

NOTWITHSTANDING anything contained in or set out on the face, hereof the hiring referred to on the face hereof shall be subject to the following terms and conditions:

1. In these conditions: "Company" means Stauff Corporation Pty Ltd ACN 001 338 487 and includes any subcontractors, servants and/or agents of the company.

"Hirer" means and includes the person shown on the face here as being the Hirer of the Equipment and includes such person, contractors, servants, agents and/or other persons claiming through users in trust for such persons.

"Equipment" means all goods, wares, merchandise, plant, machinery, tools, articles of every kind and description and includes packages, crates, cases, and contents thereof of whatsoever kind.

2. The Hirer will pay the hiring charge at the rate referred to in the company's current price list, calculated from the time the Equipment leaves the Company's premises until the Equipment is returned to the Company's premises.

3. The charges and any other moneys payable hereunder shall be paid by the Hirer to the Company in Full. All payments are strictly net thirty (30) days from date of invoice.

4. In addition the Hirer shall pay to the Company:

- a. The new list price of any Equipment, which for any reason whatsoever, is not returned to the Company.
b. All costs of repair of any damage to the Equipment.
c. Goods and Services Tax and any other tax payable in respect of this Agreement as a result of the hiring of the Equipment.
d. All costs incurred by the Company in delivering and recovering possession of the equipment.
e. The cost of fuels filters and other consumables provided by the Company and not returned by the Hirer.
f. All expenses and legal costs incurred by the Company in enforcing this Agreement.
g. Interest will be charged on all late payments at 1.5% per month.

5. The time within which the Hirer is to pay the hiring charges shall be of the essence of this agreement.

6. During the term of the hiring the Company shall:

- a. Pay Goods and Services Tax and any other tax payable in respect of this Agreement as a result of the hiring of the Equipment.
b. Allow the Hirer to take and use the Equipment referred to on the face hereof together with all fittings, accessories, tools and equipment which the Company in its absolute discretion thinks necessary for the use and operation of the Equipment (all of which are referred to as the "Equipment").
c. Provide the Equipment to the customer in good working order.
d. Resupply or repair the Equipment if it fails to operate properly.

7. The Company shall not be responsible for any delays inconvenience or loss of any kind whatsoever incurred by the Hirer due to any accident to, breakdown of or defect in the Equipment of any part thereof or from any other cause whatsoever.

8. The Company shall not be liable for any loss or damage of any kind whatsoever caused to the Hirer or to the property and/or goods of the Hirer whether such damage was caused by any acts defaults or negligence on the part of the Company or otherwise.

9. The Company shall have full liberty to arrange with any other person, persons or corporation to undertake the Company's obligations under this agreement for such and on

such conditions as the Company thinks fit and any such other persons or corporation shall as against the Hirer be entitled to the benefit of these conditions the same extent as the Company.

10. During the term of hiring the Hirer must:

- a. Satisfy itself at the commencement of the hire that the Equipment is suitable for the purpose for which the Equipment is intended to be used.
b. Operate the Equipment as required by law and in safe manner and in accordance with any manufacturer's instructions whether supplied by the Company or posted on the Equipment.
c. Take out proper insurance to cover all risks as a result of the use of the Equipment and the Hirer indemnifies the Company for all injury and/ or damage caused to persons and/or property in relation to the Equipment and its operation.
d. Properly instruct any persons proposing to operate or use the Equipment so that any use is safe and where appropriate ensure any persons hold the appropriate license or certificate of competency.
e. Within one (1) business day of any accident involving the Equipment no matter how it occurs provide a full report to the Company.
f. Return the Equipment to the Company when it is due back.
g. Return the Equipment to the Company clean and in good repair.

11. The Hirer must not:

- a. Part with possession of the Equipment.
b. Damage, repair or tamper with Equipment.
c. Rely on any representation relating to the Equipment or its operation other than those that are set out in these conditions of hire.

12. The Company shall not be responsible for any loss, damage or injury which is sustained by the Hirer or any other person in connection with the use of the Equipment and the Hirer indemnifies and will keep indemnified the Company from and against all actions, demands, claims, suits, and damages or losses sustained by the Company directly or indirectly from the use of the Equipment.

13. If the Hirer is in default of any of its obligations under this agreement or becomes bankrupt, insolvent or ceases to carry on business then the Company, at its option, can:

- a. Terminate this agreement; and/or.
b. Enter the Hirer's premises or the premises where the Equipment is located without any liability or trespass or any resulting damage and re-take possession of the Equipment and/or
c. Take action to recover any unpaid money owing by the Hirer.

14. All express and implied warranties as to the Equipment are expressly excluded and the Company's liability is limited to the replacement of the Equipment or repair of the Equipment.

15. The company provides this equipment inspected and tested for one (1) month's service in accordance with AS3760. Subsequent inspections and testing must be conducted at monthly intervals at the Hirer's expense.

Signed

Name

Date