

## TERMS & CONDITIONS OF HIRE

### 1. HIRE PERIOD

Hiring commences at the time shown on the face of form which is the time the equipment leaves the owner's store. The hiring shall terminate at such time as the equipment is returned to owner's store, either by the hirer or following collection by the owner's vehicle at the hirer's request. The hirer is responsible for security of equipment at all times until equipment is returned to Paramount Hire. Requests for collection must be made by telephone, when the hirer has finished with the equipment, and not by prior arrangement. Return cartages are to be paid by the hirer. ONE DAY IS 24 HOURS.

### 2. HIRING CHARGES

In the absence of special arrangements to the contrary, equipment is hired on a daily rate, Saturday, Sunday and public holidays included.

### 3. WARRANTIES

The hirer takes the equipment hired on the express condition that the owner gives no warranty undertaking or promise of any kind whatsoever as to the condition state of repair or fitness of the equipment hired, nor as to the suitability of the equipment hired for the work undertaken with it by the hirer, and hirer shall use the equipment hired entirely at his own risk. The hirer shall consequently have no claim of whatsoever nature or kind against the owner by reason of the condition or of the state of repair of the equipment hired or by reason of the same not being fit for any purpose or by reason of any injury suffered by him or other persons resulting from operation of the equipment hired whether correctly or incorrectly or otherwise howsoever arising and the hirer shall hold the owner safe harmless and the indemnified against all claims actions and proceedings on account of or touching or concerning any of the aforesaid matters and against all costs.

### 4. USE

The hirer shall use the equipment in a skilful and proper manner and shall at his own sole expense keep the same in clean condition and if any doubt as to how the same should be operated, shall refer to the owner for instructions. The hirer shall personally use the equipment hired and will not permit the same or any part thereof to be used by any other person without prior consent in writing of the owner.

### 5. LIABILITY

The hirer shall not sell, offer for sale, assign, mortgage, pledge, charge, or otherwise encumber or deal with or part with possession of the equipment hired or any part or parts thereof other than to the owner. If any damage beyond fair wear and tear without neglect of the hirer due to normal operation of the equipment hired shall be caused to the same, the hirer shall be responsible for the cost of repairing the same and will save harmless and keep the owner indemnified against all loss of or damage to the equipment hired. The amount of any such loss of or damage to or cost of repair of such equipment shall be deemed to be a debt due by the hirer to the owner and be recoverable accordingly. If the equipment shall be returned in dirty condition the owner may clean the same and charge the hirer the cost of so doing. The cost of any such cleaning done by the owner shall be a debt due and recoverable from the hirer.

### 6. FAULTS

Should the equipment hired be faulty or should the same develop a fault while in the possession of the hirer, the hirer shall immediately notify the owner by phone stating the nature of the fault and shall in no circumstances carry out any repairs thereto himself or allow any such repairs to be carried out by any person other than the owner or the nominee of the owner. If the equipment hired shall develop a fault while in possession of the hirer for which the hirer is not responsible under these conditions, the hire charges shall be suspended by the owner until such equipment has been repaired by him or his nominee.

### 7. MAINTENANCE

While the equipment hired is in the possession of the hirer, the hirer will faithfully perform and carry out all instructions or the owner or its nominee as to the manner in which the same shall be operated and as to maintenance thereof, in particular, as to the fuelling and oiling of the same. It is the hirers responsibility to notify the owner if any licences, registrations etc may expire during the period of the hire.

### 8. LOCATION

The hirer shall keep the owner informed as to the whereabouts of the equipment hired.

### 9. PAYMENT

Before delivery of the equipment to him, the hirer shall pay such deposit in addition to the hire charge as the owner shall nominate and upon return by the hirer of the equipment hired to him the owner shall return such deposit so paid less the cost of any repairs to the equipment hired and/or any other moneys due to the owner for which the hirer shall be responsible under these conditions.

### 10. INSPECTION

The owner or its servants, agent or agents shall be entitled at all reasonable times to inspect the equipment hired and/or operate the same for the purpose of testing the same and the hirer hereby gives irrecoverable leave and license to the owner or its servant or servants, agent or agents to take possession of and remove such equipment and for such purpose to enter upon the premises of the hirer and as the hirer's agent and as his act to enter upon any other premises whereon the equipment or any part thereof may be for any of the aforesaid purposes.

### 11. PURCHASE ORDERS

The use of hirer's purchase order numbers on this contract is for the hirer's convenience and identification only. This contract constitutes the sole agreement between hirer and owner and supersedes any purchase order provisions whether sent to or received subsequent to this contract. Absence of purchase order number shall not constitute grounds for non-payment of the hire charges when hirer has enjoyed or had the right to enjoy the use of the hired items.

### 12. INDEMNITY

- A. The hirer shall indemnify and keep indemnified and save harmless, the owner and the owner's servants and agents from all damages, suits, action, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the goods or otherwise or whether resulting from the negligence of the owner, its servants, agents or otherwise.
- B. The owner shall not be liable to the hirer or the hirer's agents for any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions expressed or implied (except insofar as statutory conditions and warranties cannot be excluded under part V Division 2A of the Trade Practices Act (1974) or relevant State Legislation), use, maintenance, transport, operation of goods or otherwise and whether resulting from the negligence of the owner, its agents or otherwise.
- C. Clauses A & B hereof to the extent they are inconsistent with other clauses, terms and conditions of this agreement are to override such clauses and be of paramount forces.

### 13. INSURANCE

Insurance of all hired equipment is the responsibility of the hirer.

14. All obligations imposed on the hirer by these conditions shall if there be more than one hirer, be joint and several.

15. Each of the foregoing conditions shall be without prejudice to each other.

### 16. TRAILER HIRE: ADDITIONAL TERMS

Hirer accepts full responsibility for any personal property transported on said equipment and agrees to save owner harmless from any claim for loss or damage to such property, and further; acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to the hirer's vehicle on leaving owner's place of business, that the hirer will periodically inspect said equipment and coupling mechanism and chain and maintain them in a safe and secure condition while in use. Hirer further agrees that he/she will not sublet said equipment or assign this lease and will not use or permit use of this equipment with any other vehicle. All of the other provisions thereof shall also apply.

17. The Environmental Management at any site on which the Company's equipment is used is the responsibility of the customer. In this regard the Company disclaims responsibility for any infringements which occur related to breaches of Acts, Rules and Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewerage, dangerous goods, waste disposal etc.

### 18. DAMAGE WAIVER

A Damage Waiver applies to all hire equipment unless the customer signs an Exemption form. Damage Waiver Conditions and Exemptions forms available on request.

