

ATV75

Operator's & Parts Manual



ATV75 - GA4905985

ATV75 Boom Ready - GA4905990

GA8700277 REV 0.0 DEC 15



GOLDACRES
Australia's World Class Sprayers

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Please note: All information in this operator's manual is based on the latest product information available at the time of printing. The policy of Goldacres is one of continuous improvement and as such, Goldacres reserve the right to alter any specifications and designs without notice and without incurring any obligation regarding such changes. No part of this manual may be reproduced without written permission from Goldacres. All photographs and technical information remain the property of Goldacres.

General Information & Specs

Tank:

All tanks are constructed from UV resistant polyethylene. Polyethylene tanks have a very high chemical resistance.

Due to the rotomoulding process, there can be a variance in the overall dimensions of the tank which in turn results in variations to the tank capacity. For this reason, any calibration markings should be used as a guide only.

Filtration:

Filtration is a critical part of the sprayer's performance.

ATV75 is fitted with an inline suction strainer. It is important that the strainer is cleaned out regularly.

Pump:

The pump is critical to any sprayer performance. Correct operation and maintenance of the pump will ensure the sprayer is able to perform to its capabilities. Make sure the pump wires are connected up to the correct terminals (red to positive, black to negative).

Always flush pump with clean water after every use. Prolonged chemical contact can severely damage valves, diaphragms and seals.

Do not leave water in pump if sprayer is to be left in a cold environment. The water may freeze and cause damage to pump. Empty pump of all water and cover the pump to ensure this situation does not arise. If this has not been done, and there is a possibility there may be frozen water in the pump, wait until any ice has thawed before using the pump.

The 12 volt pumps are positive displacement diaphragm pumps which provide delivery upon demand.

They are self-priming and some models are fitted with a pressure switch which senses the outlet pressure of the pump. The pressure switch turns the electrical power off to the pump at a pre-determined high pressure point.

As the outlet side of the pump is opened, the pressure starts to drop and at a pre-determined point (typically 40-75 psi) contacts in the switch will lose causing the pump

to start automatically. The pump will then pump until the pressure reaches the shut-off pressure point.

CAUTION:

Do not adjust the pressure switch out so that the pumping pressure exceeds the maximum pressure for the pump.

If the flow demand is very low, the pump may reach this high pressure point and cause "cycling" (pump turns on and off rapidly).

This is not a problem unless the pump is subject to continuous cycling within two second intervals for long periods of time.

Altering the setting of the pressure switch, or adjusting the agitation ball valve so that there is some bypass back to the tank and altering the adjustable conejet nozzle on the gunjet will all remedy this situation, depending on what is most suitable.

Chemical Induction:

Chemical should be put into the main tank through the main tank lid. It is important to ensure that chemical is thoroughly mixed prior to spray application.

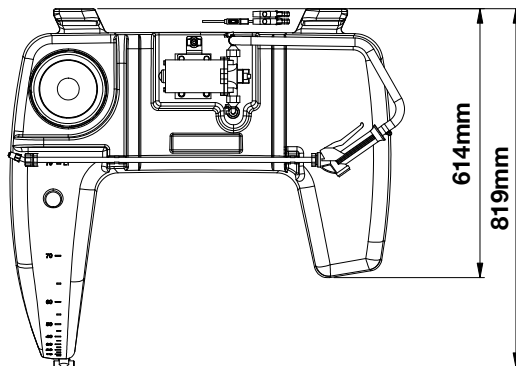
Nozzles:

As information regarding nozzles is specific to those being used in your application, no specific reference is made to nozzle application rates or nozzle types in this operator's manual. Goldacres suggest the use of a current nozzle selection catalogue for reference to nozzle sizes, outputs, spray patterns and general spraying information. Goldacres recommends Lechler nozzles.

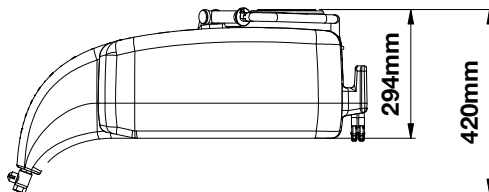
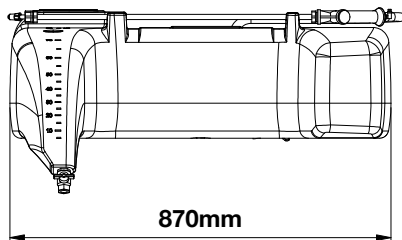
Identification

When ordering parts or requesting service information for your sprayer it is important to quote the serial number of your machine, and the purchase date, in order to receive accurate information. The location of the serial number is shown in the picture. This number is located on the warning decal as indicated below.





Dimensions



Operation

Connections

The following steps should be followed when connecting to a power source:

1. Ensure that the battery is 12V DC
2. Connect the red connector to the positive (+) terminal and the black connector to the negative (-) terminal.

Filling

When filling the sprayer it is necessary to use an external water source and wear the appropriate PPE.

The following steps should be followed when filling the tank:

1. Turn the pump off
2. Remove the tank lid
3. Add chemical as required. When filling with water, after adding the chemical, some agitation will take place.
4. Use external water source to fill main tank (Do not exceed the tank capacity)
5. Replace the tank lid and ensure that it is secure prior to switching on pump. You are now ready to use the sprayer.

Calibration

All sprayers need to be calibrated and kept in good condition. This will ensure that the correct rate of chemical is applied to the target.

Follow these steps to calibrate the sprayer:

1. Measure the spray width of the nozzle on a dry surface (in metres)
2. Spray a test area at the intended pressure and speed. Record distance (in metres) covered in one minute (minute)
3. Measure the nozzle output in litres over one minute in a measuring jug (l/min)

The spray volume can be calculated by the following formula:

$$\text{Application rate (L/Ha)} = \frac{\text{Nozzle output (l/min)} \times 10,000}{\text{Spray width (m)} \times \text{speed (m/min)}}$$

Spray Application

After completing the filling process, you are now ready to start spraying.

