

Norquip Hire

For the provision of hire equipment and services by Norquip Hire NQ Pty Ltd ACN 663 038 202 trading as Norquip Hire (we/us/our).

These Terms and our Quote form the basis of our Agreement with you.

1. Acceptance and Term

- (a) You agree to be bound by this Agreement if, after having received a copy of the Agreement, you:
- sign and return a Quote or Credit Application;
 - make payment of any amount in the Quote; or
 - otherwise instruct us (whether verbally or in writing) to provide the Equipment as outlined in the Quote.
- (b) The Agreement continues for the Term unless terminated sooner under clause 15.

2. Quote

If we have provided you with a Quote:

- (a) the Quote will be valid for a period of thirty (30) days from the date of issue;
- (b) our Quote may take different forms and may also be made up of separate parts, which are to be taken as joined and to form one single document;
- (c) the Quote will not be construed by us an offer or obligation to supply the Quoted Items on the terms of the Quote;
- (d) if you wish to proceed with engaging us following receipt of our Quote, you must request that we provide the Quoted Items on the terms of the Quote; and
- (e) we will only be bound by the Quote once we have confirmed we will provide the Quoted Items following receipt of your request pursuant to 2(d).

3. Hire and delivery

3.1 Hire of Equipment

- (a) We agree to hire the Equipment to you for each Hire Period.
- (b) An amendment of the Hire Period is subject to our approval and may be subject to a Quote revision.
- (c) Daily hire rates for Equipment with an engine include 8 hours of operation per day with use beyond this time incurring Additional Fees. All other Equipment is based on a 24-hour day rate, subject to the Quote.

3.2 Hire period

- (a) The Hire Period commences upon the earlier of when:
- you or an authorised person takes possession of the Equipment; or
 - we deliver the Equipment to your Site, and continues until the Equipment is back in our possession.

3.3 Collection and Delivery of Equipment

- (a) You agree to make payment for any Delivery Fees to and from the Site:
- as specified in the Quote;
 - as incurred as a consequence of enforcing our rights under this Agreement; or
 - as advised from time to time acting reasonably.
- (b) Where Equipment is being delivered to or collected from your Site, you must grant proper access to enable timely delivery and collection from the Site.
- (c) Unless otherwise agreed, we will deliver Equipment to the kerb alignment adjacent to the Site. The delivery vehicle will only enter the Site at the absolute discretion of the driver and at your risk.
- (d) You acknowledge and agree that if delivery cannot be affected due to a Site issue or

because you request for delivery to be delayed:

- you will be responsible for the reasonable costs relating to the return and re-delivery of the Equipment, in addition to the original Delivery Fees; and
 - we will provide you with notice of the delivery failure, set out anticipated additional costs and provide instructions for rescheduling delivery.
- (e) Delivery times and dates are estimates only and we do not take responsibility for the failure or delays in delivery of the Equipment.
- (f) We will endeavour to update you of any delay in the delivery or collection of the Equipment as soon as reasonably possible.

4. Consumable items

We may provide certain consumable items required for the use of the Equipment. Maintaining a supply of consumables does not form part of our ongoing obligations under this Agreement unless agreed by the parties to be provided for an Additional Fee throughout the Hire Period.

5. Services

This clause applies to the provision of Services in addition to the hire of Equipment.

5.1 Installation Services

- (a) Where agreed by the parties, we may provide installation and removal of the Equipment at an Additional Fee as specified in our Quote.
- (b) Following acceptance of our Quote, you must provide sufficient information to enable installation to proceed. Where you have not provided sufficient information, the installation will be delayed and delivery dates deferred until such time as the required information is received.
- (c) Where applicable, we will provide you with any site requirements prior to installation of the Equipment including but not limited to required access to power or location specifications.

(d) Upon confirmation by you of the information and site requirements specified in this clause, we will attend the Site to install the Equipment at a time agreed with you.

(e) Where you have failed to properly implement the site requirements prior to our attendance, you will be liable for all reasonable costs and expenses in rectifying the site issues or the costs of reattendance to the Site to complete the installation.

