

SIMPLIFIED TERMS AND CONDITIONS OF HIRE

This is a contract for hire of assets

This is a legally enforceable contract for the hire of assets from AJM Hire Co.

1. It is the persons hiring from AJM Hire Cos responsibility to ensure to carefully read and understand the Terms and Conditions before hiring any assets and contact us if you do not understand it.

2. Persons hiring equipment from AJM Hire Co are deemed to have agreed to these terms and conditions at the start of the Hire Period.

3. This document comprises the contract for the hire of assets from AJM Hire Co by all persons from 1 August 2020 on.

4. Definitions

Words or phrases used in this contract have their ordinary meaning unless listed in the appendix. Words or phrases listed in the appendix they have the meaning there stated.

5. The Assets

The Assets are the specific assets hired by AJM Hire Co to the Hiree under this contract.

6. Capacity and responsibility of the Hiree

The Hiree and the Hiree's Representative are jointly and severally responsible for giving effect to this contract and for any breach of this contract.

7. The Hire Period

7.1. The Initial Hire Period is the number of days agreed by the Hiree and AJM Hire Co at the start of the hire. This the number of days selected by the Hiree on AJM Hire Co's on-line booking system or the number of days otherwise agreed by the parties.

7.2. The Hire Period starts when the Hiree takes possession of the Assets. The Hire Period ends on the later of the Hirer returning the Assets to AJM Hire Co or the Hirer paying all Hire Fees to AJM Hire Co.

7.3. The Hire Period is longer than the Initial Hire Period if the Hiree fails to return the Assets by the agreed date.

8. End of Initial Hire Period

8.1. The Initial Hire Period ends early if:

8.1.1. the Hiree is a natural person and:

1. the Hiree commits an act of bankruptcy or
2. breaches a term or condition of the Hire Contract

8.1.2. the Hiree is a company and:

1. commits an act of insolvency
2. a receiver, manager or administrator is entitled to take possession of the Assets
3. the Hiree enters into a Deed of Company Arrangement
4. the Hiree ceases conducting business in the normal manner
5. the Hiree applies for deregistration or receives a deregistration notice or

6. the Hiree breaches the Hire Contract or

8.2. the Hiree voluntarily returns possession of the Assets to AJM Hire Co before the end of the Initial Hire Period.

8.3. Hire Fees paid are not refunded on the early end of the Initial Hire Period.

9. Late delivery or non-delivery of the Assets

AJM Hire Co is not liable for any loss to the Hiree or any other person caused by the late delivery of the Assets or the non-delivery of the Assets for whatever reason including adverse road and traffic conditions, human error, mechanical failure and website systems failure.

10. Payment of Hire Fees

10.1. All payments must be by credit card or debit card. The Hiree irrevocably permits AJM Hire Co to access the Hiree's credit card or debit card details during and after the Hire Period for the sole purpose of receiving the Hire Fees.

10.2. The Hiree must pay AJM Hire Co the Agreed Hire Fee before the Hiree takes possession of the Asset. The Agreed Hire Fee is the amount published on the AJM Hire Co website or such other amount agreed in writing by the parties.

10.3. If the Asset is not returned to AJM Hire Co by the end of the Initial Hire Period the Hiree must pay AJM Hire Co a further hire fee. This further hire fee is equal to the four-hour hire fee usually applying to that Asset for each hour or part thereof the Asset is not returned to AJM Hire Co by the end of the Initial Hire Period.

10.4. If the Asset requires repair other than fair wear and tear due to the Hirer mis-using the Asset the Hiree must pay AJM Hire Co a further hire fee. This further hire fee is equal to the one-day hire fee usually applying to that Asset for each day or part thereof the Asset is under repair and not able to be hired plus the cost of the repair.

10.5. The Hiree will pay a reasonable fee for any consumables such supplied by AJM Hire Co during the Hire Period including fuel.

10.6. The Hiree will pay a delivery fee for the delivery of the Assets to the Hiree and the pick-up of the Assets from the Hiree by AJM Hire Co as published on the AJM Hire Co website.

10.7. The Hiree will pay any waiting fee as published on the AJM Hire Co website for any waiting time at pick up or delivery of more than 15 minutes. This is irrespective of the cause of the waiting time.

10.8. The Hiree will pay a cleaning fee as published on the AJM Hire Co website if the Assets are not clean when returned to AJM Hire Co. (Standard Clean = \$50.00, Excessive dirt = POA)

10.9. The Hiree irrevocably authorises AJM Hire Co to withdraw Hire Fees from any credit card or debit card using details and access authorisations provided to AJM Hire Co for the purposes of paying Hire Fees before the end of the Hire Period.

