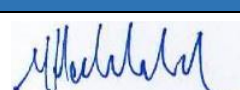
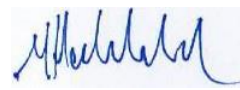


Hire Terms & Conditions

Revision and Changes Record

Version Number	Changes	Date	Approved by	Signature
V00	Draft by AR 	16/03/2022	MH	
V01	First Release	21/03/2022	MH	

General Terms and conditions for tooling hire

All Tools/Equipment is let on hire subject to the following conditions which shall prevail over any and all terms or conditions referred to in the Hirer's order or in correspondence or elsewhere unless specifically agreed in writing by both parties and any conditions or stipulations to the contrary are hereby excluded.

1. Definitions:

- a) The "Owner" is the Company, firm or person letting the Tool/Equipment on hire and includes their successors, assignees, or personal representatives.
- b) The "Hirer" is the Company, firm or person, Corporation or public authority taking the Owner's Tool/Equipment on hire and includes their successors and personal representatives and employees.
- c) "Tool/Equipment" covers all classes of Tools, equipment, and accessories thereof which the Owner agrees to hire to the Hirer.

2. Formation of contract:

- a) Quotations do not constitute an offer, and no contract shall result until the Hirer has placed an order and this has been accepted by the Owner (orders from confirming and merchant houses are accepted on the fundamental condition that they act as principals and not as agents).
- b) All oral acceptance of orders shall be deemed to have been made subject to these conditions of hire.
- c) Oral orders and any variations to orders must be confirmed by the Hirer in writing otherwise the Owner shall not be liable for any consequent errors or misunderstanding.
- d) No assurance given or terms discussed before order or arising from a previous course of conduct between the parties shall take effect as part of this contract or as a collateral warranty or contract, nor shall they bind the Owner in any other way, unless repeated in the Owner's quotation or set out clearly in the Hirer's written order. Provided that this provision shall not prevent these conditions of hire from being incorporated into any contract between the parties under any course of dealing between them.

3. Loss or Damage:

- a) The Hirer undertakes to accept full responsibility for loss or damage to the Tool/Equipment from whatever cause this may arise, fair wear and tear expected, and should also fully and completely indemnify the Owner in respect of all claims (including claims based in contract or tort) by any person or property caused by or in connection with or arising out of the use of the Tool/Equipment



and in respect of all costs and charges in connection therewith whether arising under statute or common law.

- b) The Hirer will be responsible to the Owner for the full replacement cost at the current manufacturer's published list price of items of Plant lost or stolen and for full repair costs on items of Plant damaged. This condition must be met by the Hirer notwithstanding any insurance claim which may be pending.

4. Delivery in Good Order:

- a) The Hirer must satisfy himself that the Tool/Equipment is in good working order and that the Tool/Equipment is not damaged in any way before signing the Delivery Note.
- b) The Hirer shall be responsible for loading and/or unloading the Tool/Equipment on-site and for the provision of any lifting facilities required for loading and/or unloading.

5. Hire Period:

- a) The Plant shall be deemed to be on hire from the time of leaving the Owner's premises to the time of being returned and offloaded at the Owner's premises. Such return and off-loading must take place at the owner premises in Perth or Brisbane, between the hours of 8.00 and 17.00 hours Monday to Friday unless a prior arrangement has been made and confirmed in writing.
- b) Returned Plant must be accompanied by documentation stating customer name and address and hire/purchase order number. Responsibility for the return of Tool/Equipment remains with the Hirer. The Owner cannot accept any responsibility nor reduce any hire charges because of strikes, bad weather conditions, or any other cause outside the direct control of the Owner.

6. Use of Tool/Equipment:

- a) The customer may use the Tool/Equipment for the purposes of its business. The Tool/Equipment is not to be used and the Customer will not permit it to be used, for any purposes for which it is not expressly designed. The Company shall undertake to supply with the Tool/Equipment adequate Operating Instructions.
- b) The Customer agrees that it will not affect any mechanical or other modifications to the Tool/Equipment, make alterations or additions, or fit any equipment or other accessories.
- c) The Customer agrees that it will not remove or interfere with any identification marks fixed to the Tool/Equipment nor deface the paintwork or exterior nor add or erect any painting, signwriting, lettering or advertising to or on the Tool/Equipment nor attempt or purport to do so nor permit the same.

7. Maintenance of Tool/Equipment:

- a) The Hirer shall be responsible for the safe-keeping, use in a workmanlike manner within the manufacturers' rated capacity, and return on the completion of the hire in good order (fair wear and tear accepted), of all Tool/Equipment on hire.
- b) The Hirer shall be responsible for compliance with all laws and regulations applicable to the Tool/Equipment and the work being performed by the Tool/Equipment.
- c) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the P Tool/Equipment. If the Tool/Equipment be continued at work or in use in an unsafe and unsatisfactory state the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- d) The Hirer shall regularly clean the Tool/Equipment and return it in a perfectly clean condition. The Hirer shall be responsible for any expense involved in cleaning the Tool/Equipment incurred by the Owner.

8. Breakdown and Spares:

- a) Any loss, breakdown or unsatisfactory working of any part or whole of the Tool/Equipment must be notified to the Owner immediately.
- b) The Owner will supply basic spare parts with each order for the hire of Tool/Equipment. These items are consumables, ie. Spare seals, tools and fittings, and such will be charged at list price as consumable items if not returned.

9. Test Certificates:

Copies of test certificates, where applicable, are available for all items. These can be supplied to the Hirer on request.

10. Hire Period:

Except where otherwise stated and confirmed in writing by the Owner all Tool/Equipment is hired on a daily, weekly or monthly basis.

11. Invoices:

Invoices will be raised at the end of each calendar month of the hire period, or on completion of the hire period, whichever is sooner, unless alternative invoicing arrangements have been agreed, in writing with the Customer.

12. Liability:

Without prejudice to the operation of Clause 2(a) of these Conditions under no circumstances shall the Owner be liable for loss of profits, revenue, or contracts or any consequential loss or damage howsoever caused whether in contract, tort, or otherwise.

13. Notice of accidents:

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by phone or email and confirmed in writing to the Owner's office and in respect of any claim not within the Hirer's agreement for indemnity, no admission, offer, a promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

14. Subletting:

The Hirer shall not sub-let or lend or part with possession of the Plant or any part thereof to any third party without first receiving the written permission of the Owner.

15. Protection of Owner's rights:

- a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Tool/Equipment except as provided under Clause 14 and shall protect the same against distress, execution, or seizure and shall indemnify the Owner against all losses, damages, costs, charges, and expenses that may be occasioned by any failure to observe and perform this condition, except in the event of Government requisition.
- b) If the Hirer makes default in punctual payment of all sums due to the Owner for Hire of Tool/Equipment or other charges or shall fail to observe and perform the terms and conditions of this contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a company shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights of the Tool/Equipment may be prejudice or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature) and it shall thereupon be lawful for the Owner to retake possession of the said Tool/Equipment and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this condition



shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the contract or damages for breach thereof.

16. General conditions of Business:

- a) All deliveries and collections made by the Owner will be charged extra.
- b) Variations to these terms can only be agreed in writing or by email.

The validity and operation of this contract is governed by the laws in force in Australia.

Customer initial:

Date:

Customer sign:

Date: