

## STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

### 1. Definitions

In these Terms and Conditions:

“**Hydraroll Projects**” means Hydraroll Projects and its owner, employees, contractors, or representatives.

“**Client**” means the person, company, or organisation engaging Hydraroll Projects.

“**Services**” means any advisory, operational, planning, supervision, driving, logistics, administration, or other services provided by Hydraroll Projects.

“**Deliverables**” includes drawings, route studies, swept path analyses, transport arrangement drawings, reports, calculations, documentation, advice, or other information produced by Hydraroll Projects.

“**Third Parties**” includes transport operators, contractors, subcontractors, equipment owners, port operators, engineers, government authorities, or any other entity not controlled by Hydraroll Projects.

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### 2. Scope of Services

Hydraroll Projects provides specialist support services including but not limited to:

- Heavy vehicle operation and operational support
- Transport planning and route studies
- Swept path analysis and transport arrangement drawings
- Heavy haulage and project logistics coordination
- Vessel discharge and loadout supervision
- Trailer configuration, modular trailer setup, and operational support
- Permit coordination and administrative compliance support
- Advisory and consulting services related to heavy transport operations.

The exact scope of Services will be agreed in writing through quotation, work order, purchase order, or other written instruction from the Client.

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### 3. Standard of Care

Hydraroll Projects will perform the Services with the degree of care, skill, and diligence normally exercised by experienced professionals providing similar services

within the Australian heavy haulage and project logistics industry.

Hydraroll Projects does not warrant that specific outcomes will be achieved.

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### 4. Advisory Nature of Services

Where Hydraroll Projects provides:

- route studies
- transport planning
- operational advice
- drawings
- logistics planning
- supervision or coordination such services are advisory in nature.

Final decisions regarding:

- equipment selection
- transport methodology
- engineering verification
- cargo restraint
- lifting arrangements
- permit compliance
- vehicle configuration
- operational procedures

remain the responsibility of the Client and the relevant contractors performing the work.

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### 5. Engineering Services and Engineering Engagement

Unless expressly agreed in writing, Hydraroll Projects does not provide engineering services and does not certify or approve:

- structural engineering
- bridge capacities
- lifting calculations
- load ratings
- transport engineering designs
- cargo structural adequacy.

Where engineering approval is required, Hydraroll Projects may, at the Client’s request, engage a suitably qualified professional engineer on behalf of the Client. Any engineering certification or approval provided remains the responsibility of the engineer, and Hydraroll Projects does not assume liability for the engineer’s advice or certification.

“**Bridging the Gap Between Transport Planning and Project Execution**”

Any drawings, swept paths, transport plans, or related documentation produced by Hydraroll Projects are provided for planning and operational purposes only and must not be relied upon as engineering certification.

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## 6. Reliance on Client and Third-Party Information

Hydraroll Projects is entitled to rely on information supplied by the Client or Third Parties including but not limited to:

- cargo weights and dimensions
- centre of gravity information
- engineering drawings
- infrastructure data
- route access information
- equipment specifications
- permit conditions.

Hydraroll Projects will not be liable for errors, delays, or losses resulting from inaccurate, incomplete, or misleading information supplied by others.

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## 7. Operational Responsibility

Where Hydraroll Projects personnel operate vehicles, equipment, or participate in field operations, such activities are performed under the direction of the Client or the transport operator responsible for the equipment. Hydraroll Projects does not assume overall control of the transport operation unless explicitly agreed in writing.

Responsibility for:

- vehicles and equipment
- cargo and cargo restraint
- permits and regulatory compliance
- site safety systems
- operational procedures

remains with the Client or the relevant contractor responsible for those activities.

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## 7A. No Control of Site Operations / Field Supervision

Hydraroll Projects personnel may provide supervision, guidance, or operational support on-site, including but not limited to:

- jack & skid operations
- trailer reconfiguration and modular setup
- heavy vehicle operation and coordination
- vessel loadout or discharge supervision
- trailerman / steersman duties

Such activities are conducted in an advisory and supportive capacity only. Unless expressly agreed in writing, Hydraroll Projects:

- does not assume control or authority over the transport operation
- does not direct or supervise other personnel not engaged by Hydraroll Projects
- does not accept responsibility for the acts, omissions, or safety compliance of third-party contractors, transport operators, or equipment providers

The Client acknowledges and agrees that final operational control, decision-making, and responsibility for safety, cargo, equipment, permits, and compliance rests solely with the Client and/or the relevant contractor or operator.

Hydraroll Projects will not be liable for any loss, damage, or injury resulting from decisions or actions of others on-site, including modifications to advice or instructions provided by Hydraroll Projects personnel.

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## 7B. Motor Vehicle Operation & Insurance

Hydraroll Projects may, from time to time, operate heavy vehicles and transport equipment owned or supplied by the Client or third parties.