NOTE: It is the responsibility of the operator to ensure that the chemical mix is sufficiently agitated and that the conditions are right to start spraying. Operators must wear the appropriate PPE.

1. Switch “On” pump
2. Allow pump to build pressure
3. Engage the trigger on the spray lance to start spraying
4. Adjust the nozzle pattern as required by rotating the nozzle in the appropriate direction
5. Use a consistent speed or swath pattern to ensure even coverage of the target, or adjust the method of application according to your target

Agitation

Agitation should take place when filling or through another method as deemed suitable by the operator.

Flushing

The following information is provided as a general guide for flushing your sprayer after a spray application

For more specific information regarding

flushing, and decontamination, specific to the products that you are applying, it is recommended that you consult the chemical label or your chemical supplier.

1. Turn pump off
2. Add a quantity of fresh water to main tank and then drain.
3. Add a quantity of fresh water, and decontaminating agents if required, to main tank.
4. Turn on pump, and spray fresh water through the lance / gun. This will ensure that fresh water has circulated through the pump and lance.
5. Drain remaining contents of fresh water. The sprayer is now ready for storage.

Storage

If the sprayer is to be stored for a long period of time without use, there are several tasks that need to be performed.

1. Clean the sprayer thoroughly as described under “flushing”
2. Store the sprayer out of direct sunlight and where it will not be affected by frosts
3. Ensure that the main tank is empty
4. Protect hoses and electrical connections

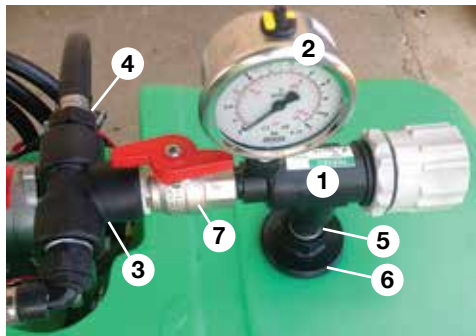
Key parts

Pos	Part No	Description	Qty
1	GA5071300	75 Ltr Atv tank with lid	1
2	GA5023400	Shurflo 8000 pump	1
3	GA5022255	Wiring Loom with in line fuse	1
4	GA1100003	CT Trigger gun CP500	1
5	38720-PPB	Nozzle	12
6	HOS10P	10mm Pressure hose	1
7	GA4523505	Serial Number Plate	1



Pressure regulator* - parts

*Fitted as option



Pos	Part No	Description	Qty
1	23120-1/2-PP	Regulator Valve	1
2	GA4948470	Small face 160 psi Gauge	1
3	TEE050	½" Female Tee	1
4	HB050038	½" to ¾" straight hose tail	1
5	NIP050	½" Nipple	1
6	GA5071400	½" through tank fitting	1
7	GA5020615	½" Male/Female ball valve	1

Suction filter - parts

Pos	Part No	Description	Qty
1	305010	Filter	1
2	GA5012199	Grommet	1
3	GA5015187	Elbow ½" to ¾"	1



Maintenance & Troubleshooting

The troubleshooting information is provided as a reference when your sprayer is not

functioning correctly. To ensure that you receive the best possible service, it is recommended that you exhaust all applicable troubleshooting solutions shown prior to calling your dealer for service advice.

Problem	Possible Cause	Possible Remedy
Pump not priming	Valves damaged Restriction in suction line Restriction in delivery line Diaphragm damaged	Check, clean and/ or replace valve kit Check suction line Check delivery line Replace diaphragm
Pulsating liquid flow	Pump switching on and off due to pressure switch Pump sucking air	Alter settings of the pressure switch Alter the adjustable conejet nozzle Restricted pump delivery Check suction line
Pump pressure lower than expected	Suction filter screen blocked Restriction in suction line Valves damaged Diaphragm damaged Pump sucking air Insufficient voltage	Clean screen Check hoses, fittings and tank outlet Check/or replace valve kit Check/or replace diaphragm Check suction line Check power supply
Pump stopping and starting when not in use	Valves damaged Insufficient voltage Damaged diaphragm	Check valves Check power supply Check/or replace diaphragm

Spraylance gun

The model CP500 spraylance is a lightweight lance designed for use with low pressure spraying systems. The Spraylance is made of moulded polypropylene and stainless steel for excellent chemical resistance and durability.

Features:

- 600mm spraylance
- Locking valve in open position for continuous flow

Repair Kit for CP500 - GA5071440

12v Shurflo 8000 Pump 6.8 l/min 107 psi

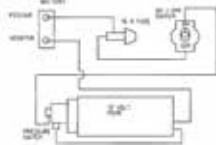
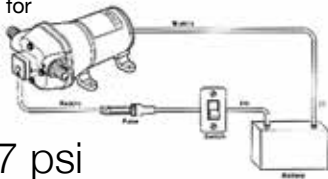
Service Kits

Kits are readily available to repair standard 8000 series pumps. Repair kits include

