

## TRADING TERMS — WHAT IT MEANS FOR YOU

*Hydromech Hoist and Crane Pty Ltd (ABN 62 150 376 533)*

This page summarises how we do business. It covers the things that matter most to you as a customer.  
The full legal terms follow on pages 3 onwards — they apply to all orders and protect both parties.  
If you have any questions about these terms, please contact our sales team on (03) 9791 1322 before ordering.

|                                                                                     | What it covers              | What It Means For You                                                                                                                                                                | The Detail                           |
|-------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
|    | <b>Quotes &amp; Pricing</b> | Our quotes are valid for 30 days. Prices exclude GST and freight unless we say otherwise.                                                                                            | <i>See clauses 2 &amp; 3</i>         |
|    | <b>Custom Orders</b>        | Once we've confirmed a custom or manufactured order, we start buying materials and scheduling production immediately. We can't cancel without cost.                                  | <i>See clause 5</i>                  |
|    | <b>Delivery</b>             | We give our best estimate on lead times but can't guarantee them — manufacturing and shipping delays happen. We'll keep you updated.                                                 | <i>See clause 6</i>                  |
|  | <b>Checking Your Order</b>  | Please inspect your goods when they arrive and let us know within 5 business days if anything is wrong.                                                                              | <i>See clause 7</i>                  |
|  | <b>Returns</b>              | Contact us before sending anything back. Standard goods can be returned within 10 business days with a 15% restocking fee. Custom-made items cannot be returned.                     | <i>See clause 8</i>                  |
|  | <b>Who Owns the Goods</b>   | The goods remain ours until you've paid in full. This is standard practice for all suppliers — it protects both of us.                                                               | <i>See clause 9</i>                  |
|  | <b>Warranty</b>             | 12 months from installation (up to 15 months from despatch). Covers defects in materials and workmanship under normal use. Consumables like hoist rope and brake discs are excluded. | <i>See clause 10</i>                 |
|  | <b>Payment</b>              | Payment terms depend on the job — they're set out in your quote and may include a deposit, staged payments, or standard credit terms. The terms in your quote govern your order.     | <i>See clause 4 &amp; your quote</i> |
|  | <b>If Things Go Wrong</b>   | We want to sort problems out quickly and fairly. Call us first — most issues are resolved without lawyers. If we can't agree, we'll mediate before going to court.                   | <i>See clauses 11 &amp; 18</i>       |
|  | <b>Your Information</b>     | We keep your technical and commercial information confidential. We don't share it with third parties.                                                                                | <i>See clause 14</i>                 |

A note on the legal terms: the full T&C on the following pages are standard for a supplier in our industry.  
They are not designed to be onerous — they simply make clear how both parties are protected.  
The most important things for day-to-day business are above. The rest is there if it's ever needed.

*Manufacture of: JLP Electric Wire Rope Hoists & Trolleys | JLP Wheel Blocks, Drives & Bogies | JLP Complete Crane Kits  
Replacement Spares for all makes of Cranes & Hoists | Australian Distributor for NANTE Crane Components*

## STANDARD TRADING TERMS AND CONDITIONS

*Hydromech Hoist and Crane Pty Ltd (ABN 62 150 376 533)*

### 1. DEFINITIONS

In these Conditions, unless the context requires otherwise:

- (a) "Conditions" means these Standard Trading Terms and Conditions as amended or varied in writing by the Seller from time to time.
- (b) "Contract" means a contract between the Seller and the Buyer for the sale, manufacture and/or supply of Goods and/or Services, incorporating these Conditions.
- (c) "Goods" means all products, equipment, components, parts and materials supplied or to be supplied by the Seller to the Buyer, including manufactured and custom-fabricated items.
- (d) "Services" means any installation, commissioning, inspection, maintenance, repair or other technical services provided by the Seller to the Buyer.
- (e) "Seller" means Hydromech Hoist and Crane Pty Ltd (ABN 62 150 376 533).
- (f) "Buyer" means the person, company or entity that places an order with the Seller.
- (g) "Price" means the price for Goods and/or Services stated in the Seller's accepted quotation or order acknowledgement, exclusive of GST.
- (h) "Insolvency Event" means any one or more of: winding up, liquidation, administration, receivership, appointment of a controller, inability to pay debts as they fall due, or entry into a scheme of arrangement with creditors.
- (i) "PPSA" means the Personal Property Securities Act 2009 (Cth).
- (j) "CCA" means the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law.

