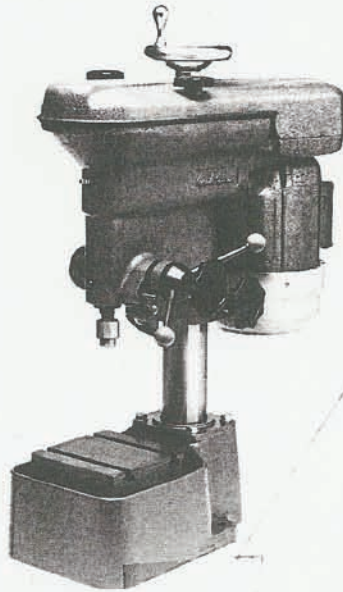




# Brobo Waldown Pty Ltd

## PRECISION DRILLING MACHINES



**SUPER SENSITIVE  
HIGH SPEED DRILLING  
MACHINE**

**Brobo Waldown Pty. Ltd.**  
138 Argus Street  
Cheltenham, Vic., Australia 3192  
P.O. Box 222, Cheltenham 3192  
Phone No: (03) 583 7485  
Fax No: (03) 583 5914

**STATE OFFICES  
VIC., TAS., QLD., W.A. & N.T.**

Brobo Waldown Pty. Ltd.  
138 Argus Street,  
Cheltenham, Vic. Australia 3192  
P.O. Box 222, Cheltenham 3192  
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Miranda N.S.W. 2228  
Phone No.: (02) 544 7560  
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**S.A.**

General Tools (Adelaide) Pty. Ltd  
335 Port Road,  
Hindmarsh, S.A. 5007  
Phone No. (08) 346 9391  
Fax No. (08) 340 1255

*Your Brobo Waldown Distributor is*



MEMBER — JACK CHIA GROUP OF COMPANIES

- Precision Drilling Machines • Tapping Machines • Multi Head Drills • Tool Grinders
- Tool Post Grinders • Machine Vices • Special Production Equipment • Accessories
- Riveting Machines • Pedestal Grinders • Metal Gulating Saws • Finishing Units

**NOTE:** With our policy of continuous development variations in specifications may occur.

**OPERATING MANUAL FOR  
BROBO WALDOWN SUPER SENSITIVE HIGH SPEED  
DRILLING MACHINES**

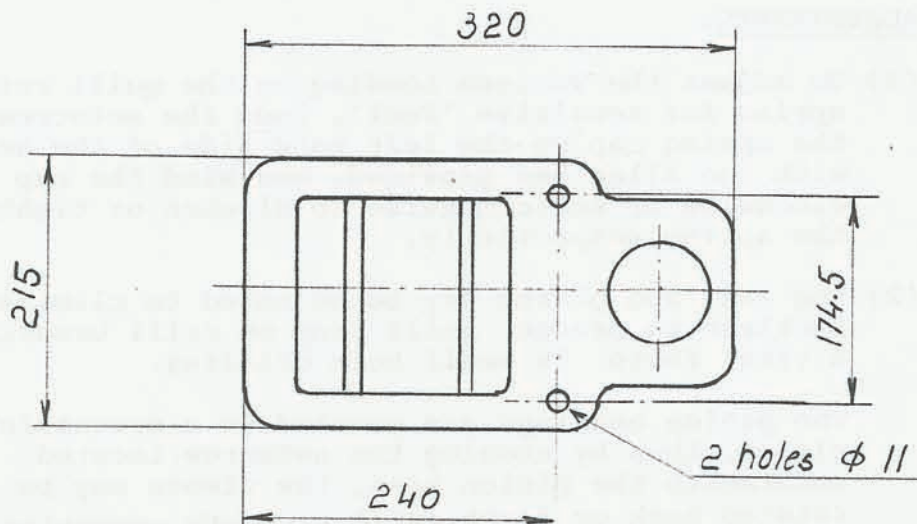
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2) SPECIFICATION/CAPACITY

Drilling Capacity:	∅ (diameter) 6 mm maximum
Spindle nose:	No. '0' or No. '1' JACOB Tapper (according to specifications)
Speed Range:	Stroke - 67 mm
(a) 4 step pulley set	3000, 6000, 9000, 12000 RPM
(b) 2 step pulley set	15000, 18000 RPM
Motor:	0.37 Kw, 415V, 2850 RPM, 3 Ph, 50 Hz
	<u>OR</u>
	0.37 Kw, 220V, 2850 RPM, 1 Ph, 50 Hz
Base Machine Area:	150 x 150 with 10 mm T-Slots
Max. Distance Spindle to base:	200 mm
Throat depth:	124 mm
Column Diameter:	063.5 Nom.
Weight Unpacked:	56.0 Kg.
Weight Packed:	66.0 Kg.

3) INSTALLATION - MECHANICAL

This Bench type of Drilling Machine is not absolutely necessary to fasten to the bench, regarding the size of drill and weight of machine, however, it is recommended to do so. The provided holes relation 'See fig. below'





4) INSTALLATION - ELECTRICAL

- (a) Single phase Drilling Machine - no electrical installation required, plug and lead supplied. You only need to plug into 240V, 50Hz main supply directly.  
DO NOT use extension leads.
- (b) Three phase Drilling Machine should fit with a four core lead and plug direct to the switch. Refer Electrical Circuit drawing page 4. Check spindle rotation direction and change phases if required. The right direction is clockwise looking down on top of motor pulley.