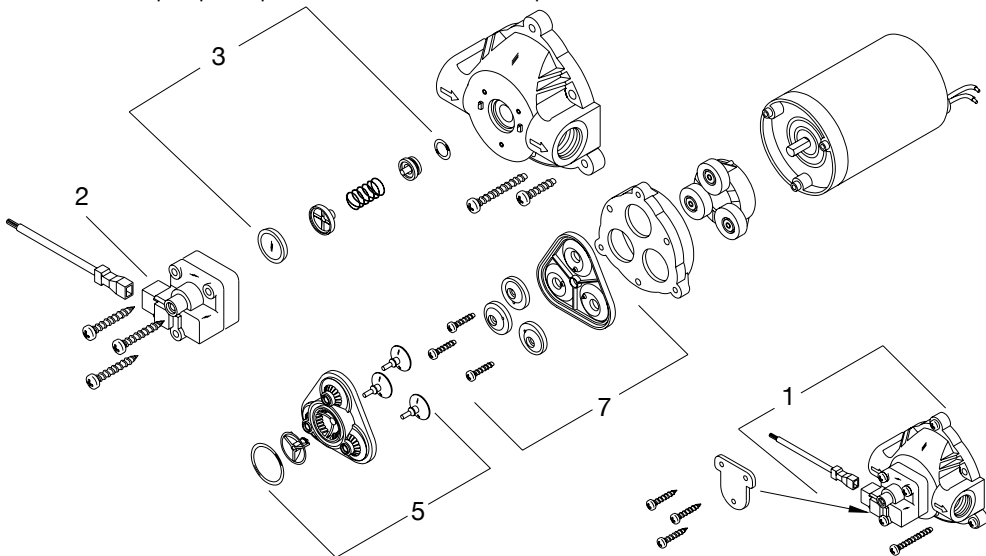
12v pump wiring diagram

Important: Use 14 gauge stranded wire up to 6 metres from power source and 12 gauge up to 18 metres from power source.

Connect Red to Positive (+) terminal and Black to Negative (-) terminal.



simple illustrated instructions allowing easy installation. To insure that the correct kit is received the model number and all name plate data must be included with the order.



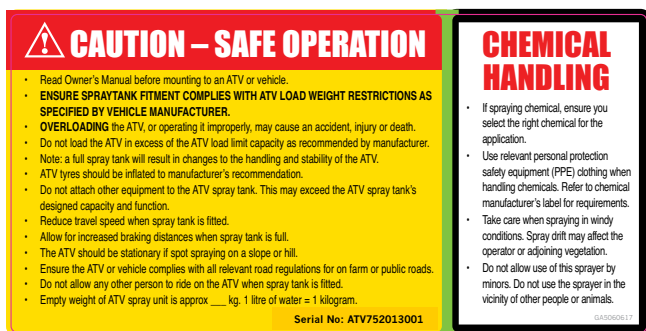
Pos	Part No	Description	Qty
1		Complete assembled pump head	1
2	GA5071545	Pressure switch assembly	1
3	GA5071560	Check valve components	1
4		Upper housing	1
5	GA5071550	Bypass valve and discharge valve assembly	1
6		Valve plate assembly	1
7	GA5071555	Diaphragm and piston components	1
8		Drive assembly	1
9		Motor assembly (less base plate)	1

Safety Decals

Understanding safety decals and their purpose assists in the safe operation of your sprayer. Safety decals are there for your protection and it is the responsibility of the owner operator to replace damaged and/or missing safety decals.

Regularly review safety decals with operators. It is very important to ensure that all new machine components and replacement parts include current hazard identification decals.

Replacement safety decals can be ordered from all Goldacres dealers.



GA5060617 Warning Label and Serial No.



GA8700409 ATV75 – Tank decal kit – Left & Right hand sides



GA8700410 ATV75 – Complete decal kit includes Left & Right hand side tank decals and all warning label

Important Safety Message for Owners & Operators

Do not load your ATV or other vehicle in excess of the ATV manufacturer's recommended carrying capacity.

Please consult your ATV operator's manual before mounting this ATV tank.

It is important to understand that any loads or attachments you place on your ATV will have an impact on the stability and handling characteristics and that you should adjust your riding and operation of the ATV accordingly.

Do not fill this spray tank or other equipment to a level where the gross weight exceeds the manufacturer's recommended load limit of the ATV.

This ATV 75 spray unit weighs 14kg empty / 90kg when filled to the maximum recommended level.

Do not fit the spray tank to the front of your ATV.

Safety is Goldacres primary concern in the design, manufacture, sale, and use of this ATV spray tank and other equipment.

IMPORTANT: Failure to adhere to these recommendations or follow these rules may result in injury or death to the operator and/or bystanders.

Anyone involved in the use or operation of the ATV and ATV spray equipment should be aware of, and trained in appropriate safety recommendations including those contained in this manual.

CAUTION

- Fully read the Owner's Manual before mounting this spray unit to an ATV or vehicle.
- Before mounting to an ATV or vehicle ensure that fitment complies with weight restrictions as specified by ATV or vehicle manufacturer.
- **OVERLOADING** the ATV or vehicle, or operating it improperly, may cause an accident, injury or death.
- Do not load the ATV in excess of the load limit capacity of the ATV as recommended

by the manufacturer.

- Filling the spray tank when fitted to the ATV will result in changes to the handling and stability of the ATV.
- ATV tyres should be inflated to the manufacturers recommended operating pressures.
- Do not attach other equipment to the ATV spray tank. This may exceed the ATV spray tank's designed capacity and function.
- Reduce speed when operating the ATV spray tank when tank is loaded.
- Allow for greater braking distances when the ATV spray tank is loaded.
- To reduce possible ATV instability it is recommended the ATV be stationary if spot spraying on a slope or hill.
- Ensure the ATV or vehicle complies with all relevant road regulations for use on farm or public roads.
- The empty weight of this unit is approximately 14kg. Remember: 1 litre of water = 1 kilogram.
- Do not allow any other person to ride on the ATV at the same time this ATV spray tank is fitted.
- If spraying chemical, ensure you select the right chemical for the application.
- Use relevant personal safety protection (PPE) clothing and equipment when handling chemicals. Refer to chemical manufacturer's label for requirements.
- Take care when spraying in windy conditions. Spray drift may affect the operator or adjoining vegetation.
- Do not allow use of this sprayer by minors.
- Do not use the sprayer in the vicinity of other people or animals.

Safety

General

The following pages outline important safety information. At Goldacres safety is a high priority. These safety and warning instructions **MUST** be followed to ensure the safe operation of your Goldacres equipment.

