

MICK'S CRANES AUSTRALIA

TERMS & CONDITIONS OF HIRE AND SERVICES

Assan Co Pty Ltd trading as Mick's Cranes Australia | ABN 30 675 172 193

Effective Date: 15 September 2026

These Terms & Conditions apply to all equipment hire, crane hire, lifting, rigging, transport and associated services supplied by Mick's Cranes Australia ("MCA").

By accepting a quotation, issuing a purchase order, booking equipment or personnel, requesting MCA to commence work, or otherwise accepting MCA's services, the Customer agrees to these Terms & Conditions.

1. Definitions

MCA means Assan Co Pty Ltd trading as Mick's Cranes Australia.

Customer means the person, company or entity requesting or receiving Equipment or Services from MCA.

Equipment includes cranes, pick and carry cranes, mobile cranes, telehandlers, forklifts, EWPs, trucks, trailers, lifting equipment, rigging equipment and any other plant or equipment supplied by MCA.

Services includes crane hire, wet hire, dry hire, lifting, rigging, dogging, transport, mobilisation, demobilisation, supervision and associated services.

Site means the location at which the Equipment or Services are to be provided.

Hire Period means the period during which Equipment is committed to, supplied to, in the possession or control of, or available exclusively for the Customer, calculated in accordance with the quotation and these Terms.

Off-Hire means the time at which Equipment has been returned to MCA's nominated depot or another location expressly agreed by MCA in writing, or collected by MCA following the Customer providing reasonable, safe and lawful access for collection. Notification by the Customer that Equipment is no longer required does not, by itself, place the Equipment off-hire.

Standby means any period during which Equipment and/or personnel are committed to the Customer and ready, available or required to remain available but cannot perform productive work for reasons not caused by MCA.

Customer-Caused Damage includes damage, excessive wear, contamination or failure arising from misuse, overloading, incorrect operation, incorrect fuel or fluids, failure to complete required maintenance or inspections, unsafe Site conditions, unauthorised modification, or any negligent or unlawful act or omission of the Customer or persons under its control.

Fair Wear and Tear means deterioration resulting from normal and proper use of the Equipment in accordance with manufacturer requirements, and does not include damage, excessive wear, contamination, abuse, neglect or failure to perform required operator maintenance.

2. Quotations

Unless otherwise stated, quotations issued by MCA:

- are valid for the period shown on the quotation;
- are based on the information available to MCA at the time of quotation;
- are subject to Equipment and personnel availability;
- exclude GST unless stated otherwise; and
- may be adjusted where the scope, Site conditions, Equipment requirements, working hours, legal or permit requirements, or information supplied by the Customer changes, with any adjustment based on the changed scope, costs and applicable MCA rates.

Acceptance of a quotation may be made by written acceptance, purchase order, email confirmation, booking confirmation or instruction to commence mobilisation or work.

3. Scope of Work

MCA will provide the Equipment and/or Services described in the accepted quotation.

Any work outside the quoted scope may be treated as a variation and charged at MCA's applicable rates.

Where circumstances at the Site require additional Equipment, personnel, rigging equipment, transport, engineering, lift planning or other resources not included in the quotation, MCA will notify the Customer where reasonably practicable before proceeding.

4. Customer Information

The Customer must provide MCA with accurate and complete information necessary to safely plan and perform the work, including where applicable:

- load weights and dimensions;
- lifting points and centre of gravity;
- drawings and engineering information;
- site access requirements;
- underground and overhead services;
- ground conditions and allowable ground bearing pressures;
- exclusion zones;
- hazardous area requirements;
- induction and permit requirements; and
- any other hazards or restrictions relevant to the work.

MCA is entitled to rely on information supplied by or on behalf of the Customer, including load weights, dimensions, centre of gravity, lifting points, drawings, Site access information, underground services and ground conditions.

MCA may suspend or refuse work where information is missing, inaccurate or where MCA reasonably considers the work cannot be undertaken safely.

The Customer is responsible for reasonable additional costs, delays, reconfiguration, engineering, transport, mobilisation, recovery or other work resulting from materially inaccurate, incomplete or changed Customer information, except to the extent caused or contributed to by MCA.

5. Site Access and Ground Conditions

Unless specifically included in MCA's quotation, the Customer is responsible for providing safe and suitable access to and from the Site and a suitable work area for the Equipment.

The Customer must identify underground services, voids, pits, trenches, recently disturbed ground and other conditions that may affect crane setup or operation.

Where engineering assessment, additional crane mats, ground preparation, recovery, re-positioning or other measures are required because of Site conditions or information supplied by the Customer, reasonable additional costs may be charged unless expressly included in the quotation.

MCA retains the right to refuse to set up or operate Equipment where its personnel reasonably consider the ground, access or Site conditions unsafe.

6. Safety and Authority

Safety takes priority over production and scheduling.