5.2 Servicing & removal

- (a) We carry out cleaning, servicing and maintenance work (Servicing) on machinery hire Equipment at the end of every Hire Period at our cost. Unless otherwise specified, you are liable for all charges associated with waste removal and cleaning services of toilets and holding tanks at the end of the Hire Period.
- (b) We may also provide Servicing, including the removal of waste, grease or water, upon request or at agreed intervals during the Hire Period for the Additional Fee specified in our Quote.
- (c) You acknowledge and agree that Servicing under this clause does not include any work necessary to repair the Equipment or rectify any damage including the replacement of any parts of the Equipment which would not be considered (in our reasonable discretion) fair wear and tear.

5.3 Refuelling

- (a) Where agreed by the parties, we may during the Hire Period provide refuelling of

Equipment at an Additional Fee as specified in our Quote.

- (b) The Additional Fee for refuelling will be comprised of our service fees for labour and charges for the required fuel per litre at the then prevailing rate.

6. Your obligations and responsibilities

6.1 Usage and maintenance

At all times during the Term, you must:

- maintain the Equipment in good order, condition and repair (subject to fair wear and tear);
- for Equipment that requires operation by you:
 - only allow persons who are properly trained and competent, and if applicable, who hold current and requisite licences to use or operate the Equipment;
 - ensure that all Operators only use the Equipment for the purpose for which the Equipment is intended to be used and in accordance with applicable usage guidelines we may provide; and
 - ensure that all Operators wear suitable clothing and protective equipment and that no Operators are under the influence of any substances;
- operate, maintain and store the Equipment with due care and diligence and in compliance with our and the manufacturer's instructions and recommendations;
- not make any alteration, addition or attachment to the Equipment without first obtaining our consent;
- keep the Equipment under your control and refrain from selling or sub-letting the Equipment;
- comply with all relevant Laws, regulations and rules governing or relating to the operation of the Equipment;
- not take the Equipment outside of the state in which it was hired without our prior written consent; and
- not do, cause or allow to be done any act or omission which may endanger the safety or condition of the Equipment.

6.2 Inspection

- (a) You must inspect all Equipment upon delivery and notify us of any damage or defects in the Equipment within 24 hours of delivery.
- (b) You consent to us inspecting the Equipment upon reasonable notice during the Hire Period and you consent to us entering the premises of your Site to do so.

6.3 Ownership of Equipment

- (a) During the Term, you must not:
- dispose of the Equipment;
 - declare a trust over the Equipment;
 - create or permit the creation or existence of any other interest in the equipment (except in favour of Norquip Hire); or
 - part with possession of the Equipment, without our consent.

6.4 Access

- (a) You must provide all reasonable access and assistance to your Site to perform our obligations and rights under this Agreement.
- (b) Where we access your Site for the purposes of performing our obligations under this Agreement, you must:
- provide adequate and safe facilities;
 - ensure that our personnel are appropriately inducted, trained and supervised in relation to:
- (A) health, safety and environment risks associated with the performance of our obligations under this Agreement at your Site; and
- (B) procedures required to manage the risks in sub-clause 6.4(b)(ii)(A);

- (iii) immediately notify us of any incidents that occur in relation to our personnel during the provision of the Services.
- (c) To enable us to properly perform our obligations under this Agreement, you must promptly provide us with all reasonable:
 - (i) information (including properly completed site plans), data, resources, records or materials; and
 - (ii) assistance from personnel within your organisation that we need to interact with in order to provide the Equipment and/or Services.

7. Our obligations and responsibilities

We must:

- (a) provide the Equipment in accordance with the Agreement;
- (b) ensure that all Equipment is of a high quality, professional standard and fit for its usual purpose;
- (c) where relevant to our obligations under the Agreement, comply with your health, safety and environment requirements and security policies which have been provided to us and which apply to the Site; and
- (d) comply with all Laws in performing our obligations under the Agreement.

8. Payment of Fees and Deposit

8.1 Fees

- (a) You agree to pay us all Fees as specified in the Quote and pursuant to these Terms.
- (b) Unless otherwise specified, all Fees are exclusive of GST.
- (c) We reserve the right to amend our Hire Fees upon 10 Business Days' notice to you, before the end of each Hire Period, in accordance with any change to our standard pricing for the Equipment. Any variation in the Hire Fees will only become applicable from the commencement of the next Hire Period. If you do not accept the change in Hire Fees, you must return the Equipment to us upon expiry of your then current Hire Period.