Explanation of key terms used in this operator's manual are:

DANGER - You will be killed or seriously hurt if you don't follow instructions

WARNING - You can be seriously hurt if you don't follow instructions

CAUTION - You can be hurt if you don't follow instructions

NOTE - Is used to notify people of installation, operation or maintenance information that is important but not hazard related.

The Operator

All operators of this equipment should be adequately trained in the safe operation of this equipment. It is important that all operator's have read and fully understand the operators manual prior to using this equipment.

All new operators should be trained in an area without bystanders or obstructions and become familiar with the sprayer prior to operation.

Safety Precautions

Warnings

- Any unauthorised modifications to this equipment may affect its function and create a serious safety risk.
- Never attempt to clean parts or nozzles, by blowing with mouth.
- Never attempt to siphon chemicals, or substances, by sucking.
- It is imperative that the vehicle manufacturer's specifications be checked and all instructions for use when transporting, or towing, be adhered to at all times.
- Care should be taken when transferring liquid into the tank to ensure that the

gross weight of the equipment does not exceed the carrying, braking and/or towing capacity of the vehicle to which the equipment is attached as specified by the vehicle manufacturer.

NOTE: 1 LITRE WATER = 1KG.

- Water weighs 1kg per litre, however conversion factors must be used when spraying liquids that are heavier or lighter than water. Example: liquid urea has a density of 1.28 kg/L and will therefore be significantly heavier than water if the tank is filled completely.
- Suitable care should be taken when driving with the equipment attached to the vehicle. Consideration should be given to both the carrying capacity of the vehicle and the gradient of the terrain when determining the speed at which the vehicle can be driven safely.
- Ensure that the maximum speed of the vehicle, when loaded, is within the vehicle manufacturers limitations.
- Ensure equipment is securely fastened, or attached to the vehicle at all times.
- Never stand within the radius of boom wings.
- Regularly check the pump mounting bolts. The pump will always vibrate to some degree when operating, and this may work the bolts loose.

Cautions

- A supply of fresh water should be with the equipment at all times.
- Standard polyethylene tanks are not designed for use with diesel fuel or any flammable liquid.
- Do not use this machine in ambient temperatures exceeding 40 degrees Celsius.
- Ensure that all bolts are tightened and secured before operation.
- Where fitted, always ensure that the boom is securely supported when travelling.
- Area surrounding equipment may become slippery when wet.

Notes

- Always read and understand the operator's manual prior to operation of this equipment.
- It is the responsibility of the operator to ensure that there are no decals missing from the equipment and that any damaged or missing decals are replaced prior to operation.
- Goldacres equipment ordered or operated, outside the guideline limitations may not be warranted by Goldacres for successful performance. Operators working outside these limitations do so at their own risk, unless specific advice has been sought from and provided by Goldacres in writing.
- Always read and follow the chemical manufacturer's guidelines for safe application as per the chemical label. Particular attention should be given to the recommended target application rate of the chemical being applied as per the chemical label.
- Inspect the equipment thoroughly for damage and wear before operation.
- Flush chemicals from equipment immediately after use.
- Certain chemicals may be unsuitable for use with Goldacres standard plumbing designs. Consult your Goldacres dealer if in doubt.
- Do not operate the equipment while under the influence of any drugs, alcohol or if excessively tired.
- Make sure that the equipment complies with all relevant road regulations when transporting.
- When draining fluids from the equipment use appropriate, leak proof containers. Do not use food or beverage containers as someone may consume the contents by mistake.
- After reading the operator's manual if there is any thing that you do not understand please contact your Goldacres dealer.

Safe use of chemicals

The safe use of Ag chemicals with this equipment is the responsibility of the owner/operators. All operators should be trained in the safe use of Ag chemicals. Goldacres suggest that a relevant course is completed by owners/operators prior to operation of this equipment as a spray unit.

Personal Protective Equipment (PPE)

Always wear close fitting clothing and safety equipment designed for the job.

Chemicals can be harmful to humans, appropriate PPE should be used when handling chemicals.

Always refer to the chemical manufacturers label for guidelines on the appropriate PPE to use with the chemicals you are using.

Goldacres also suggest that you read and understand the following Australian standards:

- Australian Standard for Chemical protective clothing AS3765
- Australian Standard for Respiratory protection devices AS1715

Airborne particles

Always stand well clear of equipment during operation. Any spray drift is dangerous and may be hazardous to humans and animals.

Fluids under pressure

Do not disconnect any hoses, nozzles or filters while equipment is operating. Disconnecting these components while under pressure may result in uncontrolled fluid discharge which may be hazardous.

When the repair is complete ensure that all fittings and lines are secured before re-applying pressure.

Warranty

How to make a warranty claim

In the event of a fault or breakdown with your product, that you believe to be a warranty issue, the following steps must be taken.

1. Ensure that you have read the Operator's Manual and gone through the troubleshooting procedure.
2. If you continue to experience problems then please contact Goldacres on 03 5342 6399. The operator will advise the method of warranty service for your product.

Warranty exclusions

Machines must be registered for warranty before a warranty can be requested. All information on delivery and installation must have been submitted before a claim can be requested. If follow up inspections are required these must have been carried out before warranty is requested as well.

Goldacres 12 month standard warranty

Some common exclusions:

- Pump diaphragms
- Pump Seals
- Pump check valves
- Pump o-rings
- Filters and filter screens
- Filter o-rings
- Chemical Hoses
- Nozzle Bodies
- Nozzle Body Brackets
- Nozzle Diaphragms and seals
- Solenoid Diaphragms
- Hand Gun, lance or wand seals and o-rings
- Consumables, oil, chemicals, coolant or fuels.
- Hose reel seals and o-rings
- Pressurised sprayer seals and o-rings
- Belts drive chains.
- Wire cables
- Springs
- Shockers and dampeners
- Adjustment of components.
- Damaged items.
- Items controlled by or fitted to Non Genuine parts or devices

Goldacres Warranty Statement

This warranty is the only warranty applicable to Goldacres new products (Products) and to the maximum extent as permitted by law, is expressly in lieu of any other conditions or warranties expressed or implied in relation to the Product.