5) PREPARATION FOR OPERATION

Clean off machine all protective coating material by using solvent. The solvent should be non-flammable and toxic free.

6) MAINTENANCE

(a) LUBRICATION:

Remove Lifting Handwheel and Guard. Bearings are grease packed and should not require further lubrication for many months. However, when lubrication is required, a drop or two of oil on the Quill Spindle will lubricate the quill bearings as well as the spindle. Do not over oil.

Occasionally oil the vertical bearing of the lifting leadscrew. An oil hole is provided in the bearing stalk.

A smear of oil on the column now and then keeps it working freely and free from rust.

(b) ADJUSTMENTS:

- (1) To adjust the Torison Loading on the quill return spring for sensitive 'Feel', Undo the setscrew in the spring cap on the left hand side of the head, with the allen key provided, and wind the cap clockwise or anticlockwise to slacken or tighten the spring respectively.
- (2) The rack and pinion may be adjusted to eliminate backlash to prevent quill drop on drill breakthrough: a vital factor in small hole drilling.

The pinion bearings are mounted in a eccentric sleeve, thus by undoing the setscrew located underneath the pinion boss, the sleeve may be rotated back or forth until a smooth operating

6) (b) ADJUSTMENTS: (cont)

Tommy bar holes are provided round the sleeve flange to facilitate the above adjustment.

(c) STOP ADJUSTMENT (DEPTH)

By simply undoing the bakelite knob on the pinion handle boss, a few turns the serrated stop may be moved into position and locked again, and the final fine adjustment made by the stop screw.

(d) HANDLE POSITION

If the handle operating position is not comfortable, the handle boss may be rotated into a more convenient position for the drilling operation.

Undo the bakelite handnut and withdraw the handle boss off the splined pinion shaft and replace in new position. Replace knob and adjust stop and lock.

(e) TO RAISE AND LOWER HEAD

Unlock clamp handnut or right hand side of column and raise or lower by handwheel.

(f) Machine Light is provided by a 12 volt transformer situated in a drill base and the globe is a 12 volt 24 W SBC.

(g) The belt is a 39" x 1/2" endless daclon No. 2 brown.

(h) TO REMOVE MOTOR PULLEY ON NH DRILL

With Allen key provided, loosen the two screws on top of motor pulley approximately two turns each, then with light hammer firmly tap first screw, then the other until the other tapered ring under the pulley has been driven off its tapered seat, the motor pulley will then lift off the spindle.

(i) TO REPLACE A MOTOR PULLEY

With tapered ring and screws loosely in position in pulley, place pulley on motor spindle in line (line up with straight edge) with front pulley. Tighten cap leadscrew first one, then the other evenly until they are tight making sure the pulley is running through.



## 6.) MAINTENANCE cont.

### (i) QUILL PULLEYS

To remove and replace the quill pulleys using the spanner provided, proceed as follows: -

Remove the larger (4 step) pulley by holding it or the belt, while loosening and removing the pulley retaining nut. Then lift the pulley vertically off the keyed shaft.

Remove the small (2 step) pulley by holding the chuck with the chuck key in place with your left hand, while loosening and removing the pulley retaining nut. Then lift the pulley vertically off the keyed shaft.

Re-install the pulleys in a similar manner.

## 7.) SAFETY INSTRUCTIONS

### **PLEASE ENSURE YOU READ THIS INFORMATION PRIOR TO USING THE MACHINE!**

The noise level of the idling drilling machine has been measured to be below 85 dB (A). This complies with the **Australian Occupational Health and Safety (Noise) Regulations 1992**. Please note that higher peak noise levels may be encountered due to variables such as drill make/type/condition and size/type of material being drilled, as well as other intermittent noise sources such as components being placed or dropped onto the work table or floor. Under these circumstances management should make available to the operator(s) the appropriate hearing protection equipment as prescribed under the above mentioned act.

1. Only **TRAINED OPERATORS** should be **permitted** to operate this machine. Before the machine is used, carefully read the "**Machine Operating Manual**", especially the "**Safety Instructions**". Supervision must ensure both the operator and themselves understand the machine's correct method of operating before it is used by the operator.

#### **1.1 HIGH VOLTAGE POWER - 415/240 VOLTS.**

The power supply to this machine is of a high level and unauthorised interference and or inadequate maintenance could result in a situation that could put the operator at risk. A qualified electrical engineer should be assigned to maintain/repair the system.

