

TERMS AND CONDITIONS OF HIRE

1) In this Agreement 'Owner' shall mean

PRIME EQUIPMENT SALES/RENTALS PTY. LTD. T/A PRIME RENTALS

ABN 27 834 796 174. A company duly incorporated and having a place of business at Neil Street, Gladstone, 4680 in the State of Queensland. 'Hirer' shall mean any person who signs this Agreement personally or by an agent.

2) Rental Period shall mean the period beginning on the date set out on the On Hire Docket as the commencement date regardless of the time of day ending on the date the Off Hire form is signed or an Off Hire number is acquired and the Goods redelivered by the Hirer or by anyone else to the Owner. In the event the equipment is not returned by 7:00a.m. on the following day the equipment is deemed to be rehired for a period of one day or if the Goods are stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Goods have been stolen or damaged beyond repair.

3) Daily Rate shall mean the period of eight (8) hours each day. Hours in excess of eight (8) hours are charged at a pro rata rate obtained by dividing the Daily Rate by eight. Fractions of hours are rounded to the next full hour. Plant shall not be used in excess of the periods allowed without the express authority of the Owner in writing.

4) Weekly Rate shall mean a five (5) day week and on the basis of an eight (8) hour day, but excluding Saturday and Sunday.

5) Late Return Fee shall mean one half of the Daily Rate charge which is payable by the Hirer in addition to all other moneys due where the Goods are returned between 7:00a.m. and 12:00 noon on the day of return and otherwise the Hirer shall be deemed to have rehired the plant for a further period of one day.

6) Owner's Obligations

- a) Make the plant available to the Hirer at the Owner's premises or if so requested deliver the plant to the site nominated by the Hirer, which will incur an additional charge for transport.
- b) Be responsible for all repairs and replacements required to the plant and which arise from fair wear and tear, provided that these shall be at the expense of the Hirer if caused by negligence or misuse on the part of or attributable to the Hirer.

7) Hirer's Obligations

- a) Keep the Goods in first class condition and only use in a skillful and workmanlike manner and at his own expense service, clean and generally maintain the plant so it remains in good repair and condition.
- b) Be responsible for and indemnify the Owner for all accessories pertaining to the Goods lost or misplaced by the Hirer, its servants or agents, replacing old with new.
- c) Be responsible for the safe keeping of the plant and accessories supplied and indemnify the Owner for any loss suffered in this regard through misuse, theft or otherwise.
- d) Not less than daily and before operating the Goods inspect and read all oil dipsticks, levels and or gauges. At all times inspect the Goods and read all instructions and manuals pertaining to the Goods before operating.
- e) Return the plant in a clean condition at the expiration of hire. Breach of this condition will incur a charge of \$75.00 per hour to return the Goods to an acceptable condition as determined by the Owner.
- f) Keep the Owner indemnified against any injury or loss suffered by a person operating the plant by reason of misuse or otherwise.
- g) Indemnify the Owner for any loss (including legal costs) incurred by the Owner in relation to any breach of the Agreement and for any liability arising out of any such breach.

h) Permit only qualified and competent operators to use the Goods at the sole cost and expense of the Hirer.

i) At all times comply with the requirement of the Workplace Health and Safety Act and Regulations and all other legislative requirements pertaining to the Goods, their use and operation and insure all safety information supplied with the plant is displayed at all times.

j) Supply all fuels and oils required for the operation of the Goods and pay for refilling of all fuels and oils upon return of the Goods to the Owner.

8) Damage Waiver shall be paid by the Hirer at an additional percentage, as set out on the On Hire Docket, of the total hire charge and in return therefore the Hirer shall be released from liability for damage to (as distinct from the loss of) the plant caused other than willful acts or gross neglect or omissions of the Hirer, but this waiver does not exclude liability in respect of

a) Damage occurring while the plant is in the possession of any person other than the authorised Hirer.

b) Damage occurring to tools and accessories supplied with the machine.

c) Damage resulting from lack of lubrication or other normal maintenance for which the Hirer is responsible.

d) Tyre damage other than normal wear and tear.

9) Damage Waiver may be waived by signing the On Hire Agreement accordingly.

10) Travel Time on call-outs due to breach of this agreement will be charged at a rate of \$75.00 per hour.

11) The Hirer is always liable for

a) The costs of rectifying any tyre damage not attributable to normal wear and tear.

b) The excess of \$5000.00 if there is damage to or loss of the Goods or if there is damage to property of any third party.

12) Exclusion of Liability means in no event will the Owner be liable for any loss or damage, which the Hirer suffers arising from, or caused or contributed to by the Owner's negligence or the negligence of the Owner's servants or agents. Nor will the Owner be liable for special indirect or consequential loss or damage as a result of a breach by the Owner of the Agreement, including, but not limited to loss of profits or revenue, the cost arising from the loss of use of the Goods and the cost of any substitute goods which the Hirer requires.

13) Any warranty, condition, description or representation whether expressed or implied as to the state, quality or fitness of the plant for the purpose for which the same is let on hire is excluded except for any conditions or warranties which may be implied in this Agreement by the Trade Practices Act or other legislation.

14) Terms of Payment shall be 30 days for the last day of the month in which the Hire for that period is charged. Late payments may incur an account charge.

15) The Hirer warrants that **no act of bankruptcy** has been committed nor grounds for winding-up exist.

16) NOTE: The above equipment has been rented from Prime Equipment Sales/Rental Pty. Ltd. with the understanding that it is the responsibility of the customer to protect the unit from their process while on hire. All repair cost, clean-up, repainting, replacement of manufacturers decals and lost rental revenue while the process of restoring the unit to the rental ready status due to overspray, spillage, abrasive contaminants, hazardous substances or other such items which have affected the cosmetic refurbishing will be payable by the customer.