10.10. Any unpaid Hire Fees will be charged interest at a rate of 2.5% a month compounding monthly.

10.11. Hire Fees include the Goods and Services Tax (GST).

11. Use of the Assets for more than eight hours a day

11.1. AJM Hire Co may charge additional fees based on its single day hire rate for any use of the asset for more than eight hours per day. (\$40.00 per additional hour)

11.2. Saturday to Monday promotion is equivalent to eight hours use.

12. AJM Hire Co's obligations

12.1. AJM Hire Co will allow the Hiree to take possession of the Assets and use the Assets subject to the terms and conditions set out in this contract.

12.2. AJM Hire Co will provide the equipment in good working order and in clean condition at the start of the Hire Period.

12.3. AJM Hire Co will otherwise observe all terms and conditions in this contract.

13. The Hiree's obligations

13.1. The Hiree's obligations include the obligations to:

1. pay the Hire Fees set out in this contract
2. keep the Assets in good condition subject to fair wear and tear
3. not tamper with, repair, or alter the Assets
4. not use the Assets for an illegal purpose
5. not use the Assets while under the influence of alcohol or drugs
6. advise AJM Hire Co of any mechanical misfunctions as soon as they are identified
7. advise AJM Hire Co of any damage to the Assets as soon as the damage occurs
8. observe all relevant laws and regulations including health and safety regulations
9. observe all manufacturer operational guidelines and limits such as load or gradient limits
10. ensure only appropriately licensed and competent persons use the Assets
11. retain sole possession of the Assets during the Hire Period
12. not hold out to any other person that they own the Assets
13. deal with Assets as a bailee only and not re-hire, re-let, sell, or encumber the Assets
14. return the Assets to AJM Hire Co at its usual business address at the end of the Initial Hire Period or as otherwise directed by AJM Hire Co verbally or in writing including by text message or email to return the Assets to AJM Hire Co
15. clean the Assets before returning them to AJM Hire Co or pay a cleaning fee
16. allow AJM Hire Co to enter its premises to inspect or regain possession of the Assets
17. observe AJM Hire Co's directions regarding the safe operation of the Assets
18. compensate AJM Hire Co for any loss caused to it for any reason including accident, theft, vandalism, breach of operational guidelines or any other cause

19. record the details of any person who uses the Assets including their name, licence details, date and time that used the Assets

20. pay all third-party costs including tolls, fines, penalties and other Government charges caused by the Hiree's use of the Assets during the Hire Period

21. refill the fuel tank at the end of the Hire Period or pay \$2 per litre to refill

22. not interfere with any GPS location equipment or similar equipment fitted to the Assets

23. record the details of any accident involving the Assets and co-operate with AJM Hire Co in recovering damages from such an accident.

14. The Hiree's knowledge of the Assets

The Hiree agrees it has selected the correct Assets, that they are suited to the intended tasks, that it can operate the Assets and understands the occupational health and safety rules applying to the Assets.

15. Title to Assets

AJM Hire Co retains sole title to all Assets hired by the Hiree during the Hire Period. The Hiree does not obtain any legal or beneficial interest in the Assets other than as a bailee.

16. Resumption of possession by AJM Hire Co

16.1. AJM Hire Co may resume possession of the Assets at any time without notice to the Hiree if for any reason AJM Hire Co reasonably believes the Hiree has or may breach this Agreement.

16.2. AJM Hire Co will not be liable for any costs incurred by the Hiree as a consequence of it resuming possession of the Assets under the above clause.

17. Damage to premises

AJM Hire Co is not responsible for any damage to the Hiree's Premises or other premises on delivery or pick up of the Assets or during the Hire Period.

18. Indemnities by the Hiree

18.1. The Hiree indemnifies AJM Hire Co for any loss or damage to the Assets and any loss or damage caused by the unauthorised use of the Assets during the Hire Period.

18.2. The Hiree indemnifies AJM Hire Co for any liability for any costs or liabilities for any injury to third persons or property caused by the Assets during the Hire Period.

19. Insurance by AJM Hire Co

19.1. AJM Hire Co is not required to claim on any insurance policy it may hold for any losses or damages caused by the Hiree.

19.2. AJM Hire Co is not required to disclose insurance details to the Hiree.

19.3. At the discretion of AJM Hire Co for an agreed fee which may vary depending on the nature of the item of plant or equipment being rented. AJM Hire Co will provide cover for mishaps over the value of \$1,000 that are not a result of negligence, misuse, malpractice or tampering on the customer's part.