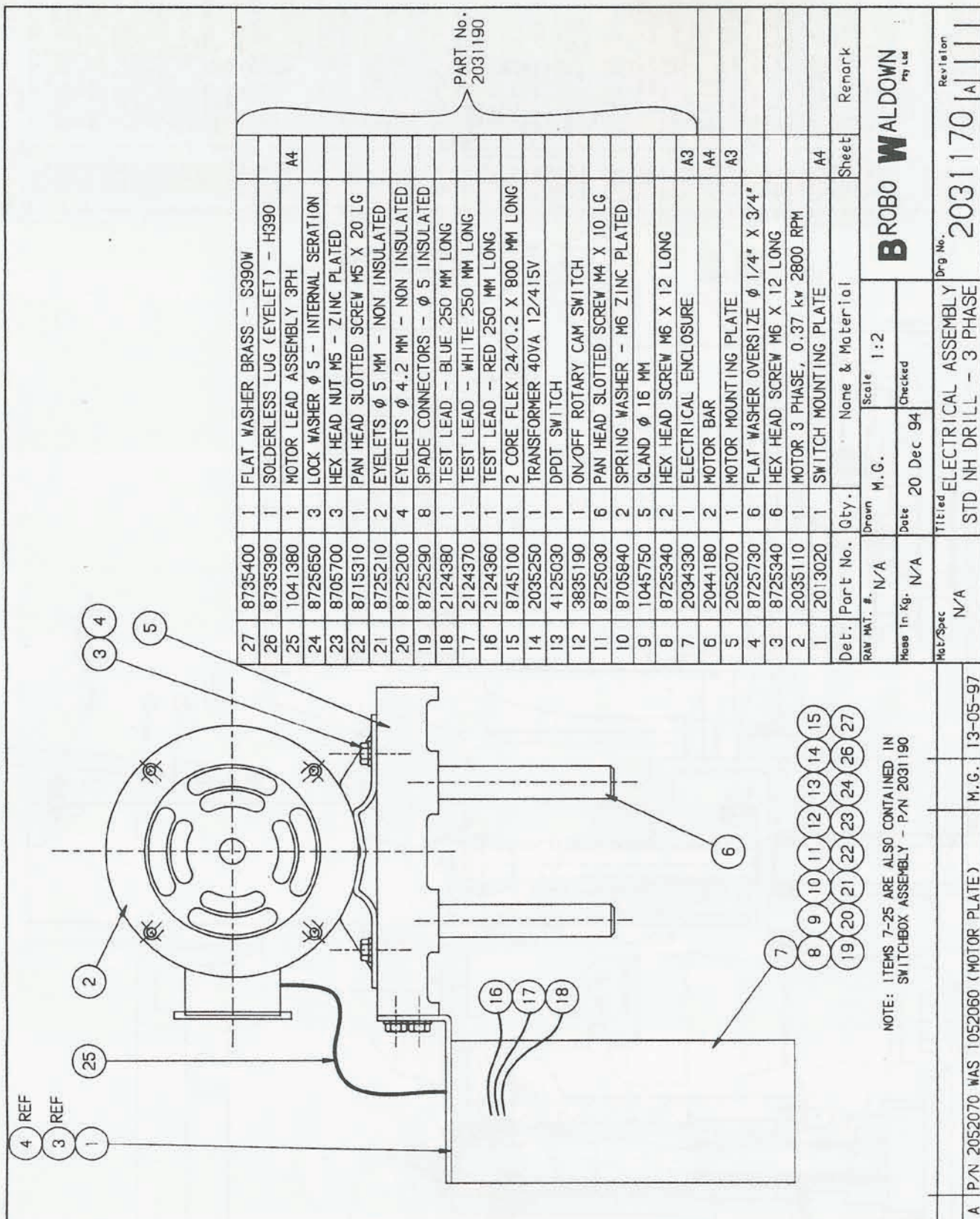
2. **Always** wear eye protection when attending and operating drilling machines.
3. **Do not** operate this machine unless the belt guard is correctly positioned.
4. **Do not** touch drill bits or rotating spindle, and **do not** place hands and arms into or near to the drill when the machine is running.
5. **Fasten** the work piece to the drill table, or use a machine vice.
6. **Do not** wear loose clothing, long sleeves, gloves, jewellery or any other item which may be caught, confine long hair in an appropriate hair net or cap.
7. If a coolant hose fails or there is excessive water splashed onto the electrical equipment, ensure that power to the machine is isolated, before attempting to repair.
8. **Disconnect** the electrical power when performing maintenance work on the machine or making adjustments other than those necessary for the normal operation of the machine.
9. **Keep** the working area of the table **clear** of tools and other loose objects, and keep the floor area clear of liquid spillage and excessive swarf.

7.) **SAFETY INSTRUCTIONS cont.**

11. Excessive continual repetitive use of a drilling machine can lead to muscle fatigue/strain.
12. Rapid and excessive metal removal by drilling can lead to workpieces and drill bits becoming quite hot. In addition, the drill motor and quill can become hot if the machine is used for long period, although this is quite normal.
13. **Do not** use extension leads.
14. **Do not extend** the height of the machine **past the maximum spindle to base distance** indicated, (on page 1) as this will cause the column to extend out of the column support. This can cause damage to the machine and can cause injury to anyone in the area.
15. Ensure appropriate breathing equipment is used if drilling objects that produce toxic fumes and/or excessive dust. Also, note that some coolant solutions may cause allergic reactions to some people.
16. Ensure that the machine (whether bench or floor mounted) has adequate lighting and ventilation.
17. Ensure that all electrical leads and cables (including supply leads) are maintained in good condition, and replaced if cut, sliced or damaged in any way.



