

## Gleason Cranes Sales And Rentals Group Pty Ltd - Terms and Conditions of Hire

1. Gleason Cranes Sales And Rentals Group Pty Ltd agrees to Hire the equipment to the Client at the hire rate from the commencing date for the Period and the location as set out in the schedule ("The Schedule") and on the Terms and Conditions of Hire ("this Equipment Hire Agreement").
2. This Equipment Hire Agreement is the whole agreement between the parties unless expressly varied in writing by a Director of Gleason Cranes Sales And Rentals Group Pty Ltd.
3. GCSRG means: Gleason Cranes Sales And Rentals Group Pty Ltd ABN 19 651 590 608 and any subsidiary company or business successor or assignee and, where applicable, its subcontractors, employees, servants and agents.
4. "Client" means the person or the company named on the face hereof as the client and includes the person signing any order or this Equipment Hire Agreement on behalf of such person or company. "Equipment" means the crane or other item of plant and equipment together with the means to transport it and any accessories or other items supplied by GCSRG to the client. "Goods" means anything handled, lifted or carried under the Equipment Hire Agreement.
5. Quoted Hire Rates are based on the following periods of hire and hours usage with a Minimum Hire Period of 4 Week
  - a. a week of 40 hours of use consisting of 5 consecutive Days;
  - b. a month of 220 hours of use consisting of 4 consecutive Weeks.Additional usage above the hours stated will attract increased Hire Rates on a pro rata basis.
6. GCSRG may subcontract the hire of the equipment and if it does so these terms and conditions apply equally to the benefit of such subcontractors.
7. GCSRG will endeavour to have the Equipment available at the Commencement Date and for the Period. The Client agrees that GCSRG will not be liable for any loss or damage (nor shall this Equipment Hire Agreement be affected by) any delay or failure in delivery or failure of the Equipment during the Period of Hire.
8. The Client is required to provide a person holding a dogging or rigging certificate issued by an appropriate state authority at the point of each lift.
9. The Equipment shall be used by the Client only at the location.
10. All hire Rates exclude GST, government duties and charges which will be charged to the client on invoicing.
11. GCSRG may, notwithstanding any Hire Rate quoted overleaf, alter the Hire Rate for this Equipment Hire Agreement on giving 48 hours written notice to the Client of such altered Hire rates.
12. In addition to the quoted Hire rates the Client shall pay any special site, meal and/or living away allowance relevant to the Location and any special Equipment and/or lifting gear in the schedule.
13. All amounts payable under this Equipment Hire Agreement are payable in full 30 days from the date of invoice. 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 amount not paid within such period.
14. GCSRG may terminate this Equipment Hire Agreement, without prejudice to any rights arising prior to such termination, as follows:
  - a. at any time during the Period of Hire without cause by giving two days written notice of termination to the Client.
  - b. at any time immediately and without notice if the Client breaches this Equipment Hire Agreement or in the opinion of GCSRG endangers the Equipment or if the Client in the opinion of GCSRG is or may be insolvent (which shall be deemed to have occurred if any application is made to wind up the Client or any step preparatory thereto is taken) a controller is appointed to any of the Client's assets, an Administrator is appointed or the Client otherwise is externally managed or controlled or ceases to carry on business. Upon such termination the Client appoints GCSRG as its agent to enter into any premises where Equipment is located and to collect such Equipment at the Client's cost and expense, the Hire Rate shall continue to apply until the actual recovery of the Equipment by GCSRG and its return to GCSRG Premises.
15. The Client agrees that GCSRG is not liable to the Client for any loss or damage suffered by the Client or by any other party directly or indirectly out of the Equipment Hire Agreement whether arising from result of the negligence of GCSRG, its employees, servants, and agents or otherwise and all warranties and conditions implied by law or statute are to the maximum extent permitted by law are excluded from this Equipment Hire Agreement. To the extent that such warranties and conditions are unable to be excluded or negated then the liability of Gleason Cranes Sales And Rentals Pty Ltd there under is absolutely limited to either the re-supply of the hire of the Equipment or the amount due to Gleason Cranes Sales And Rentals Pty Ltd under this Equipment Hire Agreement for that part of the Period of Hire to which the loss or damage relates at the option of Gleason Cranes Sales And Rentals Pty Ltd.
16. No waiver, granting of time or other indulgence shall affect the rights of GCSRG under this Equipment Hire Agreement notwithstanding any rule of law or equity to the contrary.
17. This Equipment Hire Agreement is governed by the Laws of Victoria and it is agreed that, notwithstanding the place of execution, it is deemed to have been entered into in Victoria and the Client agrees to institute any proceedings in the State of Victoria.
18. All Equipment Dry Hired shall be subject to a survey prior to the start of each Period of Hire ("On Site Survey"), a copy of which shall be provided to the Client whose representative shall certify its accuracy. At the end of the Period of Hire the equipment will be subject to a survey ("Off-Hire Survey") which shall be certified by the Client as accurate. Notwithstanding clause 6 above the Period of Hire is deemed to continue until the Off-Hire Survey is certified by the Client. Such surveys shall be determinative of the condition of the Equipment at the relevant times.
19. The Client Shall:
  - a. Supply an appropriately experienced, qualified and certified operator for the Equipment at their own expense;
  - b. Use the Equipment in a skilful and proper manner and only for the purpose and within the capacity for which it is designed;
  - c. Comply with all statutory and other regulations in relation to the use of the Equipment;
  - d. At its own expense maintain the Equipment in good and substantial repair and condition in accordance with the On-Hire Survey, fair wear and tear per manufacturer manuals;
  - e. Promptly enter all usage, maintenance and other necessary matters in the log book supplied with the Equipment;

