

TERMS AND CONDITIONS OF RENTAL HIRE AGREEMENT CONTINUED

I hereby accept the Equipment under the Terms and Conditions of the Rental Hire Agreement

Between STEEL MAINS PTY LTD
(ABN 73 004 843 056) of
125-175 Patullos Lane, Somerton, VIC, 3062

and;

Company Full Name _____

ABN _____

Company Address _____

Signed _____

Dated the _____ day of _____ 20 _____

Contact Name _____

Contact Phone No. _____

Contact Email _____

1 In This Agreement:

Equipment means Drader Welder Gun and/or SPY Holiday Detector and includes all accessories, tools and parts supplied by Steel Mains (which are set out on the front page of this agreement).

Deposit Fee means the amount of \$500.00 paid by the Customer to Steel Mains prior to the Hire Commencement Date, refundable to the Customer in the event that the Equipment is returned to Steel Mains **in a satisfactory condition on or before the Hire Completion Date**, but which is otherwise non-refundable in whole or in part.

Delivery Fee means the fees charged by Steel Mains to the Customer for delivering the Equipment to the Customer. The Customer will organize to return the Equipment to the Steel Mains **Brisbane office** via their own courier company at the completion of the hire period.

Hire Commencement Date means,

- The time of collection of the Equipment from Steel Mains by a courier, or
- The time of collection of the Equipment from Steel Mains by the Customer

Hire Fee means the amount payable by the Customer to Steel Mains in respect of the hire of the Equipment from the Hire Commencement to the Hire Completion dates (set out on the front page of this agreement) which does not include any Delivery Fee. The hire fee must be in advance at all times.

Hire Period means the period from the Hire Commencement Date to the later of the Hire Completion Date and the Return of the Equipment, being in any event not less than 7 days.

Return or Returned means the time of the Return of the Equipment to Steel Mains, whether by the Customer or Steel Mains, or if the Equipment is lost, stolen or damaged, the time at which the Equipment is repaired or replaced as the case may be.

Hire Completion means the completion (return) date set out on the front page of this agreement.

2 Hire of the Equipment and Fees Payable

2.1 In return for the payment of the Hire, Deposit and Delivery Fees, Steel Mains agrees to hire the Equipment to the Customer for the period from the Hire Commencement to the Hire Completion.

2.2 The **Hire Fee**, any **Delivery Fee** and the **Deposit Fee** is payable to Steel Mains **prior to dispatching** of

the Equipment.

2.3 Hire fees must be paid in advance throughout the hire period.

2.4 Initial hire fees to be paid by credit card. If paid by bank transfer, then a remittance advise must be forwarded prior to dispatching of the equipment.

2.5 The Customer agrees to return the Equipment within 7 days of the Hire Completion Date or notify Steel Mains in writing that they require an extension to the Hire Period.

2.6 The Customer agrees to pay an additional Hire Fee if the Equipment is not returned within 7 days of the Hire Completion Date unless the Customer has notified Steel Mains in writing and Steel Mains has accepted the delay. **Refer to Clause 5.4**

3 Conditions of Hire

The Customer must:

3.1 Make and rely upon its own enquiries as to the suitability of the Equipment for the Customers intended purpose.

3.2 Use the Equipment only for the purpose and in the manner for which it was designed.

3.3 At its own cost, keep the Equipment in good order and repair at all times which includes but is not limited to servicing, cleaning and lubrication of the Equipment.

3.4 Allow only suitably qualified and trained personnel to operate the Equipment.

3.5 Immediately notify Steel Mains of any breakdown, loss or damage to the Equipment.

3.6 Not take the Equipment out of the state from which it was hired without the prior written consent of Steel Mains.

3.7 Not part with possession or control of, sell, sub-hire, encumber or otherwise deal with the Equipment in any way.

3.8 Not make any modification or alteration to the Equipment without the prior written consent of Steel Mains.

3.9 Return the Equipment to Steel Mains in the condition that it was hired.

3.10 Return the Equipment to the Steel Mains **Brisbane office** at the end of the hire period.

4 Breakdown, Damage or Loss of the Equipment During the Hire Period

4.1 In the event that the Equipment breaks down, becomes damaged, lost or stolen during the Hire Period, Steel Mains may, at its sole discretion, determine whether the break down, damage or loss was a result of any act, omission or negligence on the part of the Customer, or was attributable to some other cause.

4.2 If Steel Mains determines that the breakdown, damage or loss was not a result of any act, omission or negligence on the part of the Customer then it may, at its discretion, waive the unexpired portion of the Hire Fee.

