

The Chill'n Group Pty Ltd "Chill'n Ice Co"
EQUIPMENT HIRE TERMS AND CONDITIONS

By payment of invoice, the Hirer agrees to the following Terms and Conditions.

1. ACCEPTANCE

- 1.1 Payment of this invoice constitutes acceptance of these Terms.
- 1.2 These Terms prevail over any inconsistent terms proposed by the Hirer unless agreed in writing.

2. PAYMENT

- 2.1 Full payment is required prior to collection or delivery.
- 2.2 Equipment will not be released until cleared funds are received.
- 2.3 Any bond must be paid prior to release.

3. EQUIPMENT

These Terms apply to all refrigeration equipment supplied, including:

- Mobile Coolroom Trailers
- Freezer Merchandisers
- Upright Display Freezers
- Portable Refrigeration Units

4. RISK AND RESPONSIBILITY

- 4.1 Risk passes to the Hirer upon collection or delivery, whichever occurs first.
- 4.2 The Hirer is responsible until the Equipment is returned and inspected.
- 4.3 The Hirer is liable for all loss or damage including:

- Theft
- Accidental damage
- Weather damage
- Fire
- Electrical damage
- Misuse or overloading

Repair or replacement costs are recoverable as a debt and may be deducted from any bond.

5. USE REQUIREMENTS

- 5.1 Equipment must be used in accordance with manufacturer guidelines.
- 5.2 Adequate and dedicated power supply must be provided.
- 5.3 Ventilation must not be obstructed.
- 5.4 Equipment must be positioned safely and level.

6. POWER DISCLAIMER

The Chill'n Group Pty Ltd. is not responsible for loss or damage caused by:

- Power failure
- Generator failure
- Site electrical faults
- Circuit overload
- Accidental disconnection

7. AUSTRALIAN CONSUMER LAW

Nothing in these Terms excludes, restricts or modifies any rights under the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law (Schedule 2).

8. CONSUMER HIRERS (PRIVATE / DOMESTIC USE)

If the hire is for personal, domestic or household use:

- 8.1 Consumer guarantees under the Australian Consumer Law apply.
- 8.2 Where permitted under section 64A of the Australian Consumer Law, liability for failure to comply with a consumer guarantee is limited to:
 - a) Re-supply of the Equipment; or
 - b) Payment of the cost of re-supply.
- 8.3 Chill'n Ice Co is not responsible for loss of stock or contents unless required by law.

9. BUSINESS HIRERS (COMMERCIAL USE)

If the hire is for business purposes:

- 9.1 To the maximum extent permitted by law, liability is limited to:
 - a) Re-supply of the Equipment; or
 - b) The cost of re-supply.
- 9.2 The Chill'n Group Pty Ltd. is not liable for consequential loss, including:
 - Loss of revenue
 - Loss of profit
 - Event disruption
 - Business interruption
 - Food spoilage

10. LONG TERM OR MONTHLY HIRE

- 10.1 Where Equipment is hired on an ongoing or monthly basis, these Terms and Conditions apply for the entire duration of the hire period.
- 10.2 Payment of the first invoice constitutes acceptance of these Terms for the full hire period, including all subsequent invoices issued.
- 10.3 Monthly invoices do not create a new agreement. They are issued under the original accepted Terms.
- 10.4 If any invoice remains unpaid after its due date, The Chill'n Group Pty Ltd may, without notice:

- Suspend service
- Recover the Equipment
- Charge ongoing hire until recovery
- Recover all associated collection costs

10.5 The Hirer remains responsible for the Equipment until it is physically returned and accepted back into possession by The Chill'n Group Pty Ltd.

11. INSURANCE

The Hirer is responsible for insuring the Equipment during the hire period. Chill'n Ice Co does not insure the Hirer's goods or stock.

12. INDEMNITY

To the extent permitted by law, the Hirer indemnifies The Chill'n Group Pty Ltd. against claims arising from use of the Equipment during the hire period.

13. GOVERNING LAW

These Terms are governed by the laws of Victoria, Australia.

IMPORTANT

Equipment will not be released until this invoice is paid in full.

Payment confirms acceptance of these Terms and Conditions.