

SALES AGENT OFFER AGREEMENT

This offer is made on the ___th of June 2022

BETWEEN

Sales Agent

Worthy Parts Pty Ltd (SELLERS AGENT)

PO Box 8303, Hannans, Western Australia, 6433

ABN 42 166 204 600

AND

Offeror Details

Business Name

ABN/Company Tax Number

Address

Phone

Authorised Officer

Email

BACKGROUND

- A. The Seller owns the Goods described in Item 1 of Schedule 1 (Goods).
- B. The Sales Agent is advertising the Goods for sale on behalf of the Seller
- C. The Offeror agrees to make an application to offer to purchase the Goods subject to the terms and conditions set out in this Agreement
- D. An Offeror will be referred to as anyone who has submitted an offer application
- E. A successful Offeror will be referred to as the Purchaser

OFFER APPLICATION

1. The Offeror hereby submits its offer to purchase the Goods described in Item 1 of Schedule 1 for the accepted total offered price in accordance with the terms and conditions of the Agreement.
2. The Offeror acknowledges that:
 - a) The Goods are being sold in as is condition, no warranty is implied or given by the Seller or its Agent, and the Offeror has satisfied itself to the Goods condition and location
 - b) Cost of the removal of the Goods is the responsibility of the successful Offeror/Purchaser. This includes:
 - i.) Freight and transport of Goods
 - ii.) Machine preparation pre-transport
 - c) Any planned labour and transport is approved and governed by specific mine site rules and regulations. All planned works must be approved by the Seller or Sales Agent in writing 48 hours prior to being executed;
 - d) Removal date: The goods shall be removed within 120 days of the completed sale
 - e) Uncollected Goods: If Goods are not collected within the removal date, an extension date will need to be approved in writing by the Seller or the Sales Agent. Subject to applicable legislation the Goods left uncollected may be deemed abandoned and be re-claimed by the Seller;
 - f) This signed agreement is an irrevocable offer to purchase the Goods for the total offered price:
 - i) The offer can only be withdrawn with prior written consent to the Sales Agent prior to the Sellers acceptance of the offer;
 - g) Valid offer applications will only be accepted if:
 - i.) All the Offeror details are filled in correctly;
 - ii.) The Agreement is signed by an Authorised Officer;
 - iii.) The executed Agreement is emailed to the Sales Agent(parts@worthyparts.com) prior to the sale closing date (16/6/2022 - 5:00pm AWST);
 - h) If the offer is accepted by the Seller, then the Offeror will receive an email notification and invoice from the Sales Agent:
 - i) The Offeror must pay the total amount offered, including agent fees and GST;
 - i) In the event all the offers submitted to the Seller are not accepted, then the Sales Agent reserves the right to negotiate with one or more of the Offerors to the exclusion of other Offerors;
 - j) The Seller or Sales Agent may sell or withdraw from sale of the Goods at any time prior to sale closing date (16/6/2022 - 5:00pm AWST), and any Offeror or proposed Offeror will have no claim against the Seller or Sales Agent by reason of the withdrawal of Goods prior to the Closing Date: and
 - k) The Seller or Sales Agent is under no obligation to accept any offer in this Agreement.

EXECUTED AS AN AGREEMENT ON THE __th DAY of June 2022.

Signed for the *OFFEROR* by its authorised representative

Signature of Authorised Representative

Name of Authorised Officer

Job Title

SCHEDULE 1
Item 1 – Goods and Offer Details
Goods located - Jims Find mine site, Cue, Western Australia

Qty	Make & Model	Part/Serial Number	Description	Warranty	Offer Amount	Buyers Premium 3%	Total (ex GST)
1	CATERPILLAR 777E	CAT0777EHKDP00868	DUMP TRUCK	N			
2	CATERPILLAR 777E	CAT0777ECKDP01366	DUMP TRUCK	N			
3	CATERPILLAR 777E	CAT0777EVKDP01367	DUMP TRUCK	N			
4	CATERPILLAR 777E	CAT0777EKKDP01512	DUMP TRUCK	N			
5	CATERPILLAR 777E	CAT0777ETKDP01488	DUMP TRUCK	N			
6	CATERPILLAR 777E	CAT0777ECKDP01456	DUMP TRUCK	N			
7	CATERPILLAR 777E	CAT0777EEKDP01455	DUMP TRUCK	N			
8	CATERPILLAR 777E	CAT0777ETKDP01491	DUMP TRUCK	N			
TOTAL AMOUNTS (OR PACKAGE OFFER TOTAL)							
TOTAL							
TOTAL INCLUDING GST							

Please complete this document and email to parts@worthyparts.com

TERMS AND CONDITIONS

1 Representations and warranties

Each party represents and warrants to the other that:

- (a) it has been duly formed under the laws of the place of its formation;
- (b) it has power and authority to enter into this Agreement and perform all obligations and exercise all rights under this Agreement;
- (c) the person executing this Agreement has full power and authority to do so on its behalf;
- (d) the execution, delivery and performance of this Agreement will not contravene:
 - (i) its Constitution or other constituent document (including any statute);
 - (ii) any term of any trust deed; and
 - (iii) any Agreement, arrangement or understanding to which it is a party;
- (e) this Agreement is valid and enforceable;
- (f) it has not, by act or omission, committed an Act of Default; and
- (g) all necessary consents, licenses, approvals, authorisations and declarations of any governmental, semi-governmental or regulatory authority to enter into this Agreement (including performance of all obligations and exercise of all rights) have been obtained or will be obtained by the time of performance.
- (h) To the best of the Sales Agents knowledge, the description of the Goods provided by the Seller is accurate and acknowledges that the description will be relied on by the Offeror.

