

## Terms and Conditions of Repair Services

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Barhyd Pty Ltd (ACN 151 773 992). We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: [admin@barneshydraulics.com.au](mailto:admin@barneshydraulics.com.au)

*These Terms were last updated on 7 June 2024.*

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### OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information; and
- clause 10 (Liability) which sets out exclusions and limitations to our liability under these Terms.

These Terms do not intend to limit your rights and remedies at Law, including any of your Consumer Law Rights.

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### 1. Engagement and Term

1.1 These Terms apply from the Commencement Date until the date that is the earlier of:

- (a) the date set out in the Quote;
- (b) the date the Services are completed (as reasonably determined by us); or
- (c) the date on which these Terms are terminated,

**(Term)**

### 2. Services

- 2.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel. The Price includes all labour costs for our Personnel to attend your premises to perform on-site repair Services.
- 2.2 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.
- 2.3 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.
- 2.4 Notwithstanding clause 2.3, you agree that we may vary the Services or the Price at any time, by providing 30 days' written notice to you (**Variation Notice Period**). If you do not agree to any amendment made to the Services or Price, you may, before the end of the Variation Notice Period, terminate these Terms by giving us 30 days' notice in writing, in which case, the proposed variation will not come into effect and clause 11.3 will apply.

### 3. Your Obligations

3.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):

- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
- (b) provide us (and our Personnel) with access to your premises (and its facilities) and any other premises as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
- (c) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
- (d) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent; and

- (e) provide us and our Personnel with safe and reasonable access to the premises where the equipment (**Equipment**) is located to be repaired, including taking all necessary site safety inductions, in order for us to properly and safely perform the Services on-site. We reserve the right to refuse to provide the Services if we determine the site conditions to be unsafe.
- 3.2 If any delay occurs in providing the Services due to lack of availability of standard parts or components, we will notify you and provide options and anticipated additional costs for using alternative parts, if available. You will approve any use of alternative parts and associated additional costs before we proceed.
- 3.3 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 3.

#### 4. Price and Payment

- 4.1 We will issue the final invoice to you one (1) Business Day after completion of the Services.
- 4.2 You agree to pay all invoiced amounts in accordance with the following Payment Terms:
- (a) if you have a 7 day trading account (**Trading Account**), payment in full within seven (7) Business Days from the date of the invoice.
  - (b) if you have a 30 day Trading Account, payment in full within thirty (30) calendar days from the date of the invoice.
- 4.3 Payment must be made by bank transfer or other method agreed between the Parties in writing.
- 4.4 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):
- (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
  - (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.
- 4.5 When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

#### 5. Warranties and Representations

- 5.1 Each Party represents and warrants that:
- (a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business; and
  - (b) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms.
- 5.2 You represent and warrant that:
- (a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
  - (b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur; and
  - (c) if you enter into these Terms as a trustee of a trust, then:
    - (1) you are the sole trustee of the relevant trust and have been validly appointed;
    - (2) you have full and valid power, authority, consents and approvals under the relevant trust to execute these Terms and carry out the transactions contemplated by these Terms; and
    - (3) you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under these Terms.

#### 6. Intellectual Property

- 6.1 As between the Parties:
- (a) we own all Intellectual Property Rights in Our Materials;
  - (b) you own all Intellectual Property Rights in Your Materials; and
  - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 6.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.

- 6.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Services, as contemplated by these Terms.
- 6.4 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our related bodies corporate, as that term is defined in the *Corporations Act 2001* (Cth)) and non-transferable right and licence to use Your Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under these Terms.
- 6.5 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) consent to our use or infringement of those Moral Rights.
- 6.6 This clause 6 will survive termination or expiry of these Terms.

## 7. Confidential Information

- 7.1 Subject to clause 7.2, each Party must (and must ensure that its Personnel) keep confidential, and not use (except to perform its obligations under this Agreement) or permit any unauthorised use of, information provided by the other Party, including information about this Agreement and the other Party's business and operations.
- 7.2 Clause 7.1 does not apply where the disclosure is required by Law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 7.1.
- 7.3 This clause 7 will survive the termination of these Terms.

## 8. Privacy

- 8.1 If you are required to provide us with Personal Information so that we can provide the Services, you agree to comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth), and any other applicable Laws relating to privacy (**Privacy Laws**).
- 8.2 Without limiting this clause 8, you must ensure that:
- (a) you have collected, used, stored and otherwise dealt with Personal Information in accordance with all Privacy Laws; and
  - (b) we are capable of collecting, using, storing and otherwise dealing with Personal Information, in the manner contemplated by these Terms, without infringing any third party rights or violating any Privacy Laws.
- 8.3 Without limiting this clause 8, you agree to only disclose Personal Information to us if:
- (a) you are authorised by the Privacy Laws to collect the Personal Information and to use or disclose it in the manner required by these Terms; and
  - (b) you have informed the individual to whom the Personal Information relates, that their Personal Information will be disclosed to us.
- 8.4 We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under these Terms, and in accordance with any applicable Laws.

## 9. Australian Consumer Law

- 9.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.
- 9.2 Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.
- 9.3 This clause 9 will survive the termination or expiry of these Terms.