20. Personal Properties Securities Act (PPS Law)

20.1. AJM Hire Co may register its security under the PPS Law. The Hirer must do all things necessary to allow AJM Hire Co to do this.

20.2. AJM Hire Co's rights under this agreement are in addition to its rights under the PPS Law.

20.3. The Hiree must not sub-hire or otherwise pass possession of the Assets to any other person.

20.4. The Hiree must not create or purport or attempt to create any security interest in the Asset under the PPS Law.

20.5. The Hiree agrees it does not require a verification statement under the PPS Law.

21. Sub-hiring the Assets

The Hiree must not sub-hire or otherwise purport to pass possession of the Assets to any other person without AJM Hire Co prior written consent.

22. Relevant Law

22.1. This contract is subject to the laws of the state of Western Australia and the Commonwealth of Victoria.

22.2. This contract may give rise to payment claims under the WA Building and Construction Industry Security of Payment Act.

23. AJM Hire Co Privacy Policy

23.1. AJM Hire Co agrees to not use the Hiree's private information for any purpose other than giving effect to this contract. AJM Hire Co agrees to not provide the Hiree's private information to any person unless it is required to do so by law.

23.2. AJM Hire Co agrees to observe the Australian Privacy Principles pursuant to the Privacy Act 1988 (Cth) as amended and all other relevant privacy laws and regulations.

24. Condition Of Equipment, Inspection and Maintenance

24.1 On or prior to the Commencement Date of Hire, the Parties may inspect and examine the Equipment to agree and make a written note of the condition of the Equipment (Condition Inspection Report). Such inspection or examination shall not relieve Hirer of any of its obligations under this Agreement.

24.2 Unless Hirer notifies Owner during the inspection, all Equipment shall be deemed to have been delivered:

a) in good working order in accordance with any specifications agreed by the Parties;

b) in a good and clean condition, with any existing damage noted on the Condition Inspection Report;

c) with manufacturer's supplied tools, tyres, accessories, equipment, and keys;

d) where the Equipment is a Vehicle, with the seal of the odometer unbroken;

e) where the Equipment is a Vehicle, with the odometer and fuel reading at the Commencement Date of Hire; and

f) in a condition suitable for the purpose for which it is hired.

24.3 The Equipment shall be returned to Owner in the same condition as it was in at the Commencement Date of Hire, reasonable fair wear and tear excluded.

24.4 For the purposes of this clause, "fair wear and tear" for Equipment which is powered mobile plant, means wear and tear which would be normal for similar equipment operating in a civil construction environment and shall include:

a) superficial scratches and scuffing to bodywork;

b) stone chipping to paintwork on front and lower areas of the Equipment; and

c) wear to parts of the Equipment which are sacrificial,

But shall not include:

d) dents or other impact damage;

e) damage to glass or instrumentation; and

f) panel or structural damage from collision or abuse and damage to the drive system.

24.5 Each Party shall service, maintain and repair the Equipment in accordance with their individual obligations under this agreement.

24.6 Except as expressly set out in these Standard Terms and Conditions and to the extent permitted by law, Owner makes no warranties or representations about the Equipment including but not limited to the quality or suitability of the Equipment. Owner's liability in respect of these warranties is limited to the fullest extent permitted by law.

24.7 Nothing in this clause 4 is intended to limit or exclude the application of any relevant law that cannot be excluded at law.

24.8 Owner is not obliged to supply equipment in replacement of the Equipment for any reason whatsoever including, without limitation because the Equipment may have been damaged or because Hirer may have ceased for any other reason to have the use of the Equipment; or because the Equipment may not or may have ceased to function as contemplated by Owner or Hirer at the date of execution of this agreement.

Appendix: Definitions of certain words and phrases used in this hire contract

AJM Hire Co

AJM Hire Co is AJM Hire Co ABN 37259030679

Assets

Assets has the meaning given in clause 5.

Hiree

The person hiring the Assets and in the case of a company purporting to hire the Assets it includes the director or directors of that company.

Initial Hire Period

Initial Hire Period has the meaning given in clause 7.

Hire Period

Hire Period has the meaning given in clause 7.

Agreed Hire Fee

Agreed Hire Fee has the meaning given in clause 10.

The Hiree's Representative

The Hiree's Representative is any person who represents the Hiree in the Hire.

TERMS AND CONDITIONS OF HIRE

All orders are accepted and Hire made subject only to the Terms and Conditions of Hire hereinafter stipulated. The placing of or proceeding in any manner with any order by the Client shall be deemed acceptance by the Client of such Terms and Conditions of Hire.

1. DEFINITIONS

1.1. "Agreement" means this agreement, comprising:

- (a) the Order; and
- (b) these Terms and Conditions of Hire.

