

**TERMS AND CONDITIONS OF PURCHASE OF PLANT AND EQUIPMENT FROM
FALLSDELL MACHINERY PTY. LTD. CARINGBAH SALE.**

The Purchaser acknowledges and agrees that:

1. The plant and equipment ("the Equipment") being sold by Fallsdell Machinery Pty. Ltd. are second hand goods, and as such Fallsdell Machinery Pty. Ltd. accepts no responsibility for any liability whatsoever for the subsequent use of the Equipment.
2. The Purchaser warrants that it enters into this Agreement based on its own investigations and information, and does not in any way rely upon any information, representation, statement or documentation whether forming part of this Agreement or not, which is made by or provided to the Purchaser by the Vendor or by anyone on behalf of the Vendor with respect to the state of repair or fitness for its stated purpose or any other purpose use whatsoever ("the condition") of the Equipment.
3. The Purchaser hereby releases and indemnifies the Vendor from and against all liability and claims of whatsoever nature or kind in respect of or relating to or arising out of the condition of the Equipment.
4. The Vendor enters into this Agreement in reliance upon the following warranties and representations of the Purchaser:
 - 4.1. The Purchaser shall during installation and prior to commissioning and use of the Equipment:
 - (a) ensure that the Equipment is safe and without risk to health when properly used:
 - (b) carry out or arrange for the carrying out of such research, testing and examinations as are necessary for the purpose of the discovery and the elimination or minimisation of any risks to health or safety to which the use of the Equipment may give rise:
 - (c) take such steps as are necessary to make available in connection with the use of the Equipment at work adequate information about:
 - (i) the use for which the Equipment is designed and any conditions necessary to ensure that, when put to that use, the Equipment will be safe and without risk to health, or
 - (ii) the results of any relevant tests which have been carried out on or in connection with the Equipment and any conditions necessary to ensure that the Equipment will be safe and without risk to health when properly used.
 - 4.2 The Purchaser shall following installation and commissioning and during use of the Equipment and thereafter without limitation at all times:
 - (a) take all steps sufficient to ensure so far as is reasonably practical, that the Equipment will be safe and without risk to health when properly used:
 - (b) ensure that the matters referred to in 4.1 above, are undertaken on a regular basis as required so as to ensure that the Equipment will be safe and without risk to health when properly used.
 - 4.3 The Purchaser shall at all times and from time to time take all steps so as to ensure that the Equipment is installed appropriately, has attached all necessary safety features, is of a sufficient state of repair and is used in an appropriate manner by appropriate persons so as to comply with the Occupational Health and Safety Act 1983 (NSW) (as amended).