### 2. APPLICATION OF CONDITIONS

These Conditions apply to all orders placed by the Buyer with the Seller and, together with the Seller's accepted quotation, form the entire agreement between the parties. They supersede all prior representations, negotiations, and previously issued terms and conditions.

An order by the Buyer is not binding on the Seller until accepted in writing by a duly authorised officer of the Seller. A Contract is formed upon the Seller's written acceptance of an order. The Seller reserves the right to decline any order or part thereof without liability.

Any terms stated in a Buyer's purchase order or other document issued by the Buyer do not apply and are not binding on the Seller unless specifically accepted in writing by a duly authorised officer of the Seller. To the extent of any conflict between these Conditions and any other document, these Conditions prevail.

Any quotation issued by the Seller is an invitation to treat only, not an offer capable of acceptance. Quotations are valid for 30 days from the date of issue unless otherwise stated in writing.

### 3. PRICE

All prices are in Australian dollars, exclusive of GST, freight, delivery, insurance, and any other charges, unless expressly stated otherwise in the quotation. Prices are Ex Works Dandenong unless otherwise specified. The Buyer must provide its ABN prior to or at the time of placing an order.

The Seller reserves the right to adjust the Price if, between acceptance of an order and invoice, there is a material and documented increase in supply costs beyond the Seller's reasonable control (including raw materials, freight, currency, or import duties). The Seller will notify the Buyer in writing. The Buyer may, within 5 business days of such notice, cancel the relevant order without penalty if the Goods have not yet been manufactured or procured.

### 4. PAYMENT

Payment terms are determined by the Seller for each Contract having regard to the nature, value, complexity and risk profile of the order, and will be set out in the Seller's quotation or order acknowledgement. The payment terms stated in the relevant quotation form part of, and are incorporated into, these Conditions, and govern that Contract to the extent of any inconsistency with this clause. Where a quotation does not specify payment terms, the Seller's standard terms are 30 days from the end of the month of invoice date.

Time for payment is of the essence of the Contract. If payment is not received by the due date, the Seller may, without limiting any other right or remedy: (i) charge interest at 12% per annum calculated daily from the due date; (ii) suspend delivery of outstanding Goods or Services (including under any other Contract with the Buyer); and/or (iii) cancel unfilled orders on written notice. The Buyer is liable for all reasonable collection costs, including legal costs on a solicitor-client basis.

## 5. CANCELLATION AND VARIATIONS

A confirmed order cannot be cancelled without the Seller's prior written consent. Where the Seller agrees to cancellation:

- (a) Manufactured or custom goods: all costs incurred to the date of cancellation are recoverable, including overseas purchase commitments, materials, labour, and third-party costs. A minimum cancellation charge of 20% of the order value applies regardless of stage of manufacture.
- (b) Standard stock goods: a restocking fee of 15% of the invoice price applies, provided Goods are returned in original, undamaged and unopened condition within 10 business days.
- (c) Goods procured specifically at the Buyer's written request are non-cancellable and non-returnable.

Variations to a confirmed order must be agreed in writing by both parties. Variations will be quoted and invoiced separately and may affect the Price and delivery timeframe.

## 6. DELIVERY

Delivery dates and lead times are estimates only and not guaranteed. The Seller will use reasonable efforts to meet stated lead times but is not liable for delays beyond its reasonable control. The Seller may make partial deliveries and invoice each delivery separately.