1.2. "Agreement Price" means the Rates and other sums payable by the Client, in accordance with the Agreement, which is exclusive of GST.

1.3. "Australian Consumer Law" and "ACL" means Schedules 1 and 2 of the Competition and Consumer Act 2010 (Cth) and any other relevant provisions contained in that Act.

1.4. "Client" means the person, business or company described (or any person acting on behalf of and with authority of the Client) in the Agreement or on the order given by the Client to the Principal in respect of Equipment, or to which an order relates.

1.5. "Commencement Date" means the date stated in the Order or otherwise a date agreed in writing by the parties.

1.6. "Consumer" means:

- (a) a natural person ("Individual") hiring Equipment for personal, domestic or household use or consumption;
- (b) an Individual or a corporation ("Person") hiring Equipment at a price not exceeding \$40,000; or
- (c) a Person hiring Equipment of a kind ordinarily acquired for personal, domestic or household use or consumption,

but excludes a Person hiring Equipment, or holding himself or herself out as hiring Equipment, for the purpose of:

- (d) resupply; or
- (e) using them up or transforming them, in trade or commerce in the course of a production or manufacture, or in the course of repairing or treating other goods or fixtures on land.

1.7. "End Date" means the date specified in the Agreement by the Client as the date on which the Hire shall terminate.

1.8. "Equipment" means the equipment set out in the Order Form and any other equipment provided by the Principal to the Client.

1.9. "GST" has the meaning given to it under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.10. "Hire" means the hire of Equipment in accordance with the Agreement and includes any variations to such hire.

1.11. "Order" means the document entitled "Order Form" attached to these Terms and Conditions of Hire or otherwise as agreed by the parties.

1.12. "Principal" means Amy Mulligan trading as AJM Hire Co, and any successors in title and permitted assigns or any person acting on behalf of the Principal.

1.13. "Rates" means the rates payable by the Client during the Term as set out in the Form or otherwise as agreed by the parties.

1.14. "Security Agreement" means the security agreement under the Personal Property Securities Act 2009 (Cth) ("PPSA") created between the Principal and the Client by the Agreement and the following words have the meaning given to them by the PPSA:

- (a) "Security Interest";
- (b) "Purchase Money Security Interest";
- (c) "Financing Statement";

- (d) "Financing Change Statement";
- (e) "Proceeds";
- (f) "Accessions";
- (g) "Verification Statement"; and
- (h) "Register".

1.15. "Site" means the place designated in the Agreement for the use of the Equipment during the Term.

1.16. "Term" means the period of Hire that commences on the Commencement Date and terminates on the End Date unless extended in writing by the Principal at its absolute discretion.

1.17. "Terms and Conditions of Hire" means these standard terms and conditions of hire.

2. GENERAL

2.1. The Client agrees that these Terms and Conditions of Hire are incorporated into the Agreement.

3. COMPETITION AND CONSUMER ACT 2010 ("CCA")

3.1. If the Client is not a Consumer, then to the extent permitted by law, all conditions, warranties and liabilities, implied, statutory or otherwise not contained in the Agreement or in any written warranty statement provided by the Principal with the Goods ("Principal Warranty"), are excluded.

3.2. If the Client is not a Consumer, then to the extent permitted by law the Principal is not liable to the Client for any loss, however caused (including by negligence of the Principal), suffered or incurred by the Client in relation to any defect or deficiency in the Equipment (other than as set out in any Principal Warranty).

3.3. This clause does not limit the Principal's liability to a Client who is a Consumer.

3.4. If the Client is a Consumer, nothing in the Agreement excludes, restricts or modifies its rights or remedies against the Principal for failure to comply with a guarantee under the ACL, however and subject to section 64A(3) of the ACL, to the extent that the Equipment the subject of the Hire is not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Principal limits its liability for failure to comply with a guarantee under the ACL (other than a guarantee under section 51, 52 or 53 of the ACL) at the Principal's option to provide replacement Equipment for Hire.

3.5. If clause 3.4 does not apply, then other than as stated in the Agreement, the Principal is not liable to the Client in any way arising under or in connection with the Hire to the Client or to any other person or entity.

3.6. Nothing in this clause 3 is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the Hire which cannot be excluded, restricted or modified.

