

GraysAssure Policy

Grays eCommerce Group Limited ABN 94 125 736 914 ("**Grays**") provides this GraysAssure Policy ("**Policy**") to inform you of our policies and procedures regarding equipment that has received the GraysAssure certification ("**Equipment**"). All matters relating to GraysAssure are governed by the terms and conditions of this Policy, and by Grays User Agreement (located at <https://www.grays.com/content.aspx?block=Terms>) governing the sale and purchase of the Equipment ("**User Agreement**"). To the extent of any conflict or inconsistency between the User Agreement and terms and conditions of this GraysAssure Policy, the terms and conditions of this GraysAssure Policy shall prevail, but only to the extent of any conflict or inconsistency and only in respect of Equipment where the this GraysAssure Policy applies.

Important:

By buying Equipment labelled with:



and where we provide a Summary Report

you accept the terms and conditions in this Policy which you should read in full but which include the following important terms and conditions:

When this Policy applies

- This Policy only applies to certain good being the Equipment which is part of the GraysAssure program.

Consumer Law

- Nothing in this Policy restricts or excludes any right you may have under the Australian Consumer Law, any Australian State and Territory laws relating to consumer protection and/or the consumer protection laws of any country (**Consumer Protection Law**). To the extent, this Policy is inconsistent with any Consumer Protection Law, the Consumer Protection Law will apply. You can find out more about your consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State or Territory fair trading authorities.

Exclusion of Liability and Responsibility

- Subject always to the Consumer Protection Laws, Grays excludes all liability and responsibility for:
 - claims under this Policy made after the Eligible Dispute Period (as that term is defined in clause 3.1);
 - identifying any defects in the Equipment;
 - Equipment operating manuals or keys;
 - any changes in Equipment condition as a result of exposure to the elements, including damage that occurs during transportation;
 - failure of electronic control modules for systems or components, electronic displays, or consumables (e.g. batteries, fluids, lights, belts, tires, brakes, bulbs, starters, alternators, Freon and filters);
 - actual hours/kilometres on Equipment; and
 - verifying differential interlocks, full transmission shifting and functionality of all drive axles.

This notice also serves as the Disclosure Notice in accordance with section 47A of the Fair Trading Act 1987 (NSW) to extent these laws apply.

1. Description

1.1 If indicated by an GraysAssure certification icon in an Equipment listing, a look over of the externally visible components of the Equipment ("**Review**") was performed and a report was generated that includes comments and photos of the certain visible external components of the Equipment ("**Summary Report**").

1.2 Summary Reports are solely for the purpose of reporting on the visible appearance of the Equipment's major systems and attachments on the day of the Review and do not include any testing of functionality such as load testing or digging/lifting.

1.3 Grays' Reviews are NOT intended to detect latent or hidden defects or conditions that could only be found by dismantling the Equipment or use of diagnostic equipment or techniques. In no event will Grays be liable or responsible for not identifying those or any other defects.

1.4 The Summary Report and the copyright contained in the Summary Report is and will remain the property of Grays and you must not alter or misrepresent the contents of the Summary Report in any way or display, publish sell, assign, transfer, reproduce, disseminate or otherwise distribute the Summary Report without Grays' prior written consent unless permitted by law You may only use the Summary Report for your personal use and no other purpose.

2. GraysAssure

2.1 Subject always to your rights under the Consumer Protection Laws and clause 6, under the GraysAssure certification program, if the Equipment purchased by you from Grays is not substantially as represented in the Summary Report and you are within the Eligible Dispute Period specified below, you may contact Grays Customer Care and submit a written dispute claim ("**Dispute Claim**") to Grays.

2.2 To be considered, each Dispute Claim must be:

- (a) in writing and sent via email to **assure@grays.com.au**;
- (b) within the Eligible Dispute Period (as that term is defined in clause 3.1); and
- (d) satisfy the dispute conditions contained in clause 4(a) to (q) below ("**Dispute Conditions**").

3. Eligible Dispute Period

3.1 For a Dispute Claim to be considered, you must review the Equipment and submit a Dispute Claim prior to the first occurrence of any of the following ("**Eligible Dispute Period**"):

- (a) **Passage of Time** - ten (10) business days (meaning a day that is not a Saturday, a Sunday or a public holiday or bank holiday in Sydney, New South Wales, Australia ("**Business Day(s)**")) after the date of the Grays invoice issued for the Equipment.
- (b) **Self-Transported Equipment** (e.g. vehicles or self-transported items) - At the time the Equipment leaves the point of pick-up at the Seller's or Grays' location for Equipment. You are encouraged to examine the Equipment thoroughly prior to removing it from the location.
- (c) **Transported via Common Carrier** - Equipment delivered to the Buyer's designated location within Australia for Equipment sold from Australia.
- (d) **Export** - At the time Equipment leaves relevant port of export, if the Equipment is to be delivered outside the country where the Equipment is located, subject to paragraph (c) above for Equipment located in Australia.
- (e) **Disassembly** - At the time you or your agent or representative begins disassembly of Equipment from its "as-inspected" configuration, including disassembly for transport ("**Disassembly**").

3.3 Any Dispute Claim submitted after the Eligible Dispute Period will not be considered. You may elect to resell the Equipment through a Grays auction provided that you are liable for and pay for the costs and expenses incurred by Grays in order to resell the Equipment (which may include but are not limited to the cost of resale of the item, administration costs, restocking costs and any other reasonable costs) at the cost of the deductible (Equipment must be located in a country Grays is authorised to sell from and the Dispute Conditions must be satisfied).