9.) ELECTRICAL ASSEMBLY - THREE PHASE



Part No.	Description	Qty.	Material	Scale	Sheet
27	8735400 1 FLAT WASHER BRASS - S390W	1		1:2	A4
26	8735390 1 SOLDERLESS LUG (EYELET) - H390	1			A4
25	1041380 1 MOTOR LEAD ASSEMBLY 3PH	1			A4
24	8725650 3 LOCK WASHER $\phi$ 5 - INTERNAL SERATION	3			
23	8705700 3 HEX HEAD NUT M5 - ZINC PLATED	3			
22	8715310 1 PAN HEAD SLOTTED SCREW M5 X 20 LG	1			
21	8725210 2 EYELETS $\phi$ 5 MM - NON INSULATED	2			
20	8725200 4 EYELETS $\phi$ 4.2 MM - NON INSULATED	4			
19	8725290 8 SPADE CONNECTORS - $\phi$ 5 INSULATED	8			
18	2124380 1 TEST LEAD - BLUE 250 MM LONG	1			
17	2124370 1 TEST LEAD - WHITE 250 MM LONG	1			
16	2124360 1 TEST LEAD - RED 250 MM LONG	1			
15	8745100 1 2 CORE FLEX 24/0.2 X 800 MM LONG	1			
14	2035250 1 TRANSFORMER 40VA 12/415V	1			
13	4125030 1 DPDT SWITCH	1			
12	3835190 1 ON/OFF ROTARY CAM SWITCH	1			
11	8725030 6 PAN HEAD SLOTTED SCREW M4 X 10 LG	6			
10	8705840 2 SPRING WASHER - M6 ZINC PLATED	2			
9	1045750 5 GLAND $\phi$ 16 MM	5			
8	8725340 2 HEX HEAD SCREW M6 X 12 LONG	2			A3
7	2034330 1 ELECTRICAL ENCLOSURE	1			A4
6	2044180 2 MOTOR BAR	2			A3
5	2052070 1 MOTOR MOUNTING PLATE	1			
4	8725730 6 FLAT WASHER OVERSIZE $\phi$ 1/4" X 3/4"	6			
3	8725340 6 HEX HEAD SCREW M6 X 12 LONG	6			
2	2035110 1 MOTOR 3 PHASE, 0.37 kw 2800 RPM	1			A4
1	2013020 1 SWITCH MOUNTING PLATE	1			

DRG/PART No. **2031170**

**DO NOT SCALE**

COMMERCIAL STOCK SIZES EXCEPTED AND UNLESS OTHERWISE NOTED TOLERANCES ON DIMENSIONS ARE:

METRIC

Size To Mach. Cost\*  
 6 mm  $\pm$  0.1  $\pm$  0.5  
 30 mm  $\pm$  0.2  $\pm$  1.0  
 100 mm  $\pm$  0.3  $\pm$  1.5  
 300 mm  $\pm$  0.5  $\pm$  2.0  
 600 mm  $\pm$  0.6  $\pm$  3.0  
 900 mm  $\pm$  1.2  $\pm$  5.0

INCLUDES STRUCTURAL STEEL WORK.

REMOVE ALL BURRS AND SHARP EDGES BY 0.3 x 45° UNLESS OTHERWISE STATED

SURFACE FINISH

Roughness Value	Mat	Grade No.
50	N12	
25	N11	
12.5	N10	
6.3	N9	
3.2	N8	
1.6	N7	
0.8	N6	
0.4	N5	
0.2	N4	
0.1	N3	
0.05	N2	
0.025	N1	

DRAWING PRACTICE TO AS 1100 - PROJECTION SYSTEM (UNLESS NOTED)

SYMBOLS:  $\oplus$  (ANGLE),  $\ominus$  (RADIUS),  $\odot$  (CONCENTRICITY),  $\oslash$  (IRREGULARITY TOLERANCE)

IRREGULARITY TOLERANCE  $< 0.7^{\circ}$

CONCENTRICITY 0.1 mm

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NOTE: ITEMS 7-25 ARE ALSO CONTAINED IN SWITCHBOX ASSEMBLY - P/N 2031190