In Australia, Goldacres Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This Warranty gives you additional protection for your Goldacres product and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties subject to the exclusions, terms and conditions below.

Goldacres warrants its authorized Dealers who in turn warrants the original purchaser (Owner) that each new Goldacres Product will be free from proven defect in materials and workmanship for twelve (12) months from the date of delivery to the first owner according to conditions outlined herein.

Subject only to legislative obligations to the contrary, Goldacres shall not be liable for incidental or consequential damage resulting from ownership or use of a Product.

Goldacres does not authorize any person to create for it any other obligation or liability in connection with these products.

The repair of the defective Product qualifying under this warranty will be performed without charge for labour and parts by any authorized Goldacres service outlet within a reasonable time following the delivery of the Product, at the cost of the owner, to the service outlet / place of business advised

Goldacres in its absolute discretion may choose to pay the cost of replacement or repair of the product.

If the Product will be repaired or replaced, using parts as supplied by Goldacres, repair may include, at Goldacres discretion, the replacement of parts with functionally equivalent remanufactured, reconditioned or new parts.

Goldacres may request failed parts to be returned to the factory.

Conditions of Warranty Coverage

The warranty covers only conditions resulting directly from defects in workmanship or materials used under normal use and service conditions.

The Warranty is not transferable.

The owner is responsible for the performance of regular maintenance and service as specified in the owner's / operators manual applicable to the product. Failure to follow regular maintenance as advised may invalidate the warranty.

The owner must provide the Goldacres Dealer with prompt written notice of the defect (within 14 days of it occurring) and allow reasonable time for repair and/ or replacement.

Goldacres warranty cover excludes:

- Claims resulting from misuse, use of incompatible chemical or fluids, exceeding the Product's specifications including overloading, impact damage, negligence, accidental damage or failure to perform recommended service or service intervals or use the Product with good care.
- Failure due to faulty or inadequate electrical sources of power. 12 volt power sources must be checked for suitability to operate the product.
- The time taken to remove and re-install warranted parts, products or components fitted to other than Goldacres brand products will not be covered by Goldacres Warranty. Only labour and parts directly attributable to the repair of the Goldacres unit is covered.
- The cleaning of parts or products before or after the warranty repair. Cleaning time is considered a customer expense.
- Any Goldacres Product which has been repaired by other than an authorized Goldacres dealer in a way which, in the sole and absolute judgment of Goldacres, adversely affects its performance or reliability.
- The replacement of maintenance items such as diaphragms, batteries, belts, etc.
- Loss of time, inconvenience, loss of use of the product, liability to third parties or any other consequential damages including damage to crops, profits or revenue, other commercial losses inconvenience or cost of rental or replacement equipment.
- Incidental costs associated with a warranty repair including any travel costs, out of hours labour charges, transportation costs, freight costs or any communications costs.
- Goldacres products purchased at auction or in used condition.

Procedure for claiming:

Claims must be made through a Goldacres Dealer. To make a claim under this Warranty, you should

- Contact your local Goldacres Dealer,
- Phone 1300 301 853 to locate a Goldacres Dealer.

Owners returning products to a Goldacres Dealer will require the original Dealer tax invoice, a copy of the tax invoice or delivery docket and any instruction manuals, information booklets or guides that were shipped with the Product.

Terms and Conditions

Interpretation

1. In terms and conditions:
 - (1) "Goldacres" means Goldacres Trading Pty. Ltd. A.C.N. 061 306 732 trading as Goldacres Agricultural Equipment (its successors and assigns) which is the seller of the Goods;
 - (2) "Purchaser" means the purchaser of the Goods;
 - (3) "Goods" means the products and, if any, the services sold or provided by Goldacres to the Purchaser;
 - (4) "GST Act" and "GST" are given the meanings referred to in a New Tax System (Goods and Services Tax) Act 1999.
 - (5) "PPSA" means the Personal Property Securities Act 2009 (Cth) (as amended);
 - (6) Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying, any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

General

2. (1) The Goods and all other products or services provided by Goldacres are provided subject to these terms and conditions. These terms and conditions and any terms and conditions incorporated herein by virtue of clause 3 hereto shall prevail over all other terms and conditions of the Purchaser or otherwise to the extent of any inconsistency.
- (2) These terms and conditions may not be modified or amended without the expressed written consent of Goldacres endorsed by the Managing Director of Goldacres Trading P/L.

Additional Terms and Conditions

3. From time to time Goldacres may provide additional or extended warranties in respect of certain goods and/or services. Where such additional or extended warranties are provided to a Purchaser in writing they will be incorporated into these terms and conditions provided that in the event of any inconsistency between these terms and conditions and the terms of any additional or extended warranty, the provisions of the additional or extended warranty shall prevail.

Goldacres quotations.

4. Unless previously withdrawn, Goldacres quotations are open for acceptance within the period stated therein or, when no period is stated, with 14 days only of the quotation date. Goldacres reserves the right to refuse any order based on any quotation within 7 days of receipt of the order.

Packing

5. The cost of any special packing and packing materials used in relation to the Goods shall be at the Purchaser's expense notwithstanding that such cost may have been omitted from any quotation.

Shortage

6. The Purchaser waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with Goldacres within (7) seven days from the date of receipt of the Goods by the Purchaser.

