

AGENT - GOLDSTREAM INDUSTRIES
 BROKERS - CORPORATE MACHINERY BROKERS
 - R AND D EQUIPMENT BROKERS
 - METAL AND MINERAL BROKERS

POSTAL ADDRESS PO BOX 1043, KENSINGTON GARDENS SA 5068

VENDOR.....
 PURCHASER..... DATE.....
 ADDRESS..... INVOICE NO.....
 POST CODE.....
 CONTACT NAME..... PHONE..... FAX.....

ANNEXURE 'A' – TERMS OF INVOICES TO PURCHASERS

1. All payments are to be made to Hoffman Conveyancing Services No. 3 Trust Account a South Australian audited Trust Account The Hoffman Account.
2. Goods invoiced remain wholly the property of the Vendor until deposit and full invoice amount cheque(s) are cleared into the Hoffman Conveyancing Services No. 3 Trust Account The Hoffman Account.
3. Deposit or option paid is an agreement to hold goods for purchase to a stated time between the vendor and purchaser.
4. The Vendor / Legal owner is responsible for disconnection of machinery, plant and equipment from all power, plumbing (including liquid/gas/airlines)
5. The replacement of building structure where applicable will be included on the invoice document.
6. Machinery, plant, equipment and stock removal / transport costs and total insurance are all the Purchasers expense. The Purchaser agrees to take all responsibility to collect purchases from the Vendor once payment has been cleared into the Hoffman Conveyancing No. 3 Trust account. The Hoffman Account. The Purchaser agrees it is not the Vendor's agent / broker responsibility to collect any items on the Purchaser's behalf. The Purchaser will provide to the Vendor a Public Liability Insurance Certificate of currency to protect all interested parties to the limit of indemnity of twenty million dollars relating to Vendor's items sold off the Vendor's land to the Purchaser where items are to be all or partly dismantled prior to removal. Public Liability insurance for injury to persons or damage to property caused by an occurrence in connection with the Purchaser and his insured business is to an amount not exceeding the indemnity covered by the Purchaser's public liability policy. The Purchaser agrees where purchases have not been totally removed within 125 days or less a rental of \$20 will apply until the 160th day. On the 161st day unless an agreement to extend the time limit (in writing) an dated prior to the 161st day after the invoice date between the Purchaser and Vendor is produced to the Agent then on the 161st day after the invoice purchase date a rental charge equal to the total value of any remaining items purchased still on the site will apply thereby extinguishing the Purchaser's entitlement to collect the item(s) thereafter.
7. Insurance of machinery, plant, equipment and stock shall be maintained by Vendor / Legal owner until payment of full amount is cleared into trust account, i.e. payment is able to be drawn against in full. All insurance after completion of payment is the responsibility of purchaser except where both vendor and purchaser provide new written agreements in advance to the agent.
8. The Purchaser indemnifies and holds Hoffman Conveyancing Services harmless from any action claims or demands of or concerning Hoffman Conveyancing Services having acted in accordance with the authorisation hereinbefore set out.
9. The Purchaser indemnifies the Agent / Broker against any claim suit or demand arising out of any defect or failure of the asset(s) sold however arising.
10. The machinery offered for sale is second-hand and does not include any sellers, vendors, manufacturers, resellers or agents warranty.
11. A limited warranty is available through Insurance Brokers (terms and conditions are presented in a separate document).
12. Maintenance, installation and service are excluded from this contract.
13. All measurements are approximate.
14. Items are sold as inspected by Purchaser. All items supplied from the Vendor could be extremely hazardous and dangerous and are itemised in all regulatory check list questions to be so. It is a condition of sale that the Purchaser must employ a qualified expert accredited installation tradesperson to thoroughly check for safety protection of users and surroundings and that it is the Purchaser's entire liability, duty and responsibility to apply all government regulations including health and safety laws along with industry standards prior to start up or use of the purchased item.
15. Condition for sale of electrical, mechanical, hydraulic, pneumatic, purification, measuring systems and of heat, chemical, liquid, electronic and gas transmission equipment, hazardous chemicals, contaminant, waste, asbestos, radio active materials, energy, organisms, bacteria, extinguishers, acids, explosives, electroplating materials, gases, liquids, batteries, foams, plastics, rubbers, minerals, elements, solvents, coolants, lubricants, fuels, distillates, paints, vegetation compounds, literature, foods and beverages is that the purchaser agrees to comply with all government regulations and industry standards and will insure, identify, use, test, handle, transport and dispose of these items in regulatory containers with compliant warning notice attached.
16. The Purchaser acknowledges and agrees that the Purchaser has not relied upon any warranty or representation made or any conduct engaged in by the Vendor or any person on behalf of the Vendor in relation to the quality or fitness for use of the Goods or as to any financial return or income to be derived from the Goods, but has relied entirely upon the Purchaser's own inspection of the Goods.
17. The Purchaser must promptly, after clearance of full payment, remove the Goods from the Vendor's property and transport them in a safe and proper manner and in accordance with all legal requirements, all entirely at the Purchaser's risk and expense. The Purchaser must comply with any reasonable directions given by the Vendor or its employees or agents. In removing the Assets, the Purchaser must not damage any of the Vendor's property. The Purchaser shall indemnify the Vendor against any damage, loss, liability, actions, claims costs or expenses which the Vendor may incur as a result of the failure of the Purchaser to fully comply with this clause.
18. The Purchaser shall pay all stamp duty, and other duties and taxes which may be payable in respect of this agreement or sale or any documents in connection with them. The Purchaser indemnifies the Vendor against any loss or liability incurred or suffered by the Vendor as a result of the delay or failure by the Purchaser to pay any duties payable by the Purchaser pursuant to this clause.
19. The Point of Sale. Payment is able to be drawn against in full once funds are cleared.
20. Purchaser's signature

NOTE: on ONESTEEL STEELWORKS sites and all other sites before commencing a Purchaser will provide a written job safety analysis to the Company nominated Project Controller (with his assistance) and have it accepted prior to fixed item removal work commencing.