8.2 Deposit

- (a) You must pay the Deposit in the amount and in the manner specified in the Quote.
- (b) The Deposit will be applied by us against any amount owing to us under this Agreement, following the issue of our invoice/s to you.
- (c) You acknowledge and agree that any deposit paid by you to us may be applied as follows:
 - (i) firstly, towards payment of any costs, charges, expenses or outgoings incurred by or paid by us;
 - (ii) secondly, in or towards payment of any interest due or payable by you; and
 - (iii) thirdly, in or towards payment of any Fees due and owing to us.

8.3 Payment terms generally

- (a) You must pay us all amounts outlined in our tax invoices in the manner and within the time specified without set-off, counterclaim, holding or deduction, including but not limited to as a result of inclement weather or industrial disputes.
- (b) Payment of our initial invoice for the Hire Period is required before we provide our Equipment or Services to you. We will issue you with a tax invoice promptly following your acceptance of the Quote.
- (c) Payments made via a credit card may incur a payment processing fee where charged by our third-party payment processors.
- (d) If you fail to make payment of any amount in accordance with sub-clause (a), we may:
 - (i) charge you interest on any overdue amount which will begin accruing on the first day that payment is overdue at the then current Commonwealth Bank overdraft interest rate plus 3% per annum;
 - (ii) charge you for any costs and expenses incurred in collecting any outstanding

Fees from you including debt collection and legal costs;

- (iii) immediately suspend the hire of any Equipment to you while any amount remains outstanding; and
 - (iv) collect the Equipment at your cost.
- ### 8.4 Account – payment terms
- Subject to the payment of our initial invoice pursuant to clause 8.3(b), where you have an Account with available credit:
- (a) we will issue our tax invoice to you at the end of each calendar month, or at such other times we reasonably determine.
 - (b) unless otherwise specified, our payment terms will be 30 days from the end of the month in which it was issued.

8.5 Additional Fees

In addition to the Hire Fees, you agree to pay:

- (a) all Additional Fees for installation, Servicing or refuelling in accordance with clause 5;
 - (b) all Additional Fees for repairs of loss of Equipment in accordance with clause 10;
 - (c) all Additional Fees for consumable items in accordance with clause 4;
 - (d) any applicable Loss and Damage Waiver in accordance with clause 11;
 - (e) Delivery Fees in accordance with clause 3.3;
 - (f) any Additional Fees for attendance at a Remote Site in accordance with clause 10.5;
 - (g) fees for additional usage of the Equipment in accordance with clause 3.1(c);
 - (h) any charges for wages or payment of an operator of the Equipment supplied by us (where applicable); and
 - (i) any charges for replacement of consumable items in accordance with clause 4,
- pursuant to our current Fee Schedule or in accordance with our then prevailing rates.

9. Account

9.1 General

- (a) Upon completion of a Credit Application and Guarantee (where applicable) we may in our sole discretion determine whether to accept you for an Account.
- (b) Upon acceptance, we will advance you credit for the Equipment up to the amount agreed in the Credit Application.
- (c) Your approved credit may be reviewed, altered or withdrawn at any time, without prior notice to you and at our absolute discretion.
- (d) We will have no liability or responsibility for any loss, however arising, incurred by you due to a review, alteration or withdrawal of your credit.
- (e) You must notify us of any change in ownership, legal name, or address of any entity with an Account within 7 days of the change occurring.

9.2 Guarantee

- (a) A guarantee provided under a Credit Application will be subject to the further terms outlined in our Guarantee and Indemnity form.
- (b) In any action, proceeding or claim brought or made against any guarantor pursuant to this Agreement, a certificate signed by us shall be prima facie evidence of the outstanding amount owed by you and also of the amount owed by any guarantor.
- (c) We may make demand upon and commence proceedings against a guarantor without any obligation to first make demand to you.

10. Equipment

10.1 Risk

The Equipment is at your risk from the time it is delivered to your Site until it has been returned to us. Whilst the Equipment is at your risk, you are responsible for any loss or damage to it which is not considered (in our reasonable discretion) fair wear and tear.