4. Dispute Conditions

4.1 Each Dispute Claim is subject to each of the following Dispute Conditions:

- (a) Receipt by Grays of full payment of the total Invoice Amount (as that term is defined in the User Agreement) (“**Invoice Amount**”) in cleared funds.
- (b) Additional documents may be requested by Grays to process or verify a Dispute Claim. All requested documents must be returned to Grays within two (2) Business Days from the date the initial request is sent from Grays. Requested documents returned after two (2) Business Days will be subject to delayed resolutions or potential rejection of Dispute Claim.
- (c) For export items, Dispute Claims must be initiated and settled prior to export of the Equipment.
- (d) Ownership of the Equipment shall not have been assigned or transferred to another buyer.
- (e) The Equipment must be available for immediate re-inspection by Grays upon request.
- (f) Until a Dispute Claim is resolved, the Equipment may not be used, rented or leased and no changes to the condition of Equipment such as repairs or disassembly may be made. Notwithstanding the foregoing, you may move the Equipment around the lot, load/unload the Equipment, and operate the Equipment to verify the reported inspection condition after receipt of the Equipment; provided however that such operation does not result in the use of the Equipment for more than the lesser of (i) three (3) hours, or (ii) five (5) odometer kilometres from what is reported in the Inspection Report.
- (g) Grays shall not be liable or responsible for any incidental damage which does not negatively impact the standard operation of Equipment or substantially alter the value of Equipment.
- (h) Grays shall not be liable or responsible for Dispute Claims filed due to changes in Equipment condition as a result of exposure to the elements, including damage that occurs during transportation. Without limitation, Grays shall not be liable for failure of Electronic Control Modules for systems or components, electronic displays, or consumables (e.g. batteries, fluids, lights, belts, tires, brakes, bulbs, starters, alternators, Freon and filters).
- (i) Only substantial inaccuracies (being limited to inaccuracies with respect to year, make, model, hours and kilometres) in the items reported in the Inspection Report are covered by the GraysAssure Policy. In addition to items not discoverable on a general condition inspection, specific items that are not covered include:
 - i. conditions that can be identified only through the operation of a machine on a job site or under load capacity (e.g. digging, pulling, lifting, etc.);
 - ii. operating the machine through the full range of speeds required to evaluate all forward and reverse gears;
 - iii. replacement or addition of attachments to the machine,
 - iv. disassembly;
 - v. use of diagnostic or test equipment to evaluate characteristics such as engine compression;
 - vi. electrical systems, hydraulic systems, and leaks of any kind (including fluid and tires); and
 - vii. cosmetic damage which does not impact the performance or standard operation of the Equipment.
- (j) Grays makes every effort to accurately describe Equipment using common industry terms. However, Equipment, options and attachments can be known by different terms in different parts of the country or between countries. You must refer to the pictures contained in the Inspection Report to clarify your understanding of specific Equipment characteristics. Grays is not liable or responsible for any misinterpretation or oversight by you.
- (k) If available, year, make, and model is taken directly from the data plate.
- (l) Conditions visible in any of the Summary Report pictures (including the full-size image visible through zooming), whether or not specifically mentioned in the written narrative comments of the Summary Report, are not covered by the GraysAssure Policy.
- (m) Drivetrain operational tests are limited to low speed in a confined flat area without load. Differential interlocks, full transmission shifting and functionality of all drive axles cannot be fully verified. Inspector listens for abnormal noises, observes leaks and notes physical damage.
- (n) Grays shall not be liable or responsible for Equipment operating manuals or keys.
- (o) Grays makes no guarantees as to the actual hours/kilometres on Equipment. Grays can only report what can be visually observed.

5. Adjudication of Equipment and Dispute Claims

- 5.1 Grays shall review (and to the extent necessary, investigate by reviewing the Equipment and/or requesting any further supporting information) and adjudicate of any Dispute Claim submitted within the Eligible Dispute Period. Based on the Dispute Claim and any additional requested documents provided in accordance with clause 4.1(b), Grays shall, acting reasonably and subject to the Dispute Conditions, determine whether the Equipment is as substantially represented in the Summary Report. All such reasonable determinations made by Grays shall be final.
- 5.2 If the Equipment is not as substantially represented in the Summary Report, Grays shall determine an appropriate amount to be refunded to you based on the extent to which the Equipment is not as substantially represented in the Summary Report.
- 5.3 A full refund will be subject to you returning the Equipment to Grays.
- 5.3 In the event of a refund to you relating to a Dispute Claim, Grays shall remit all funds in the manner in which you submitted payment of the Invoice Amount (i.e. electronic funds transfer to your account or refund on your credit card).

6. Your rights under consumer laws

- 6.1 Your rights in this Policy are in addition to any rights you have as a consumer under the Australian Consumer Law, any other Australian State and Territory laws and/or the consumer protection laws of any other country which may apply to you. Nothing in this Policy is intended to restricts or excludes any rights you may have under the Australian Consumer Law, any other Australian State and Territory laws and/or the consumer protection laws of any other country.
- 6.2 To the extent that this Policy is inconsistent with Australian Consumer Law, any other Australian State and Territory laws and/or the consumer protection laws of any other country, then Australian Consumer Law, the relevant Australian State and Territory laws and/or the consumer protection laws of any other country shall apply and take precedence.
- 6.3 With respect to Australian Consumer Law and Australian State and Territory laws, you can generally find out more about consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State or Territory fair trading authorities.
- 6.4. Mandatory wording

To the extent the GraysAssure program is taken to be providing a warranty against defect for the purpose of the Australian Consumer Law, the following applies:

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