4 REF, 3 REF, 1 REF

25, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27

Part No. 2031190

Det. Part No. Qty. None & Material

RAW MAT. #. N/A M.G. Scale 1:2

House In Kg. N/A Date 20 Dec 94 Checked

Met/Spec N/A Titled ELECTRICAL ASSEMBLY

Drg No. 2031170

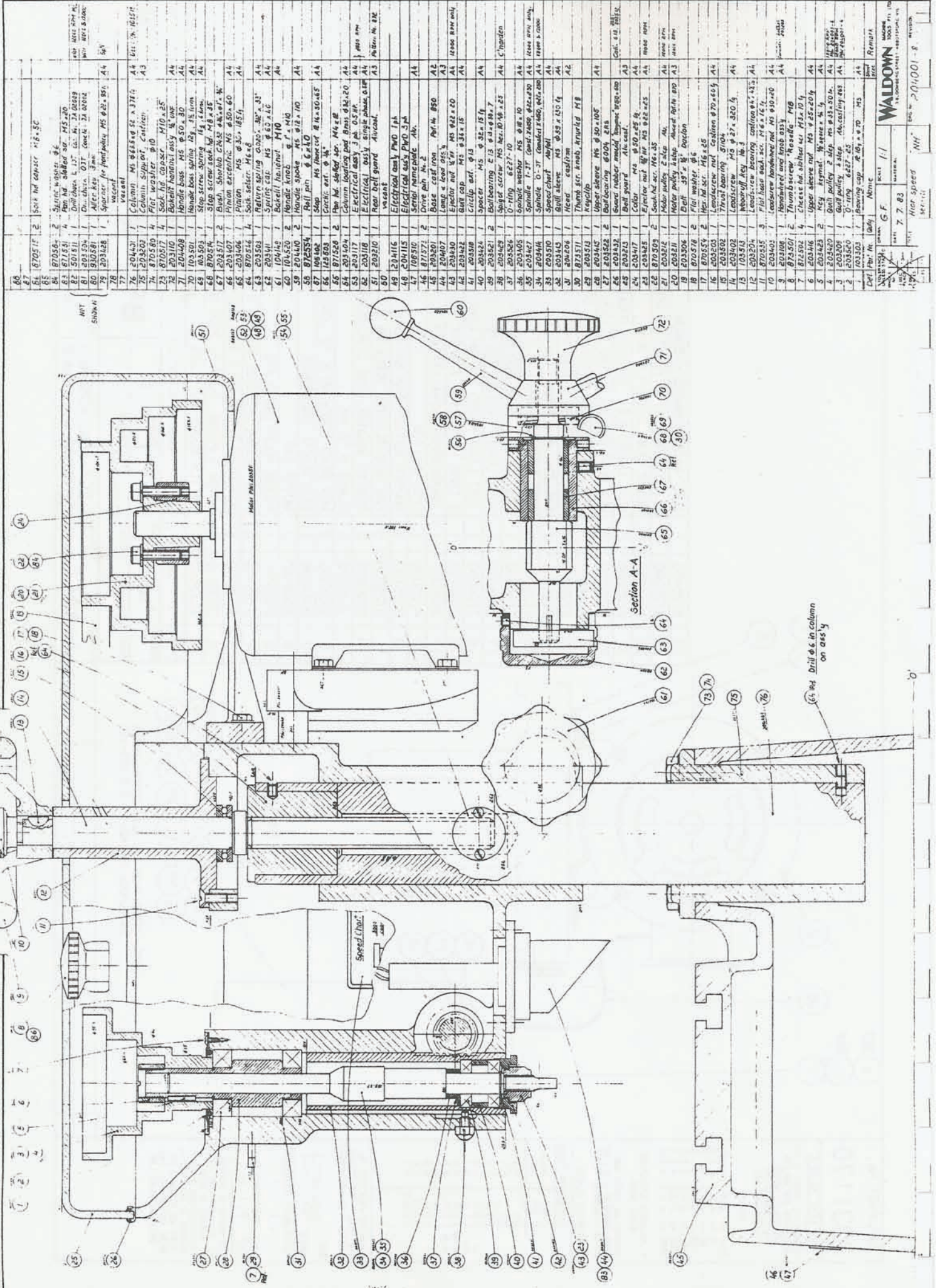
Revision A11111

A P/N 2052070 WAS 1052060 (MOTOR PLATE) M.G. 13-05-97

BROBO WALDOWN Pty Ltd

CADKEY A3





No.	Part No.	Description	QTY	Material	Notes
66	87051F	2	2	Steel nut cap screw 1/8 x 3/8	
67	87051F	2	2	Steel nut cap screw 1/8 x 3/8	
68	87056	4	4	Spring washers 3/8"	
69	87056	4	4	Spring washers 3/8"	
70	87056	4	4	Spring washers 3/8"	
71	87056	4	4	Spring washers 3/8"	
72	87056	4	4	Spring washers 3/8"	
73	87056	4	4	Spring washers 3/8"	
74	87056	4	4	Spring washers 3/8"	
75	87056	4	4	Spring washers 3/8"	
76	87056	4	4	Spring washers 3/8"	
77	87056	4	4	Spring washers 3/8"	
78	87056	4	4	Spring washers 3/8"	
79	87056	4	4	Spring washers 3/8"	
80	87056	4	4	Spring washers 3/8"	
81	87056	4	4	Spring washers 3/8"	
82	87056	4	4	Spring washers 3/8"	
83	87056	4	4	Spring washers 3/8"	
84	87056	4	4	Spring washers 3/8"	
85	87056	4	4	Spring washers 3/8"	
86	87056	4	4	Spring washers 3/8"	
87	87056	4	4	Spring washers 3/8"	
88	87056	4	4	Spring washers 3/8"	
89	87056	4	4	Spring washers 3/8"	
90	87056	4	4	Spring washers 3/8"	
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92	87056	4	4	Spring washers 3/8"	
93	87056	4	4	Spring washers 3/8"	
94	87056	4	4	Spring washers 3/8"	
95	87056	4	4	Spring washers 3/8"	
96	87056	4	4	Spring washers 3/8"	
97	87056	4	4	Spring washers 3/8"	
98	87056	4	4	Spring washers 3/8"	
99	87056	4	4	Spring washers 3/8"	
100	87056	4	4	Spring washers 3/8"	

