent its exercise.

8.6 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected.

8.7 This Agreement is governed and construed in accordance with the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

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