

RENTAL AGREEMENT TERMS AND CONDITIONS

These Terms and conditions and the attached Schedule constitute the agreement between AU Hire Pty Ltd ABN 55 139 826 716 of 6 Mackay Street Kewdale, Western Australia 6105 (AU Hire) and the customer to hire/loan/use the Equipment specified and listed in the Letter attached to these Terms (Customer), including any reasonable replacement supplied by AU Hire at their discretion of which the Customer agrees to accept.

FEES AND TERM: The corresponding Fees for the Term of the hire/loan/use (of which the Customer agrees they are obligated to pay) is set out in the Letter. The Customer agrees to return the Equipment at the end of the agreed Term. If security is to be paid, it must be paid prior to collection of the Equipment. AU Hire will hold any security until the Customer returns the Equipment and the security will be refunded to the Customer less any additional charges that might apply. At all times the ownership of the Equipment remains with AU Hire.

INSURANCE: "Liability" means any damage, direct incidental and consequential, theft, injury, proceeding or claim relating to the Equipment, third-party property, the driver and/or any other person except to the extent those occurring as a result of AU Hire's negligence. The Customer fully indemnifies and releases AU Hire and AU Hire's directors, employees, agents and representatives from all Liability and agree and acknowledge that the Customer will be liable for all damages or losses to the maximum extent allowable by law, regardless of the existence of an insurance policy which may cover all or partially any Liability. AU Hire may arrange insurance, for an additional fee, which the Customer agrees to pay, at any time.

MAINTAINING: The Customer undertakes and agrees at all times to ensure that the Equipment is serviced regularly and maintained to the condition as provided, including paying for and keeping current all registrations, permits, licences and insurances as required. The Customer will maintain all aspects of the Equipment including tyre pressures, keeping the required fluids and oils at the correct levels and use only the correct fuel. The Customer will immediately report any material defect or accidents to AU Hire. Regardless of any insurance coverage, the Customer is required to immediately arrange for any repairs to the Equipment.

CONDITION AND RETURN: The Customer acknowledges receiving the Equipment in a good and clean condition, except otherwise specified in the Equipment Inspection Report which the Customer agrees they have checked at pickup. The Customer agrees the Equipment includes as applicable all required accessories, tools and equipment and is fit for purpose and its intended use. The Customer agrees to only hire and use the Equipment for the period as agreed and set out in this agreement. Within reason, the Customer must return the Equipment in the same condition to the original pickup location unless otherwise agreed with AU Hire in writing. If AU Hire are required to pick the Equipment up from an alternate location or refurbish the machine to its original condition, the Customer will be charged reasonable additional fees which the Customer agrees they will pay.

EXTENSION: Extensions to the Term can only be made by agreement between the Customer and AU Hire. If the Equipment is not returned on time AU Hire will charge the Customer additional fees at a rate similar to the rates previously paid plus any additional reasonable costs until the Equipment is returned to AU Hire. AU Hire may recover the Equipment at any time on expiry of the hiring period and deduct the costs of doing so from the Customer's security or recover it as a debt owed to AU Hire. All outstanding Fees for the Term will be recovered as a debt owing from the Customer.

UNAUTHORISED AND PROHIBITED USE: Those persons who are: aged under 21, intoxicated or under the influence of any form of drug, not holding the relevant driver's licence, or have held a driver's license under 2 years are strictly prohibited from driving the Equipment. The Equipment must NOT under any circumstances be used without AU Hire's express agreement (except for expressly defined construction jobs): outside the city limits, on unsealed roads, off-road, to carry passengers or animals, to tow anything or for any other unreasonable, illegal or reckless purpose. The Customer is required to comply with all applicable laws especially safety laws and those relating to the carriage of dangerous goods. The Customer agrees that any material breach of these Terms will allow AU Hire to terminate this Agreement immediately and to recover the Equipment from the Customer, without AU Hire incurring any Liability to the Customer.

FINANCIAL MATTERS: By entering into these Terms the Customer agrees to pay all AU Hire Fees and authorise AU Hire to take recovery action against the Customer for the following: all Fees including additional fees; security; any hire extensions; costs incurred by AU Hire for any Liability; make good costs; Equipment retrieval; any amount charged to AU Hire due to infringements incurred during the period of hire; and any reasonable direct and third party costs incurred by AU Hire resulting from Customer breaches of these Terms.

PERSONAL PROPERTY AND SECURITIES ACT: "PPS Act" means Personal Property Securities Act 2009 (Cth). The term "Security Interest" has the same meaning given to it in the PPS Act and includes any interest in any AU Hire asset which: has been hired or lent; is owed to AU Hire (including debts); provides security for or protects against default by a person or company for the payment or satisfaction of a debt, obligation or liability; and of which asset includes a mortgage, charge, bill of sale, pledge, security, lien, encumbrance, licence, arrangement to pay, or arrangement for the retention of title.

AU Hire may secure any Security Interest granted by registration in accordance with the PPS Act and the Customer agrees to reimburse and indemnify AU Hire for all costs and expenses of and incidental to the registration and enforcement of any Security Interest.

PRIVACY: The Customer consents to AU Hire using and disclosing information about it for the purpose of the hire/loan/use activity set out in the Schedule and other purposes including marketing and business development. The Customer also



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consents to AU Hire using and disclosing Customer information to send information about products and services provided by AU Hire and AU Hire's related companies, franchises and partner organisations.

GENERAL: AU Hire reserves the right to refuse replacement Equipment and/or hire of further Equipment to the Customer following any accident or incident. No person, driver or passenger in the Equipment shall be deemed to be the agent, servant, representative or employee of AU Hire in any manner for any purposes whatsoever. In all cases and to the extent permitted by law, AU Hire's liability to the Customer is limited to the replacement, repair or re-supply of the Equipment or reimbursement of all Fees of which claim must be made within 6 months of the related action giving rise to the claim. All prices quoted shall be exclusive of Goods and Services Tax (GST) and GST will be payable on all Fees, additional fees and charges. This agreement is made in Perth, Western Australia and may only be amended or supplemented in writing and signed by all parties and contains the entire understanding between the parties concerning the subject matter contained herein.