MCA's crane operator, supervisor or other authorised representative may stop or suspend work where they reasonably believe:

- conditions are unsafe;
- the lift exceeds Equipment capacity;
- weather conditions are unsuitable;
- exclusion zones cannot be maintained;
- the lift differs materially from the information provided;
- required permits or approvals are unavailable; or
- continuing the work may breach legislation, manufacturer requirements or MCA procedures.

A safety-related suspension does not automatically entitle the Customer to a reduction in charges where the cause is outside MCA's reasonable control. Where the suspension is caused by the Customer, the Site or a third party, applicable hire, standby, labour and committed costs may continue to be charged.

7. Wet Hire

For wet hire, Equipment will be supplied with appropriately qualified personnel as specified in the quotation.

MCA's crane operator and authorised lifting personnel retain operational control of the Equipment and may refuse any instruction which they reasonably consider unsafe, unlawful, inconsistent with the lift plan, outside Equipment capacity or contrary to manufacturer requirements or MCA procedures.

Unless otherwise agreed, chargeable time is calculated in accordance with the quotation and these Terms and may include depot-to-depot travel, mobilisation, setup, operation, delays, standby, pack-up and return travel.

Additional operators, doggers, riggers, supervisors or other personnel required due to the scope or Site conditions may be charged separately.

8. Dry Hire

Where Equipment is supplied on dry hire, the Customer is responsible for:

- ensuring operators hold all licences, competencies and VOCs required for the Equipment and Site;
- operating the Equipment in accordance with manufacturer requirements and applicable laws;
- conducting required pre-start inspections, daily checks and routine operator maintenance;
- protecting and securing the Equipment;
- preventing misuse, overloading or unauthorised operation;
- immediately reporting faults, damage, incidents, near misses or unsafe conditions; and
- returning the Equipment in substantially the same condition as supplied, Fair Wear and Tear excepted.

The Customer must not modify, materially repair, relocate outside the agreed operating area, sub-hire or allow unauthorised persons to operate the Equipment without MCA's prior approval.

The Customer may be responsible for reasonable repair, recovery and loss-related costs arising from loss, Customer-Caused Damage, misuse or negligence occurring while Equipment is under the Customer's possession or control, except to the extent caused or contributed to by MCA. Clause 21 and Schedule 2 apply to such costs.

9. Hire Period and Depot-to-Depot Charging

Unless expressly stated otherwise in the quotation, chargeable wet-hire time commences when the Equipment and/or personnel depart MCA's nominated depot and ends when they return to that depot.

For dry hire and long-term hire, the Hire Period commences at the time specified in the quotation or, where no time is stated, when the Equipment is delivered to or collected by the Customer, and continues until the Equipment is returned to MCA or collected by MCA in accordance with these Terms.

Notification that Equipment is no longer required does not by itself terminate the Hire Period or place Equipment Off-Hire.

Mobilisation and demobilisation charges may apply separately where specified in the quotation.

Minimum hire periods stated in the quotation apply.

Where the Customer releases Equipment earlier than the agreed minimum or committed Hire Period, charges may continue for that agreed period, subject to applicable law and any contrary written agreement.

10. Working Hours and Overtime

Rates are based on the working hours stated in the quotation.

Hours outside those periods may attract overtime, night shift, weekend or public holiday rates.

Additional hours requested or caused by circumstances attributable to the Customer or Site may be charged at the applicable rate stated in the quotation or, where not stated, MCA's applicable rate notified before the additional work is performed where reasonably practicable.

11. Standby and Delays

Where Equipment or personnel are committed to the Customer and work cannot proceed for reasons outside MCA's reasonable control, Standby charges apply.

Unless another rate is stated in the quotation:

- wet-hire Equipment standby will be charged at 75% of the applicable Equipment hire rate;
- labour required to remain on Site or available for the work will remain chargeable at the applicable rate;
- accommodation, LAHA, travel, subcontractor, transport and other committed costs will continue to be chargeable; and

- where Equipment must remain operational, fully crewed, dedicated exclusively to the Customer or immediately available, the full applicable hire rate may apply where reasonably necessary and stated or notified for the relevant booking.

Standby may apply to Customer or third-party delays, unavailable loads, restricted Site access, induction or permit delays, changed Site conditions, industrial or operational delays, missing Customer information and other circumstances outside MCA's reasonable control.

Weather-related standby will be charged only in accordance with the applicable quotation or other written agreement.

12. Cancellation

The Customer must notify MCA as soon as practicable of any cancellation, postponement or material reduction in booked Equipment or Services.

Unless different cancellation terms are stated in the quotation, casual or day-to-day hire bookings require a minimum of 24 hours' notice of cancellation or postponement. A monthly, long-term, project-specific or fixed-term hire is not converted into a cancellable 24-hour booking merely because rates are expressed by the day, week or month.