2 Risk

Risk in the Goods passes to the Purchaser upon sale of the Goods;

3 Indemnity, Release and Responsibility

- a) The Purchaser hereby indemnifies the Seller and its Sales Agent for and against all loss suffered by or incurred by the Purchaser caused by or arising in connection with the negligence or default of the Purchaser.
- b) The Purchaser acknowledges and agrees that the Seller and its Sales Agent will not be liable for any loss incurred by the Purchaser or any related entity in connection with any loss of or damage arising in connection with the provision of Goods provided under this Agreement, other than to the extent caused by the negligence of the Seller and its Sales Agent. The Customer hereby releases the Seller and its Sales Agent from any such liability.

4 Events upon Sale

Within three (3) days of the date of the completed sale of any Goods the Purchaser must remit the agreed total sale price.

- a) Any payment terms outside of the above terms must be agreed to in writing by the seller

5 Title

Title in the Goods will remain the Seller's until the following occurs:

- a) the Seller accepts the offered price and the Purchaser has remitted the agreed total sale price to the nominated bank account referenced in Sales invoice

6 GST

All amounts quoted in this Agreement are exclusive of GST.

For the purpose of this Clause, GST means: the goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

7 Ethical Conduct, Anti-Corruption and Modern Slavery

- a) The parties agree to act ethically and in a manner that will not result in a violation of the principles described in the *OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions*, or any applicable laws in respect of bribery or corruption.
- b) In performing obligations under this Agreement, the parties must:
- I. comply with all applicable modern slavery laws and regulations from time to time including the *Modern Slavery Act 2018 (Cth)*;
 - II. not engage in any activity, practice or conduct that would constitute an offence under Division 270 or Division 271 of the Schedule to the *Criminal Code Act 1995 (Cth)* if such activity, practice or conduct were carried out in Australia;
- c) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the *Criminal Code Act 1995 (Cth) (Australia)*, the *Foreign Corrupt Practices Act 1977 (United States)*, and the *Bribery Act 2010 (United Kingdom) (ABC Requirements)*; and
- d) not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates the ABC Requirements.

8 Act of Default

a) There has been an Act of Default if either party:

- I. fails to perform its obligations to the other party under this Agreement;
 - II. has a receiver, manager, receiver and manager, liquidator (including a provision liquidator), administrator, statutory manager or similar person appointed (whether by a court or other persons) concerning any of its property, assets, business or affairs;
 - III. becomes bankrupt, insolvent or enters into a composition scheme or arrangement (whether formal or informal) with creditors;
 - IV. has any bona fide distress, execution, attachment or other process made or levied against any of its assets which is not satisfied within seven (7) days after service; or
 - V. That the Grantor provides Goods to the Grantee otherwise than as described in this Agreement.
- b) The non-defaulting party is known as the **Innocent Party**.

9 Notifying Act of Default

Each party undertakes to the other that it will promptly notify, in writing, the other of any event which constitutes an Act of Default by it.

10 Termination

Upon the occurrence of an Act of Default the Innocent Party may, in its absolute discretion, and at such time as it may determine, do all or some of the following:

- a) terminate this Agreement; and
- b) exercise any other power or right which the Innocent Party may have under this Agreement or in law or in equity.

11 Notices

Any notice to be served by one party on the other under to this Agreement must be in writing and is deemed to have been duly served if given:

- (a) by mail:
 - I. Five (5) Business Days after it is posted where the party's last known address is in the Commonwealth of Australia; or
 - II. Ten (10) Business Days after it is posted by airmail where the party's last known address is outside the Commonwealth of Australia;
- (b) by hand, at the time it is left at the party's last known place of business; or
- (c) by email, at the time of transmission to the party's email address as set out in Item 6 of Schedule 1 (or such other email address provided by one party to the other),

or such earlier time if acknowledged by the receiving party.

12 Assignment

Neither party has the right to assign any of its rights or benefits under this Agreement without the prior written consent of the other party.

13 Proper law

This Agreement is governed by and construed in accordance with the laws of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of Western Australia.

14 Interpretation

In this Agreement unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) words importing a gender include every other gender;
- c) headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- d) the schedule forms part of this Agreement;
- e) where a party to this Agreement is more than one person they are jointly and severally liable under the terms of this Agreement;
- f) this Agreement is to be construed and interpreted as a conditional contract; and
- g) person includes corporation.