

STG SALES AND WARRANTY TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions, a reference to the following words has the meaning set out adjacent to them, unless the context in which the words are used requires otherwise:

- (a) **Customer** means the individual or entity engaging STG's services.
- (b) **Due Date** means the date payment falls due.
- (c) **Factory** means the factory located at 49 Motorway Circuit Ormeau 4208.
- (d) **Goods** means trucks, modules, parts and any other tangible items for sale in the ordinary course of STG's business.
- (e) **Services** means the provision of quotations, the sale of Goods or the fulfilment of orders by STG in the ordinary course of its business, including, but not limited to Service and Parts Supply.
- (f) **STG** means STG Sales Pty Ltd ACN 623 621 732, STG Spare Parts Pty Ltd ACN 628 597 295 and STG Service Pty Ltd ACN 624 092 888 of 49 Motorway Circuit, Ormeau Queensland 4208.

2. ACCEPTANCE

- (a) All Services provided by STG are subject to the following Terms and Conditions.
- (b) By engaging STG's Services, the Customer is deemed to have accepted these Terms and Conditions.

3. INTERPRETATION

In these Terms and Conditions, unless the contrary intention appears:

- (a) A reference to these Terms and Conditions or another instrument includes any variation or replacement of either of them;
- (b) Words denoting the singular include the plural and vice versa;
- (c) Words denoting individuals or persons included bodies corporate and trusts and vice versa;
- (d) Headings are for convenience only and shall not affect interpretation;
- (e) Words denoting any gender include all genders; and
- (f) Where any word or phrase is given a defined meaning in the Terms and Conditions, any part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.

4. TERMS OF PAYMENT

- (a) Unless otherwise agreed in writing, the Customer must pay the full amount as indicated on the invoice by the Due Date.
- (b) Unless otherwise agreed in writing, Goods will not be delivered to the Customer until payment is received from the Customer.
- (c) Payment by Customers to whom STG has extended credit for Goods delivered, is due no later than the Due Date offered by STG at the time of their credit application.

- (d) If the customer fails to make payment by the Due Date, all amounts owing by the Customer to STG shall be due and payable and shall bear interest at the rate of 12% per annum calculated on and adjusted daily from the due date.
- (e) STG's pricing structure, payment methods, payment processes and these Terms and Conditions may be amended at any given time at its reasonable discretion. All other changes will apply from the date that the amended or new Terms and Conditions are posted on STG's website or are provided to the Customer, whichever is earlier.

5. CREDIT REPORTING

The Customer irrevocably authorises STG, its employees and its agents to make such inquiries as STG deems necessary to investigate the credit-worthiness of the Customer at any time including but not limited to the making of enquires of persons nominated as trade referees, the bankers of the Customer or any other credit providers and the Customer hereby authorises these sources to disclose to STG information concerning the Customer that is requested by STG.

6. PRICE EXCLUSIONS

Quoted prices or any offer by STG excludes:

- (a) Any Government or statutory charges, including but not limited to sales tax, stamp duty, any other duties, taxes or imports and insurance, all of which shall be invoiced to and payable by the Customer;
- (b) Any registration costs of which shall be invoiced to and payable by the Customer; and

- (c) Any modifications or changes to STG's standard method of packing or packaging, details of which are available on request.

7. VALIDITY OF QUOTATIONS AND OFFERS

- (a) All quotations or offers are valid for a period of thirty days from the day of such quotation or offer and will automatically lapse at the end of such period.
- (b) If accepted within the validity period, the price quoted may be considered firm for the delivery time, subject to adjustment for exchange rate variation and increases in Government and statutory charges.

8. GOODS AND SERVICES TAX

- (a) All prices included in price lists and quoted are exclusive of Goods and Services Tax (GST).
- (b) GST at the rate specified by the Australian Government will be applied to all STG products and Services.
- (c) The GST amount will appear as a separate line on the STG invoice.

9. DELIVERY

- (a) All prices quoted or invoiced to the Customer are determined ex-Factory.
- (b) The Goods are at the risk of the Customer once they have been dispatched from the Factory. STG does not bear any liability or responsibility for damage to the

Goods after their dispatch from the Factory.