- For a casual or day-to-day booking, where at least 24 hours' notice is provided, no standard cancellation fee applies; however, reasonable non-recoverable third-party, permit, transport, accommodation, mobilisation or other committed costs already incurred or irrevocably committed by MCA remain payable.
- For a casual or day-to-day booking, where less than 24 hours' notice is provided, MCA may charge up to 100% of the first scheduled hire day, together with unavoidable committed costs.
- Where mobilisation has already commenced, applicable mobilisation, demobilisation, travel, labour, transport, accommodation, subcontractor and other unavoidable committed costs remain payable.
- For monthly, long-term, project-specific, specially mobilised or fixed-term commitments, the committed Hire Period and any cancellation provisions expressly stated in the quotation apply. Unless the quotation expressly gives the Customer an early termination right, cancellation or release of Equipment before the end of the committed Hire Period does not relieve the Customer from charges for that committed period, subject to applicable law and MCA's duty to mitigate recoverable loss.

MCA will take reasonable steps to mitigate avoidable cancellation costs.

13. Mobilisation and Demobilisation

Mobilisation and demobilisation will be charged as specified in the quotation.

Where Equipment has already commenced mobilisation and the Customer cancels, postpones or changes the work, reasonable mobilisation, demobilisation, transport, permits, accommodation, subcontractor and associated costs already incurred or which cannot reasonably be avoided remain payable.

14. Transport

Transport charges are based on the information, route and Equipment requirements known at the time of quotation.

Additional costs resulting from route changes, escorts, permits, road authority requirements, road restrictions, changed dimensions or weights, waiting time, access delays or other requirements outside the original scope may be treated as a variation and charged to the Customer where reasonably incurred.

15. Fuel

Fuel arrangements will be as specified in the quotation.

Where the Customer is responsible for supplying fuel and fails to do so, MCA may supply fuel and charge the Customer the applicable cost or fuel levy stated in the quotation.

16. Variations

Changes to the agreed scope may result in additional charges.

Variations may include:

- additional lifts;
- increased load weights;
- changed crane configuration;
- additional rigging;
- additional personnel;

- changed Site conditions;
- additional mobilisation;
- changed working hours;
- delays attributable to the Customer or Site; and
- work not reasonably contemplated when the quotation was prepared.

Where reasonably practicable, MCA will advise the Customer before incurring material additional charges. Instructions or approvals given by the Customer's nominated site supervisor, project manager, superintendent, leading hand or other person who reasonably appears to MCA to have authority to direct the work may be relied upon by MCA as authority for a variation.

The absence of prior approval does not prevent MCA recovering reasonable additional costs where the variation is necessary because of an immediate safety requirement, changed Site condition, inaccurate Customer information, regulatory requirement, Equipment protection requirement or other circumstance requiring prompt action, provided MCA acts reasonably in the circumstances.

17. Breakdown and Equipment Failure

MCA will take reasonable steps to maintain Equipment in serviceable condition.

Where Equipment suffers a mechanical breakdown caused by a matter for which MCA is responsible and the breakdown materially prevents the contracted Services from being performed, any hire credit or adjustment will be limited to the actual period of material unavailability of the affected Equipment, calculated using the applicable hire basis in the quotation, unless a different breakdown arrangement is expressly stated in the quotation.

No reduction or suspension of hire charges applies to downtime resulting from:

- Customer misuse, overloading or operator error;
- incorrect fuel, oils, fluids, grease or consumables;
- failure by the Customer to perform required pre-starts, daily inspections or routine operator maintenance;
- Customer-Caused Damage;
- unsafe or unsuitable Site conditions;
- Customer or third-party delays; or
- circumstances otherwise allocated to the Customer under these Terms.

MCA will use reasonable efforts to repair or replace unavailable Equipment where reasonably practicable but does not guarantee that replacement Equipment will be immediately available.

MCA is not responsible for indirect or consequential losses arising from Equipment breakdown except to the extent such liability cannot lawfully be excluded.

18. Payment

Unless an accepted MCA quotation expressly states a different payment period, all invoices are due and payable within 7 days of the invoice date. A payment term appearing only in a Customer purchase order, portal, remittance process or other Customer document does not vary this 7-day term unless expressly accepted in writing by an authorised representative of MCA.

The Customer must pay each invoice in cleared funds by its due date and is responsible for ensuring that its internal approval, purchase order, vendor onboarding or accounts-payable processes do not delay payment.

The Customer must notify MCA in writing of any genuine invoice dispute as soon as reasonably practicable and, unless a longer period is required by applicable law, within 3 business days after receipt of the invoice. The notice must identify each disputed item, the amount disputed and reasonable particulars of the grounds for dispute.

