

Equip Hire - Sale Terms and Conditions (new machinery)

Access | Forklifts | Telehandlers | KL&S Enterprises Pty Ltd t/as Equip Hire | ABN 21 676 209 395

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Wording	Approved Equip Hire wording
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This is a blank copy to read before you hire. When you hire, Equip Hire sends you the copy to sign with your details filled in.

These Sale Terms apply to the sale of the Machine by Equip Hire to the Customer. By accepting the Equip Hire quote, issuing a purchase order, paying any amount, or taking delivery of the Machine, the Customer agrees to be bound by them. They are business-to-business terms, but the Customer's non-excludable rights under the Australian Consumer Law are preserved in full (clause 19).

1 Definitions

Equip Hire, Supplier, Seller, we, us means KL&S Enterprises Pty Ltd (ABN 21 676 209 395) trading as Equip Hire, of 770-776 Richmond Road, Berkshire Park 2765 NSW.

Customer, Buyer, you means the entity named in the Equip Hire quote, sales order, tax invoice or this document, and any person who orders, pays for, takes delivery of or uses the Machine on its behalf.

Machine means the new LGMG SC0610EL-2 tracked scissor lift (and any included accessories, batteries, chargers, manuals and telematics connector) described in the Equip Hire quote, sales order or tax invoice.

Limited Warranty Support means the limited, parts-only support that Equip Hire provides to the Customer for 2 years from delivery, on the terms in clauses 10 to 18. It is provided by KL&S Enterprises Pty Ltd trading as Equip Hire and is subject to these Sale Terms.

Upstream Supplier means Equip Hire's own supplier of the Machine. The Customer has no contract with, and acquires no direct or transferable right against, the Upstream Supplier under these Sale Terms.

ACL means the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

Sale Documents means these Sale Terms with the Equip Hire quote, sales order and tax invoice for the Machine, and the signed Customer Acknowledgement. If there is any inconsistency, these Sale Terms govern the legal terms and the invoice governs the commercial details (price, GST, delivery).

2 Supplier & Seller, Not the Manufacturer

- 2.1 The Customer's contract for the Machine is with KL&S Enterprises Pty Ltd trading as Equip Hire, as Supplier and Seller.
- 2.2 Equip Hire is not the manufacturer of the Machine.

3 No Direct or Transferable Upstream Warranty

The Customer does not receive, and is not entitled to rely on, any direct or transferable manufacturer or supplier warranty from Equip Hire, unless the relevant supplier separately confirms a warranty in writing directly to the Customer. Equip Hire's only warranty obligations to the Customer are: (a) the Equip Hire Limited Warranty Support in these Sale Terms; and (b) any guarantee, right or remedy under the ACL or other law that cannot lawfully be excluded.

- 3.1 Equip Hire may receive parts, technical or warranty support from its Upstream Supplier. Any such support is between Equip Hire and its Upstream Supplier only, does not form part of this contract, and does not create any direct right for the Customer against that supplier.

- 3.2** To the maximum extent permitted by law, Equip Hire gives no other warranty, express or implied, beyond the Limited Warranty Support and the non-excludable rights referred to above.

4 Acceptance, How This Sale Becomes Binding

- 4.1** The Customer accepts these Sale Terms and is bound by them if it does any of the following: accepts an Equip Hire quote; signs the Customer Acknowledgement; issues a purchase order; pays a deposit or any part of the price; or takes delivery of, collects or uses the Machine.
- 4.2** A person who signs, accepts, orders, pays for or takes delivery of the Machine on behalf of a Customer warrants that they are authorised to bind that Customer. A person acting without authority may be personally liable.

5 Variations & Extra Promises

- 5.1** No variation, side agreement, extra promise, verbal statement, warranty promise, travel promise, free-service promise, extended warranty, discount or allowance is binding on Equip Hire unless it is confirmed in writing by Equip Hire.
- 5.2** The Customer must not rely on any verbal statement, sales discussion, brochure, specification sheet or representation that Equip Hire has not confirmed in writing. The Sale Documents are the entire agreement for the sale of the Machine.

6 Price & Payment

- 6.1** The price for the Machine, GST and any delivery or freight charges are as set out in the Equip Hire quote, sales order or tax invoice. All prices are in Australian dollars and, unless stated otherwise, are exclusive of GST.
- 6.2** Payment is due on the terms stated in the Equip Hire invoice. Unless Equip Hire agrees otherwise in writing, the Machine need not be released or delivered until payment (or any agreed deposit) is received, and title to the Machine does not pass until Equip Hire has been paid in full in cleared funds.
- 6.3** The Customer must pay without deduction, set-off or withholding. Overdue amounts may incur interest and the Customer must pay Equip Hire's reasonable costs of recovery.

