

## TERMS & CONDITIONS OF HIRE

1. In these conditions and order 'Owner' means EquippedAssist Pty Ltd trading as Davies Cranes Whitsunday and 'Client' means any person, company, corporation or government instrumentally (including the personal representative and permitted assigns and any person or corporation entitled or required by law to administer the Client's affairs) who shall hire any plant and machinery from the owner. 'Goods' means all wares, merchandise, equipment, articles or every description and includes packages, crates, cases and contents thereof of whatsoever kind owned by the Client. 'Plant and Machinery' means all cranes and associated gear owned by the Owner.
2. The Owner shall have full liberty to arrange with any other person or company to undertake the Owner's obligations under this order and such person or company and his or its servants and agents shall be entitled to the benefit of these conditions to the extent as the Owner.
3. The owner is entitled to an extension of time due to delay caused by a Force Majeurs event which term shall mean and a circumstance outside the Owner's control and shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by the Client due to any accident, breakdown or defect in the Plant and Machinery.
4. To the extent of negligence or defects or inherent vice in the Goods the Client shall be solely responsible and shall bear without any claim or entitlement to contribution or indemnity from the Owner all or any liability with respect to any action, claim, suit, demand, cost ad expense whatsoever and whether in relation to injury or damage to person or property as a result of consequence of the Owner carrying out this Contract.
5. Unless otherwise agreed in writing to the contrary the Client will pay the hiring charges at the rate referred to in the Owner's price list current at the time at which the hiring commences, calculated from the time the Plant and Machinery leaves the Owner's depot until the Plant and Machinery is returned to the Depot. Minimum of one (1) hour hire is chargeable.
6. Charges are payable by credit card on delivery (unless pre-approved terms are agreed upon). Interest at the rate of 4% higher than the rate fixed from time to time under the Penalty Interest Rates Act is payable by the client on any amounts not paid within such a period. Rates are exclusive of GST, government charges and will be charged to the client on invoice.
7. Where erection and / or inspection of the Goods is undertaken by the Client, it shall be the Client's responsibility to obtain the necessary approvals, permits and consents of all government, local and other authorities. The Client shall be responsible to ensure that the goods are used strictly in accordance with all applicable regulations and as required by the inspectors of such authorities.
8. Where erection and / or installation of the Plant and Machinery is undertaken by the Owner, it shall be the Owner's responsibility to obtain the consent of the appropriate authorities. It shall be the Client's responsibility to ensure that the Plant and Machinery used are strictly in accordance with all applicable regulations and as required by any inspectors of such authorities. In the event

an authority imposes additional conditions subsequent to an initial approval, satisfaction of the conditions shall be at the Client's expense.

9. Where a driver or operator is supplied by the Owner to work the Goods, he shall be under the direction and control of the Client. The driver or operator is allowed to refuse to work the Goods if there is a concern for operating safely and the Client shall not allow any other person to operate the Plant and Machinery without the Owner's previous consent to be confirmed in writing.

10. The Owner is not a common carrier and does not accept the obligations or liability of common carriers. The Owner may refuse the handling, lifting and/or carriage of goods for any person or any class of goods at its discretion and without being bound to give any reason for such a refusal.

11. The Owner shall not be liable for any loss or damage of any kind whatsoever caused to the Client or the property and/or goods of the Client whether such loss or damage was caused by an act, default or negligence on the part of the Owner or otherwise. All Goods are handled, lifted and/or carried entirely at the Client's risk.

12. The Client shall declare the weight of the Goods and the Owner will rely on such declared weight when arranging for handling. The Client shall be responsible for all extra cost and risk incurred by the Owner and for any and all damages sustained by reliance of the declared weight. The Clients shall disclose to the Owner the nature of the Goods to be handled / lifted and / or carried.

13. Responsibility for insurance of the Goods rests with the Client and the Owner shall be entitled to any insurance in the Goods in the same manner as the Client. The Owner shall effect insurance on the Plant and Machinery and provide a principles indemnity and waiver of subrogation in favour of the Client.

14. Goods of a noxious, flammable, hazardous, dangerous or explosive nature shall not be tendered to the Owner without prior full disclosure to the nature of the goods and may be handled, lifted and /or carried only by special agreement. If any such goods are tendered the Client shall be liable for any loss or damage occasioned either directly or indirectly to the Owner.

15. When Plant and Machinery is delayed by any cause beyond the control of the Owner or where the delay is caused by the Owner obeying instructions given by the Client or his representative the cost of such delay at current hire rates shall be to the Client's account. Where the Plant and Machinery becomes bogged whilst obeying instructions of the Client, the cost of recovering the Plant and Machinery from the bog shall also be to the Client's account.

16. Plant and Machinery hired have been inspected by the Client and are accepted in good working order and condition.

17. The Client shall not make any alterations or addition to the Plant and Machinery or any part thereof and shall be solely responsible for and bear without any claim or entitlement to contribution or indemnity from the Owner all or any liability with respect to any action claim, suit, demand loss damage costs and expenses whatsoever which, or which but for this condition may arise out of injury or accident to person and / any or property whatsoever caused by or resulting

from the said equipment and / or any usage to which it may be put by the Client or its servants or agents or any other person whether authorised by the client or not.

18. The Owner reserves the right to terminate the hire at any time by notice in writing to the Client and it shall be lawful for the Owner to re-take possession of the Plant and Machinery and for that purpose, to enter into or upon any premises where the Plant and Machinery may be. Termination of hiring under this clause shall not affect the right of the Owner to recover from the Client any money payable hereunder, or damages for breach of these conditions.

19. Hours of Operation - Normal working hours are 7.00am - 4.00pm Monday to Friday. After hours rates apply for hours worked outside these hours. After hours rates apply to Saturday & Sunday work. Minimum of 4 hour call out applies to work outside normal working hours and weekends.

20. Public Holidays – After hours rates apply. Minimum of 4 hours call out applies.

21. Upon placing an order (via verbal or written notice) you are to provide a purchase order stating the date, time, labour and plant required.

22. Non-account customers may be required to pay a deposit for an amount nominated by Davies Cranes Whitsunday at the time of ordering to secure availability of goods and services.

23. Equal Opportunity - The Contractor is an equal employment opportunity employer and will not tolerate sexual harassment or discrimination in the workplace. When an Operator attends the premises of a Client, or at any other place, the Client must ensure that it or its agents, comply with all equal opportunity and anti-discrimination laws.