3.7. Subject to clause 3.1, the Principal shall not be liable to the Client its servants or agents or contractors for any direct, indirect, incidental, consequential or punitive or special losses, expenses or damages of any nature howsoever caused (whether based on tort or contract or otherwise) suffered by the Client or any other persons or entity howsoever caused including but not limited to loss of turnover, loss of profits, loss of production, loss of sales opportunity, loss of business reputation, loss of goodwill, delay costs, increased financing costs, or direct or indirect labour costs and overhead expenses and damage to equipment or property, or any liability to any other person or entity or any other claim whatsoever arising directly or indirectly out of or in any way connected to the Agreement, except to the extent of any liability imposed by the ACL.

4. ORDERS

4.1. No order accepted by the Principal may be altered without the Principal's express written consent.

4.2. If the Client cancels an order, other than in accordance with the Agreement, the Client shall pay the Principal any and all loss, damage and expense incurred by the Principal in relation to the Hire, including the total amount that would have been payable for the Term of the Agreement in the event that the order had not been cancelled.

5. DESCRIPTION

5.1. Any description of Equipment is given by way of identification only and use of such description shall not constitute and shall not be construed as constituting a sale by description.

6. FITNESS FOR PURPOSE

6.1. Subject to clause 3 hereof, the Client acknowledges that neither the Principal nor any person acting or purporting to act on its behalf has made representation or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the Equipment for any particular purpose or any other matter.

6.2. The Client acknowledges and warrants that it has relied on its own skill and judgement or alternatively on the skill and judgement of tradesmen and professional advisers retained by it to provide advice and assistance on the suitability of the Equipment for specific purposes and procedures and in this respect shall hold the Principal harmless and indemnified from and against any suit claim, demand, or compensation which but for the Agreement the Client may have had against the Principal.

7. QUOTATION AND PRICE

7.1. GST and other taxes, levies and duties that may be applicable shall be added to the Agreement Price, except when they are expressly included.

8. TITLE AND RISK

8.1. Nothing contained in the Agreement will confer on the Client any right or property or security interest in the Equipment other than the rights specified in the Agreement or by law as hirer of the Equipment.

8.2. Risk in the Equipment passes to the Client at the time the Equipment is collected by the Client or delivered to the Site (as the case may be).

8.3. Risk in the Equipment shall revert to the Principal at the time the Principal takes possession of the Equipment and it is accepted by the Principal.

8.4. If the Client defaults any term of the Agreement, the Principal may take possession of the Equipment wherever the Equipment is located and the Client agrees that representatives of the Principal may ingress and egress the Site or the Client's premises (without notice as invitee of the Client) owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment.

8.5. The Client covenants with the Principal not to charge, pledge, mortgage or otherwise encumber the Equipment in any way or grant nor otherwise give any Security Interest in the Equipment and the Equipment shall remain the property of the Principal at all times.

9. DELIVERY

9.1. Any times quoted for delivery of Equipment and/or the performance of services by the Principal are estimates only and the Principal shall not be responsible nor liable for any loss, damage, claim or demand howsoever arising as a result of or consequent upon any failure to deliver Equipment or perform services or for any delay in delivery of Equipment or performance of services, by either act or omission, including without limitation, the Force Majeure events identified in clause 12. The Client shall not be relieved of any obligation to accept or pay for Equipment by reason of any delay in delivery, dispatch or performance.

10. LICENSES

10.1. All Equipment is Hired by the Principal on the basis that all licenses and permits under all relevant statutes, ordinances, rules and regulations have been obtained by or complied with by the Client and the Client shall hold the Principal indemnified from and against any action, claim, demand suit or proceeding by any relevant authority with respect to the Hire of any Equipment.

11. DEFAULT

11.1. The Client will be in default if:

- (a) the Client breaches any term of the Agreement; or
- (b) payment for the Equipment has not been received by the Principal by the due date of payment; or
- (c) the Client being an individual commits an act of bankruptcy or becomes an insolvent under administration; or
- (d) the Client being a body corporate becomes an externally-administered body corporate or has an application for winding up filed against it; or
- (e) the Principal forms the opinion that the Client's credit worthiness or credit standing alters from that indicated in its credit application.

11.2. If one of the events described in clause 11.1 occurs, the Principal may without prejudice to any other rights and without notice to the Client do any one or more of the following:

- (a) treat the whole of the Agreement and any other agreement with the Client as repudiated and terminate the Agreement;
- (b) refuse to hire any Equipment to the Client;
- (c) claim the return of any Equipment in the Client's possession, power, authority, custody or control; and
- (d) make all monies owing by the Client to the Principal on any account immediately due and payable.

11.3. In addition to any lien which the Principal may by statute or otherwise be entitled, the Principal shall, in the event of the Client's insolvency, bankruptcy or winding up, be entitled to a general lien on all property or goods belonging to the Client, for the unpaid price of any other Equipment hired to the Client under this or any other agreement.