Specifications, etc. Catalogues, etc. Quantities

7. All specifications, (including but not limited to: drawings, particulars of weights, volumes, capacities, dimensions, load factors) are approximate only and any deviation shall not be taken to vitiate any contract with Goldacres or form any claim against Goldacres. The descriptions, illustrations, and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the Goods. Where specifications, drawings or other particulars are supplied by the Purchaser, Goldacres' price is made on estimates of quantities required. Should there be any adjustments in quantities above or below the quantities estimated by Goldacres and set out in a quotation, then any such increase or decrease shall be adjusted on a unit rate basis according to unit prices set out in the quotation.

Performance, Capacities, Chemicals, Liquids, Application Methods, Environmental Effects

8. Any performance, volumes, and/or capacity figures given by Goldacres are estimates only. Goldacres shall be under no liability for damages for failure to obtain such figures unless specifically guaranteed in writing and any such written guarantee shall be subject to the recognised tolerances applicable to such figures. The suitability of chemicals and other liquids for any application and the application methods and the environmental effects shall be the sole decision and responsibility of the Purchaser and the user of the Goods. Goldacres gives no warranty as to the suitability of any chemicals or other liquids for any application, nor the application methods nor the environmental effects, which may result from the use of the Goods. Goldacres shall be under no liability for damages arising out of the use of any chemicals, liquids, or mixtures in the Goods nor for any application, nor for the application methods nor for the environmental effects, which may result from the use of the Goods.

Delivery/Service Times

9. The delivery times and service times made known to the Purchaser are estimates only and Goldacres shall not be liable for late delivery, non-delivery or delay and under no circumstances shall Goldacres be liable for any loss, damage or delay occasioned by the Purchaser or its customers arising from the late or non-delivery or late installation of the Goods.

Loss or damage in transit

10. Goldacres is not responsible for any loss or damage to Goods in transit. Goldacres shall render the Purchaser such assistance as may be necessary to press claims on carriers provided that the Purchaser shall have notified Goldacres and the carriers immediately the loss or damage is discovered on receipt of Goods and shall lodge a claim on the carrier within three days of the date of receipt of the Goods. Insurance of Goods in transit is the responsibility of the Purchaser.

Limit of Liability

11. (1) Goldacres liability for Goods manufactured by it is limited to:
 - (a) where the law implies consumer guarantees into these terms and conditions pursuant to Part 3.2 Division 1 of Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("consumer guarantees") which cannot be excluded and Goldacres breaches a consumer guarantee, the loss and damage the Purchaser is entitled to at law which cannot be excluded by these terms and conditions;

and, in all other cases

- (b) making good any defects by repairing the same or at Goldacres option by replacement within a period not exceeding either 1000 hours or twelve calendar months, whichever comes first, after the Goods have been dispatched provided that:
 - (i) the defects have arisen solely from faulty materials or workmanship;
 - (ii) the Goods have not received maltreatment inattention or interference;
 - (iii) accessories of any kind used by the Purchaser are manufactured or approved by Goldacres;
 - (iv) where applicable, the seals on the Goods remain unbroken;
 - (v) there has been no improper adjustment, calibration or operation;
 - (vi) the use of accessories including consumables, hardware or software (not manufactured by Goldacres) has been approved in writing by Goldacres;
 - (vii) no contamination or leakage has been caused or induced;
 - (viii) any modification to the Goods have been authorised in writing by Goldacres;
 - (ix) there has been no inadequate or incorrect use, storage, handling or application of the Goods;
 - (x) there has been no use or operation of the Goods outside of the physical, electrical or environmental specifications of the Goods;
 - (xi) there has been no inadequate or incorrect site preparations;
 - (xii) there has been no inadequate or improper maintenance of the Goods;
 - (xiii) it has not been caused by fair wear and tear; and
 - (xiv) firstly the Goods have been thoroughly inspected and any damage (from whatever cause) to the Goods (and in particular – the structure, welding, seams, bolts, booms) has been repaired prior to the Goods being operated, used driven or moved and on each occasion the tanks are filled; and
 - (xv) there has been no failure to comply with the requirements of all present or future laws or regulations relating to the Goods and/or the use and/or the operation of the Goods; and there has been no failure to maintain a record of hours of operation (which record shall contain full details of all inspections, repairs and maintenance) and produce same to Goldacres at the time of the claim;
 - (xvii) the defective Goods or any damaged part of the Goods are promptly returned free of cost to Goldacres or a representative of Goldacres;
 - (xviii) all warranty related repairs have been carried out with the prior authorisation of Goldacres;
- (2) If Goods or any part thereof are not manufactured by Goldacres, in particular engines, engine accessories, transmissions, transfer cases, differentials, tyres, tubes, batteries, radios and UHF's, the guarantee of the manufacturer thereof shall be accepted by the Purchaser and is the only guarantee given to the Purchaser in respect of the Goods or that part provided always that this clause does not seek to exclude the consumer guarantees;
- (3) In the case of hydraulic systems, Goldacres shall replace defective parts in accordance with clause 11(i) of these conditions, provided that the failure of the part was not related to contamination within the system, Goldacres shall not be liable for labour in the case of repairing hydraulic system defects;
- (4) Goldacres will not accept liability for damage attributed to fair wear and tear including but not limited to fair wear and tear to nozzles, chains, belts, filters, brake pads, polyethylene bushes and liquid pump valves, valve O-rings, diaphragms and seals;
- (5) Goldacres shall not be liable for and the Purchaser releases Goldacres from any claims in respect of faulty or defective design of any Goods supplied unless such a design has been wholly prepared by Goldacres and the responsibility for any claim has been specifically accepted by Goldacres in writing and in any event Goldacres liability hereunder shall be strictly limited to the replacement of defective parts in accordance with paragraph 11(i) of these conditions provided always that this clause does not seek to exclude the consumer guarantees;
- (6) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to the merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and Goldacres shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of Goldacres negligence or in any other way whatsoever;
- (7) The benefit of any warranty provided under these terms and conditions shall only be available to the Purchaser and shall not be transferable by the Purchaser;
- (8) The warranties provided under these terms and conditions do not extend to second hand or used Goods that may be sold by Goldacres.
12. Goldacres liability for breach of a consumer guarantee is hereby limited (in the case of goods and services not used for personal, domestic or household purposes) to:
 - (1) in the case of Goods, any one or more of the following:
 - (a) the replacement of the Goods or the supply of equivalent Goods;
 - (b) the repair of the Goods;
 - (c) the payment of the cost of replacing the Goods or acquiring the equivalent Goods;
 - (d) the payment of having the Goods repaired; or
 - (2) in the case of services;
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.

