

# Diesel Tank

## Operator's & Parts Manual



100L - GA5022385

200L - GA5022386

400L LOW - GA5022387

400L HIGH - GA5022388

600L - GA5022389

GA8700279 REV 1.0 NOV 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 and specifications

**Tank:** Diesel grade polyethylene - grey

**Lid:** Lockable fuel cap & lockable dispensing gun mount on 450L (cube) and 800L models. Lockable flip lid on 100, 200, 400 & 600L models.

**Gun:** Automatic shut off gun. Max flow 80 lt/min

**Battery cable:** Supplied with 4 metres of cable with alligator clips

**Delivery hose:** Supplied with 4 metres x 20mm diesel delivery hose. Swaged fittings.

**Filtration:** Filter screen in suction head of pump (refer to photo)

**Earthing straps:** Internal strap. External cable with alligator clip.

**Breather vent:** Breather installed in tank lid.

## **Pump specifications:**

**Model:** GA3000015

**Power:** 12V

**Inlet/Outlet:** ¾"

**Max Flow:** 50 l/min

**Max delivery height:** 5 metres

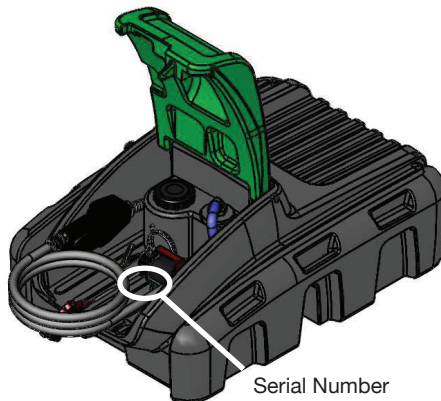
**Max suction height:** 7.5 metres

## **NOTES:**

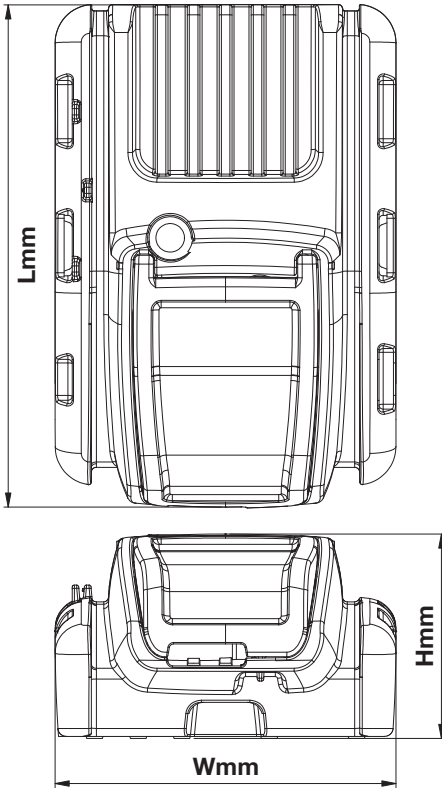
1. Voltage supply must be confirmed before connecting cable.
2. Make sure the pump wires are connected up to the correct terminals (red to positive, black to negative).
3. Power supply: For 12 Volt use only.
4. All the hoses and connections must be well sealed with no air leakage.
5. Do not run pump for longer than three minutes with transfer gun in shut-off position.
6. Twenty minutes maximum use for each continuous run.

# Identification

When ordering parts or requesting service information it is important to quote the serial number of your machine, and the purchase date, in order to receive accurate information.



# Dimensions



Dimensions and weights:

NOTE: The mass shown is with tank empty.

Tank size	Lmm	Wmm	Hmm	Wkg
100L	710	800	475	17
200L	1180	800	475	25
400L (low)	1650	800	600	45
400L (tall)	1180	800	795	40
450L (cube)	1000	950	700	40
600L	1650	800	845	60
800L	1750	950	700	60

**PLEASE NOTE:** Pump / mounting plate, hose, gun etc (not inc. filter & gauge) = 20kgs.

# 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 diesel tank, it is necessary to wear the appropriate PPE.

The following steps should be followed when filling the tank:

1. Earth strap - prevent static build up when filling by connecting the earth strap to a common ground.
2. Remove the tank lid.
3. Add the amount of diesel as required.
4. Replace the tank lid and ensure that it is secure prior to switching on the pump.