Any undisputed portion remains payable by the due date and must not be withheld because another portion is disputed. To the maximum extent permitted by law, the Customer must not set off, deduct, backcharge or withhold any amount from an MCA invoice unless MCA has expressly agreed to the deduction in writing or the Customer has a non-excludable statutory right to do so.

Where applicable, the rights and obligations of the parties are subject to the Construction Contracts (Security of Payments) Act 2004 (NT) and any other legislation that cannot lawfully be excluded.

For clarity, issuing a purchase order, approving an invoice in a Customer portal, obtaining internal sign-off or completing vendor administration is the Customer's responsibility and does not postpone the contractual due date unless MCA expressly agrees otherwise in writing or applicable law requires otherwise.

19. Overdue Accounts

Where an amount remains unpaid after its due date, MCA may, subject to applicable law:

- suspend further Services;
- place the Customer's account on hold;
- require payment before providing further Equipment or Services;
- charge interest at 2% per month calculated daily, or the maximum lawful amount if lower; and
- recover reasonable external debt recovery costs properly incurred in recovering overdue amounts.

Where an account is overdue or MCA reasonably considers there has been a material deterioration in credit risk, MCA may, subject to applicable law, require cleared funds in advance, a deposit or other reasonable credit support before providing further Equipment or Services.

20. Purchase Orders

A Customer's failure to provide a purchase order does not relieve the Customer of its obligation to pay for Equipment or Services it has authorised MCA to provide.

Where a purchase order is required by the Customer's internal procedures, the Customer is responsible for arranging it before work commences.

Terms printed on or incorporated into a Customer's purchase order or other Customer document do not override MCA's quotation or these Terms unless the particular inconsistent term is expressly accepted in writing by an authorised representative of MCA.

MCA's acceptance of a purchase order number, acknowledgement of a purchase order, mobilisation, performance of Services or issue of an invoice does not constitute acceptance of the Customer's standard purchasing terms.

21. Customer-Caused Damage

The Customer is responsible for Customer-Caused Damage occurring while Equipment is in its possession, custody or control, except to the extent caused or contributed to by MCA, and must pay the reasonable costs arising from that Customer-Caused Damage in accordance with this clause.

Subject to applicable law, the Customer must reimburse MCA for reasonable costs properly incurred or loss reasonably suffered because of Customer-Caused Damage, which may include:

- inspection and assessment costs;
- transport and recovery costs;
- parts and labour;
- specialist repair costs;
- testing, certification and recommissioning;
- any insurance excess properly attributable to the event where the relevant loss or damage is the Customer's responsibility under the Agreement;
- replacement Equipment hire reasonably incurred by MCA; and
- loss of hire reasonably suffered during the period Equipment is unavailable because of Customer-Caused Damage.

MCA must take reasonable steps to mitigate recoverable loss. Fair Wear and Tear is excluded from Customer-Caused Damage.

22. Insurance

MCA will maintain insurance appropriate to its operations as required by law and its business requirements. MCA's insurance does not relieve the Customer from any insurance or liability obligation allocated to the Customer under the Agreement.

For dry hire, the Customer must maintain the insurance required by Schedule 2 before taking possession of the Equipment and throughout the Hire Period, and must provide evidence of that insurance before mobilisation and upon reasonable request by MCA.

23. Liability

Each party remains responsible for loss, damage, injury or expense to the extent caused by its negligent act or omission, breach of contract or breach of law.

To the maximum extent permitted by law, neither party will be liable to the other for indirect or consequential loss, loss of profit, loss of production, loss of opportunity or loss of revenue, except where such liability cannot lawfully be excluded.

Nothing in these Terms excludes, restricts or modifies any right, guarantee, condition, remedy or liability that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable legislation.

24. Indemnity

The Customer indemnifies MCA against reasonable loss, damage, liability or expense arising from:

- inaccurate information supplied by the Customer;
- unsafe Site conditions within the Customer's control;
- misuse of Equipment during dry hire; or
- negligent or unlawful acts of the Customer or persons under its control,

except to the extent the loss was caused or contributed to by MCA.

25. Force Majeure

Neither party is responsible for delay or failure to perform its obligations to the extent caused by circumstances outside its reasonable control, including severe weather, natural disasters, road closures, industrial action, government restrictions, emergencies or similar events.

A Force Majeure event does not relieve the Customer from paying amounts accrued before the event or reasonable mobilisation, demobilisation, transport, accommodation, subcontractor and other unavoidable costs already incurred or committed for the relevant Services.

The affected party must take reasonable steps to minimise the impact of the event.

26. Subcontractors

MCA may use suitably qualified subcontractors or third-party Equipment where reasonably required to perform the Services.

MCA remains responsible for managing its subcontractors in accordance with its contractual obligations.

27. Compliance

Both parties must comply with applicable workplace health and safety, environmental and other legal requirements relevant to the Services.