4.3 In the event that the Equipment is lost or stolen during the Hire Period the Customer agrees to pay to Steel Mains the replacement cost of the Equipment and in this respect the determination of Steel Mains as to the replacement cost of the Equipment will be conclusive evidence of that cost.

5 Liability of Customer

5.1 The Customer will hire and use the Equipment at its own risk and releases Steel Mains, its employees, agents, and contractors to the fullest extent permitted by the law from all claims and demands of every kind resulting from any accident, damage, injury or death arising as a result of the hire or use of the Equipment.

5.2 The Customer will indemnify and keep indemnified Steel Mains from and against all actions, claims, demands, losses, damages, loss of Hire Fees, costs and expenses for which Steel Mains may become

liable or which Steel Mains may suffer as a result of the Customer's hire or use of the Equipment.

- 5.3 Without in any way limiting or affecting the rights of Steel Mains pursuant to this agreement, or under statute, at common-law or in equity, if the Equipment is damaged during the Hire Period then Steel Mains may, at its sole discretion, repair the Equipment or deem it to be written-off, in either case the Customer must pay to Steel Mains, as the case may be, the cost of repairs to or of replacing the Equipment within 7 days of Steel Mains submitting an invoice to the Customer for such repair or replacement costs.
- 5.4 Without in any way limiting or affecting any other rights that Steel Mains may have either pursuant to this agreement or under common law, statute or equity, if the Customer does not return the Equipment to Steel Mains by the Hire Completion Date other than by reason of default by Steel Mains then:
 - 5.4.1 The Customer will pay to Steel Mains the pro-rata daily rate for each period of 24 hours or any part thereof from the Hire Completion Date (return time) until the Equipment is returned to Steel Mains; and
 - 5.4.2 If the Equipment is not returned to Steel Mains within 14 days of the Hire Completion Date (or such later date as may be agreed in writing) then, in addition to the amount payable under Clause 5.4.1, the Customer will pay to Steel Mains the replacement cost of the Equipment and in this respect the determination of Steel Mains as to the replacement cost of the Equipment will be conclusive evidence of that cost.
- 5.5 The Customer acknowledges that the amounts payable under Clause 5 are a genuine pre-estimate of the loss that would be suffered by Steel Mains if the Equipment is not returned in the same condition as it was at the Hire Commencement, fair wear and tear excepted, by the Hire Completion Date.

6 Liability of Steel Mains

To the extent permitted by law and except as otherwise provided herein:

- 6.1 All conditions, warranties and representations are hereby expressly negated and excluded; and
- 6.2 Steel Mains liability to the Customer arising in connection with the hire or use of the Equipment hereunder whether under common law, equity or statute and whether direct or indirect is limited to replacing or repairing the Equipment, supplying equivalent equipment or refunding any Hire Fees paid and without limitation excludes any liability whatsoever for any incidental, consequential or indirect damages or for any loss of profits.

7 Termination by Steel Mains

This agreement may be terminated by Steel Mains immediately if:

- 7.1 The Customer has made any false statement in relation to any matter referred to in this agreement; or
- 7.2 The Customer fails to pay any consecutive Hire Fees when they become due; or
- 7.3 the Customer commits or suffers an act of bankruptcy or being a company goes into liquidation or provisional liquidation or has a receiver, manager or other external controller appointed; or
- 7.4 Execution or distress against the Customer or the Customer's goods is levied; or
- 7.5 The Customer causes or permits to be done or suffered any act or thing likely to endanger the safety or condition of the Equipment; or
- 7.6 The Customer fails to return the Equipment by the Hire Completion Date (return) date set out on the front page of this agreement.

8 Effect of Termination by Steel Mains

In the event of termination of this agreement pursuant to Clause 7 or if the Customer otherwise breaches any provision of this agreement:

- 8.1 Steel Mains shall have the immediate right to take possession of the Equipment;
- 8.2 The Customer grants to Steel Mains a license to enter any premises where the Equipment may be located in the name of the Customer and to exercise any right to possession;
- 8.3 The Customer shall pay to Steel Mains all expenses reasonably and properly incurred by Steel Mains by reason of it taking or attempting to take such possession of the Equipment and shall otherwise indemnify Steel Mains against any other costs (including legal costs), expenses, claims or damages whatsoever arising out of the Customer's breach.