- (c) Any delivery date quoted is approximate only and STG shall not be held liable for any loss or damage whatsoever caused directly or indirectly by any delay or failure to deliver on any designated delivery date.

10. EX-STOCK ITEMS

All Goods quoted ex-stock are subject to availability and prior sale. STG will notify the Customer as soon as it is practicable to do so if any order cannot be supplied.

11. PASSING OF PROPERTY

- (a) The Customer shall hold possession of the Goods purchased from STG as its bailee only, until STG receives full payment for all Goods ordered by the Customer. Title and property in the Goods shall not pass to the Customer until full payment for all Goods ordered by the Customer is received by STG and in the case of payment by cheque, until it has been honoured. During such period of bailment, the Customer shall take reasonable care of the Goods and shall maintain insurance of the Goods for their full insurable value until STG has received full payment for the Goods.
- (b) The Customer shall maintain records of the Goods which belong to STG and identify them to STG on demand.
- (c) If the Customer: fails to make all payments when due, becomes subject to bankruptcy laws, enters into any scheme of arrangement

with his or its creditors, or enters into liquidation or suffers a receiver or manager or mortgagee in possession to be appointed for all or part of his or its assets, STG shall have the right, without prejudice, to any other lawful remedies to repossess the Goods without prior notice and to enter any premises for the purpose of such repossession and/or to insist that the Customer pay all proceeds of sale, disposition or insurance of Goods belonging to STG into a separate trust bank account in the name of STG.

12. RETURNS

The Customer shall have no right to return any Goods purchased from STG unless there is specific written acceptance from STG of a variation of these Terms and Conditions to that effect. If such a variation is granted, the Customer is deemed to have accepted:

- (a) That the Customer bears the cost of any freight related to the Goods in question for both delivery and return;
- (b) That STG will not credit Goods if they are not in an as new saleable condition;
- (c) That STG reserves the right to charge a handling fee of 10% of the price of the Goods accepted for return;
- (d) That Goods specifically purchased, manufactured, machined or cut to the customers specification are not returnable under any circumstances; and
- (e) That Goods returned for credit will be subject to test and evaluation by

the service section of STG, with the amount of credit, if any, subject to STG's assessment and recommendation.

13. CLAIM FOR DEFECTS

STG will not recognise a claim for defects in the Goods sold or supplied by by STG unless the Customer provides STG with written notice of the claim no later than seven (7) days from the date of delivery of the Goods.

14. CANCELLATION

- (a) STG will accept cancellation of an order if cancellation is received in writing prior to the dispatch of Goods.
- (b) A cancellation fee amounting to 10% of the order value may be charged at STG's discretion on standard inventory Goods.
- (c) The cancellation of non-standard items, manufactured to special requirements, will not be accepted.

15. GUARANTEES

- (a) STG's Goods, where acquired as a 'consumer' within the scope of the *Australian Consumer Law*, come with guarantees that cannot be excluded.
- (b) Where the *Australian Consumer Law* applies:
 - (i) Customers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage;
 - (ii) Customers are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure

does not amount to a major failure; and

- (iii) The warranty articulated in Clause 16 gives benefits that are additional to other rights and remedies under laws in relation to the Goods to which the warranty relates.

- (c) Where STG's Goods are not acquired as a 'consumer', such guarantees do not apply.

16. WARRANTY

1. Warranty Period

- (a) STG's warranty covers defects identified and reported to STG within 12 months from the date of purchase of the Goods, excluding:
 - (a) Hydraulics, which are subject to a 6-month warranty period only.

2. Warranty Application

- (a) This warranty applies to defects resulting from defective parts, materials or manufacturing.
- (b) During the warranty period, the warranty is transferable to subsequent owners of the STG Goods, as identified on any relevant statutory registers recording ownership of the Goods, provided STG is notified in writing of the transfer of ownership within 7 days of the date of the transfer.
- (c) In respect of certain Goods, applicable statutes may imply warranties or impose liabilities on STG in favour of the Customer which are not and cannot be excluded. The provisions of this

clause must be read and construed subject to any such statutory provisions.