**WALDOWN**  
 15 WILSON STREET - BOSTON, MASS.  
 ENGR. NO. 204001 - 8  
 DATE: 7 83  
 DRAWN BY: G F  
 CHECKED BY: [Signature]  
 TITLE: Motor speed  
 SCALE: 1/1  
 DEPT. Fabr. No.  
 NAME  
 Remark



TERMS AND CONDITIONS OF SUPPLY

1. Definitions

In these terms and conditions of trade:-

- "the Supplier" means Brobo Waldown Pty Ltd (ACN 005 091 574) of 138 Argus Street, Cheltenham;
- "the Customer" means a party to whom the Supplier has or will supply goods and/or provide its services;
- "the Price" means the price at which it has been agreed the Supplier supplies goods and/or provides its services to the Customer but excludes Sales Tax provided the Customers Sales Tax Exemption Certificate is supplied;
- "Terms and Conditions" means these terms and conditions of supply and any variations or amendments made from time to time and delivered to the Customer.

2. Application of these Terms and Conditions

- 2.1. These Terms and Conditions shall be deemed to be incorporated in all contracts for the supply of goods and/or the provision of services by the Supplier to the Customer.
- 2.2. These Terms and Conditions shall not be varied without the express written consent of the Supplier.

3. Extension of Credit

Upon completion by the Customer of a Credit Application and Guarantee (if required), the Supplier may, at its sole discretion, approve the extension of credit to the Customer. The Customer is not entitled to any extension of credit until it receives written notice from the Supplier stating that credit facilities have been granted.

4. Taxes and Charges

Unless already included within the price of any Goods or Services, the Supplier reserves the right to add to the price of any Goods or Services any amount which the Supplier is required to pay on account of any excise or sales tax, stamp duty or any other taxes or charges which may be established or levied by any government or governmental authority (whether Commonwealth, State or foreign) including any goods and services tax (or the equivalent), save and except that the Supplier will not apply excise or sales tax where prior to delivery of the goods, the Customer provides to the Supplier a valid excise or sales tax exemption number entitling the customer to an exemption from excise or sales tax in respect of the Goods.

5. Terms of Payment

- 5.1. Payment for goods and/or services shall be due within 30 days from the date of statement unless otherwise agreed between the parties.
- 5.2. If any amount is outstanding after 30 days, the Supplier may charge interest on such amount at the rate of 2.5% per month from the due date until the date of payment in full.
- 5.3. All payments made by the Customer to the Supplier will be applied as follows:-
  - 5.3.1. firstly in or towards payment of any costs (including legal costs on a solicitor-own client basis), charges, expenses, or outgoings incurred or paid by the Supplier in relation to any dishonoured cheque fees, collection costs or any action taken by the Supplier for the recovery of any amounts owing by the Customer to the Supplier;
  - 5.3.2. secondly in or towards payment of any interest due or payable hereunder; and
  - 5.3.3. thirdly, in or towards payment of the Customer's oldest debt owing to the Supplier.
- 5.4. If the Customer defaults in payment of any account on the due date all moneys which would become owing by the Customer to the Supplier at a later date for supply of goods and/or services shall be immediately due and payable without the requirement of any notice to the Customer.
- 5.5. The Supplier reserves the right to require the Customer to provide further security as a condition precedent to the continuation of supply and further reserves the right to alter the terms of payment at any time without notice and substitute cash with order or cash on delivery or any other terms.
- 5.6. The Supplier may, at its option, cease to perform any further work or supply any further goods if the Customer fails to make any payment by any due date.

