

TERMS & CONDITIONS OF HIRE AGREEMENT AND TRADE CREDIT ACCOUNTS AND PAYMENTS

1. In these conditions:

1.1 The "Owner" is Myscaffold Pty Limited

1.2 The "Customer/Hirer" is the person, firm or corporation hiring Equipment from the Owner.

1.3 The "Equipment" means all plant, equipment, vehicles and machinery, including tools, accessories and parts supplied to the Customer/Hirer.

1.4 "Insurer" meaning a person, firm or corporation insuring the Equipment and any authorised officer or employee.

1.5 "Written Off Equipment" means damaged equipment that is determined by the Owner and or the Insurer to be written off.

The hiring rate has been structured upon the standard of a working day. Hiring charges shall commence from the time the Equipment is collected by the Customer/Hirer from the Owner's premises until returned to said premises. In the event of the Customer/Hirer requesting the Owner to make delivery and collection, hire will commence from the time the Equipment leaves the Owner's premises until the time the Owner's Hirer Controller is notified that the Equipment is available for collection provided that notification is given in sufficient time for the Equipment to be picked up and returned to the Owner's depot by 9.00 a.m. following the period of hire. In the event that insufficient notice has been given or that access to the Equipment is not made available at the time of collection, then hire continues until collection can be effected in accordance with this condition. Security of the Equipment until collected by the Owner shall remain the responsibility of the Customer/Hirer.

IF RETURN DELIVERY SERVICE IS REQUIRED IT IS THE CUSTOMER'S/HIRER'S RESPONSIBILITY TO CONTACT THE OWNER'S HIRE CONTROLLER, ADVISE THAT THE EQUIPMENT IS AVAILABLE FOR COLLECTION AND OBTAIN AN "OFF HIRE" NUMBER WHICH SERVES AS VERIFICATION THAT SUCH NOTIFICATION HAS BEEN RECEIVED. HIRE IS CHARGED FOR THE TIME THE EQUIPMENT IS OUT, NOT THE TIME USED. EQUIPMENT MUST BE OFF HIRED BY 9AM ON THE MORNING FOLLOWING THE LAST DAY OF HIRE TO AVOID A FURTHER DAYS HIRE CHARGE.

Minimum hire shall be one week unless otherwise specified. Any Customer/Hirer failing to return the Equipment to the Owner's premises until after 9.00a.m. on the morning of the day following the period of hire will be charged an additional day.

The Owner shall:

2.1 Make the Equipment available to the Customer/Hirer at the Owner's premises, or if so required, deliver the Equipment to a site nominated by the Customer/Hirer providing the Customer/Hirer has an established credit rating with the Owner.

2.2 The Owner shall not be liable to the Customer/Hirer or the Customer's/Hirer's servants or agents for any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising directly or indirectly from representations, warranties, terms and conditions, expressed or implied (except in so far as statutory conditions and warranties cannot be excluded under the Trade Practices Act or any other relevant legislation), use, maintenance, transport, operation of the Equipment or otherwise and whether resulting from the negligence of the Owner, its servants or agents or otherwise.

The Customer/Hirer shall:

3.1 Determine the condition and suitability of the Equipment hired for the purpose required.

3.2 Use the Equipment in a skillful and proper manner and only for the purpose and within the capacity for which it was designed, acknowledging that the Owner can give no warranty as to the said capacity.

3.3 Ensure that the Equipment is operated by a suitably certified operator (whether supplied by the Customer/Hire at its cost, or employed and provided by the Owner) who will work entirely in accordance with the direction of the Customer/Hirer.

3.4 At its own expense, service, fuel, lubricate and maintain the Equipment in good and substantial repair and condition (reasonable wear and tear excepted unless caused by negligence or misuse on the part of or attributable to the Customer/Hirer) except for pre-arranged major servicing which will be carried out by the Owner during normal working hours.

3.5 Accept full responsibility for all damage to Equipment.

3.6 Clean the Equipment upon completion of the hire period or be charged a cleaning fee for any cleaning required by the Owner.

3.7 Indemnify and keep indemnified and save harmless the Owner and the Owner's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the Equipment or otherwise and whether resulting from negligence of the Owner, its servants or agents or otherwise.

3.8 Accept full responsibility for, and indemnify the Owner against all claims in respect of any injury to persons, or damage to property, arising out of the use of the Equipment during the hire period however arising, whether from negligence of the Customer/Hirer or Owner or otherwise.

3.9 Not be entitled to a lien over the Equipment, nor without the Owner's prior written consent part with possession of the Equipment or assign the benefit of this Hire Agreement, nor remove the Equipment or allow it to be removed from the State.

3.10 Not alter, make any additions to deface or erase any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.

3.11 Pay the full replacement or reinstatement cost (whichever is applicable) for any loss, theft or damage to the Owner's Equipment.

3.12 Accept that Loss and Damage Waiver charges are automatically added to the Owner's

Hire charges, unless the Owner receives from the Customer/Hirer written advice prior to the delivery of the Equipment together with proof of acceptable insurance cover held.

