



Equipment Terms and Conditions of Use

The following Terms and Conditions of Use apply to your use of any equipment supplied by Cindicium Pty Ltd ABN 60 616 698 492 (**Cindi**) for use in connection with Cindi's weighing service (the **Cindi Equipment**). By using any of the Cindi Equipment you acknowledge that you agree to comply with these Terms and Conditions.

1. You warrant that:
 - a. you have watched the Cindicium CLAW Safety Principles & Operating Stages Video and read the CLAW Operating Procedure (**Induction Material**);
 - b. if you have any questions in relation to the Induction Material, you will clarify the answer to those questions with Cindi personnel before you use any Cindi Equipment;
 - c. you understand how to use Cindicium's equipment in accordance with the Induction Material and feel confident and competent to do so safely.
2. You acknowledge that you understand the risks associated with using the Cindi Equipment and that incorrect use of Cindi Equipment may cause injury or even death to you or others or damage to tangible property.
3. You warrant that you will only use the Cindi Equipment for its intended use and in accordance with the Induction Material and Cindi's reasonable instructions, directions, policies and procedures and all applicable laws.
4. You agree to:
 - a. notify Cindi immediately if you identify any damage, defects or excessive wear and tear to any Cindi Equipment;
 - b. take reasonable steps to minimise the risk of damage to the Cindi Equipment (reasonable wear and tear excepted); and
 - c. only use Cindi Equipment if it has been maintained in accordance with Cindi's maintenance protocol and visual inspection does not reveal any apparent damage, defects or excessive wear and tear.
5. You acknowledge that you do not obtain any title or interest in any Cindi Equipment and that it remains the personal property of Cindi, notwithstanding the manner by which it may be attached or affixed to land.
6. You agree that you will not:
 - a. attach or affix any Cindi Equipment to any land;
 - b. create, or allow creation of, any security interest, encumbrance, lien, charge or mortgage over any Cindi Equipment;
 - c. sublease or dispose of any Cindi Equipment; or
 - d. alter or reconfigure any Cindi Equipment.
7. You consent to Cindi collecting and using your name and contact details in accordance with Cindi's Privacy Policy (<https://www.cindicium.com/privacy-policy>).
8. Cindi makes no representation or warranty to you that the Cindi Equipment will be fit for any particular purpose, comply with any description or be free from defects or errors.
9. To the full extent permitted by law, Cindi excludes all liability to you in respect of any loss arising by reason of any failure of the Cindi Equipment to perform in accordance with any description, be fit for the purposes for which such goods are commonly supplied; free from defects; durable; fit for a particular purpose or supplied within a particular time; or at all.
10. To the extent permitted by law, Cindi's aggregate liability to you in relation to any and all events that arise in connection with these Terms or Conditions of Use (whether that liability arises in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise) is limited to AUD \$100.
11. In no circumstances is Cindi liable to you in connection with these Terms and Conditions of Use for any indirect or consequential loss.
12. These Terms and Conditions of Use are governed by the laws of New South Wales, Australia.