6. Completion/Delivery

- 6.1. In the event that the Price includes delivery of the Customer's goods, the Customer acknowledges that the Supplier will arrange delivery of the goods in a manner nominated by the Supplier.
- 6.2. Any period or date for delivery stated by the Supplier is intended as an estimate only and is not a contractual commitment. The Supplier will use its best endeavours to meet any estimated delivery dates but the Supplier will not be liable for any loss or damage suffered by the Customer or any other person for failure to meet an estimated delivery date.
- 6.3. The Supplier is not liable for any loss or damage to the goods after delivery to the Customer. The receipt of the Railway or Carrier of the Customer's goods shall be proof of delivery to the Customer's nominated goods.
- 6.4. Notwithstanding the provisions of clause 11 hereof, the risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods shall pass to the Customer immediately upon delivery of the goods to the Customer, or delivery on site to a property owned by the Customer or as otherwise arranged with the Customer.
- 6.5. The Customer will accept delivery of the goods promptly and will be responsible for any demurrage and storage costs incurred as a result of failure to do so. The Customer acknowledges that it will also be responsible for all attempted delivery charges incurred by the Supplier as a result of the Customer's failure to accept prompt delivery of the goods.
- 6.6. The term "FIS" means delivery of machines (value in excess of \$325.00) will be made free to the Customer's store or residence where the Customer is located in an Australian Capital city (except for Darwin/Hobart) or is a nominated Customer of a Company and resides in Newcastle, Wollongong or Geelong. The term "FOR" (or unspecified delivery) means delivery will be made free onto Rail to the Australian Capital city (except Darwin/Hobart) where the Customer resides or the closest Australian Capital city to where the Customer resides. The term "FOB" means all items not covered by the above, specifically, spare parts and accessories will be delivered Free on Board to the Customer's nominated carrier as specified on the Customer's authorised Order or upon receipt of written advice will be sent at the Customer's risk by Australia Post at the Customer's expense.
- 6.7. Where the Supplier delivers goods for an order of less than the minimum order value, the Customer shall pay to the Supplier an administrative charge of \$15.00 in respect of that order. For the purposes of this clause minimum order values are \$325.00 for complete machines, and \$50.00 for all other products. The Supplier may by mutual agreement between the parties decide not to apply this clause. The Supplier may, at its discretion and without notice, increase the administrative charge or the minimum order value.

7. Placing Orders

- 7.1. All orders for goods and/or services are to be in writing and should include the name and signature of the person placing the order on behalf of the Customer. The Customer agrees that in the event that it places an order otherwise than in writing (e.g. by telephone) then the Supplier or its employee or representative is authorised to act as the agent of the Customer in completing an order form. In the absence of an order form, acceptance by the Customer of possession and/or delivery of the goods shall constitute acceptance or confirmation of previous acceptance of these Terms and Conditions to the exclusion of all other terms or provisions.
- 7.2. Any quotation provided by the Supplier will be subject to these Terms and Conditions unless terms and conditions are set out in the quotation, which will override these Terms and Conditions, to the extent of any inconsistency.

8. Warranty

- 8.1. The Supplier warrants that all goods supplied by it, save those as set out in clause 7.6 hereof shall be free from defects in materials and workmanship for a period of twelve (12) months from the date of delivery to the Customer, ("the Warranty Period"), on the following terms and conditions.
- 8.2. The Customer shall promptly provide written particulars to the Supplier on becoming aware of any defect in the goods during the Warranty Period, and shall provide the Supplier with all necessary access, facilities and information to enable the Supplier to ascertain or verify the nature and cause of the defect and to carry out its obligations under this warranty.
- 8.3. The Supplier's obligation under this warranty is limited to repair of the defective goods and the Supplier is under no obligation to replace the goods or refund the value of the goods to the Customer.



- 8.4. If the goods are, in the opinion of the Supplier, not defective or if any defect is attributable to any one or more of the following circumstances :-
- 8.4.1. The use of the goods for a purpose or purposes other than that for which they were intended to be used;
  - 8.4.2. The repair, modification or alteration of the goods by any person other than the Supplier;
  - 8.4.3. Where the defect has arisen due to misuse, neglect or accident, howsoever arising;
  - 8.4.4. Where the defect has arisen due to the installation of the goods which were, in the reasonable opinion of the Supplier, incorrectly carried out;
  - 8.4.5. Where the goods have not been stored or maintained as recommended by the Supplier; or
  - 8.4.6. Where the defect has arisen due to normal wear and tear on the goods - then the Supplier is under no obligation whatsoever to the Customer.
- 8.5. The Supplier is under no obligation under this warranty where the Customer has failed to observe the terms of payment for the goods or any other obligation imposed by the terms and conditions of this warranty.
- 8.6. In the event that the Supplier is supplying goods, which have been manufactured by third parties, the Customer shall be entitled to the benefit of any Manufacturer's Warranty in respect of such goods. The Customer acknowledges that the Supplier accepts no responsibility whatsoever for any Manufacturer's Warranty or any claim howsoever arising from the use of the goods, whether singularly or in combination with other products.
- 8.7. The Supplier shall not be liable for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused.
- 8.8. Except as specifically set out herein, or in writing by way of catalogue or pamphlet or otherwise provided by the Supplier to the Customer, any term, representation, condition or warranty in respect of the quality, condition or description of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

#### 9. Returns and Claims

- 9.1. No goods may be returned to the Supplier by the Customer without the Customer first contacting the Supplier and obtaining the written consent of the Supplier to the return of such goods.
- 9.2. All claims are to be made within seven (7) days of receipt of the goods by the Customer.
- 9.3. Notwithstanding Clauses 8.1 and 8.2, no goods may be returned to the Supplier by the Customer nor will the Supplier will be responsible for the quality or fitness thereof once they have been on-sold by the Customer.
- 9.4. If the goods in question were supplied as ordered and no quality fault can be found by the Supplier then there will be a 10% return surcharge of the invoiced Price payable by the Customer to cover expenses.
- 9.5. All costs involved in returning the goods will be borne by the Customer. If the goods are returned pursuant to clause 7 hereof the Supplier will bear the costs of returning the replaced or repaired goods to the Customer.
- 9.6. Should any dispute arise with regard to the quality or condition of the said goods or otherwise in connection with the terms of this contract, the Customer shall nevertheless pending resolution of the matter, take delivery of the said goods as delivered and make due payment therefor as herein agreed.
- 9.7. Any description of the goods given by the Supplier shall not constitute this contract as sale by description.
- 9.8. The Supplier's liability will be limited on any claim to the sum of the original invoiced price of the goods in concern.

