

## Headland Machinery Pty Ltd (“Headland”) Servicing & Repair Terms & Conditions

### 1. Service & Repair Agreement

- 1.1. Save for unforeseen additional work as referred to in Clause 4.2, the volume of work to be performed within the scope of a machine service or repair will be as stated in the confirmation of purchase order provided by Headland to the customer.
- 1.2. At times it may not be possible for Headland to undertake the service activity on the proposed date. In these cases Headland will advise the customer with as much notice as possible.
- 1.3. Service and Repair Agreement work shall be performed during normal working hours (8:30am-5:30pm) from Monday to Friday. Headland will try to meet requests for service work outside normal business hours; if that is possible, applicable overtime rates will be charged.
- 1.4. Headland’s service engineer must be allowed unrestricted access to the machine for the duration of the work, and service work must not be interrupted by production work. Any resulting waiting time shall be invoiced to the customer.
- 1.5. Any additional service or repair work requested when Headland’s service engineer is in attendance will be treated as a separate service event and charged accordingly. Depending on the nature of this work it may require a different service Engineer attend this work.
- 1.6. Should the site, or the Job Hazard Assessment (JHA) indicate items such as scaffold, lifting equipment, portable access equipment or similar be required this will be provided by the Customer and any delays (if applicable) will be charged to the Customer. The Customer should as far as practical alert Headland to any access or safety issues prior to the beginning of the service work.

### 2. Charges

- 2.1. All labour involved on the job will be charged according to the current Headland Service Rates. Contact Headland Service Department to obtain a copy. The rates are subject to being reviewed periodically. Notice will be provided to customers of service rate changes 30 days in advance of the new rates being adopted.
- 2.2. Parts used in the repair will be charged according to the current Headland spare parts price list. Prior to installing parts the Headland Service Engineer will advise the customer of the parts required for the repair and their current prices. Any returned parts may attract a re-stocking fee depending on the condition of the part and its packaging.
- 2.3. All expenses incurred in providing the service and repair work including transportation, hotel accommodation, subsistence, car hire and sundries, equipment hire will be added to the invoice and charged to the customer. For certain ancillary costs standard charges apply, refer to the Headland Service Rate Sheet. .
- 2.4. Works invoiced on account are due at the end of month post the month of invoice. Service may be withheld should the customer’s account be over the exceeding the payment terms.
- 2.5. *The Customer:*
  - (a) agrees that the Headland is entitled to use the services of a credit agency from time to time to obtain information concerning the Customer (and, where the Customer is a company, its Directors) in order to

assess the Customer's credit worthiness; and  
(b) hereby authorises the release to the Headland of any such information requested by the Headland.

- 2.6. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
- 2.7. Payment terms may be revoked or amended at the Headland's sole discretion immediately upon giving the Customer written notice.

### 3. Liability

- 3.1. Headland shall take all reasonable care in carrying out the service and repair work. Headland shall not be responsible for loss of production arising from the provision of service work provided to the Customer.
- 3.2. Headland warrants undertaking repairs or replacements according to its choice. All further warranty claims are hereby excluded.
- 3.3. Headland supplies the servicing and repair work under this Agreement with all guarantees that cannot be excluded under the Australian Consumer Law Schedule to the Competition and Consumer Act ("the ACL"). However, the parties agree that the goods and services provided under this Agreement are not acquired by the customer for personal domestic household use or consumption, and accordingly the parties agree that the liability of Headland for any failure by Headland to comply with the provisions of this Agreement or any of the guarantees under sections 54, 55, 56, 60, 65 and 62 of the ACL is hereby limited (at the option of Headland) to the replacement or repair (or the payment to the Customer of the cost of replacing or repairing) of defective goods, and to supplying the services again at no charge to the Customer or to paying to the Customer the reasonable cost of having the services supplied again to the Customer.
- 3.4. Save as provided in Clause 3.3 the customer shall hold Headland free of any and all claims by the Customer and/or third parties for damages not due to gross negligence of Headland in the provision of the service work under this Agreement.

### 4. General Information

- 4.1. The customer agrees to take all necessary steps before the service work is due to begin to ensure that service can proceed smoothly. Such preparatory measures include:
- 4.1.1. The production planning department of the Customer must take into account that the machine will not be operable while service is being performed.
- 4.1.2. Easy access to the machine must be provided. The machine area must be kept clear of all obstructions (material).
- 4.2. Unforeseen extensive repair work may not be able to be performed by the Service Engineer at the scheduled attendance. In such cases, a separate attendance may need to be scheduled. The additional cost of such work will be charged to the customer separately.

### 5. Miscellaneous

- 5.1. This Agreement is governed by the laws of the State of Victoria and the parties hereby submit to the exclusive jurisdiction of the Courts of Victoria.
- 5.2. Headland's failure to enforce any of these Terms shall not be construed as a waiver of Headland's rights.
- 5.3. A notice served or sent pursuant to this Agreement must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received two days after posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.



- 5.4. If a Term of this Agreement is wholly or partly void, illegal or unenforceable, it may be wholly or partly severed (as appropriate) to be enforceable without affecting the enforceability of the remaining provisions of that Term or this Agreement.
- 5.5. Any variation or modification of these "Terms and Conditions" must be in writing signed by both parties.

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