

CONDITIONS OF SALE (USED EQUIPMENT) CATHOLIC EDUCATION WESTERN AUSTRALIA LIMITED

These terms and conditions, together with the Tax Invoice shall form the terms and conditions of the Sale Agreement (the "Agreement") between **insert Buyer Name** ABN **insert ABN if applicable** (the **Buyer**) and Catholic Education Western Australia Limited (ABN 47 634 504 135) trading as **insert school name** (ABN **insert school ABN**) the **School**.

1 BACKGROUND

- 1.1 The School owns the Equipment which is no longer required by the School.
- 1.2 The Buyer has expressed to the School that it wishes to Purchase the Equipment.
- 1.3 The School agrees to sell the Equipment to the Buyer, and the Buyer agrees to purchase the Equipment for the agreed Purchase Price on the terms and conditions contained in this Agreement.

2 DEFINITIONS

- 2.1 In this Agreement, the terms set out below have the following meaning:
 - Business Day** means 8:30am to 5pm Western Standard Time, Monday to Friday (excluding gazetted public holidays in the state of Western Australia).
 - Buyer** means the party so described in this Agreement.
 - Equipment** means the used equipment to be purchased by the Buyer as described in the Tax Invoice.
 - GST** means the goods or services tax levied or imposed in Australia pursuant to the New Tax System (Services and Services Tax) Act 1999 (Cth).
 - GST Amount** means the amount arrived at by multiplying the Purchase Price by the appropriate rate of GST.
 - Premises** means the site as advised by the School from time to time, and at which the Buyer agrees to inspect and collect the Equipment.
 - Purchase Price** means the agreed purchase price for the Equipment as set out in the Tax Invoice.
 - School** means the party so described in this Agreement.
 - Tax Invoice** means a valid tax invoice which complies with the GST Act and which stipulates the Purchase Price of the Equipment.

3 SALE OF EQUIPMENT

- 3.1 The School agrees to sell, and the Buyer agrees to

purchase the Equipment in the quantities set out in the Tax Invoice provided by the School to the Buyer.

4 DESCRIPTION AND INSPECTION OF THE USED EQUIPMENT

- 4.1 The description of the Equipment has been provided to the Buyer based on the best information available to the School at the time of the sale of the equipment. To the extent permitted by law, the School makes no warranty, express or implied, as to the description of the Equipment or that the Equipment is suitable for the purpose intended by the Buyer.
- 4.2 The equipment is offered on an as is basis and will be available for inspection by the Buyer at the Premises at a time agreed by the School.

5 COLLECTION OF THE USED EQUIPMENT

- 5.1 Unless otherwise agreed in writing, the Buyer is responsible for collecting the Equipment from the Premises.
- 5.2 The Buyer must give the School two (2) Business Days prior written notice prior to attending the Premises to collect the Equipment or to dismantle the Equipment for collection. The School may deny access to the Premises if the notice under this clause has not been given.
- 5.3 The Buyer must not remove the Equipment from the Premises until such time as the Purchase Price (and any applicable GST Amount) has been received by the School in full.

6 FREIGHT AND TRANSPORTATION

- 6.1 The Buyer is responsible for all freight, shipping, delivery, and other costs associated with the transportation of the Equipment from the Premises.
- 6.2 Preparing, dismantling, loading, removal, and transportation of the Equipment shall be at the sole expense, liability, and risk of the Buyer.
- 6.3 The School makes no representation to the Buyer as to how the Equipment should be loaded or

transported and the Buyer acknowledges that it has made its own investigations to determine the safe and proper method for loading and transporting the Equipment.

7 TITLE AND RISK IN THE EQUIPMENT

- 7.1 Title in the Equipment shall not pass to the Buyer until the School has received the Purchase Price (and any applicable GST Amount) in full.
- 7.2 Risk in the Equipment shall pass to the Buyer on the earlier of:
- (a) the time the Buyer takes possession of the Equipment; or
 - (b) the time the School advises the Buyer that the Equipment is available for collection at the Premises.

8 DISCLAIMER AND EXCLUSION OF WARRANTIES

- 8.1 The Equipment is sold on an "AS IS" basis and the School makes no representations or warranties of any kind whatsoever, express, or implied, including, without limitation, non-infringement, merchantability, or fitness for a particular purpose. The School does not warrant that the Equipment will be functional, error free or that defects will be corrected or that the Equipment meets the requirements or expectations of the Buyer and expressly disclaims any warranties or guarantees that by selling the Equipment, the Equipment will be fit for any particular use or purpose.
- 8.2 No advice or information, whether oral or written, obtained by the Buyer from the School shall create any warranty.
- 8.3 Except as expressly provided to the contrary in this Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements, or representations whether express or implied, statutory, or otherwise, relating to this Agreement or its subject matter are excluded to the maximum extent permitted by law.

9 LIMITATION OF LIABILITY

- 9.1 The maximum aggregate liability of the School for all claims under or relating to this Agreement or its subject matter, whether in contract, tort (including without limitation negligence), or on any other basis shall be limited to the Purchase Price (including any applicable GST). The School shall not be liable for any special, indirect, incidental or consequential damages, economic loss or damage, loss of profit or revenue, loss of production or production stoppage or loss of data under any circumstances.

10 RELEASE AND INDEMNITY

- 10.1 The Buyer releases the School from, and indemnifies the School against all liability, claims, damage, loss, costs, and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the School and any environmental loss, cost, damage or expense) in respect of:
- (a) personal injury;
 - (b) damage to tangible property;
 - (c) a claim by a third party;
 - (d) defects in the Equipment,
- 10.2 And any other losses the School incurs in respect of the Buyer's preparation, dismantling, loading, removal, transportation, or use of the Equipment or the Buyer's breach of this Agreement.
- 10.3 The Buyer indemnifies the School against any loss the School may suffer (including consequential loss) because of the Buyer's use of the Equipment, breach of this Agreement or any breach of any law or regulation.

11 GST

- 11.1 The parties agree that:
- (a) expressions used in this clause have the meaning given to them in the GST Act;
 - (b) the Purchase Price is exclusive of GST and the Buyer must, in addition to the Purchase Price, pay to the Buyer the GST Amount in respect of the sale of the Equipment; and
 - (c) the Buyer is not obliged to pay the GST Amount on the Purchase Price until the School has provided the Buyer a Tax Invoice.

12 ENTIRE AGREEMENT

- 12.1 These terms and conditions set out the entire understanding between the parties with respect to the sale of the Equipment. No other terms, whether express or implied, shall apply and the provision or acceptance of a purchase order from the Buyer shall not form a separate agreement between the parties.

13 SURVIVAL

- 13.1 All provisions of this Agreement shall survive any termination of this Agreement.
- 13.2 It is not necessary for the School to incur an expense, or make any payment, before enforcing a right of indemnity conferred by this Agreement.

14 SEVERABILITY

- 14.1 If any provision of this Agreement becomes invalid, illegal, or unenforceable in any respect

under any law, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired and the remaining provisions of this Agreement will continue in full force and effect as if the offending provision had been deleted from this Agreement.

15.1 This Agreement will be read and construed according to the laws of Western Australia and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.

15.2 A variation to the terms and conditions of this Agreement must be in writing and signed by both parties.

15 MISCELLANEOUS

SIGNED for and on behalf of **CATHOLIC EDUCATION WESTERN AUSTRALIA LIMITED**, ABN 47 634 504 135 trading as **INSERT SCHOOL NAME**, ABN **insert ABN** by its duly authorised representative:

Authorised Representative

Date

Name of Authorised Representative

Position (please print)

SIGNED by **Insert Name**:

Signature

Date

Name (please print)