7 Estimated Delivery Dates Only

- 7.1** Any delivery or availability date is an estimate only and time for delivery is not of the essence.
- 7.2** To the extent permitted by law, Equip Hire is not liable for any loss arising from delay caused by shipping, sea or road freight, customs, port handling, the Upstream Supplier, carriers or any other matter outside Equip Hire's reasonable control. A delay does not entitle the Customer to cancel or to claim damages, except where the law provides otherwise.

8 Delivery, Pick-Up, Risk & Insurance

- 8.1** Risk in the Machine passes to the Customer on the earlier of: delivery to the Customer or the Customer's site; collection or pick-up by the Customer; or handover to a carrier, freight company or transport provider engaged by or for the Customer.
- 8.2** The Customer is responsible for insuring the Machine from the time risk passes. Where delivery is to a carrier, the carrier is deemed to be the Customer's agent, and any claim for loss, damage or delay in transit is between the Customer and the carrier.

9 Inspection on Pick-Up or Delivery

The Customer must inspect the Machine immediately on pick-up or delivery. Visible damage, missing items or obvious issues must be noted on the delivery docket and reported to Equip Hire in writing within 48 hours.

- 9.1** If the Customer does not report within 48 hours, then to the extent permitted by law the Machine is taken to have been delivered in good order and accepted. This does not affect issues that could not reasonably have been found on inspection, or any non-excludable ACL right.

- 9.2** This is a sale of a new machine, and change-of-mind returns are not accepted. This does not limit ACL rights for a failure of a consumer guarantee.
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10 Equip Hire Limited Warranty Support

- 10.1** Equip Hire provides Limited Warranty Support to the Customer for a period of 2 years from the date of delivery of the Machine, on the terms set out in these Sale Terms. Support is provided by KL&S Enterprises Pty Ltd trading as Equip Hire, and is subject to these Sale Terms.
- 10.2** Limited Warranty Support is limited to the supply of warranty-approved replacement parts for genuine manufacturing or material defects in the Machine (parts only support).
- 10.3** Parts are supplied only where Equip Hire accepts the issue as a valid warranty issue, or where required by law. Equip Hire assesses each issue and decides, acting reasonably, whether it is a valid warranty issue.

11 Costs Not Included

To the maximum extent permitted by law, the following are not included in Limited Warranty Support and are not payable by Equip Hire: labour, travel, call-out fees, accommodation, freight, diagnosis fees, third-party contractor costs and local technician costs. These are excluded unless Equip Hire approves them in writing before they are incurred, or unless required by law.

12 Non-Approved Costs Payable Upfront

- 12.1** The Customer must pay upfront for any attendance, diagnosis, travel, labour, freight, call-out or contractor cost that Equip Hire has not approved in writing, before that work is arranged, unless Equip Hire agrees otherwise in writing.

13 If the Fault Is Not a Valid Warranty Issue

- 13.1** If a fault is found not to be a valid warranty issue (for example, it is caused by an excluded matter under clause 17), the Customer must pay all related costs, including attendance, diagnosis, travel, call-out, accommodation, freight, labour, parts and any third-party contractor charges.
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14 Assistance Does Not Expand Liability

- 14.1** As a courtesy, Equip Hire may assist the Customer by providing remote troubleshooting, arranging parts, communicating with its Upstream Supplier, or coordinating a local contractor where applicable. Any such assistance is provided as a goodwill measure only, does not expand Equip Hire's obligations or liability under this contract, and remains subject to these Sale Terms.

15 Local Contractors Are Independent

- 15.1** Any local contractor that Equip Hire recommends or helps to arrange is an independent third party, is not Equip Hire's agent, and Equip Hire is not responsible for that contractor's work, costs or conduct, unless Equip Hire has expressly engaged and agreed to pay that contractor in writing.

16 No Guarantee of Approval, Availability or Outcome

- 16.1** Equip Hire does not guarantee Upstream Supplier approval, claim approval, response time, parts availability, technician availability or any particular outcome. Limited Warranty Support depends on matters that are partly outside Equip Hire's control.