The Client acknowledges and agrees that:

- Hydraroll Projects does not provide or maintain motor vehicle insurance for any such vehicles
- All vehicles operated by Hydraroll Projects remain the responsibility of the vehicle owner or contracting party, including insurance, registration, permits, and compliance
- The Client warrants that any vehicle operated by Hydraroll Projects is insured under a valid motor vehicle policy that covers use by authorised drivers, including Hydraroll Projects
- Hydraroll Projects will not be responsible for verifying the adequacy, currency, or terms of such insurance
- To the fullest extent permitted by law, Hydraroll Projects accepts no liability for loss, damage, or claims arising from the use or operation of any registered or registrable vehicle, except to the extent caused by proven negligence and not otherwise covered by the vehicle owner's insurance.

## 8. Safety and Site Compliance

Hydraroll Projects personnel will comply with applicable:

- site safety systems
- project safety requirements
- permit conditions
- transport legislation
- applicable laws and regulations.

The Client is responsible for ensuring that the work environment, equipment, and operational conditions are safe and compliant with relevant legislation.

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## 9. Chain of Responsibility Compliance

Hydraroll Projects will perform Services in accordance with its obligations under the Heavy Vehicle National Law (HVNL) and other applicable legislation.

The Client acknowledges that it also holds obligations under Chain of Responsibility legislation and must ensure compliance within its own operations and supply chain.

Hydraroll Projects will not be responsible for breaches arising from instructions, information, or operational decisions made by the Client or other parties.

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## 10. Limitation of Liability

To the maximum extent permitted by law, the total liability of Hydraroll Projects arising out of or in connection with the Services, whether in contract, tort (including negligence), statute, or otherwise, is limited to the total fees paid to Hydraroll Projects for the Services giving rise to the claim.

Hydraroll Projects will not be liable for:

- loss of profit
- loss of production
- project delays
- consequential loss
- indirect loss
- economic loss.

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## 11. Professional Indemnity Limitation

Where the Services include advisory, planning, or documentation services, the liability of Hydraroll Projects shall not exceed the amount recoverable under its Professional Indemnity insurance policy, subject to the terms and conditions of that policy and the insurer accepting the claim.

## 12. Third-Party Services

Hydraroll Projects shall not be liable for the acts, omissions, negligence, or failures of any Third Party including:

- transport contractors
- crane operators
- engineering consultants
- port operators
- logistics providers
- subcontractors.

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## 13. Client Indemnity

The Client agrees to indemnify and hold harmless Hydraroll Projects against any claims, losses, damages, or liabilities arising from:

- inaccurate or incomplete information supplied by the Client
- failure by the Client or its contractors to follow advice or recommendations
- unsafe equipment or work environments provided by others
- breaches of permits, legislation, or site procedures by parties other than Hydraroll Projects.

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## 14. Insurance

Hydraroll Projects maintains appropriate insurance coverage including:

- Public Liability Insurance
- Professional Indemnity Insurance (where applicable).

Evidence of insurance can be provided upon reasonable request.

The Client remains responsible for maintaining any project-specific insurance including cargo, marine, contractor, or project insurance where applicable.

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## 15. Intellectual Property and Use of Documents

All drawings, route studies, swept path analyses, transport arrangement drawings, reports, plans, documentation, and other deliverables prepared by Hydraroll Projects remain the intellectual property of Hydraroll Projects unless otherwise agreed in writing. Upon full payment of all applicable fees, the Client is granted a non-exclusive, non-transferable licence to use

the deliverables solely for the specific project for which they were prepared.

The Client must not, without the prior written consent of Hydraroll Projects:

- modify, alter, amend, or adapt any deliverable
- remove or alter title blocks, disclaimers, or authorship references
- reuse the deliverables for another project or purpose
- provide the deliverables to third parties for modification or reuse.

Hydraroll Projects accepts no liability for any loss, damage, or consequences arising from:

- unauthorised modification of deliverables
- use of deliverables for purposes other than those for which they were prepared
- reliance on deliverables by third parties without Hydraroll Projects' written consent.

Where deliverables are provided to third parties (including contractors, engineers, regulators, or authorities) for the purpose of the project, such parties rely on the documents at their own risk unless Hydraroll Projects expressly agrees otherwise in writing.

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## 16. Confidentiality

Hydraroll Projects will treat Client information as confidential and will not disclose such information to third parties without consent unless required by law.

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## 17. Payment Terms

Unless otherwise agreed in writing:

- Invoices are payable within 14 days of issue.
- Hydraroll Projects reserves the right to suspend Services where invoices remain unpaid.

Reasonable project-related expenses including travel, accommodation, and logistics costs may be charged where applicable.

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## 18. Variation of Services

Any variation to the agreed scope of Services must be approved by the Client and may result in additional fees or revised timelines.

## 19. Force Majeure

Hydraroll Projects will not be liable for delays or failure to perform Services due to circumstances beyond reasonable control including but not limited to:

- weather conditions
- road closures
- permit delays
- industrial action
- port restrictions
- third-party equipment failure.

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## 20. Governing Law

These Terms and Conditions are governed by the laws of Australia and the State or Territory in which the Services are performed, unless otherwise agreed in writing.

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## 21. Acceptance of Terms

Acceptance of a quotation, purchase order, written instruction, or engagement of Hydraroll Projects constitutes acceptance of these Terms and Conditions.