12. FORCE MAJEURE

12.1. Should the Principal's performance of any obligation in the Agreement be affected by war, terrorism, riot, flood, subsidence, inundation, storm, fire, lightning, tempest, strike, lock-out, industrial action, labour dispute action or shortage, raw material shortage, breakdown of plant, transport or equipment, restrictions of Government or other statutory authorities, epidemics, failure or fluctuation in any electrical power supply, earthquake, accident, the change or introduction of any law or regulation or an act or omission of a supplier to the Principal, act of god, other force majeure event or similar disturbance the Principal may, at its option may terminate the Agreement.

13. WAIVER

13.1. Any failure by the Principal to insist upon strict performance of any clause contained in the Agreement shall not be deemed a waiver thereof of any right that the Principal may have and shall not be deemed a waiver of any subsequent breach of any term or condition.

14. COLLECTION AND RETURN OF GOODS

14.1. On the Commencement Date, the Client must collect the Equipment from the Principal unless the Order states the Principal will deliver the Equipment to the Site.

14.2. On the End Date, the Client must return the Equipment to the Principal unless the Order states the Principal will collect the Equipment from the Site.

14.3. If the Principal is responsible for the collection of the Equipment pursuant to clause 14.2, the Client must provide written notice requesting the Principal to collect the Equipment from the Site at least 7 days prior to the End Date.

14.4. Subject to clause 3, Equipment will not be accepted for return prior to the End Date without the prior agreement of the Principal.

15. SUB-CONTRACTING

15.1. The Principal reserves the right to sub-contract the hire of the Equipment or any part thereof.

16. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

16.1. The Client acknowledges and agrees that the Agreement (including the credit application form):

- (a) constitutes a Security Agreement for the purposes of the PPSA; and
- (b) creates a Security Interest in all Equipment (including but not limited to all Accessions and serial numbered goods) and their Proceeds to secure the obligations of the Client to the Principal under the Agreement.

16.2. The Client irrevocably consents to the Principal at any time affecting and maintaining a registration on the Register (in any manner the Principal considers appropriate) in relation to any Security Interest (including any Purchase Money Security Interest) contemplated or constituted by the Agreement in the Goods, any Accession and the Proceeds.

16.3. The Client undertakes to:

- (a) promptly and at its own expense do all things and sign any further documents and/or provide any further assistance and/or provide any further relevant information (such information to be complete, accurate and up-to-date in all respects) which the Principal may reasonably require to:

(i) obtain and/or register and/or maintain and/or perfect a Financing Statement or Financing Change Statement in relation to a Security Interest on the Personal Property Securities Register and/or enforce the Principal's Security Interest in respect of the Equipment Hired in accordance with the PPSA.;

(ii) register any other document required to be registered by the PPSA; or

(iii) correct a defect in a statement referred to in clause 1.4.1(a) or 1.4.1(b).

(b) indemnify, and upon demand reimburse, the Principal for all expenses howsoever incurred in registering a Financing Statement or Financing Change Statement on the Register or releasing any Equipment charged;

(c) not register, procure or permit to be registered a Financing Statement or Financing Change Statement in respect of a Security Interest contemplated or constituted by the Agreement;

(d) not register, procure or permit to be registered a Financing Statement or Financing Change Statement in respect of the Equipment or a Security Interest in favour of a third party;

(e) not to change its name and or its details (including, but not limited to, changes in the Client's registered office address, facsimile number, trading name or business practice); without first notifying the Principal of the new name or change in details not less than 14 days before the change takes effect; and

(f) immediately advise the Principal of any material change in its business practices which would result in a change in the nature of the Hire of the Equipment;

16.4. The Principal and the Client agree to contract-out of the PPSA in accordance with Section 115 to the extent that Section 115 applies for the benefit of, and does not impose a burden on, the Principal.

16.5. The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

16.6. To the fullest extent permissible by law the Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

16.7. The Client warrants that the Equipment is of a commercial nature and is not Hired for use primarily for personal, domestic or household purposes.

16.8. Unless otherwise expressly agreed to in writing by the Principal, the Client waives its right to receive a Verification Statement in accordance with section 157(3)(b) of the PPSA.

16.9. Unless otherwise expressly agreed to in writing by the Principal, the Client must not disclose any information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person required by an interested person.

16.10. The Client shall not sell or grant a Security Interest in the Equipment.

16.11. The Client shall unconditionally ratify any actions taken by the Principal under this clause.

17. CREDIT

17.1. The Principal may, in its sole discretion, grant the Client credit for the hire of the Equipment.

17.2. Until the Principal grants the Client credit by express notice in writing, the Principal will only Hire to the Client on the basis of cash on delivery for the agreed Term.