17 What Limited Warranty Support Does Not Cover

To the extent permitted by law, Limited Warranty Support does not cover: misuse, abuse or overloading; unauthorised modification or repair; accident or impact damage; water or flood damage; transport damage occurring after risk has passed; flat or damaged batteries caused by improper charging, discharge or storage; poor maintenance or failure to service; normal wear and tear; consumables (including tyres, tracks, filters, fluids, seals and fuses); and any operation outside the manufacturer's instructions, ratings or operating limits.

- 17.1** A fault caused by any excluded matter above is not a valid warranty issue, and any attendance, diagnosis, parts or labour relating to it is payable by the Customer (clause 13).

18 Information Required Before Support

- 18.1** Before any attendance, part supply or support is arranged, the Customer must provide: photos, videos, fault codes, the serial number, service history, maintenance records, proof of servicing and diagnostic reports, and must cooperate with remote troubleshooting. Equip Hire need not arrange any support until this information is provided.

19 Australian Consumer Law, Rights That Cannot Be Excluded

Nothing in these Sale Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy that the Customer has under the ACL or any other law and that cannot lawfully be excluded, restricted or modified. Where such a right applies, these Sale Terms are read subject to it, and any term that would otherwise contravene the ACL applies only to the extent it is lawful. The Limited Warranty Support is in addition to, and does not limit, any non-excludable ACL right.

- 19.1** If the Customer is a "consumer" under the ACL, the Customer may be entitled to a repair, replacement, refund and/or compensation for a failure of a consumer guarantee, and to compensation for reasonably foreseeable loss. These rights apply in addition to the Limited Warranty Support.

20 No Guarantee of Uninterrupted Operation

- 20.1** Equip Hire does not guarantee that the Machine will operate without interruption or be free of faults at all times. The Customer acknowledges that machinery may require parts, servicing and periods of downtime.

21 Limitation of Liability, To the Maximum Extent Permitted by Law

- 21.1** To the maximum extent permitted by law, Equip Hire's total liability arising out of or in connection with the Machine or these Sale Terms (whether in contract, tort, under statute or otherwise) is limited, at Equip Hire's option, to any one or more of: replacing the Machine or supplying an equivalent machine; repairing the Machine; or paying the cost of replacing, acquiring an equivalent of, or repairing the Machine.
- 21.2** This limitation does not apply to liability under a consumer guarantee or other right that cannot lawfully be limited (clause 19). Equip Hire's liability is also reduced to the extent any loss is caused or contributed to by the Customer or those for whom it is responsible.

22 Exclusion of Consequential & Indirect Loss

To the maximum extent permitted by law, Equip Hire is not liable for: downtime; lost income or profits; replacement hire or replacement machine costs; project or site delays; liquidated damages; loss of opportunity; business interruption; penalties or fines; or any consequential or indirect loss, however arising and whether from a defect, delay, breakdown or any other cause connected with the Machine. The Customer acknowledges this allocation of risk is reflected in the price. This clause does not exclude liability that cannot lawfully be excluded under the ACL.

23 Customer Responsibilities

- 23.1** From delivery, the Customer is solely responsible for: operator training, licences, tickets and competency; WHS compliance; site suitability and ground conditions; daily pre-start checks; servicing, maintenance, charging, battery care and storage in line with the manufacturer's instructions; safe operation of the Machine; and reading and following all manuals, operating instructions and safety decals.

24 Telematics & Tracking

- 24.1** The Machine is telematics-ready and may have a telematics or tracking device fitted. The Customer consents to the collection, transmission and use of operational data (such as usage, location, performance, fault and reliability data) by Equip Hire and relevant third-party providers for diagnostics, safety, servicing, warranty support and machine-performance purposes, in line with the relevant provider's terms and privacy policy. The Customer must obtain equivalent consent from its own operators and end users.

25 Title & Security Interest

- 25.1** Title to the Machine remains with Equip Hire until the price is paid in full in cleared funds. Until then, the Customer holds the Machine as bailee, must keep it identifiable and insured, and must not sell, encumber or part with possession of it. These terms create a security interest under the Personal Property Securities Act 2009 (Cth) which Equip Hire may register.

26 Governing Law

- 26.1** These Sale Terms are governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

27 Electronic Acceptance & Signing

- 27.1** The Sale Documents may be signed, accepted, issued or communicated electronically. Electronic signatures, email or SMS acceptance, a purchase order, payment, or taking delivery may be relied on as evidence of acceptance, to the extent permitted by the Electronic Transactions Act 2000 (NSW).