## Transferring

When transferring diesel out of the transfer tank, it is necessary to wear the appropriate PPE.

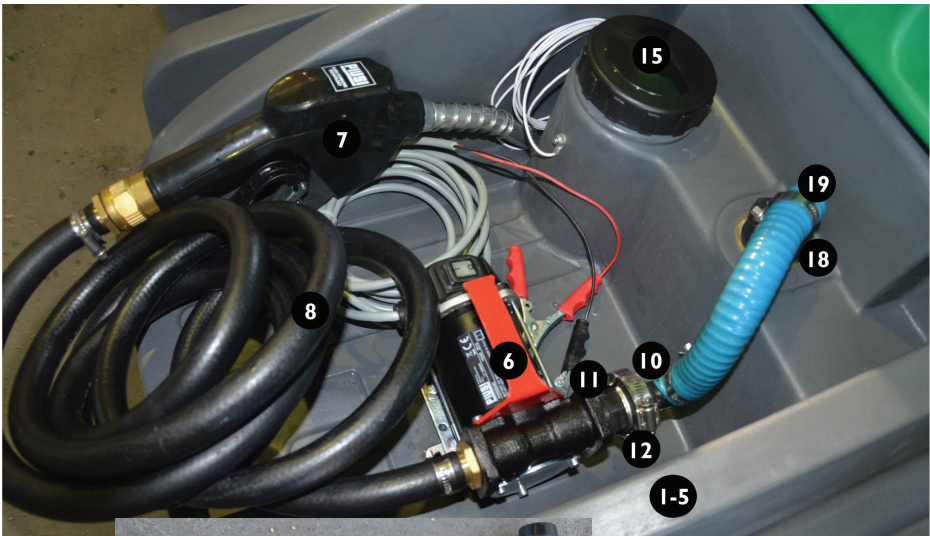
The following steps should be followed when transferring from the tank:

1. Prior to connecting the power leads, ensure that the battery is 12V DC and that the switch on the pump is turned "off" (see photos).
2. Connect the red connector to the positive (+) terminal and the black connector to the negative (-) terminal of a 12V battery.
3. Remove the lid of tank to be filled.
4. Insert the Auto shut off nozzle into the tank to be filled.
5. Turn the switch to "on" on the 12V pump.
6. Open the Auto shut off nozzle to allow fuel to start transferring.
7. Suction Filter should be cleaned periodically to ensure proper operation.

**NOTE:** When the Auto shut off nozzle is disengaged, the pump can continue to run. Do not run the pump longer than three minutes while not actually transferring diesel.

# Diesel Tank Parts List

Position	Part No	Description	Qty
1	GA4904275	100L BARE diesel tank with green flip lid	1
2	GA4904276	200L BARE diesel tank with green flip lid	1
3	GA4904277	400L BARE LOW diesel tank with green flip lid	1
4	GA4904278	400L BARE TALL diesel tank with green flip lid	1
5	GA4904279	600L BARE diesel tank with green flip lid	1
6	GA3000015	50 l/min Piusi diesel pump 12 volt	1
7	GA2000003	Diesel nozzle Auto shut-off	1
8	GA2000005	6m ¾" Diesel hose	1
9	GA3000005	Complete Battery Kit, inc pump, Pressure & suction hose, Auto shut off nozzle	1
10	M100BRB90	Suction Filter elbow	1
11	M100075MPT	Threaded suction fitting	1
12	FC100	Clamp worm drive	1
13	GA5021115	100 Seal—rubber gasket	1
14	GA5023900	Mesh filter screen	1
15	354130	122mm closed lid with gasket	1
16	504203 (not Shown)	Tank breather	1
17	GA5005783	Earth battery clip black	1
(In tank)	GA5022450	Anti-static earth strap	1
18	GA4553075	Through tank fitting 1½" x 1"	1
19	HB100/075-90	Hose barb elbow 1" x ¾"	1



# Parts ordering

When ordering parts from your Goldacres dealer, please quote:

- Serial No.
- Part No. required
- Part Description
- Quantity Required

When returning parts to Goldacres, or to a Goldacres dealer, for service or repair all parts MUST be cleaned thoroughly before sending them.