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8. The Purchaser indemnifies and holds Hoffman Conveyancing Services harmless from any action claims or demands of or concerning Hoffman Conveyancing Services having acted in accordance with the authorisation hereinbefore set out.
9. The Purchaser indemnifies the Agent / Broker against any claim suit or demand arising out of any defect or failure of the asset(s) sold however arising.
10. The machinery offered for sale is second-hand and does not include any sellers, vendors, manufacturers, resellers or agents warranty.
11. A limited warranty is available through Insurance Brokers (terms and conditions are presented in a separate document).
12. Maintenance, installation and service are excluded from this contract.
13. All measurements are approximate.
14. Items are sold as inspected by Purchaser. All items supplied from the Vendor could be extremely hazardous and dangerous and are itemised in all regulatory check list questions to be so. It is a condition of sale that the Purchaser must employ a qualified expert accredited installation tradesperson to thoroughly check for safety protection of users and surroundings and that it is the Purchaser's entire liability, duty and responsibility to apply all government regulations including health and safety laws along with industry standards prior to start up or use of the purchased item.
15. Condition for sale of electrical, mechanical, hydraulic, pneumatic, purification, measuring systems and of heat, chemical, liquid, electronic and gas transmission equipment, hazardous chemicals, contaminant, waste, asbestos, radio active materials, energy, organisms, bacteria, extinguishers, acids, explosives, electroplating materials, gases, liquids, batteries, foams, plastics, rubbers, minerals, elements, solvents, coolants, lubricants, fuels, distillates, paints, vegetation compounds, literature, foods and beverages is that the purchaser agrees to comply with all government regulations and industry standards and will insure, identify, use, test, handle, transport and dispose of these items in regulatory containers with compliant warning notice attached.
16. The Purchaser acknowledges and agrees that the Purchaser has not relied upon any warranty or representation made or any conduct engaged in by the Vendor or any person on behalf of the Vendor in relation to the quality or fitness for use of the Goods or as to any financial return or income to be derived from the Goods, but has relied entirely upon the Purchaser's own inspection of the Goods.
17. The Purchaser must promptly, after clearance of full payment, remove the Goods from the Vendor's property and transport them in a safe and proper manner and in accordance with all legal requirements, all entirely at the Purchaser's risk and expense. The Purchaser must comply with any reasonable directions given by the Vendor or its employees or agents. In removing the Assets, the Purchaser must not damage any of the Vendor's property. The Purchaser shall indemnify the Vendor against any damage, loss, liability, actions, claims costs or expenses which the Vendor may incur as a result of the failure of the Purchaser to fully comply with this clause.
18. The Purchaser shall pay all stamp duty, and other duties and taxes which may be payable in respect of this agreement or sale or any documents in connection with them. The Purchaser indemnifies the Vendor against any loss or liability incurred or suffered by the Vendor as a result of the delay or failure by the Purchaser to pay any duties payable by the Purchaser pursuant to this clause.
19. The Point of Sale. Payment is able to be drawn against in full once funds are cleared.
20. Purchaser's signature
21. Attached Page 2 of Annexure A Terms of Invoices to Purchasers for Treasury Wine Estates Assets

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TREASURY
WINE ESTATES

By agreeing to purchase the [asset] (“Asset”), you are deemed to agree that:

- (a) You have:
 - (i) identified, assessed and either eliminated or controlled any hazards or risks associated with the use or condition of the Asset;
 - (ii) satisfied yourself that you have all information available to you to ensure that the Asset can be operated safely and without risk to health and in accordance with its obligations under relevant laws, regulations, codes or industry standards;
 - (iii) relied on your own skill and judgement in selecting the Asset;
 - (iv) did not make known to Treasury Wine Estates or any other person any particular purpose for which the Asset is being acquired;
 - (v) examined the Asset; and
 - (vi) satisfied yourself that the Asset is reasonably fit and suitable for the purpose for which it was acquired.
- (b) All express and implied terms, conditions and warranties which otherwise might apply to or arise out of the sale of the Asset to you which may lawfully be excluded are excluded.
- (c) You have purchased the Asset ‘as is’ and that Treasury Wine Estates makes no warranties or representations that the Asset:
 - (i) is of a particular condition or can perform a particular function;
 - (ii) is or will be fit for any particular purpose or is or will be of merchantable quality; or
 - (iii) complies with any specifications, laws, regulations, codes or industry standards.
- (e) Treasury Wine Estates is not liable to you or any other person for loss or damage of any kind, including costs, interest, personal injury or death, loss of profit or special loss or damage arising from the sale of the Asset or its operation by you or by any other person and you hereby release Treasury Wine Estates from all such liability.
- (f) You indemnify Treasury Wine Estates and its representatives from, and against, all loss, liability, damages, costs, fees, charges and levies which may be claimed by any third party against Treasury Wine Estates or its representatives as a result of or in connection with the purchase, use or operation of the Assets by you or any other party.