28 General

- 28.1** Consistent with clause 5, any extra promise or variation is binding on Equip Hire only if confirmed in writing by Equip Hire. If any term is unenforceable it is severed and the remainder continues. A failure to enforce a term is not a waiver. The Sale Documents are the entire agreement for the sale of the Machine.

29 Execution

Signature: on the details and signature page at the end of this document.

By ticking the single box below and signing, I confirm I have read, understood and accept the Equip Hire Sale Terms & Conditions (Form EH-SALE-01) and the acknowledgements below for the purchase of the new LGMG SC0610EL-2 tracked scissor lift.

By ticking the single box at the end of this list, I confirm I have read, understood and accept all 13 acknowledgements below:

- My contract for the Machine is with KL&S Enterprises Pty Ltd trading as Equip Hire, and this is a business-to-business sale.
- Equip Hire is the Supplier and Seller, and is not the manufacturer.
- I do not receive a direct or transferable manufacturer or supplier warranty from Equip Hire, unless the relevant supplier confirms one in writing directly to me.
- Equip Hire's only warranty obligation is the Limited Warranty Support in these Sale Terms, plus any rights under the ACL that cannot be excluded.
- Limited Warranty Support runs for 2 years from delivery and is parts only, limited to warranty-approved replacement parts for genuine manufacturing or material defects.
- Parts are supplied only where Equip Hire accepts a valid warranty issue, or where required by law.
- Labour, travel, call-out, accommodation, freight, diagnosis fees, third-party contractor and technician costs are not included unless approved in writing before they are incurred, or required by law.

- I must pay upfront for non-approved attendance, diagnosis, travel, labour, freight, call-out or contractor costs, and if a fault is not a valid warranty issue I pay all related costs.
- Equip Hire's help with troubleshooting, parts, supplier communication or coordinating a contractor is goodwill only and does not expand its liability; any local contractor is an independent third party unless Equip Hire engages and pays it in writing.
- Equip Hire does not guarantee uninterrupted operation, supplier or claim approval, response time, parts or technician availability, or any outcome.
- Risk passes to me on pick-up, delivery or handover to my carrier; I am responsible for insurance from then; I must inspect immediately and report visible damage, missing items or obvious issues in writing within 48 hours; and delivery dates are estimates only.
- I am responsible for operator training, licences, tickets, competency, WHS, site suitability, ground conditions, pre-start checks, servicing, maintenance, charging, battery care, storage, safe operation, manuals and decals; and Limited Warranty Support excludes misuse, overloading, modification, accident, water or transport damage, flat batteries, poor maintenance, wear and tear and consumables.
- Nothing in these terms removes my rights under the Australian Consumer Law that cannot be excluded.

Signature: on the details and signature page at the end of this document.

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Here is the short version of the support Equip Hire provides on your new machine. Support is provided by KL&S Enterprises Pty Ltd trading as Equip Hire and is subject to these Sale Terms. This summary is a guide. The full Sale Terms & Conditions (Form EH-SALE-01) apply, and your rights under the Australian Consumer Law always apply on top of this.

- Warranty-approved replacement parts for genuine manufacturing or material defects, for 2 years, where Equip Hire accepts a valid warranty issue.
- Remote troubleshooting help.
- Goodwill help arranging parts and coordinating a local contractor where applicable.
- Travel and call-out to your site.
- Labour, unless approved in writing by Equip Hire first.
- Accommodation, freight, diagnosis fees, third-party contractor and technician costs.
- Misuse, overloading, modification, accident, water or transport damage, flat batteries, poor maintenance, wear & tear, consumables (tyres, tracks, filters, fluids, seals, fuses).

*Parts only unless Equip Hire approves otherwise in writing. Labour, travel, call-out, accommodation, freight, diagnosis and contractor costs are excluded unless approved in writing by Equip Hire before they are incurred, or required by law.

Q Common Questions

Call Equip Hire on 0472 721 234 or email hire@equiphire.com.au with your machine serial number and a description (photos and video help). We will get you moving as quickly as we can.

Details and signature

Full name of the person buying _____

Your position or capacity _____

Purchasing business or entity name _____

ABN _____

Delivery address for the machine _____

Site contact on delivery day _____

Site contact number _____

Email for the signed copy _____

Signature

Full name _____

Position or capacity _____

Date _____