The Customer must advise MCA before mobilisation of any Site-specific rules, inductions, permits or compliance requirements that may affect the Equipment or personnel supplied.

28. Photographs and Records

MCA may take photographs, video and operational records for safety, lift planning, quality assurance, incident investigation and internal business records.

MCA will obtain appropriate permission before using identifiable Customer Site imagery for advertising or promotional purposes where such permission is required.

29. Confidentiality

Each party must take reasonable steps to protect confidential commercial or technical information received from the other party and must not disclose it except where necessary to perform the Services, obtain professional advice, satisfy insurance requirements or comply with law.

30. Disputes

If a dispute arises, the parties will first attempt to resolve the matter through good-faith discussions between authorised representatives.

Any undisputed amount remains payable in accordance with the agreed payment terms while the dispute is being resolved.

Nothing in this clause prevents either party from exercising statutory rights, seeking urgent relief or using an adjudication or dispute-resolution process available under applicable legislation.

31. Governing Law

These Terms & Conditions are governed by the laws applicable in the Northern Territory of Australia unless otherwise agreed in writing.

The parties submit to the jurisdiction of the courts and tribunals having jurisdiction in the Northern Territory, subject to any mandatory statutory rights or procedures.

32. Order of Precedence

If there is an inconsistency between documents, the following order applies unless expressly agreed otherwise:

1. any written special conditions agreed by MCA and the Customer;
2. MCA's accepted quotation;
3. these Terms & Conditions;
4. the Customer's purchase order; and
5. other Customer documentation.

A Customer's standard purchasing terms will not amend these Terms & Conditions merely because they accompany a purchase order or other document.

33. Entire Agreement

The accepted quotation, these Terms & Conditions and any written variations or special conditions agreed by the parties constitute the agreement for the relevant Services.

34. Severability

If any provision of these Terms & Conditions is invalid or unenforceable, it will be read down to the extent necessary or severed, and the remaining provisions will continue to operate.

35. Changes to Terms

The version of these Terms & Conditions applicable to a booking is the version provided, referenced or available to the Customer when the relevant quotation or booking is accepted.

Changes published after acceptance will not retrospectively alter an existing booking unless agreed by the parties.

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SCHEDULE 1 - STANDARD COMMERCIAL CONDITIONS

This Schedule forms part of Mick's Cranes Australia (MCA) Terms & Conditions of Hire and Services. It sets out MCA's standard operating and commercial rules unless different terms are expressly stated in an accepted MCA quotation, hire agreement or other written agreement. A Customer purchase order or Customer standard terms will vary MCA's quotation, these Terms or this Schedule only where the particular inconsistent term is expressly accepted in writing by an authorised representative of MCA. Where a quotation contains a job-specific rate or condition, the quotation takes precedence.

1. Standard Working Day and Day Rates

Unless otherwise stated in the quotation, MCA day rates are based on a maximum standard working day of 11 hours.

The 11-hour day may include chargeable depot-to-depot travel, mobilisation, setup, operation, pack-up and return travel where applicable to the quoted scope.

Hours worked beyond the quoted daily allowance will be charged at the applicable hourly, overtime, shift, weekend or public holiday rate stated in the quotation or otherwise agreed in writing.

2. Depot-to-Depot Charging

Unless expressly stated otherwise, wet-hire labour and Equipment charges are calculated depot-to-depot from MCA's nominated depot.

Chargeable time commences when the Equipment and/or personnel depart the nominated MCA depot and ends when they return to that depot.

Where mobilisation or demobilisation is separately priced as a fixed amount, the quotation will identify that arrangement.

3. Minimum Hire

Minimum hire periods are as stated in the quotation.

Where the quotation does not specify a minimum hire, the applicable minimum will be the minimum shown in MCA's current rate schedule or booking confirmation provided to the Customer before commencement of the Services.

No minimum hire period will be imposed retrospectively if it was not reasonably disclosed before the booking commenced.

Where a Customer books Equipment or personnel for an agreed minimum or committed period and releases them early, the agreed minimum or committed charge remains payable, subject to applicable law and any written variation agreed by MCA.

4. Standby and Delays

Unless a different standby rate is stated in the quotation, MCA's standard wet-hire Equipment standby rate is 75% of the applicable Equipment hire rate for the affected Standby period.

Labour required to remain on Site or available for the work remains chargeable at the applicable rate. Accommodation, LAHA, travel, subcontractor, transport and other committed costs may continue to be charged at the applicable rate.

Standby may apply where Equipment and/or personnel are committed and available but work cannot proceed for reasons outside MCA's reasonable control, including Customer delays, other contractors, unavailable loads, access restrictions, permit or induction delays, changed Site conditions or missing information.

Where Equipment is required to remain fully crewed, operational, dedicated exclusively to the Customer or immediately available, the full hire rate may apply where reasonably necessary and stated or notified for the relevant booking.