10.2 Gas Equipment

- (a) All Equipment containing gas bottles must be

stored in accordance with industrial health and safety and Workcover standards.

- (b) Gas bottles remain our property throughout the Hire Period.

10.3 Equipment breakdown

- (a) If any Equipment breaks down or becomes unsafe to use during the Hire Period you must:
 - (i) immediately cease using the Equipment;
 - (ii) immediately notify us of the issue;
 - (iii) take all necessary steps to prevent injury to any Operator as a result of the condition of the Equipment;
 - (iv) take all necessary steps to prevent further damage to the Equipment; and
 - (v) not attempt to repair the Equipment without our written consent.
- (b) If the Equipment breaks down or becomes unsafe to use (through no act or omission of the customer or an Operator including misuse, recklessness and negligence), we will:
 - (i) repair the Equipment or provide suitable alternative Equipment when reasonably possible;
 - (ii) request the Equipment be returned to our possession to carry out repairs; or
 - (iii) suspend the payment of Hire Fees for the Equipment until repaired or replaced.
- (c) If the Equipment breaks down or becomes unsafe due to any act or omission of the customer or Operator, you will be liable for:
 - (i) all costs of repair or replacement of the Equipment; and
 - (ii) all Hire Fees for the duration of the Hire Period including while the Equipment is being repaired or replaced.

10.4 Lost, stolen or damaged Equipment

- (a) If the Equipment is lost, stolen or damaged, you must notify us in writing of the acts and circumstances giving rise to the loss, theft or damage of the Equipment within 5 Business Days of the event occurring, and you will remain liable for all Hire Fees up to and including the day that we are notified.
- (b) If the Equipment is lost, stolen or damaged due to any act or omission of the customer or Operator, you will be liable for:
 - (i) all costs of repair or replacement of the Equipment; and
 - (ii) all Hire Fees for the duration of the Hire Period including while the Equipment is being repaired or replaced.
- (c) Where you have paid the Loss and Damage Waiver, your liability under this clause will be limited to the amount payable in accordance with clause 11(d).

10.5 Remote Site Attendance

- (a) Where the Equipment is taken to a location that is more than 150km from the nearest Norquip Hire branch (Remote Site), an Additional Fee will apply to attend the Remote Location and conduct any services, maintenance or repairs on the Equipment, at the rate specified in our Quote.
- (b) An additional charge may also apply for each kilometre travelled to attend the Remote Site at the rate specified in our Quote.
- (c) Where we reasonably incur additional charges for freight, accommodation, airfares and other relevant charges to attend to a breakdown or repair of Equipment on a Remote Site, you acknowledge and agree that we will pass those additional charges onto you which will be payable by you upon invoice.

11. Loss and Damage Waiver

- (a) You may seek to limit your liability arising out of loss, theft and damage to the Equipment, by paying a Loss and Damage Waiver fee, covering loss, damage or destruction to the Equipment caused by, theft or burglary, accident or collision, fire, storm or flooding.
- (b) The Loss and Damage Waiver fee will be

calculated as 12% of the total Hire Fees and will be automatically added to your invoice.

- (c) A Loss and Damage Waiver will be charged to you for the Equipment Hire Period unless you provide us with a certificate evidencing an insurance policy over the Equipment in accordance with clause 12.
- (d) In the event of a claim under the Loss and Damage Waiver, you must:
- (i) notify us in accordance with clause 10;
 - (ii) where applicable, provide a written police report within 5 Business Days of the event and any other written or photographic evidence requested by us; and
 - (iii) pay to us 50% of the cost of the repair or replacement of each item of Equipment up to the value of \$5,000 per item
- (e) The Loss and Damage Waiver will not apply in circumstances where:
- (i) the cause was due to your or an Operator's negligence or breach of this Agreement;
 - (ii) the cause was due to a contravention of any Laws, codes, regulations or actions contrary to the instructions of the manufacturer regarding the operation of the Equipment;
 - (iii) the loss or theft was due to failing to secure the Equipment;
 - (iv) the cause was due to the misuse, abuse, overloading or incorrect loading of the Equipment or any of its components;
 - (v) damage was caused during transport of the Equipment except where transported by us;
 - (vi) damage was caused by exposure to corrosive or caustic substances;
 - (vii) damage was caused by use of the Equipment in a non-standard environment including use on or near water and seawater, beaches, wharves, bridges, vessels or barges;
 - (viii) your obligations in clause 6.1 were not complied with; or
 - (ix) the damage relates to tyres, glass, paintwork, cords, cables, steels, liquid fuel tanks, blades or any other tools or accessories.

