



TERMS AND CONDITIONS – PERIODIC SERVICING

1. Acceptance of Terms and Conditions

- 1.1. “RDO” means RDO Equipment Pty Ltd ABN 58 060 286 759. Customer means the party named in the Schedule.
- 1.2. These terms and conditions (“Periodic Servicing Terms”) are deemed to be accepted by the Customer upon either of the following occurring:
 - i) an Order (specifying Periodic Servicing) is signed by the Customer; or
 - ii) the Customer otherwise instructing RDO to supply the Services.

2. Scope of Services

- 2.1. Periodic Servicing is the supply of preventative maintenance services by RDO (“the Services”) outlined in the Schedule on Customer-purchased machines (“the Equipment”), in accordance with the operation and maintenance manual (“the Manual”) supplied with the Equipment.
- 2.2. Additional Equipment may be added to the Schedule at any time with the written agreement of both parties.

3. Fees

- 3.1. RDO’s supply of the Services shall be in accordance with the Fees in the Schedule. All values shown in the Schedule are exclusive of GST. GST will be added to the Fees at the time of invoicing.
- 3.2. From time to time, RDO may be required to adjust the Fees in line with price rises to parts, labour and sundries. RDO reserves the right to review and adjust the Fees annually and the Customer agrees to pay the amended Fees on the following basis:
 - i) RDO will provide the Customer with reasonable written notice prior to the change coming into effect.
 - ii) The Customer may terminate the Services on giving a minimum two (2) days’ written notice of their intention to terminate following a price adjustment in accordance with this clause 3.2.

4. Customer Obligations

- 4.1. To maintain eligibility to receive the Services, the Customer must only have the Services carried out by an RDO service technician.
- 4.2. If the Customer is not meeting eligibility requirements as set out in this clause 4, RDO will work with the Customer to assist the Customer to meet its obligations.
- 4.3. RDO will review the Customer’s eligibility for Services annually and if the Customer is not meeting the eligibility requirements as set out in this clause 4, RDO reserves the right to terminate the Services upon providing the Customer seven (7) days’ notice.

5. Location, Availability and Accessibility

- 5.1. Unless otherwise agreed with the Customer, the Services will be undertaken by RDO during standard business hours.



5.2. Without limiting any of the Customer's other obligations set out in our Standard Terms, the Customer must:

- i) provide RDO a minimum of 50 operating hours' notice prior to the Services becoming due on the Equipment
- ii) provide reasonable and safe access to the Equipment. Where the Customer is not the owner of the site, Customer must obtain all necessary approvals and consents for RDO to access the site.
- iii) ensure Equipment is in reasonably clean condition and not in use during the performance of the Services.

6. Exclusions

6.1. RDO reserves the right to, in addition to the Fees, charge the Customer separately for:

- i) repair and adjustment required for items other than Periodic Servicing, including (but not limited to) damage through Customer's misuse, operation error, inadequate environment conditions or improper environment, power failure or attachments fitted to the Equipment which change the application of the Equipment and results in changes to the requirements of the Services.
- ii) Additional travel expenses incurred by RDO due to alternate location of Equipment, lack of Equipment availability or access to Equipment site.

7. Termination

7.1. Either party may terminate the Services by providing the other party with at least thirty (30) days' written notice.

7.2. RDO may terminate the Services immediately if the Customer trades or sells the Equipment.

8. Confidentiality

8.1. The Customer must not divulge or disclose any of RDO's confidential information, including the Fees ("Confidential Information"). The Customer must take all reasonable steps to ensure that any person to whom it discloses RDO's Confidential Information does not make public, or disclose, the Confidential Information. The restrictions in this clause do not apply where the relevant Confidential Information:

- i) is public knowledge (other than as a result of a breach of these Periodic Servicing Terms);
- ii) is required by law to be disclosed, provided the Customer has notified RDO of such requirement as soon as possible after becoming aware of such requirement; or
- iii) is disclosed to the Customer's directors, officers, employees, financial advisers, analysts and legal representatives for the purpose of exercising rights under and performing its obligations.



9. General

- 9.1. RDO may update or amend these Periodic Servicing Terms (including, subject to clause 3.2, our Fees) at any time. Any material changes will be communicated to the Customer as soon as reasonably possible. The Customer may stop using the Services if it does not agree to the changes. The Customer's acceptance of and/or continued use of the Services after the notification of changes to these terms and conditions or the Services will constitute the Customer's acceptance of changes.
- 9.2. These Periodic Servicing Terms form part of RDO's Standard Terms. In the event of any inconsistency between these Periodic Servicing Terms and another clause of the Standard Terms, these Periodic Servicing terms prevail to the extent of any inconsistency, but not otherwise.