Weather-related standby will be charged only in accordance with the applicable quotation or other written agreement.

5. Weekends, Night Shift and Public Holidays

Weekend, night shift and public holiday work may attract additional labour and/or Equipment charges.

The applicable rates or multipliers will be stated in the quotation or agreed in writing before the work is performed where reasonably practicable. Where additional work is requested after mobilisation and no rate was previously stated, MCA's applicable rate may be used if notified before the additional work is performed where reasonably practicable.

Where a Customer requests additional work outside the originally quoted hours after mobilisation, MCA's applicable overtime, weekend, night shift or public holiday rates may apply.

6. Fuel and Fuel Levy

Unless otherwise stated in the quotation, MCA's standard fuel levy is 15% where MCA supplies fuel.

Where a quotation requires the Customer to supply fuel and the Customer does not provide the required fuel, MCA may supply it and apply a fuel levy of up to 20%, or the job-specific rate stated in the quotation.

Fuel arrangements for long-term or dry hire may be separately agreed and will take precedence over this Schedule.

7. LAHA, Accommodation and Travel

Where personnel are required to work away from their normal base, Living Away From Home Allowance (LAHA), accommodation, meals, flights, vehicle travel and other reasonable travel costs may be charged as stated in the quotation.

Where a specific LAHA amount is not stated in the quotation, the applicable MCA rate at the time of the work will apply if the Customer has agreed that LAHA is chargeable.

Accommodation supplied by the Customer must be safe, suitable and reasonably located for the work. If suitable accommodation is not provided as agreed, MCA may arrange accommodation and charge the reasonable cost to the Customer.

8. Mobilisation Deposits and Upfront Costs

MCA may require a mobilisation deposit or advance payment before committing Equipment, transport, subcontractors or personnel to a project.

Where required, the amount and due date will be stated in the quotation. Unless otherwise stated, MCA may require up to 50% of quoted mobilisation and demobilisation costs to be paid before mobilisation commences.

MCA is not required to commence mobilisation until any required deposit or advance payment has been received in cleared funds.

Deposits will be applied to the relevant project charges and are not an additional fee.

9. Cancellation and Postponement

The Customer must notify MCA of cancellation or postponement as early as reasonably practicable.

Unless different cancellation terms are stated in the quotation, casual or day-to-day hire bookings require a minimum of 24 hours' notice of cancellation or postponement. A monthly, long-term, project-specific or fixed-term hire is not converted into a cancellable 24-hour booking merely because rates are expressed by the day, week or month.

- For a casual or day-to-day booking, where at least 24 hours' notice is provided, no standard cancellation fee applies; however, reasonable non-recoverable third-party, permit, transport, accommodation, mobilisation or other committed costs already incurred or irrevocably committed by MCA remain payable.
- For a casual or day-to-day booking, where less than 24 hours' notice is provided, MCA may charge up to 100% of the first scheduled hire day, together with unavoidable committed costs.
- Where mobilisation has already commenced, applicable mobilisation, demobilisation, travel, labour, transport, accommodation, subcontractor and other unavoidable committed costs remain payable.
- For monthly, long-term, project-specific, specially mobilised or fixed-term commitments, the committed Hire Period and any cancellation provisions expressly stated in the quotation apply. Unless the quotation expressly gives the Customer an early termination right, cancellation or release of Equipment before the end of the committed Hire Period does not relieve the Customer from charges for that committed period, subject to applicable law and MCA's duty to mitigate recoverable loss.

MCA will take reasonable steps to mitigate avoidable cancellation costs.

Any specific cancellation window or cancellation fee stated in the quotation takes precedence over this Schedule.

For avoidance of doubt, a monthly rate is a pricing basis and does not by itself create a month-to-month termination right. Where the accepted quotation identifies a committed Hire Period, minimum term or fixed project period, that commitment continues unless the quotation expressly provides otherwise.

10. Dry-Hire Responsibilities

For dry hire, the Customer assumes day-to-day care, custody and control of the Equipment from delivery or collection until it is returned to or collected by MCA, except to the extent otherwise agreed in writing.

Notification that Equipment is no longer required does not by itself place the Equipment Off-Hire. Where Equipment remains at the Customer's Site pending collection, the Customer remains responsible for its reasonable security, protection and care.

The Customer must ensure that only appropriately licensed, trained, competent and authorised persons operate the Equipment and that all Site-specific VOC and induction requirements are satisfied.

The Customer must complete required pre-start inspections, daily checks and routine operator maintenance, and must immediately stop using the Equipment and notify MCA if a fault, warning, damage or unsafe condition is identified.

The Customer must not overload, misuse, modify, sub-hire, relocate outside the agreed area or permit unauthorised use of the Equipment.