3.13 Pay to the Owner all hire charges and other costs.

3.14 Pay to the Owner all costs/commissions and other fees and expenses including the

Owner's legal fees on a solicitor and own client basis associated with any default by the Customer/Hirer under the terms and conditions of this credit account, including without limitation the collection of any outstanding moneys owed by the Customer/Hirer to the owner.

4. Conditions 6.2 and 7.7 hereof, to the extent they are inconsistent with any other clauses, terms or conditions of this Agreement, are to override such conditions and are to be of paramount force.

5. The Owner may affix or cause to be affixed on the said Equipment or any part thereof such plates or other markings indicating that the said Equipment is the property of the Owner as the Owner may think fit.

6. Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this Hire Agreement.:

6.1 At any time by giving to the Customer/Hirer 24 hours notice of its intention to so terminate, such termination to be effective as of the expiry of the said 24 hours.

6.2 Without notice, if the Customer/Hirer shall commit any breach of this Hire Agreement or have a winding petition presented against it or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.

6.3 Upon termination of this Hire Agreement as aforesaid the Owner shall be entitled to take possession of the Equipment and for this purpose the Customer/Hirer irrevocably appoints the Owner its agent and authorises the Owner to enter on any land or premises owned by or under the control of the Customer/Hirer upon which the Equipment is then situated and agrees to indemnify the Owner in respect of any claims, damages or expenses arising out of any action taken under this condition.

7. Any warranty, condition, description or representation whether express or implied, as to the state, quality or fitness of the Equipment for the purpose for which the same is let on hire is excluded. The Owner shall not be responsible or liable to the Customer/Hirer, whether on the ground of breach of a contractual duty or on the ground of negligence, for any loss or damage, directly or indirectly suffered or sustained by the Customer/Hirer and arising from defects in or malfunctions, breakdown or failure or performance of the Equipment or otherwise and the Customer/Hirer exonerates and releases the Owner from all claims and demands in respect thereof.

8. The customer is responsible for theft and loss and damage to Plant and Accessories whilst on hire. In the event of an incident occasioning loss or damage to Plant the costs of replacement or repairs to such will be charged to the customer. Where DAMAGE WAIVER FOR HIRED PLANT has been charged to the customer (Not Applicable to Scaffold), the owner agrees upon the prompt

submission of a written police report (in the case of theft) or a written report by the Customer/Hirer to the Owner, to waive its right to claim for loss and damage to the plant caused by fire, storm, collision, accident, theft or burglary, provided:

8.1 adequate precautions have been taken to safeguard the Plant.

8.2 loss and damage was not incurred due to negligence by the Customer.

8.3 such waiving of rights is subject to payment by the Customer of an excess of:

8.3.1 in the event of loss of Plant: \$1000 per item or 10% of the cost of the new replacement cost of the Plant (whichever is the greater)

8.3.2 in the event of damage of the Plant: \$1000 per incident or 10% of the cost of repairs to the Plant (whichever is the greater)

8.3.3 in the event of damage to the Plant as a result of overturning resulting in the Plant being written off \$5000 per item or 10% of the new replacement cost of the equipment (whichever is the greater).

8.4 EXPRESSLY EXCLUDED FROM THE ABOVE DAMAGE WAIVER FOR HIRED PLANT IS LOSS OR DAMAGE AS DEFINED BELOW.

8.4.1 damage due to misuse, abuse or overloading of the Plant

8.4.2 loss or damage in contravention of the Terms and Conditions of the Hire Agreement

8.4.3 loss or damage from uses in violation of any statutory laws and regulations

8.4.4 loss and damage of tools and accessories and in particular safety harnesses

8.4.5 damage caused to tyres and tubes by blow-out bruises, cuts or other causes inherent in the use of the Equipment

8.4.6 loss or damage relating to lack of lubrication or other normal servicing of the Equipment

8.4.7 loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridge or vessels of any kind

8.4.8 loss or damage to motors or other electrical equipment or devices caused by overloading or artificial electrical current, including use of underrated extension leads on electrical powered tools and machines

8.4.9 loss or damage caused by mysterious disappearance or wrongful conversion of the Equipment

8.4.10 loss or damage during transport, except where transported by the Owner

8.4.11 loss or damage to items on which the waiver premium is not charged

8.4.12 loss or damage caused by theft or burglary at a site location where the Equipment is not placed in a building secured or enclosure with adequate security or where prepared by any Insurer of the Equipment states the Customer/Hirer contributed or failed to provide adequately secured premises at the site location.

9. The Owner reserves the right to revise the Schedule of Hire Rate Charges without notice.

10. In this Agreement, unless repugnant to the context, words importing the singular number shall include the plural and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and, if applicable, a corporation.

11. Trade Credit Accounts & Payments

11.1 Trade credit facilities may be suspended by the owner at any time without notice.

11.2. Liability for trade credit accounts held in more than one name will be joint and several

11.3. All invoices issued by the owner to the customer are due and payable within (30) days from date of invoice

11.4. The owner may charge interest on any overdue monies at a rate not exceeding the prevailing bank overdraft rate.

11.5. The owner may employ or appoint a debt collection agency to obtain Payments or overdue monies.