Goldacres cannot expose technicians to the many potentially hazardous chemicals and substances that are in use.

**NOTE:** Please ensure that all parts are clearly labelled with the owner's details, and a brief description of the fault. Goldacres are not liable for the return of any goods to Goldacres or a Goldacres dealer. The goods must be returned to the point of sale. The customer will be responsible for any cost incurred by a Goldacres appointed person travelling to any site outside the point of sale.

Genuine Goldacres parts only should be used on Goldacres equipment.

# 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, or Goldacres, for service advice.

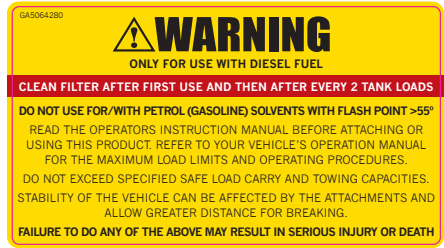
PROBLEM	POSSIBLE CAUSE	POSSIBLE REMEDY
Pump not running	No power to pump	Check power leads Check power switch is turned "on" at end of pump
Pump not priming	Restriction in suction line	Check suction filter in head of pump for blockages
	Restriction in delivery line	Check delivery line
Pulsating liquid flow	Pump sucking air	Check suction line Check tank volume



# 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.



# 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.

## 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 diesel by sucking.
- Care should be taken when transferring liquid into the tank to ensure that the gross weight of the equipment does not exceed the safe working load for the operator, and 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.
- 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 equipment is securely fastened, or attached, to vehicle at all times.
- Water weighs 1kg per litre, however conversion factors must be used with

liquids that are heavier or lighter than water. Diesel fuel can weigh between 820-950 grams per litre.

- Regularly check the pump mounting bolts. (The pump will always vibrate to some degree when operating, and this may work the bolts loose.)
- Keep clear of overhead obstructions - especially powerlines as contact can be fatal.
- This equipment is designed to carry, and pump, diesel fuel only.
- The earthing strap must be attached to an earthed object when filling.
- Do not leave the unit unattended while filling.
- Consult the service station operator before filling at a station for the correct filling procedure.
- Avoid contact with skin and eyes, avoid breathing vapours or mists.
- Store the diesel unit in a well ventilated area that is not close to any heat or ignition source.
- The diesel unit should not be stored within close proximity of a dwelling.
- Always ensure that no combustible waste materials or residues are within a close proximity of where the diesel is stored or being transferred.
- Ensure that all spillages are contained immediately and dealt with in accordance with local regulations.
- For 12 Volt use only.

### Cautions

- A supply of fresh water should be with the equipment at all times.
- Do not use this machine in ambient temperatures exceeding 40 degrees Celsius.
- Ensure that all bolts are tightened and secured before operation.
- Area surrounding equipment may become slippery when wet.
- The pump must not be run for more than 3 minutes with the gun in the shut off position.



- Do not lift diesel unit with any diesel in the tank.
- For more information on the particular safety requirements of diesel fuel, please refer to the diesel material safety data sheet available from your diesel supplier.

## **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.
- Inspect the equipment thoroughly for damage and wear before operation.
- 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 or Goldacres.
- For more information on the particular safety requirements of diesel fuel, please refer to the diesel material safety data sheet available from your diesel supplier.

## **Personal Protective Equipment (PPE)**

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

Diesel can be harmful to humans, appropriate PPE should be used when handling diesel.

Always refer to the diesel 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 diesel 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 1300 301 853. 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, fibres, 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 to 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' 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.

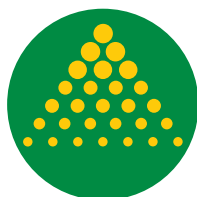
#### Place of contract

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.

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**GOLDACRES**

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