- (d) STG's warranty is a 'back to base warranty' and STG may, as its absolute discretion, provide the warranty work on the Customer's premises. Otherwise, the machines are required to be transported back to base at the Customers expense.

3. Procedure for Making a Claim

To make a claim under STG's warranty, you must take the following steps:

- (a) Contact STG to arrange a time for inspection; and
- (b) Take your Goods to STG, providing the following information at the time of making the claim:
 - (i) Your name, address and telephone number;
 - (ii) Either: service records on the machine every 250 hours from an Authorised STG Service Repairer; or evidence including receipts of all work, scheduled maintenance and service work performed on your Goods by persons other than an Authorised STG Service Repairer; and
 - (iii) The nature of your claim and all material details related to your claim.

4. Responsibilities of the Customer

- (a) The Customer is responsible for properly operating and maintaining the Goods in accordance with any

instructions provided verbally or in written form.

- (b) The Customer must retain evidence that proper maintenance has been performed by an Authorised STG Service Repairer for warranty protection.

- (c) Failure to perform these tasks may void this warranty.

- (d) Maintenance services should be performed at more frequent intervals if the Goods are subject to severe conditions such as operation in extremely dusty or low/high temperature areas, or on short runs which prevent the Goods from reaching normal operating temperatures.

- (e) Maintenance services must be performed by an expert repairer, being an Authorised STG Service Repairer. This warranty will not apply to Goods that are not serviced by the Authorised STG Service Repairer.

5. Exclusions

STG's warranty does not cover:

- (a) Damage or corrosion due to misuse, accidents or alterations:

- (i) Misuse of the Goods, including driving over curbs, over-loading, racing, or any other activities inconsistent with the proper usage as described verbally or in writing;

- (ii) Use of the Goods for competition racing or related purposes;

- (iii) Accidents, including collision, fire, theft and riot;
 - (iv) Where the Goods, or vehicle in which the Goods are installed, has been declared by an insurance company as a “total loss” or “written off”;
 - (v) Alterations to the Goods including modification and tampering;
 - (vi) Repairs performed or replacement parts installed by any person other than an Authorised STG Service Repairer;
 - (vii) A replacement part or accessory not conforming to STG’s specifications; and
 - (viii) Damage to the Goods caused by any other circumstances outside STG’s reasonable control.
- (b) Damage or surface corrosion from the environment, including, but not limited to:
- (i) Environmental conditions including acid rain, airborne fallout (including chemicals, tree sap, etc), stones, salt, sand, road hazards, hail, wind, storm, lightning, floods, acts of God or bird droppings.
- (c) Damage due to lack of maintenance or the use of the wrong fuel, oil or lubricants:
- (ii) Lack of proper maintenance, falling short of standards as communicated by STG to the Customer verbally or in writing;
 - (iii) Improper maintenance or use, such as the use of parts, accessories, fuel, oil or lubricants other than those recommended by STG to the Customer verbally or in writing; and
- (iv) Use of the Goods when it was apparent or would have been apparent to a reasonable user of the Goods, that the Goods required service.
- (d) Normal deterioration, including:
- (i) Normal wear, tear or deterioration including, but not limited to, discoloration, fading, deformation and blurring;
 - (ii) Surface corrosion on any part other than the body sheet metal panels forming the exterior appearance of the Goods, if applicable; and
 - (iii) Consumables or parts of limited regular functionality due to their natural wear and tear.
- (e) Maintenance costs, including:
- (i) Normal maintenance services such as cleaning and polishing, lubrication, replenishment or replacement of oil, fluid, coolant, and replacement of worn wiper blades, fuses, filters, brake pads, brake and clutch linings, spark plugs, globes, drive belt(s), clutch disc, glass, trim, headlights, battery, tyres, wheel alignment and balance, related adjustments and the like.
- (f) Altered mileage:
- (i) Any repair of Goods on which the odometer has been altered or on which the actual mileage cannot be readily determined.