Prices

13. (1) Unless otherwise stated in writing by Goldacres, all prices quoted by Goldacres are inclusive of GST for supplies within Australia and exclusive of GST for exports outside of Australia. Prices quoted are those ruling at the time of quotation or the date the price is given and are based on rates of freight, insurance, customs, duties, taxes, exchange, shipping expenses, sorting and stacking charges, cartage, cost of materials and other charges affecting the cost of production ruling on that date and any alterations thereto either before acceptance of or during currency of the contract shall be to the Purchaser's account.
- (2) For the purpose of 38-185 of the GST Act, the day upon which the seller gives the invoice for the supply shall be the date of the invoice.

Payment

14. (1) The purchase price in relation to the Goods and the cost of the service shall be payable without deduction and or set off and payment thereof shall be made on or before the

- thirteenth day of the month following the delivery of the Goods or performance of the services unless other terms of payment are expressly stated in writing.
- (2) A decreasing or increasing adjustment and or the issuing of an adjustment note, pursuant to Division 21 and Division 29-C of the GST Act, shall not, in any way, constitute a release, waiver, and or forgiveness of the debt incurred by the Purchaser.

Interest on overdue payments

15. If Goldacres is not paid for any Goods or services on the due date specified in this agreement without prejudice to any other right or remedy, all outstanding money shall bear interest at the rate set, pursuant to the Penalty Interest Rates Act, Victoria, 1986, as such money, together with interest shall be recoverable forthwith from the Purchaser.

Rights in relation to Goods.

16. (1) At all times until the Debts have been paid in full the Purchaser shall be responsible for any loss or damage occasioned to the supplied Goods howsoever occasioned on a strict liability basis and shall indemnify Goldacres against any such loss or damage and shall insure and keep insured the Goods in the name of both the purchaser and Goldacres against such loss or damage to the full extent of the purchase price and shall provide a copy of such Insurance Policy to Goldacres.
- (2) The Purchaser shall have the right to resell Goods but only as fiduciary agent and trustee for Goldacres by way of bona fide sale at full market value and in the ordinary course of its business.
- (3) Until all the Debts have been paid in full:
- (a) the Purchaser shall take custody of the Goods as trustee, fiduciary agent and bailee for Goldacres;
- (b) the Purchaser shall keep the Goods separate from any other goods and properly marked, stored, protected and insured;
- (c) the Purchaser must hold all of the money it receives ("Proceeds");
- (d) from the sale of any property into which Goods supplied have been incorporated; and
- (e) from the sale of Goods or provision of services including the Goods supplied by the Goldacres as bailee, fiduciary agent and trustee for Goldacres, but the Purchaser need not hold on trust any money exceeding the amount of the Debts at the time the money is received.
- (d) The Purchaser expressly acknowledges that it is bound by the fiduciary obligation created in the preceding paragraph and acknowledges that:
- (i) it must hold the Proceeds on trust for Goldacres;
- (ii) it must place the whole of the Proceeds in an account separate from its own moneys (the "Proceeds Account");
- (iii) it must maintain the Proceeds Account separate from its own moneys at all times.
- (iv) it must maintain proper records for the Proceeds Account.
- (v) it must not assign or encumber any book debts arising from sales made in circumstances set out in clauses 16(c)(i) and (ii) or do any other act in derogation of Goldacres' legal or beneficial interests; and
- (vi) it must account to Goldacres on demand for all moneys standing to the credit of such account.
- (e) For the purposes of identification of different consignments of Goods purchased from Goldacres and receipt of Proceeds, the Purchaser agrees that the principle of "Last In, First Out" shall be applied to any items that cannot be distinguished.
- (f) Goldacres may trace the Proceeds in equity.
- (4) Goldacres may at any time, without notice to the Purchaser and without prejudice to any other rights which it may have against the Purchaser, terminate any contract connected with the Goods and the bailment referred to in clause 16(3) and enter upon any premises owned or occupied by the Purchaser where Goldacres reasonably believes the Goods may be stored, and repossess the Goods without liability for any damaged caused, and subsequently dispose of the Goods at Goldacres' discretion if:
- (a) the Debts are not paid in accordance with these terms and conditions or any other contract or arrangement between Goldacres and the Purchaser; or
- (b) Goldacres receives notice of or reasonably believes that:
- (i) a third person may attempt to levy execution against the Goods; or
- (ii) the Purchaser is insolvent (within the meaning of the Corporations Act 2001) or bankrupt; or
- (iii) the Purchaser has entered into any arrangement or composition with its creditors, gone into liquidation, or has appointed a receiver, a receiver and manager or administrator.
- (5) If after repossession under clause 16(4) Goldacres sells the Goods, Goldacres shall account to the Purchaser for any proceeds of sale (less expenses of repossession and sale) that exceeds the amount of the outstanding Debts.
- (6) If any Goods belonging to Goldacres are disposed of by the Purchaser or an insurance claim is made in respect of them, Goldacres shall be entitled to trace the sale or insurance proceeds, which proceeds shall be held by the Purchaser in a separate bank account on trust for Goldacres.
- (7) The Purchaser agrees and acknowledges that in the event it sells Goods to a third party on account, it will include in its terms and conditions of sale a provision under which the Purchaser retains title to the Goods until such time that the total amount due in respect of the Goods and all monies owing to the Purchaser have been paid in full by that third party debtor. The Purchaser also agrees and acknowledges that in these instances, it will register its PMSI in accordance with the PPSA in respect of its security interest in the Goods.