The Customer is responsible for fuel, AdBlue, daily consumables and routine operating requirements during dry hire unless the quotation states otherwise.

The Customer must keep the Equipment secure when not in use and take reasonable precautions against theft, vandalism, contamination, flooding, fire and other foreseeable damage.

The Customer may be charged reasonable cleaning, recovery, inspection, repair, replacement and loss-of-hire costs resulting from misuse, negligence or Customer-Caused Damage while the Equipment is in the Customer's possession or control, except to the extent caused or contributed to by MCA.

Fair Wear and Tear is excepted. Mechanical failure arising from normal use and not caused or contributed to by the Customer will be managed in accordance with the breakdown provisions of the Terms & Conditions.

11. Variations and Additional Resources

Additional lifts, heavier or different loads, additional rigging, additional personnel, changed crane configuration, changed working hours, additional transport or changes to Site conditions may be treated as variations.

Where reasonably practicable, MCA will advise the Customer of material additional charges before undertaking the varied work. MCA may rely on instructions or approvals from the Customer's nominated site supervisor, project manager, superintendent, leading hand or other person who reasonably appears to have authority to direct the work. Safety-critical actions may be taken immediately where necessary to protect people, property or Equipment.

12. Job-Specific Conditions

MCA quotations may include special commercial conditions for individual projects, including minimum hire periods, shift structures, standby rates, fuel arrangements, mobilisation terms, payment milestones and cancellation provisions.

Those job-specific conditions take precedence over this Schedule to the extent of any inconsistency.

Effective Date: 15 September 2026 | Revised: 20 September 2026

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SCHEDULE 2 - ADDITIONAL EQUIPMENT HIRE PROTECTIONS

This Schedule forms part of MCA Terms & Conditions and applies particularly to dry hire and long-term equipment hire. Job-specific conditions in an accepted MCA quotation take precedence to the extent of any inconsistency.

1. On-Hire and Off-Hire Condition Reports

MCA may prepare an on-hire condition report, including photographs, meter readings, logbook information, attachments and a record of existing damage, before Equipment is delivered or collected. The Customer must reasonably cooperate with this inspection.

The Customer must inspect the Equipment and notify MCA in writing of any material disagreement with an on-hire condition report before operating the Equipment or, where that is not reasonably practicable, within 1 business day after receipt of the report.

If the Customer operates the Equipment without notifying MCA of a material disagreement within the period above, the on-hire report, photographs, meter readings and delivery records may be relied upon as evidence of the Equipment's condition at commencement of hire, subject to any defect or condition that could not reasonably have been identified at that time.

MCA may complete an off-hire inspection when the Equipment is returned or collected. The on-hire and off-hire records may be used to determine loss, damage, excessive wear, contamination or missing items arising during the Hire Period, Fair Wear and Tear excepted.

MCA may complete an off-hire inspection as soon as reasonably practicable after return or collection. MCA will ordinarily notify the Customer of damage identified on off-hire inspection within 5 business days, but this does not prevent later notification of latent, internal or concealed damage that could not reasonably have been discovered during the initial inspection.

2. Cleaning and Return Condition

Equipment must be returned reasonably clean and free from excessive mud, concrete, chemicals, waste, contamination and other material not resulting from normal use.

Reasonable cleaning, decontamination, waste disposal or recovery costs required because of the condition in which Equipment is returned may be charged to the Customer.

All keys, manuals, attachments, lifting accessories, removable components and other items supplied with the Equipment must be returned with it.

3. Daily Inspections, Logbooks and Operating Records

During dry hire, the Customer must ensure required pre-start inspections and daily checks are completed before use and that logbooks, hour records and other operating records are accurately maintained.

Where reasonably requested by MCA, the Customer must provide copies of pre-starts, logbook entries, hour-meter records, operator details and incident or maintenance records relating to the Equipment.

The Customer must immediately stop operating the Equipment and notify MCA if a defect, warning, breakdown, damage, incident, near miss or unsafe condition is identified.

4. Dry-Hire Maintenance and Consumables

Unless otherwise stated in the quotation, the Customer is responsible during dry hire for daily operator maintenance and for supplying the correct fuel, AdBlue, oils, grease and routine consumables required for normal operation.

Planned servicing, statutory inspections and major repairs will be allocated between MCA and the Customer as stated in the quotation or hire agreement. The Customer must provide reasonable access to the Equipment for MCA to carry out inspections, servicing or repairs for which MCA is responsible.

The Customer must not carry out material repairs, modifications or alterations without MCA's prior approval, except where immediate action is reasonably necessary to make the Equipment safe and MCA cannot first be contacted.

5. Ownership and Restrictions on Dealing with Equipment

All Equipment remains the property of MCA or the relevant third-party owner at all times. The Customer obtains a right to use the Equipment only for the agreed hire period and purpose.

