

NORTHIRE

TERMS AND CONDITIONS OF HIRE

1. HIRE PERIOD

Hiring commences at the time shown on the face of form which is the time the equipment leaves the Northire (the Company) premises. The hiring shall terminate at such time as the equipment is returned to the Company's premises, either by the Hirer or following collection by the Company's vehicle at the Hirer's request. The Hirer is responsible for security of equipment at all times until equipment is returned to the Company. Requests for collection must be made by telephone, when the Hirer has finished with the equipment, and not by prior arrangement. Return cartages are to be paid by the Hirer. ONE DAY IS 24 HOURS.

2. HIRING CHARGES

In the absence of special arrangements to the contrary, equipment is hired on a daily rate, Saturday, Sunday and public holidays included.

3. WARRANTIES

The Hirer takes the equipment hired on the express condition that the Company gives no warranty undertaking or promise of any kind whatsoever as to the condition state of repair or fitness of the equipment hired, nor as to the suitability of the equipment hired for the work undertaken with it by the Hirer, and Hirer shall use the equipment hired entirely at his own risk. The Hirer shall consequently have no claim of whatsoever nature or kind against the Company by reason of the condition or of the state of repair of the equipment hired or by reason of the same not being fit for any purpose or by reason of any injury suffered by him or other persons resulting from operation of the equipment hired whether correctly or incorrectly or otherwise howsoever arising and the Hirer shall hold the Company safe harmless and the indemnified against all claims actions and proceedings on account of or touching or concerning any of the aforesaid matters and against all costs.

4. TITLE

a. The Hirer acknowledges that in all circumstances the Company retains title to the Plant and Equipment (even if the Hirer enters liquidation, administration, receivership or becomes bankrupt during the hire period and in no circumstances will it be deemed to be a fixture). The rights of the Hirer to use the Plant and Equipment are as bailee only.

b. The Hirer is not entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Plant and Equipment in any way which is inconsistent with the rights of the Company as owner of the Plant and Equipment at all times.

5. PERSONAL PROPERTY SECURITIES ACT

a. The Hirer acknowledges and agrees that to the extent the Hire Contract (governed by these Terms and Conditions of Hire) creates a PPS lease, as defined in the PPS Act, the Company has a security interest in the Plant and Equipment for the purposes of the PPS Act and to the extent applicable the PPS Act applies.

b. The Hirer acknowledges that the Company may take all reasonable steps, including but limited to registering any security interest which the Company has over the Plant and Equipment on the Personal Properties Security Register established under section 147 of the PPS Act in order to perfect the security interest and comply with the requirements of the PPS Act. You agree without charge to provide all information and do all things reasonable to assist the Company in complying with the matters outlined in this Section 5 of the Terms and Conditions of Hire. You waive pursuant to s.157(3)(b) of the PPS Act the right to receive notice of a verification statement in relation to any registration on the Register.

c. The Hirer and the Company agree that the security interest the Company has over the Plant and Equipment is a PPS lease, as defined in the PPS Act, which does not secure payment or performance of an obligation, and accordingly that chapter 4 of the PPS Act does not apply.

6. USE

The Hirer shall use the equipment in a skillful and proper manner and shall at his own sole expense keep the same in clean condition and if any doubt as to how the same should be operated, shall refer to the Company for instructions. The Hirer shall personally use the equipment hired and will not permit the same or any part thereof to be used by any other person without prior consent in writing of the Company.

7. LIABILITY

The Hirer shall not sell, offer for sale, assign, mortgage, pledge, charge or otherwise encumber or deal with or part with possession of the equipment hired or any part or parts thereof other than to the Company. If any damage beyond fair wear and tear without neglect of the Hirer due to normal operation of the equipment hired shall be caused to the same, the Hirer shall be responsible for the cost of repairing the same and will save harmless and keep the Company indemnified against all loss of or damage to the equipment hired. The amount of any such loss of or damage to or cost of repair of such equipment shall be deemed to be a debt due by the Hirer to the Company and be recoverable accordingly. If the equipment shall be returned in dirty condition the Company may clean the same and charge the Hirer the cost of so doing. The cost of any such cleaning done by the Company shall be a debt due and recoverable from the Hirer.

8. FAULTS

Should the equipment hired be faulty or should the same develop a fault while in the possession of the Hirer, the Hirer, shall immediately notify the Company by phone stating the nature of the fault and shall in no circumstances carry out any repairs thereto himself or allow any such repairs to be carried out by any person other than the Company or the nominee of the Company. If the equipment hired shall develop a fault while in possession of the Hirer for which the Hirer is not responsible under these conditions, the hire charges shall be suspended by the Company until such equipment has been repaired by him or his nominee.

9. MAINTENANCE

While the equipment hired is in the possession of the Hirer, the Hirer will faithfully perform and carry out all instructions of the Company or its nominee as to the manner in which the same shall be operated and as to maintenance thereof, in particular as to the fuelling and oiling of the same.

10. LOCATION

The Hirer shall keep the Company informed as to the whereabouts of the equipment hired.

11. PAYMENT

Before delivery of the equipment to him, the Hirer shall pay such deposit in addition to the hire charge as the Company shall nominate and upon return by the Hirer of the equipment hired to him the Company shall return such deposit so paid less the cost of any repairs to the equipment hired and/or any other moneys due to the Company for which the Hirer shall be responsible under these conditions.