Where the Seller delivers Goods, the Buyer must ensure qualified personnel and suitable unloading equipment are available. The Buyer must unload Goods immediately upon arrival. If the Buyer fails to take delivery, the Seller may store Goods at the Buyer's risk and expense or arrange re-delivery at the Buyer's cost. The Seller may withhold delivery if any payment is overdue or if the Seller has reasonable grounds to doubt the Buyer's financial position.

## 7. ACCEPTANCE OF GOODS

The Buyer must inspect all Goods promptly upon delivery and notify the Seller in writing of any defect, shortage, damage, or non-conformance within five (5) business days of delivery. Failure to notify within this period constitutes acceptance of the Goods as delivered. The Buyer must also notify the Seller within five (5) business days of any safety defect as defined in the CCA.

## 8. RETURN OF GOODS

No Goods may be returned without prior written authorisation from the Seller. Authorised returns must: (a) be initiated within 10 business days of delivery; (b) include the original invoice number and reason for return; and (c) be in original, unused, undamaged condition. All returns are subject to a 15% handling and restocking charge. The Buyer pays all return freight. Goods manufactured or procured to the Buyer's specification are not returnable.

## 9. RISK AND TITLE

Risk passes to the Buyer upon delivery. Title to all Goods remains with the Seller until the Seller has received full payment in cleared funds for all Goods supplied under all outstanding invoices.

Until title passes, the Buyer must: (a) store the Goods separately and clearly identified as the Seller's property; (b) keep records and permit inspection on request; (c) not encumber or grant security over the Goods; (d) maintain adequate insurance for their full replacement value noting the Seller's interest; (e) not dispose of the Goods other than in the ordinary course of business; and (f) hold sale proceeds on trust for the Seller to the extent of the unpaid Price.

The Seller may, on reasonable notice (or immediately in urgent circumstances), enter premises to inspect or repossess Goods where the Buyer is in breach or an Insolvency Event has occurred. The Buyer indemnifies the Seller for all reasonable repossession costs.

## 10. WARRANTY

The Seller warrants Goods are free from defects in materials and workmanship for 12 months from the date of installation, or 15 months from the date of despatch from the Seller's works, whichever is earlier ("Warranty Period"), provided:

- (a) The equipment is operated on a single shift basis (maximum 38 hours per week) within duty class M4, unless otherwise agreed in writing at time of order.
- (b) The equipment is installed, operated, serviced, and maintained in accordance with the Seller's documentation and applicable Australian Standards (AS 1418.1 and AS 1418.3).
- (c) Service and maintenance is carried out during normal business hours by Hydromech-accredited agents.

The warranty does not cover defects or damage arising from:

- (i) improper installation by parties other than the Seller or its authorised agents;
- (ii) misuse, overloading, or abuse of the Goods;
- (iii) unauthorised modifications, repairs, or alterations;
- (iv) fair wear and tear or failure of consumable items (hoist rope, brake discs, rope guides, rectifier cards); or
- (v) failure to maintain the equipment per applicable Australian Standards.

To claim warranty: notify the Seller in writing during the Warranty Period and return faulty parts freight prepaid for inspection. The Seller will, at its election, repair or replace. Replaced parts become the Seller's property.

*Note: No warranty claim for motor winding burnout will be accepted without evidence that thermistors were in circuit (for hoists/travel motors supplied without a control panel).*

## 11. LIABILITY AND INDEMNITY

Subject to the CCA, the Seller excludes all implied conditions, warranties, guarantees, and remedies to the fullest extent permitted by law. Where they cannot be excluded, the Seller's liability is limited, at the Seller's election, to replacement, repair, or payment of the cost of replacing or repairing the Goods.

The Seller is not liable for any indirect, special, consequential, or economic loss (including loss of profit, loss of revenue, loss of contract, or loss of opportunity) arising from the supply of Goods or Services, any delivery delay, or any defect in the Goods, whether in contract, tort, or otherwise.

The Seller's aggregate liability under any Contract is limited to the Price paid by the Buyer under that Contract.

The Buyer indemnifies the Seller against all claims, losses, and expenses (including legal costs on a solicitor-client basis) arising from: (a) the Buyer's breach of these Conditions; (b) the Buyer's negligence or wilful misconduct; or (c) the Buyer's use or installation of the Goods contrary to the Seller's documentation and applicable Australian Standards.