12. Insurance

- (a) Where you elect not to pay the Loss and Damage Waiver, you must take out and maintain a policy of insurance that covers loss or damage to the Equipment during the Hire Period for not less than the full new replacement cost of the Equipment.
- (b) You must provide a certificate of currency of the relevant insurance, evidencing Us as an interested party upon our request.
- (c) You will be responsible for the payment of any excess and shortfall for repair or replacement costs following any insurance payout.

13. Warranties & indemnities

13.1 Indemnity

You indemnify us and keep us indemnified against:

- (a) any Loss we suffer as a result of or in connection with damage (other than fair wear and tear) or destruction to the Equipment whether by fire, theft, accident, seizure, confiscation or otherwise;
- (b) all other Loss, including any fines or penalties, incurred as a result of or in connection with the Equipment or your possession, use, maintenance, repair or storage of it; and
- (c) any Loss suffered by us arising as a consequence of your breach of this Agreement.

13.2 Warranties

You warrant and represent to us that:

- (a) if you are a body corporate:
 - (i) you are duly incorporated and validly existing under the Corporations Act 2001 (Cth);

- (ii) you have full power and authority to enter into, observe and perform the terms of this Agreement; and
 - (iii) you are not insolvent or under administration and are in a financial position to fulfil your obligations under this Agreement;
- (b) if you are an individual:
- (i) you have full power and capacity to enter into, observe and perform the terms of this Agreement; and
 - (ii) you are not bankrupt and are in a financial position to fulfil your obligations under this Agreement;
- (c) this Agreement constitutes legal, valid and binding obligations enforceable against you in accordance with its terms;
- (d) no event has occurred or is continuing to occur which gives rise or might, with the passing of time or giving of notice, or both, give rise to Termination under clause 15; and
- (e) no information that you have supplied to us in relation to this Agreement contains any material misstatement of fact or omits to state a material fact.

14. Liability

- (a) Neither party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with the Agreement, for Loss to the extent that the other party (or the other party's Personnel) contributed to the loss or damage.
- (b) To the extent permitted by Law, neither party will be liable to the other for any Consequential Loss suffered or incurred under or in connection with the Agreement even if appraised of the likelihood of such loss arising.
- (c) Unless otherwise required by Law, our liability for any breach of the Agreement in contract, tort (including negligence) or equity is limited at our option to:
- (i) the replacement or repair of Equipment supplied;
 - (ii) the supply of equivalent Equipment;
 - (iii) the amount paid by you to us pursuant to the Quote; or
 - (iv) the amount paid under an insurance policy held by us, less any excess.

15. Termination

15.1 Termination

- (a) Either party may terminate the Hire Agreement with 7 days' notice by serving a written notice on the other party if:
- (i) the other party breaches the Agreement and fails to remedy within 7 days of notification; or
 - (ii) the other party becomes insolvent or bankrupt, or executes a personal insolvency agreement, enters into liquidation, administration or receivership or ceases to carry on business.
- (b) We may terminate this Agreement and/or any Hire Period at any time by giving you at least 5 days' written notice.
- (c) We may terminate this Agreement and/or any Hire Period with immediate effect if necessary, to address a serious and imminent risk to health or safety.
- (d) For the avoidance of doubt, the termination of the Hire Period for a specific piece of Equipment does not affect the operation of this Agreement.

15.2 Effect of Termination

- (a) Immediately on the termination of this Agreement and/or the Hire Period, we may take all steps necessary (including legal action) to recover the Equipment, including entering any Site occupied by you. You expressly provide us with consent to enter your Site or premises to recover our Equipment.
- (b) If we are unable to repossess the Equipment

after reasonable attempts, we may charge you for the replacement cost of the Equipment, which you must pay to us on demand.

