

Terms & Conditions of Loan Equipment

The BRP Corporation Pty Ltd (ABN: 88 643 505 908) (BRP) Terms and Conditions govern the supply of demonstration products. These Terms and Conditions always apply.

1. BRP RESPONSIBILITIES

- a) BRP will provide product/s that are fully tested and operational prior to shipping.
- b) Shipping products to the Requesting Party will be at BRP's cost.
- c) BRP will advise via tracking number the carrier and expected date of receipt. Receipt dates are subject to change without notice.

2. CUSTOMERS RESPONSIBILITIES

- a) All products provided by BRP will be the responsibility of the Requesting Party from time of receipt of products to time of receipt or products to BRP's corporate office in Victoria. If any product is lost or damaged (as deemed by BRP) the Requesting Party agrees to pay for the products to be replaced and/or associated repair fees plus 20%. BRP will provide receipts to the requesting party as evidence for final payment. The Requesting Party agrees to make payment within 7 days from receipt of invoice.
- b) Requesting Party acknowledges and accepts the potential risks (human or other) associated with the supply of products and always agrees to hold harmless BRP.
- c) Requesting Party agrees to return the product/s on or early than the date agreed and all costs to return the products will be born by the Requesting Party. The Requesting party must package all products in a manner that facilitates the collection of the products by a third-party courier. Delays caused by incorrect packaging will incur a fee of \$250 per day plus GST.

5. LIMITATION OF LIABILITY AND REMEDIES

- a) Regardless of the basis on which the Requesting Party may be entitled to recover damages from BRP, for any claim (including fundamental breach, negligence misrepresentation or other tort), BRP's maximum aggregate liability under this Agreement will be \$2250.00 AUG Ex GST. BRP will not be liable for any special, incidental, or indirect damages or for any economic, consequential damages (including lost profits or savings). This clause applies regardless of anything else in this Agreement to the extent permitted by law

6. GENERAL

- a) BRP will not be liable for delays or for non-performance, due to causes beyond its reasonable control.
- b) Disputes arising in connection with these Terms will be governed by the laws of the State of Victoria, Australia.
- c) Either party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.
- d) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- e) These Terms and Conditions constitute the entire agreement between BRP and the Requesting Party, and supersede any previous communications, representations, or agreements between the parties, whether oral or written. The Requesting Party's additional or different terms and conditions will not apply.