## 12. FORCE MAJEURE

The Seller is not liable for failure or delay caused by events beyond its reasonable control, including acts of God, flood, fire, pandemic, epidemic, supply chain disruption, war, terrorism, industrial dispute, government action, or failure of overseas suppliers or shipping. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Contract on written notice, with the Buyer remaining liable for Goods already delivered.

## 13. INTELLECTUAL PROPERTY

All intellectual property rights in the Goods, drawings, specifications, and documentation prepared by the Seller remain vested in the Seller. Supply of Goods does not transfer any intellectual property rights to the Buyer. General Arrangement drawings are prepared for the specific project and may not be reused or disclosed without the Seller's prior written consent.

## 14. CONFIDENTIALITY

Each party agrees to keep confidential all technical, commercial, and business information provided by the other party in connection with a Contract, and not to disclose it to third parties or use it other than for the performance of the Contract. This obligation survives termination of these Conditions.

## 15. PERSONAL PROPERTY SECURITIES (PPSA)

The Buyer grants the Seller a purchase money security interest (PMSI) in all Goods to which title has not yet passed, as security for payment. The Seller may register this interest on the Personal Property Securities Register (PPSR). This is standard practice for suppliers of goods on credit terms and protects both parties in the event of insolvency.

The Buyer must notify the Seller in writing at least 7 days before any change to its name, address, or ABN. The Buyer waives certain notification rights under the PPSA (sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142, 143, and 157) to the extent permitted by law. The Buyer reimburses the Seller for reasonable PPSR registration costs.

## 16. TERMINATION

The Seller may terminate any Contract and/or suspend delivery on written notice if: (a) any payment is overdue; (b) the Buyer commits a material breach not remedied within 7 days of written notice; (c) an Insolvency Event occurs in respect of the Buyer; or (d) the Seller has reasonable grounds to believe the Buyer cannot meet its payment obligations.

On termination, all outstanding amounts become immediately due and payable. The Seller is entitled to payment for all Goods delivered and Services performed up to the date of termination.

## 17. SELLER'S OBLIGATIONS

The Seller is not bound to perform its obligations under a Contract where the Buyer is in breach, until that breach is remedied. The Seller is not liable for failure to perform obligations due to a Force Majeure Event (clause 12).

## 18. GOVERNING LAW AND DISPUTE RESOLUTION

These Conditions are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the Victorian courts. Where a dispute arises, the parties agree to first seek resolution by good faith negotiation within 14 days, and if unresolved, by mediation before commencing litigation (except where urgent interlocutory relief is required).

## 19. GENERAL

- (a) Entire Agreement: These Conditions and the Seller's accepted quotation constitute the entire agreement and supersede all prior representations and agreements.
- (b) Waiver: A failure to exercise any right does not constitute a waiver of that right.
- (c) Severability: If any provision is invalid or unenforceable, it is severed and the remaining provisions continue in force.
- (d) Assignment: The Buyer may not assign rights or obligations without the Seller's prior written consent. The Seller may assign its rights without restriction.
- (e) Notices: Notices must be in writing delivered by email (with delivery confirmation), registered post, or hand to the address in the relevant quotation.
- (f) Amendments: These Conditions may only be varied in writing by a duly authorised officer of the Seller.
- (g) Survival: Clauses 9, 10, 11, 13, 14, 15, 16, and 18 survive expiry or termination of these Conditions.

## 20. ACKNOWLEDGEMENT OF TERMS

These terms apply to all orders placed with Hydromech Hoist and Crane Pty Ltd. By placing an order (whether verbally, in writing, by email, or by signing a quote) the Buyer acknowledges and accepts these Conditions. A separate signed copy is only required where specifically requested by Hydromech.

*If you have any questions about these terms before placing an order, please contact:*

**Hydromech Sales Team | (03) 9791 1322 | sales@hydromech.com.au**

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