- (c) Termination of this Agreement for any reason, and retaking possession of the Equipment, does not affect our right to recover any monies due under this Agreement or damages for breach of this Agreement, including but not limited to any Loss incurred by us for:
- (i) repossessing, storing, insuring and registering the Equipment;
 - (ii) Hire Fees incurred until collection of the Equipment;
 - (iii) any Additional Fees incurred; and
 - (iv) repairs necessary to bring the Equipment to a saleable condition.

16. Security Registration

16.1 Registration over your property

- (a) You agree that immediately upon:
- (i) the creation of your Account; or
 - (ii) your failure to adhere to the payment terms in clause 8,
- all amounts owing to us under this Agreement are a secured debt, with the security being a security interest in all your present and after-acquired property (including any proceeds from the sale of such property).
- (b) You agree that we may attend to registration of any of our security interests on the PPSR without notice to you.

16.2 Registration over Equipment

- (a) You agree that we may register a security interest over you in respect of the Equipment on the securities register without notice to you.
- (b) You consent to us affecting and maintaining a registration on the PPSR (in any manner we consider appropriate) in relation to any Security Interest contemplated or constituted by this Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment.

16.3 Registration generally

You agree that:

- (a) you will not register any Security Interest or that of any third party in the Equipment without our prior written consent;
- (b) the Equipment provided under this Agreement is collateral for the purposes of the PPSA;
- (c) this Agreement is a security agreement as defined in the PPSA;
- (d) you will assist us to register a Financing Statement or Financing Change Statement on the PPSR as a Security Interest pursuant to the PPSA;
- (e) you will not change your name, ACN or ABN or other details required on the PPSR, without notifying us;
- (f) you waive your rights to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to this Agreement;
- (g) you must pay our costs of any discharge or necessary amendment of any Financing Statement or Financing Change Statement;
- (h) You agree to sign any documents and provide all assistance and information to us required to facilitate the registration and maintenance of any security interest; and
- (i) unless otherwise agreed in writing the parties agree not to disclose information of the kind referred to in Section 275(1) of the PPSA to any interested person, or any other person requested by an interested person and you waive any right you may have but for this clause under Section 275(7)(c) of the PPSA to authorise the disclosure of the above information.

16.4 Contracting Out

- (a) Section 115(1) of the PSSA allows for the contracting out of provisions of the PPSA and to the maximum extent permitted by Law, you agree that the following sections of the PPSA will not apply: Sections 95, 96, 118, 121, 125, 130, 132, 135, 142 and 143.
- (b) Section 115(7) of the PSSA allows for the contracting out of provisions of the PPSA and to the maximum extent permitted by Law, you waive any rights they may have pursuant to, and hereby contract out of the following sections of the PPSA: Sections 127, 129(2) and (3), 130(1), 132, 134(2), 135, 136(3), (4) and (5) and 137.

17. Assignment

- (a) Subject to sub-clause Error! Reference source not found., a party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.
- (b) The parties agree that if a party merges or amalgamates with another entity or otherwise sells or disposes of their business, the party may assign or novate this Agreement, to that other entity, provided that entity agrees to be bound by the obligations in this Agreement or to obligations equivalent in effect.

18. Notices

- (a) A notice must be:
- (i) in writing; and
- (ii) left at or posted by certified mail to the address or sent to the email address of the party to be notified, as varied by notice.
- (b) A notice is taken to have been given:
- (i) if posted, on the third day after posting; and
- (ii) if sent by email, on the next Business Day after it is sent unless the sender is aware that the transmission is impaired.
- (c) The addresses and emails of the parties are set out in the Quote.

19. General

- (a) This Agreement is binding on each party who executes it notwithstanding the failure of any other person named as a party to execute it.
- (b) This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitute an original of this Agreement. All counterparts together constitute the same agreement.
- (c) Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Agreement.
- (d) This Agreement may only be varied by a further written agreement signed by or on behalf of each of the parties.
- (e) This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (f) If there is any inconsistency between these Terms and the Quote, the Quote will prevail to the extent of that inconsistency.
- (g) Any provision of these Terms that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of these Terms which remain in force.
- (h) Time is of the essence in respect of each party's obligations under this Agreement
- (i) The non-exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by written notice signed by the party to be bound by the waiver.