#### 9. Experimental Work

Where the Supplier, at the Customer's request, carries out experimental work during or in connection with the manufacture of goods the Customer agrees to pay the Supplier a reasonable charge, to be determined by the Supplier, in respect of the experimental work. The charge is in addition to the price of the goods and is payable at the same time the price of the goods is due unless the Supplier otherwise agrees in writing.

#### 10. Passing of Property

- 10.1. All goods are to remain the property of the Supplier as legal and equitable owner and no property in or title to any goods supplied at any time will pass to the Customer until payment has been made in full for all goods supplied and/or services provided by the Supplier.
- 10.2. The Customer will clearly label the goods so as to identify the Supplier's ownership and will keep the goods separate from the Customer's other goods, if any, to ensure easy identification by the Supplier. Such labelling is to remain on the goods until such time as payment has been made in full to the Supplier.
- 10.3. Failure to make payment by the due date will, without prejudice to any other available remedies, entitle the Supplier to repossess the goods from any premises where they may be. For the purpose of repossessing the goods, the Customer hereby grants an irrevocable licence to the Supplier, its employees or agents, to enter upon such premises as the Supplier reasonably suspects the goods may be located, using such reasonable force as is necessary and the Customer will indemnify the Supplier from and against any liability to any third party in respect of any such damage, and from and against all actions, proceedings, claims, demands, costs, damages and expenses howsoever arising.
- 10.4. The Customer may in the ordinary course of its business sell and deliver the goods in which the property remains with the Supplier to any third party as the Supplier's agent in a fiduciary capacity and for the account of the Supplier. Any moneys received by the Customer with respect thereto shall be held by the Customer upon trust for the Supplier notwithstanding the fact that it is not deposited into a separate bank account. The Customer will upon request assign to the Supplier the legal title of any right against any third party arising out of such sale. The Customer will be entitled to receive from the Supplier by way of commission the excess of the proceeds of sale over the amounts due to the Supplier from the Customer.
- 10.5. Notwithstanding the foregoing, the Supplier will be entitled to bring an action against the Customer for the price of the goods in the event of non payment by the Customer by the due date as if the property in the goods had already passed to the Customer and will also have the right by notice in writing to the Customer at any time after the agreed delivery date to pass the property in the goods to the Customer as from the date of such notice.

#### 11. Insurance responsibilities

Notwithstanding the previous clause, the risk in the goods and all insurance responsibility for theft damage or otherwise in respect of the goods shall pass to the Customer immediately upon receipt of the goods by the Customer.

#### 12. Insolvency and Default

- 12.1. The Supplier may by notice in writing to the Customer terminate any contract with the Customer so far as unperformed by the Supplier forthwith if:-
  - 12.1.1. the Customer commits any breach of any of these conditions or any other contract with the Supplier;
  - 12.1.2. the Customer or any guarantor of the Customer compounds with or negotiates for any composition with its creditors generally;
  - 12.1.3. being an individual the Customer dies, becomes permanently incapacitated, or has a trustee appointed or a receiving order made against him or commits any act of insolvency;
  - 12.1.4. being a body corporate or legal person, the Customer or any guarantor of the Customer calls any meeting of its creditors or has a liquidator, provisional liquidator, official manager, mortgagee, mortgagee's agent, receiver or administrator of all or any of its assets appointed or enters into any liquidation (other than solely for reconstruction or amalgamation while solvent) or commits any other act of insolvency; or
  - 12.1.5. the financial position of the Customer, or some other fact or circumstance, leads the Supplier to believe on reasonable grounds that the Customer is likely to materially fail to complete its obligations under any contract with the Supplier.
- 12.2. In the event of such termination:-
  - 12.2.1. the Customer will forthwith on demand deliver to the Supplier any goods which are in the possession or control of the Customer but in which the property remains with the Supplier and, in default thereof, the Supplier will be entitled to repossess the same in accordance with clause 10 of these Terms and Conditions and the Customer shall indemnify the Supplier from and against any liability to any third party in respect of any such damage and from and against all actions, proceedings, claims, demands, costs, damages and expenses howsoever arising; and
  - 12.2.2. the Supplier will be entitled by notice in writing to the Customer to declare immediately due and payable any amounts outstanding from the Customer to the Supplier under this or any other agreement (such sums thereby becoming forthwith due and payable); and
  - 12.2.3. the Supplier may claim damages from the Customer for breach of contract and claim legal costs on a solicitor-own client basis.
- 12.3. Any termination will be without liability on the part of the Supplier for any and all direct or indirect loss or damage thereby caused to the Customer.

#### 13. Applicable Law

The parties agree that these Terms and Conditions and every contract connected therewith shall be governed by the law of the State of Victoria and the parties hereby submit to the