(g) Expenses and damages:

- (i) Expenses associated with making a claim under this warranty, including towing expenses to get the Goods back to base, for which you are responsible.
- (ii) Any other expenses incurred by you or damages sustained by you, including incidental, special, consequential or exemplary damages, or economic loss (including, without limitation, payment for loss of use of the Goods, lodging, car rentals, travel costs, loss of pay and the like). The Customer may have other entitlements under the *Australian Consumer Law*.

(h) Components covered by separate warranties:

- (i) Goods not manufactured by STG, including those outsourced from third party suppliers, are not covered by this warranty. Third-party Goods are warranted by their respective manufacturers; and
- (ii) The Warranty obligations of STG, with respect to Goods supplied but not manufactured by it, shall on all respects conform and be limited to the warranty extended to STG by its supplier.

17. LIMITATION OF LIABILITY

- (a) Subject to clause 16, STG accepts no responsibility or liability for the loss of the use of Goods, loss of items, loss of

income, inconvenience or any other loss or damage, direct or consequential or otherwise arising out of or related in any way to a defect in material or workmanship of the Goods or attributable to any conduct, negligence, fault or default act or omission of or by STG or any of its employees, servants or agents.

- (b) These Terms and Conditions do not affect any statutory rights of the Customer, including under the *Australian Consumer Law*, when ordering or purchasing Goods and is additional to those rights.

18. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

1. *The Personal Property Securities Act 2009 (Cth)*

- (a) The Customer acknowledges that these Terms and Conditions give rise, or may give rise, to one or more Personal Property Security Interests, governed by the *Personal Property Securities Act 2009 (Cth)* ('PPSA').
- (b) In these Terms and Conditions, unless the context requires otherwise, terms which are defined in the PPSA have the definitions in the PPSA.

2. Security Interest

- (a) The Grantor grants a security interest in the Chattels to STG to secure payment of the Secured Money. This security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a floating charge over Revolving Assets and a fixed charge over all other Collateral.
- (b) Nothing in these Terms and Conditions may be taken as an agreement that any Security Interest

provided for by these Terms and Conditions attaches later than the time contemplated by section 19(2) of the PPSA.

3. Collateral Definition

- (a) Collateral means all the Grantor's present and after-acquired property. It includes anything in respect of which the Grantor has at any time a sufficient right, interest or power to grant a security interest.

4. Dealings with Collateral

- (a) Restricted dealings: The Grantor must not do, or agree to do, any of the following unless it is permitted to do so by clause 18(4)(b) (Permitted dealings) or another provision in a Transaction Document:
 - (i) create or allow another interest in any Collateral; or
 - (ii) dispose, or part with possession, of any Collateral.
- (b) Permitted dealings: The Grantor may do any of the following in the ordinary course of the Grantor's ordinary business unless it is prohibited from doing so by another provision in a Transaction Document:
 - (i) create or allow another interest in, or dispose or part with possession of, any Collateral which is a Revolving Asset; or
 - (ii) withdraw or transfer money from an account with a bank or other financial institution.
- (c) The Grantor acknowledges that the STG has not agreed to subordinate any PPS Security Interest provided for by this Agreement in favour of any other person.
- (d) If, in breach of these Terms and Conditions, the Grantor attempts to dispose of or otherwise deal with any

Chattels, the Grantor acknowledges that, despite the disposal or dealing:

- (i) the Grantor has not authorised the disposal or agreed that the dealing would extinguish any Security Interest provided for by these Terms and Conditions; and
- (ii) that Security Interest continues in that Chattel.
- (e) The Grantor acknowledges that the STG may, at the Grantor's cost, register one or more financing statements in relation to any Security Interests under these Terms and Conditions.
- (f) If permitted by the PPSA, the Grantor waives the Grantor's rights under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.
- (g) The Grantor must provide STG with all information required by STG to ensure that any registration of any Security Interest provided for by these Terms and Conditions, is, and remains, fully effective or perfected (or both) and that each Security Interest has the priority required by STG.
- (h) The Grantor must provide to STG at least 14 days prior notice of any change to the Grantor's name or any other information that could affect the accuracy or validity of any financing statement in relation to any Security Interest under this Agreement.
 - (i) The Grantor must do anything (including perfecting and

protecting any Security Interest intended to be created by or pursuant to this Agreement), and must ensure that each member of the Grantor's Personnel do anything, that the Lessor may reasonably require to more fully secure or exercise the rights, remedies and powers of STG under these Terms and Conditions.