17.3. The granting of credit does not oblige the Principal to extend any particular amount of credit to the Client.

17.4. The Client must immediately notify the Principal in writing if there is any change in the Control (as defined by Section 50AA of the Corporations Act 2001), shareholding or ownership of the Client or any material change in the Client's financial position.

17.5. In the event of the Principal granting the Client credit, unless otherwise expressly agreed by the Principal in writing, terms of payment for the Hire shall be net thirty (30) days from the date of invoice.

18. ASSIGNMENT

18.1. None of the rights or obligations of the Client under the Agreement may be novated, assigned or transferred in whole or in part without the prior express written consent of the Principal.

19. APPLICABLE LAW

19.1. The Agreement (and any proceedings whereby one party might be entitled to join the other as a third party) shall in all respects be governed by and construed in accordance with Western Australian law and the parties hereby submit to the non-exclusive jurisdiction of the Western Australian courts

20. INSURANCE

20.1. Unless otherwise agreed to by the Principal, the Client is responsible for insuring the Equipment ex the Principal's works.

20.2. The Client must maintain with a reputable insurer:

(a) an insurance policy covering the full replacement value of the Equipment in the event of total or partial loss or theft, noting the Principal as an insured party; and

(b) public liability insurance in the amount of not less than \$20 million for each occurrence and unlimited in the aggregate arising out of the use of the Equipment, noting the Principal as an insured party.

20.3. The Principal shall not be liable for any insurance excess payments or damage waiver fees (or similar) in relation to the insurances effected pursuant to clause 20.2.

20.4. The Client must provide a certificate of currency for any insurance policy required to be effected pursuant to clause 20.2, upon request by the Principal.

20.5. In the event that the Client fails to provide a certificate of currency to the Principal within 5 business days of being requested pursuant to clause 20.4, the Rates shall be subject to 10% surcharge until the date on which the Client provides a certificate of currency.

21. ENTIRE AGREEMENT

21.1. The Agreement represents the entire agreement between the Principal and the Client with respect to the Hire or the performance of services produced. The Agreement may not be varied, modified, amended or altered without the express written consent of the Principal.

21.2. The Client hereby acknowledges that any terms and conditions attached to any order made by the Client shall not form part of the Agreement, shall be deemed to be an acceptance of these Terms and Conditions of Hire and shall not constitute a counter-offer to the Principal.

21.3. If the Client continues to hire any Equipment beyond the Term or termination of the Agreement, the Agreement shall continue to apply to the hire of the Equipment by the Client.

21.4. If a provisions of the Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any provision or part of the Agreement is illegal, unenforceable or invalid, that provision or part is to be treated as removed from this document, but the rest of this document is not affected.

22. HIRE AND ACCESS

22.1. The Client upon request must grant the Principal access (or procure that the Principal is granted access) for the purpose of inspection, servicing or, following termination or expiry of the Agreement, repossessing the Principal's Equipment.

23. RATES AND CHARGES

23.1. The Client must pay the Principal the Rates in accordance with the Agreement for the duration of the Term.

23.2. The Client acknowledges and agrees that the Rates will be subject to a 3.5% increase on the first day of each calendar year.

24. EQUIPMENT CONDITION

24.1. Condition of the Equipment

(a) The Principal must ensure that at the time of delivery of the Equipment by the Principal to the Site (as applicable), the Equipment is as described in the Agreement.

(b) Without limiting the Principal's obligations in clause 24.1(a), the Client acknowledges that the Principal gives no warranty that the Equipment:

- (i) is fit for the specific use intended by the Client;
- (ii) as designed, manufactured and supplied complies with all laws and applicable codes and standards; and
- (iii) is free from any charges or encumbrances.

24.2. Pre-Delivery / Return Inspection

(a) At the time of the Client collecting the Equipment or the Principal delivering the Equipment to Principal (as the case may be), the parties must undertake a joint inspection of the Equipment (Pre-delivery Inspection) and a written report that records the condition of the Equipment shall be created and signed by each party (Pre-delivery Inspection Report).

(b) At the time the Client returns the Equipment to the Principal or the Principal collects the Equipment (as the case may be), the parties must undertake a joint inspection of the Equipment (Return Inspection).

(c) If the Return Inspection discloses that the Equipment is not in the same condition as that evidenced in the Pre-delivery Inspection Report (fair wear and tear and any other exceptions noted in the Agreement excepted), then the Principal may invoice the Client for all direct and indirect costs incurred by the Principal in effecting repairs to the Equipment and necessary for returning it to that evidenced in the Pre-delivery Inspection Report (fair wear and tear and any other exceptions noted in the Agreement excepted) and that the Client must continue to pay the Rates until such time that the Equipment is returned to the condition evidenced in the Pre-delivery Inspection Report.