- f. Ensure the equipment is used, serviced and repaired according to manufacturer's manuals and is fit for the purpose the equipment was designed to complete within relevant laws and regulations of Australia;
  - g. Immediately advise GCSRG orally and in writing of any failure in or damage to the Equipment, however arising and within 48 hours provide the written advice;
  - h. Maintain possession and control of the Equipment throughout the Period of Hire, subject to the rights of GCSRG.
20. The client shall be responsible for indemnifying GCSRG against any loss or damage to the Equipment through any cause whatsoever during the Period of Hire and in addition any consequential losses arising directly or indirectly there from such as any hire charges foregone whilst the equipment is unavailable for hire undergoing repairs or otherwise whenever this occurs.
  21. No warranty or representation is given by GCSRG as to the performance, state, fitness for purpose or capacity of the machinery or to its ability to perform any work for which it has been hired. Any statutory warranty or representation (expressed or implied) as to machinery as to the ability, fitness or capacity of the machinery to perform the work for which it has been hired is expressly excluded.
  22. GCSRG, or any of its officers, servants, or agents, shall not be liable to the Hirer in respect of claims, demands or liabilities of whatsoever nature and howsoever arising incurred directly or indirectly as a result of the use by the Hirer of the machinery the Hirer releases Gleason Cranes Sales And Rentals Pty Ltd from and agrees to indemnify and does indemnify GCSRG from all such claims.
  23. The period of hire will commence on earlier of:
    - a. the date (if any) shown on this agreement; and
    - b. the date the machinery is loaded for transport at its current location.
  24. The period of hire will conclude on the later of:
    - a. the date (if any) shown on this agreement; and
    - b. The date the machinery is returned in the same condition as existed when hired, fair wear and tear excluded to or at the direction of GCSRG.
  25. No off-hire periods are permitted without the prior written approval of GCSRG.
  26. The machinery shall not be transported outside of Australia without the prior written consent of GCSRG.
  27. Unless otherwise stated in this agreement, the Hirer shall ensure that the machinery received all maintenance and standard services (standard services occur after 250 hours, 500 hours, 750 hours and 1000 hours) and will pay for all punctures, tyre repairs and minor repairs. All maintenance will be conducted in accordance with the manufacturer's recommendations. Should major repair be required, the Hirer must inform GCSRG which will advise the manner in which the repair is to be undertaken.
  28. The Hirer shall during the period of hire pay GCSRG at its address for the time being without previous demand by way of rental for the hire of the machinery the sum or sums specified in this agreement at the times and places specified for payment. If the Hirer defaults in punctual payment of any payment to be made by him, becomes bankrupt, enters into any composition or agreement with his creditors or, if a company enters into compulsory or voluntary liquidation other than for the purpose of amalgamation or reconstruction, or shall otherwise fail to observe and perform the terms and conditions of this agreement, then GCSRG may at any time terminate this agreement by notice in writing given to the Hirer and there upon may take possession of the machinery. For the purpose, the Hirer authorises GCSRG to enter into or upon any premises where the machinery may be located (or any premises under the control of the Hirer or as agent of the Hirer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever. The termination of this agreement pursuant to this clause shall not prejudice the right of GCSRG to recover from the Hirer any amount due to GCSRG under this agreement of damages for breach of this agreement. If Gleason Cranes Sales And Rentals Pty Ltd terminate this agreement pursuant to this clause, the Hirer shall pay to GCSRG within seven days from the date of termination the amount which would have been payable by the Hirer to GCSRG pursuant to this agreement (if the agreement had not been terminated) less any sum already received by GCSRG.
  29. At the conclusion of the hire period, the Hirer will thoroughly clean the machinery and, in default of its obligations pursuant to this clause, acknowledge and agree that GCSRG will clean the machinery at a cost of \$85 dollars per hour plus GST payable by the Hirer.