- (j) The Grantor must indemnify STG against, and must pay STG on demand the amount of, all taxes and expenses incurred in connection with any action taken by STG under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA.
- (k) Neither party will disclose information of the kind referred to in section 275(1) of the PPSA.
- (l) The parties agree that the following provisions of the PPSA do not apply, to the extent the PPS Act allows such provisions to be excluded: sections 95, 118, 121(4), 125, 127, 129(2), 129 (3), 130, 132, 134(2), 135, 136(5), 137, 138B(4), 142 and 143.

19. INDEMNITY

- (a) The Customer will indemnify and keep indemnified and hold STG harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Customer, including financial loss or personal injury, and from and against all actions, proceedings, claims or demands made against STG, arising from one or more of the following:

- (i) The Customer's failure to comply with any laws, rules, standards, regulations or instructions applicable in relation to the Goods or the use of the Goods; and
- (ii) Any negligence or breach of duty by the Customer and its employees, agents or contractors in relation to the Goods or the use of the Goods.

- (b) The obligations under this clause will survive termination of these Terms and Conditions.

20. DEFAULT OF CUSTOMER

In the event that any term herein is breached by the Customer or any condition herein is not met by the Customer, STG may in its absolute discretion, refuse to supply to the Customer, and STG shall not be liable to the Customer for any loss or damage the Customer may sustain as a result of such refusal. The costs of collection of money due and payable by the Customer to STG shall be payable by the Customer.

21. FORCE MAJEURE

STG shall not be liable for delay in delivery nor for any failure to perform to any contract quoted or for loss or damage to Goods sold by STG to the Customer directly or indirectly caused by Force Majeure, which terms shall include acts of God, fire, theft, riot war, embargo, strike, shortage of labour, delays in delivery of material by sub-suppliers, prohibition of export or import, or any other happening matter or thing beyond the control of STG. STG agrees to effect, and the Customer agrees to accept, delivery whenever such causes of delay have been remedied.

22. SPECIFICATIONS AND CHANGES

STG reserves the right to redesign and to incorporate new features and to make

changes to its Goods and to supply Goods ordered hereunder as are of current design and standard at time of delivery.

23. INTELLECTUAL PROPERTY

- (a) All drawings, designs, descriptions, or other documents supplied to the Customer shall remain the intellectual property of STG and may not be copied, reproduced, passed onto or in any other way communicated to a third party without the permission of STG.
- (b) If the Customer is provided with any such drawings, designs, descriptions or other related documents, then the copyright in these works shall remain vested in STG and shall only be used at its discretion. The Customer must not:
 - (i) alter or modify any of these works;
 - (ii) create derivative works from these original works; or
 - (iii) use these works for commercial purposes such as on sale to third parties.
- (c) STG reserves its right to pursue any loss or damage suffered as a result of copyright or intellectual property infringement by the Customer or any third party.

24. JOINT AND SEVERAL RESPONSIBILITY

In the event there is more than one Customer, their responsibilities hereunder shall be joint and several.

25. NO WAIVER

No waiver by either party of any default in the strict and literal performance of or compliance with any of the provisions, conditions, or requirements herein on the part of the other party to be observed and performed shall be deemed to be waiver of strict and literal performance of and compliance with any other provision condition or requirement herein nor to be a waiver of or in any manner release the other party from strict compliance with any provision condition or requirement in the future nor shall any delay or omission of the other party to exercise any rights hereunder in any manner impair the exercise of any such rights accruing to it thereafter.

26. SEVERABILITY

Should any provision of these Terms and Conditions be held by a Court to be unlawful, invalid, unenforceable, or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

27. APPLICABLE LAW

Any agreement or contract pursuant to these Terms of Conditions shall be deemed to have been made in Queensland and shall be governed by the laws of Queensland.

28. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the Customer and STG, and may only be varied by written agreement between the parties.