PPSA provisions

17. (1) The Purchaser acknowledges that these terms and conditions constitute a security agreement for the purposes of section 20 of the PPSA and that a security interest exists in all Goods (and any associated Proceeds from their sale) previously supplied by Goldacres to the Purchaser (if any) and in all future Goods (and any associated Proceeds from their sale) that may be supplied to the Purchaser by Goldacres.
- (2) The Purchaser acknowledges that Goldacres has a first ranking purchase money security interest ("PMSI") (as defined in section 14 of the PPSA) in the Goods and the Purchaser must not jeopardise such ranking (whether by act or omission).
- (3) The Purchaser acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to Goldacres under these terms and conditions.
- (4) The Purchaser will execute documents and do such further acts as may be required by Goldacres to register the security interest granted to Goldacres under these terms and conditions under the PPSA.

- (5) Until ownership of the Goods passes, the Purchaser must not give to Goldacres a written demand or allow any other person to give Goldacres a written demand requiring Goldacres to register a financing change statement under the PPSA in respect of Goldacres' interest in the Goods.
- (6) The Purchaser must indemnify Goldacres and on demand reimburse Goldacres for all costs and expenses incurred by Goldacres in respect of these terms and conditions including but not limited to Goldacres registering its security interest in the Goods, lodging, discharging or amending any financing statement or financing change statement, or otherwise complying with the PPSA.
- (7) The Purchaser agrees (other than as provided in these terms and conditions) not to sell, lease, mortgage, deal with, dispose of or create or attempt to create any other security interest in or affecting the Goods unless and until the Purchaser's Debts have been satisfied.
- (8) The Purchaser waives its rights under the following provisions of Chapter 4 of the PPSA:
- (a) to receive a notice on enforcement action against liquid assets (section 121(4)),
- (b) to receive a notice to seize collateral (section 123);
- (c) to receive a notice of disposal of Goods by Goldacres purchasing the Goods (section 129);
- (d) to receive a notice to dispose of Goods (section 130);
- (e) to receive a statement of account following disposal of Goods (section 132(2));
- (f) to receive a statement of account if no disposal of Goods for each 6 month period (section 132(4));
- (g) to receive notice of any proposal of Goldacres to retain Goods (section 135(2));
- (h) to object to any proposal of Goldacres to either retain or dispose of Goods (section 137(2));
- (i) to redeem the Goods (section 142);
- (j) to reinstate the security agreement (section 143);
- (k) to receive a notice of any verification statement (section 157(1) and section 157(3));
- (9) The rights Goldacres may have under the PPSA are supplementary and in addition to those set out in these terms and conditions and do not derogate from the rights and remedies of Goldacres under these terms and conditions or under any other statute or under general law.
- (10) The Purchaser must give 10 business days prior written notice of any proposed change in the Purchaser's name or other identifying characteristics and details.

Purchasers property

18. Any property of the Purchaser under Goldacres's custody or control shall be entirely at the Purchaser's risk as regards loss or damage caused to the property or by it.

Storage

19. Goldacres reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Purchaser within (14) fourteen days of a request by Goldacres for such information.

Returned Goods

20. Goldacres shall not be under any obligation to accept Goods returned by the Purchaser and will do so only on terms to be agreed in writing in each individual case.

Goods sold

21. All Goods to be supplied by Goldacres shall be described on the purchase order agreed by Goldacres and the Purchaser and the description on such purchase order modified as so agreed shall prevail over other descriptions including any Purchaser's specification or enquiry.

Cancellation

22. No order may be cancelled except with the consent in writing and on terms, which will indemnify Goldacres against all losses.

No waiver

23. The failure of any party to enforce the provisions of these terms and conditions or to exercise any rights expressed in these terms and conditions shall not be a waiver of such provisions or rights and shall not affect the enforcement of this agreement. The exercise by any party of any of its rights expressed in this agreement shall not preclude or prejudice such party from exercising the same or any other rights it may have irrespective of any previous action taken by that party.

Force Majeure

24. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Goldacres is unable to perform in whole or in part any obligation under these terms and conditions then Goldacres shall be relieved of that obligation under these terms and conditions to the extent and for the period that it is so unable to perform and shall not be liable to the Purchaser in respect of such inability.

Passing of risk

25. Risk in the Goods shall pass to the Purchaser upon delivery of the Goods to the Purchaser or collection of the Goods by the Purchaser's agent or carrier as the case may be.

Exclusion of liability

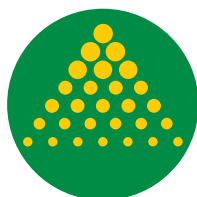
26. To the extent permitted by law Goldacres shall not be liable to the Purchaser in contract or in tort arising out of, or in connection with, or relating to, the performance of the Goods or any breach of these conditions or any fact, matter or thing relating to the Goods or error (whether or not it is negligent or a breach of contract) in information supplied to the Purchaser or a user before or after the date of the Purchaser's or user's use of the Goods and Goldacres shall be under no liability for damages arising out of the use of any chemicals, liquids, or mixtures in the Goods, nor for any application, not for the application methods nor for the environmental effects, which may result therefrom or from the use of the Goods.

Exclusion of representations and arrangements

27. To the extent permitted by law the terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods or any part thereof including, but without limiting the generality of the foregoing, those relating to the performance of the Goods or any part thereof or the results that ought to be expected from using the Goods.

Place of contract

28. The contract for sale of the Goods and the provision of the services is made in the State of Victoria and the Purchaser agrees to submit all disputes arising with Goldacres to the courts of such State and any court competent to hear appeals therefrom.



GOLDACRES

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