- (j) This Agreement is governed by the law in force in Queensland and each party submits to the non-exclusive jurisdiction of the courts of Queensland in relation to any proceedings that may be brought at any time relating to this Agreement. Each party irrevocably waives any objection to proceedings being commenced in Queensland.

20. Interpretation

In this Agreement a reference to:

- (a) the singular (where the context permits) includes the plural and the plural includes the singular;
- (b) a person or entity includes an individual, a firm, a body corporate, a trust, estate, partnership; an unincorporated association, Government Authority, authority or undertaking;
- (c) a person includes that person's legal personal representatives, administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (d) the "personnel" of a party includes that party's employees, officers, directors, shareholders, agents and advisors;
- (e) the words "costs" and "expenses" includes reasonable charges, expenses and legal costs on a full indemnity basis;
- (f) the words "includes" and "including" and their derivatives are not words of limitation;
- (g) the meaning of any general language is not restricted by any accompanying example;
- (h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (i) headings are for convenience only;
- (j) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day;
- (k) a reference to a Law includes that Law as amended or re-enacted, a statute, regulation, code or provision enacted in replacement of that Law, another regulation or other statutory instrument made or issued under that Law and any amendment made to that Law as a consequence of another statute, regulation, code or provision;
- (l) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement;
- (m) no party enters into this Agreement as agent for any other person; and
- (n) if a party comprises two or more persons the obligations and agreements bind and must be performed by each of them jointly and severally and may be enforced against any one or any two or more of them.

21. Definitions

In this Agreement, the following terms have the following meanings:

Account means a credit account approved by us enabling you to Hire Equipment from us to be paid on credit terms.

Additional Fees means the fees payable by you, in addition to the Hire Fees, for any costs incurred by us according to clause 8.5 or any other clause of this Agreement.

Agreement means the agreement between you and us for the hire of Equipment which includes:

- (a) any Credit Application;
- (b) our Quote;
- (c) these terms and conditions; and
- (d) Guarantee and Indemnity.

Business Day means a day on which the banks are open for business in Queensland other than a Saturday, Sunday or public holiday in Brisbane.

Consequential Loss means indirect economic loss, loss of income or profit, loss or damages resulting from wasted management time, damage to goodwill or business reputation, loss

of contract, liability under other agreements or to third parties, loss of opportunity or any other special, indirect, remote or punitive loss or damage.

Credit Application means the application for an Account in the form provided by us.

Delivery Fees means the fees payable by you for delivery or collection of the Equipment.

Deposit means the amount to be paid prior to our provision of the Equipment as set out in the Quote or as specified by us.

Equipment means the goods you wish to hire as specified in the Quote including any devices, tools or ancillary items (but excluding consumable items) affixed to or supplied with the goods specified in the Quote.

Fees means the Hire Fees, Additional Fees and any other fees specified in the Quote or otherwise notified to you from time to time.

Fee Schedule means the document outlining our Fees as updated by us from time to time.

Financing Change Statement means Financing Change Statement as defined in the PPSA.

Financing Statement means Financing Statement as defined in the PPSA.

Guarantee and Indemnity means a guarantee for the performance of your obligations under this Agreement given by a director or authorised representative in the form provided by us.

Government Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Hire Period means the period we hire Equipment to you within the Term as specified in the Quote or as agreed from time to time.

Hire Fees means the Fees payable by you for hiring the Equipment as specified in the Quote.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Loss means any damage, loss, cost, charge, expense or liability, however arising (including contractual, tortious, legal, equitable loss or loss pursuant to statute) and includes all taxes and duties.

Loss and Damage Waiver means the fee payable by you in accordance with clause 11 to account for any loss or damage sustained to the Equipment.

Operator means any employee, contractor or third-party operator who is operating the Equipment on your behalf.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSR means the Personal Property Securities Register defined in the PPSA.

Quote means the documents setting out our offer of Equipment hire and supply of Services to you.

Site means the location you wish for Equipment to be delivered to as set out in the Quote or as otherwise notified by you and agreed to by us from time to time.

Security Interest means Security Interest within the meaning of the PPSA.

Services means the installation, Servicing, maintenance or refuelling services provided by us to you during the Term.

Term means the duration of this Agreement specified in the Quote, or such further period as agreed by the parties in writing.