  30. Unless otherwise stated in this agreement, during the period of hire, the Hirer will Comprehensively insure and keep insured for an amount to be advised by GCSRG for the following risks:
    - a. damage to the machinery;
    - b. third party property damage;
    - c. Public liability insurance in the amount of not less than \$20 million dollars.
  31. So far as the obligations of the Hirer are concerned, time shall be the essence of the agreement.
  32. Notwithstanding any other clauses, if the Hirer elects to take the benefit of the Theft and Damage Waiver Option, GCSRG agrees to waive its right under these conditions to claim from the Hirer any sum of money in excess of a specified proportion of the market value of the machinery as nominated by GCSRG (if not otherwise specified, the sum of debt) arising from loss, destruction of or damage to the machinery which is caused by fire, storm, earthquake, collision, accident, theft or burglary PROVIDED that in case of theft or burglary the Hirer has supplied to GCSRG satisfactory evidence that the Hirer has properly reported the theft or burglary to the police. This waiver shall not apply to loss or damage to the machinery in the following circumstances:
    - a. loss or damage from overloading, exceeding rated capacity, misuse, abuse or improper servicing of the machinery;
    - b. loss or damage due to mysterious disappearance of the machinery;
    - c. loss or damage caused by misappropriation or wrongful conversion of the machinery by the Hirer;
    - d. loss or damage caused by the use or operation of the machine in contravention of any conditions of this agreement;
    - e. damage to tyres;
    - f. glass breakage,
    - g. loss or damage occurring whilst the machine is being carried over water;
    - h. loss or damage caused by exposure to any corrosive substance (eg caustic substances, cyanide, salt water, acid, or other hazardous or toxic materials).
  33. The Hirer acknowledges that GCSRG has not represented itself to the Hirer as a person carrying on the business of insurance.
  34. All fuel costs and oil costs (including that required for services pursuant to this agreement) will be paid by the Hirer.
  35. GCSRG will, at cost to the Hirer, obtain all necessary permits, consents, or approvals to enable the machinery to travel by road.
  36. Subject to clause 6, the equipment remains the sole property of GCSRG.
  37. The client agrees that GCSRG has an interest in the equipment capable of registration pursuant to the PPSA and Gleason Cranes Sales And Rentals Pty Ltd will register such interest.
  38. The Client provides GCSRG the right to enter the location for the purpose of inspecting and removing our Equipment and associated documents (such as log books, service records etc.).
  39. The Client 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 GCSRG), or part with possession of the equipment, without GCSRG consent.
  40. The Client must promptly do anything GCSRG requires to ensure that its security interest is perfected in the manner required by GCSRG, and has the priority that GCSRG requires.
  41. The Client must give GCSRG:
    - (a) promptly on request all information required to ensure that any registration of any security interest provided for by this agreement is, and remains, fully effective or perfected (or both) in the manner required by GCSRG, and that each security interest has the priority required by GCSRG;

(b) at least 30 business days' prior notice of any change to its name, together with details of the proposed new name; and  
(c) at least 30 business days' notice before anything happens in respect of the Client or the Equipment that would cause any information in a financing statement in relation to any security interest provided for by this agreement to be different if it were re-registered.

42. To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by GCSRG of any security interest in the Equipment, the Client and GCSRG agree that the following provisions of the PPSA do not apply, to the extent the PPSA allows them to be excluded:

(a) (enforcement methods) sections 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase) and 134(2) (Proposal of secured part to retain collateral); and (b) (rights to remedy) sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).

Signed on and behalf of GCSRG ..... Print Name..... Dated.....

Signed on and behalf of the Hirer/Client..... Print Name..... Dated.....