12. INSPECTION

The Company or its servants agent or agents shall be entitled at all reasonable times to inspect the

equipment hired and/or operate the same for the purpose testing the same and the Hirer hereby gives irrevocable leave and license to the Company or its servant or servants, agent or agents to take possession of and remove such equipment and for such purpose to enter upon the premises of the Hirer and as the Hirer's agent and as his act to enter upon any other premises whereon the equipment or any part thereof may be for any of the aforesaid purposes.

13. PURCHASE ORDERS

The use of Hirer's purchase order numbers on this contract is for the Hirer's convenience and identification only. This contract constitutes the sole agreement between Hirer and Company and supersedes any purchase order provisions whether sent to or received subsequent to this contract. Absence of purchase order number shall not constitute grounds for non-payment of the hire charges when Hirer has enjoyed or had the right to enjoy the use of the hired items.

14. INDEMNITY

a. The Hirer shall indemnify and keep indemnified and save harmless, the Company and the Company's servants and agents from all damages, suits, action, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the goods or otherwise or whether resulting from the negligence of the Company, its servants, agents or otherwise.

b. The Company shall not be liable to the Hirer or the Hirer's agents for any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions expressed or implied (except insofar as statutory conditions and warranties cannot be excluded under part V Division 2A of the Trade Practices Act (1974) or relevant State Legislation), use, maintenance, transport, operation of goods or otherwise and whether resulting from the negligence of the Company, its agents or otherwise.

c. Clauses 'a' and 'b' hereof to the extent they are inconsistent with other clauses, terms and conditions of this agreement are to override such clauses and be of paramount force.

15. INSURANCE

Insurance of all hired equipment is the responsibility of the Hirer. All obligations imposed on the Hirer by these conditions shall if there be more than one Hirer, be joint and several. Each of the foregoing conditions shall be without prejudice to each other.

16. TRAILER HIRE: ADDITIONAL ITEMS

The Hirer accepts full responsibility for any personal property transported on said equipment and agrees to save the Company harmless from any claim for loss or damage to such property, and further: acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to the Hirer's vehicle on leaving the Company's place of business, that the Hirer will periodically inspect said equipment and coupling mechanism and chain and maintain them in a safe and secure condition while in use. The Hirer further agrees that he/she will not sublet said equipment or assign this lease and will not use or permit use of this equipment with any other vehicle. All of the other provision hereof shall also apply.

17. ENVIRONMENTAL MANAGEMENT

The Environmental Management at any site on which the Company's equipment is used is the responsibility of the customer. In this regard the Company disclaims responsibility for any infringements which occur related to breaches of Acts, Rules and Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewerage, dangerous goods, waste disposal etc.

18. DAMAGE WAIVER OPTION

a. The Hirer is responsible for any theft, loss or damage to the Plant and Equipment whilst on hire and the costs of replacement or repairs to such will be charged to the Hirer. Where the DAMAGE WAIVER OPTION has been charged to the Hirer, the Company agrees upon submission of a written Police Report, to waive its rights to claim for damage to the Plant and Equipment caused by fire, storm, collision, accident, providing adequate precautions have been taken to safeguard the Plant and Equipment and the damage was not due to negligence by the Hirer. Such waiving of rights is subject to payment by the Hirer of an excess of:

i. In the event of damage to the Plant Equipment \$1,000 per item or 15% of the cost of the repairs and/ or replacement of the Plant and Equipment (whichever is the greater).

b. Expressly excluded circumstances from DAMAGE WAIVER OPTION are defined as:

- i. Theft of Plant and Equipment;
- ii. Damage due to misuse, abuse or overloading of the Plant and Equipment;
- iii. Disappearance or wrongful conversion of the Plant and Equipment;
- iv. Damage in contravention of the conditions of the Hire Agreement;
- v. Damage from use in violation of any statutory laws and regulations;
- vi. Damage of tools, accessories, grease guns, hoses and similar, electric cords, welding cable, oxy and acetylene bottles, pneumatic tools, steels and other similar accessories;
- vii. Damage caused to tyres and tubes by blowout, bruises, cuts or other causes inherent in the use of the Plant and Equipment;
- viii. Glass breakage;
- ix. Damage relating to lubrication or other normal servicing of the Plant and Equipment;
- x. Damage to the Plant and Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- xi. Damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines;
- xii. Damage caused by the exposure to any corrosive substances e.g. caustic, salt water, acid, paints, solvents, etc.
- xiii. Damage during transport, except where transported by the Company;
- xiv. Damage to items on which the DAMAGE WAIVER OPTION is not charged;
- xv. Damage caused by the negligence of the Hirer; and
- xvi. Damage to any aluminium scaffold, planks or ladders
- xvii. Damage to motor vehicles and trucks on Hire.

c. In respect of motor vehicles and trucks the following excesses apply for any damage or accidents caused by the Hirer:

- i. Motor vehicles up to 4 tonne \$2,500 per incident
 - ii. Trucks and vehicles over 4 tonne \$4,000 per incident
- d. Damage Waiver is compulsory for temporary accounts; and
- e. Damage Waiver is optional for 30 day accounts.

SIGNED BY THE HIRER OR FOR AND ON HIS BEHALF BY HIS DULY RECOGNISED AGENT.

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