9 General

- 9.1 Steel Mains may assign either absolutely or by way of security its rights under this agreement and/or to the Equipment.
- 9.2 No waiver by Steel Mains of any default, breach or repudiation of this agreement by the Customer shall affect the rights of Steel Mains in respect of any further or continuing default, breach or repudiation.
- 9.3 This agreement shall be binding on the heirs, successors and assigns of the parties.
- 9.4 In the event that any provision (or part thereof) contained in this agreement is rendered void, invalid or unenforceable, then such provision (or part thereof) shall be severed from this agreement without affecting the remaining provisions thereof.
- 9.5 Where there is more than one Customer then the liability of each shall be joint and several.
- 9.6 In this agreement the word "person" or "persons" includes a corporation or any other legal entity.
- 9.7 No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement will prejudice or restrict the rights of that party.
- 9.8 This agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties. This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.
- 9.9 This agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the Courts of that State and of the Commonwealth of Australia.
- 9.10 All fees and other amounts payable pursuant to this agreement are inclusive of GST.

Execution Clauses.

CONTACTS

CUSTOMER SUPPORT & TRAINING MANAGER

Tim Paragreen
0449 556 933

Tim.Paragreen@steelmains.com

CUSTOMER SUPPORT & TRAINING OFFICER

Frank Deiesi
0427 624 866

Frank.Deiesi@steelmains.com

SALES & TRAINING ADMINISTRATOR

Donna Broderon
07 3435 5500

Donna.Broderon@steelmains.com

STEEL MAINS PTY LTD - BRISBANE

Unit 6, 152 Bluestone Circuit
Seventeen Mile Rocks, Queensland 4073

STEEL MAINS PTY LTD - MELBOURNE

125-127 Patullus Lane
Somerton, Victoria 3062

STEEL MAINS PTY LTD - PERTH

Lot 6 Leath Road
Naval Base, Western Australia 6165

(Office Use Only)			
<i>Company</i>			
<i>Hire Unit #</i>		<i>Hire Unit #</i>	
<i>Total Hire Period</i>		<i>Total Hire Period</i>	
<i>Coil / Tip Size(s)</i>		<i>Coil / Tip Size(s)</i>	
<i>Date Unit Sent</i>		<i>Date Unit Sent</i>	
<i>Sent from Which Site</i>		<i>Sent from Which Site</i>	
<i>Courier Con Note #</i>		<i>Courier Con Note #</i>	
<i>Hire Period</i>		<i>Hire Period</i>	
<i>Invoice#</i>		<i>Invoice #</i>	
<i>Invoice Date</i>		<i>Invoice Date</i>	
<i>Invoice \$ Amount</i>		<i>Invoice \$ Amount</i>	
<i>Invoice Sent Date</i>		<i>Invoice Sent Date</i>	
<i>Invoice Paid Date</i>		<i>Invoice Paid Date</i>	
<i>Notes</i>		<i>Notes</i>	
<i>Date Unit Returned</i>		<i>Date Unit Returned</i>	
<i>Site Unit Returned To</i>		<i>Site Unit Returned To</i>	
<i>Coils / Tips Returned</i>		<i>Coils / Tips Returned</i>	
<i>Deposit Refund Date</i>		<i>Deposit Refund Date</i>	
<i>Credit Note #</i>		<i>Credit Note #</i>	
<i>Credit Note \$ Amount</i>		<i>Credit Note \$ Amount</i>	
<i>Notes</i>		<i>Notes</i>	
(Extended Hire)			
<i>Hire Period</i>		<i>Hire Period</i>	
<i>Invoice #</i>		<i>Invoice #</i>	
<i>Invoice Date</i>		<i>Invoice Date</i>	
<i>Invoice \$ Amount</i>		<i>Invoice \$ Amount</i>	
<i>Invoice Sent Date</i>		<i>Invoice Sent Date</i>	
<i>Invoice Paid Date</i>		<i>Invoice Paid Date</i>	
(Extended Hire)			
<i>Hire Period</i>		<i>Hire Period</i>	
<i>Invoice #</i>		<i>Invoice #</i>	
<i>Invoice Date</i>		<i>Invoice Date</i>	
<i>Invoice \$ Amount</i>		<i>Invoice \$ Amount</i>	
<i>Invoice Sent Date</i>		<i>Invoice Sent Date</i>	
<i>Invoice Paid Date</i>		<i>Invoice Paid Date</i>	
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<i>Invoice \$ Amount</i>		<i>Invoice \$ Amount</i>	
<i>Invoice Sent Date</i>		<i>Invoice Sent Date</i>	
<i>Invoice Paid Date</i>		<i>Invoice Paid Date</i>	
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<i>Invoice Date</i>		<i>Invoice Date</i>	
<i>Invoice \$ Amount</i>		<i>Invoice \$ Amount</i>	
<i>Invoice Sent Date</i>		<i>Invoice Sent Date</i>	
<i>Invoice Paid Date</i>		<i>Invoice Paid Date</i>	