Without MCA's prior written approval, the Customer must not sell, assign, mortgage, pledge, sub-hire, lend, dispose of, create a lien or security over, part with possession of, remove identification from, or relocate the Equipment outside the agreed Site or operating area.

The Customer must promptly notify MCA if any person asserts or attempts to assert an interest, lien, charge, seizure or other claim over the Equipment.

6. PPSA and PPSR

The Customer acknowledges that MCA's interest in hired Equipment may constitute a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA).

The Customer consents to MCA registering any security interest that MCA reasonably considers necessary to protect its interest in the Equipment and must provide information and reasonable assistance required for that purpose.

The Customer must not register or permit any security interest over MCA Equipment that is inconsistent with MCA's ownership or rights. Nothing in this clause limits any right or obligation that cannot lawfully be excluded under the PPSA.

7. Insurance for Dry Hire

Unless MCA agrees otherwise in writing, before dry hire commences and throughout the Hire Period the Customer must maintain public liability insurance of not less than \$20 million per occurrence and insurance covering the Equipment for physical loss or damage for its full replacement value or other value nominated by MCA. The cover must be appropriate for hired-in plant in the Customer's care, custody and control and, where reasonably available, cover accidental damage, theft, fire, malicious damage, rollover, flood, recovery and transport risks applicable to the agreed use of the Equipment.

Before mobilisation, the Customer must provide certificates of currency and, where reasonably requested, relevant policy details or endorsements sufficient to confirm the required cover, insured value, material exclusions and excess. The Customer must ensure MCA's interest as owner of the Equipment is noted on the relevant plant/equipment policy where reasonably available and must promptly notify MCA of cancellation, non-renewal or material reduction of the required cover.

The existence, absence or response of insurance does not increase or reduce either party's liability under the Agreement. The Customer remains responsible for any applicable excess and for any uninsured or underinsured amount to the extent the underlying loss or damage is the Customer's responsibility under the Agreement, but not to the extent caused or contributed to by MCA.

8. Default, Suspension and Termination by MCA

Subject to applicable law, MCA may suspend further Services, suspend the Customer's right to use Equipment, or terminate the relevant hire by written notice if the Customer materially breaches the Agreement, fails to pay an undisputed amount when due and does not remedy that failure after reasonable written notice, fails to maintain or provide evidence of required insurance, uses Equipment unsafely or unlawfully, or becomes insolvent or subject to an external administration event.

Where a breach is capable of remedy and immediate action is not reasonably required for safety, protection of Equipment or credit risk, MCA will provide a reasonable opportunity to remedy the breach.

Termination does not affect amounts already due, reasonable demobilisation or recovery costs, or rights that accrued before termination.

9. Recovery and Access to Equipment

When a hire ends or is validly terminated, the Customer must make the Equipment available for return or collection and provide MCA with reasonable, safe and lawful access to recover it. Unless otherwise agreed, Equipment is not Off-Hire until it is returned to MCA or made available for collection at the agreed location with safe access, keys and supplied attachments available, and MCA has been given written notice that collection can proceed.

Where Equipment remains at the Customer's Site following notice that it is no longer required, the Customer remains responsible for its reasonable security, protection and care until the Equipment is returned to or collected by MCA.

Where collection is delayed because MCA cannot obtain safe and reasonable access to the Equipment, applicable hire or standby charges may continue until access is provided.

Where MCA unreasonably delays collection after the Equipment has been made available in accordance with the agreed arrangements, the Customer will not be charged for delay caused solely by MCA.

MCA will exercise any recovery rights in accordance with applicable law and Site requirements. The Customer is responsible for reasonable recovery costs to the extent those costs result from the Customer's breach, failure to return Equipment as agreed or unauthorised relocation of the Equipment.

10. Assignment and Sub-Hire

The Customer must not assign, transfer, novate or sub-hire its rights or obligations relating to MCA Equipment without MCA's prior written consent.

MCA may use suitably qualified subcontractors or third-party Equipment as permitted under the main Terms & Conditions, but remains responsible for its contractual obligations to the Customer.

11. Notices

Formal notices under the Agreement must be in writing and may be delivered by hand or sent to the email or postal address most recently notified by the receiving party.

An email notice is taken to be received when it enters the recipient's information system, unless the sender receives an automated notice that delivery failed. This clause does not apply where legislation requires another method of service.

12. Waiver and Cumulative Rights

A failure or delay by either party to exercise a contractual right does not waive that right. A waiver is effective only to the extent expressly given.

Rights and remedies under the Agreement are cumulative and do not exclude rights or remedies available under applicable law.

13. Survival

Provisions concerning payment, ownership, Equipment return, loss or damage, confidentiality, indemnity, liability, dispute resolution and any other provision intended by its nature to continue will survive expiry or termination of the Agreement.

Effective Date: 15 September 2026 | Revised: 20 September 2026

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