## 10. Liability

- 10.1 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by Law:
- (a) neither Party will be liable for Consequential Loss;
  - (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
  - (c) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and

- (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

10.2 This clause 10 will survive the termination or expiry of these Terms.

## 11. Termination

11.1 Either Party may terminate these Terms at any time by giving 30 days' notice in writing to the other Party.

11.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

11.3 Upon expiry or termination of these Terms:

- (a) we will immediately cease providing the Services;
- (b) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
- (c) by us pursuant to clause 11.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
- (d) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 7.

11.4 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

11.5 This clause 11 will survive the termination or expiry of these Terms.

## 12. General

12.1 **Amendment:** Subject to clauses 2.3 and 2.4, these Terms may only be amended by written instrument executed by the Parties.

12.2 **Assignment:** Subject to clauses 12.3 and 12.11, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

12.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

12.4 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first complying with this clause 12.4. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute.

If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may:

- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre, to be conducted in Perth, Western Australia, in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation.
- (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Perth, Western Australia, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

12.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

- 12.6 **Governing Law:** These Terms are governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 12.7 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 12.8 **Publicity:** Despite clause 7, with your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.
- 12.9 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 12.10 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 12.11 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.
- 12.12 **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

### 13. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

**ACL or Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, as amended, from time to time.

**Business Day** means a day on which banks are open for general banking business in Perth, Western Australia, excluding Saturdays, Sundays and public holidays.

**Commencement Date** means the date that is the earlier of:

- (a) the date that you accept the Quote;
- (b) the date that you ask us to begin supplying the Services; or
- (c) the date that you make part or full payment of the Price.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price and any Expenses will not constitute "Consequential Loss".

**Consumer Law Rights** has the meaning given in clause 9.1.

**Expenses** means any third party costs or disbursements, reasonably and directly incurred by us and approved in advance by you for the purpose of the supply of the Services.

**Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

**Intellectual Property Rights or Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**Law** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or

indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

**Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth) and includes any similar rights in any jurisdiction in the world.

**New Materials** means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the Commencement Date and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

**Our Materials** means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

**Payment Terms** means the timings for payment of the Price and any Expenses, as set out in the Quote.

**Personal Information** means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual who is identified or reasonably identifiable.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Price** means the price set out in the Quote, as adjusted in accordance with these Terms.

**Quote** means the document to which these Terms are attached or incorporated.

**Services** means the repair services set out in the Quote, as adjusted in accordance with these Terms.

**Terms** means these terms and conditions and any documents attached to, or referred to in, each of them.

**Your Materials** means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.

#### 14. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to time is to local time in Perth, Western Australia; and
- (g) a reference to \$ or dollars refers to the currency of Australia from time to time.

## ANNEXURE A – WARRANTY AGAINST DEFECTS

### WARRANTY AGAINST DEFECTS

In this Warranty:

**We, us, or our** means Barhyd Pty Ltd (ACN 151 773 992) and our contact details are set out at the end of this warranty;

**You, or your** means the person, organisation or entity specified in the Repair Services Agreement;

**Services** means services supplied by us pursuant to the Repair Services Agreement.

This warranty is attached to and forms part of Repair Services Agreement.

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

#### 1 Warranty

- 1.1 We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).
- 1.2 Subject to the terms of this Warranty, if during the first 90 days from the date of purchase of the Services (**Warranty Period**) the Services prove defective by reason of improper workmanship or materials, we will resupply the Services and replace or repair any defective Equipment or part/s. Your Consumer Law Rights may extend beyond the Warranty Period.
- 1.3 This Warranty does not apply to any equipment or parts that are covered by the manufacturer's warranty under a Supply of Goods Terms and Conditions.

#### 2 Making a valid warranty claim

- 2.1 To claim the benefit of this Warranty, you must:
  - (a) notify us by email as soon as you become aware that the Services are defective and in any event, within 14 days of when you become aware that the Services are defective;
  - (b) allow us sufficient access to your site to inspect your Services;
  - (c) provide any other information reasonably required by us to assess your claim.
- 2.2 Where we accept your claim under this Warranty, clause 1.2 will apply.

#### 3 When this warranty applies and when it does not

- 3.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
  - (a) product failure unrelated to the Services;
  - (b) act or omission, accident, or negligence by you or any third party not engaged by us;
  - (c) failure on your part to follow any instructions or guidelines (including any manual) provided by us in relation to the Services;
  - (d) use of the Services otherwise than for any application or use specified by us;
  - (e) continued use of the Services (where such use is not reasonable) after any defect in the Services becomes apparent or would have become apparent to a reasonably prudent person;
  - (f) failure by you to notify us of any defect in the Services within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect; or
  - (g) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our reasonable control).
- 3.2 **Additional Expenses:** Any works or services requested by you to be performed by us (including any work or services that are additional to repairs carried out by us pursuant to clause 1.2 and deemed by us to not be covered under this

Warranty may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

#### 4 General

- 4.1 **Repair Services Agreement prevails:** This Warranty is subject to the Repair Services Agreement and in the event of any inconsistency or ambiguity between this Warranty and the Repair Services Agreement, the Repair Services Agreement will prevail.
- 4.2 **Scope:** This Warranty is only valid and enforceable in Australia and is governed by the laws of Western Australia.
- 4.3 **No third party reliance:** The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.
- 4.4 **No Assignment or transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 4.5 **Severance:** If any provision of this Warranty is held to be void, invalid or illegal or unenforceable in any jurisdiction, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or part of that provision) will be severed from this Warranty without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

#### Contact us for further details:

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