25. REPAIR, MAINTENANCE & SERVICING

25.1. Breakdown of Equipment

(a) Subject to clause 25.1(b), if the Equipment is rendered non-operational or cannot be used or operated for its intended purpose, the Principal may in its sole discretion:

- (i) repair the Equipment;
- (ii) supply replacement equipment that is capable of satisfying the requirements of the Agreement in which case the Principal must supply the replacement equipment at its cost as soon as practicable and the Client shall continue to pay to the Principal the Rates; or
- (iii) terminate the Agreement with immediate effect in which case the Principal may arrange for the collection of the Equipment.

(b) In the event that the Equipment is rendered non-operational or cannot be used or operated for its intended purpose by virtue of any act or omission of the Client or a third party, the Principal may in its sole discretion elect to give a written notice to the Client:

- (i) requiring the Client to repair the Equipment in which case the Client must immediately and at its own cost repair the Equipment; or
- (ii) terminating the Agreement with immediate effect in which case the Principal may collect the Equipment and the Client shall be liable for all direct and indirect costs incurred by the Principal in effecting the necessary repairs to the Equipment or replacing the Equipment, as well as for payment of the Rates until the Equipment is repaired.

26. OTHER OBLIGATIONS OF THE CLIENT

26.1. The Client must not, without the prior written consent of the Principal:

- (a) alter or dismantle or make any additions to the Equipment including defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- (b) permit any person other than its personnel to use or otherwise possess the Equipment;
- (c) fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold property;
- (d) use the Equipment other than in the ordinary course of its business;
- (e) assign, dispose of, or permit any person to acquire, any of the Principal's rights or interest under the Agreement or in respect of the Equipment; or
- (f) sell, transfer, assign, sub-lease or otherwise dispose of the Equipment or permit the Equipment to be temporarily or permanently removed from the Site other than for the purposes of repair or servicing in accordance with the Agreement.

27. LOST OR DAMAGED EQUIPMENT

If any items of the Equipment are lost, damaged beyond reasonable repair or destroyed for any reason including as a result of any act or omission of the Client during the Term:

- (a) the Client shall be liable to the Principal for all direct and indirect costs incurred by the Principal in replacing the relevant item of Equipment; or
- (b) at the Principal's sole and absolute discretion, the Principal may direct the Client to replace the relevant item of Equipment with equipment of the same or similar nature, age and condition, at the Client's sole cost.

28. INDEMNITY

The Client will indemnify the Principal and keep the Principal indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs and expenses in respect of:

- (a) any breach of the Agreement by the Client;
- (b) injury to (including illness or disability), or death, of any persons caused or contributed to by any act or omission of the Client or its directors, officers, employees, agents or contractors; and
- (c) loss or destruction of, or damage to or loss of use of, any property, caused or contributed to by any act or omission of the Client or its directors, officers, employees, agents or contractors.

29. PERMITS AND LICENCES

29.1. The Client shall obtain and bear the costs of any permits and/or licences required by law or any Government Authority in connection with the use and operation of the Equipment at the site.

30. TERMINATION

30.1. The Principal may for any reason and at any time in its absolute discretion, terminate the Agreement upon written notice to the Principal of not less than 48 hours. In the event that the Agreement is terminated pursuant to this clause 30.1, the Principal shall pay the Client \$1.00 (one dollar) as the sole and exclusive remedy for any and all loss, damage and expense incurred by the Client in relation such termination.

30.2. Other than for termination in accordance with clauses 25.1(a) or 30.1, in the event that the Agreement is terminated for any reason whatsoever, the Client shall pay the Principal any and all loss, damage and expense incurred by the Principal in relation to the Hire, including any amount that would have been payable for the Term of the Agreement in the event that the Agreement had not been terminated.

31. LIMITATION OF LIABILITY

31.1. Notwithstanding any other provision of the Agreement, but subject to clause 31.2, and to the maximum extent permitted by law, the Principal's overall liability:

- (a) under, or arising out of, or in connection with the Agreement;
- (b) otherwise at law or in equity, including by statute, to the extent permitted by law:
 - i. in tort for negligence or otherwise;
 - ii. on any other basis whatsoever,

shall not exceed ten per cent (10%) of the Agreement Price.

31.2. The limitation of liability referred to in clause 31.1 does not apply to liability for direct loss arising from liability which, by law, the Principal cannot contract out of.