VIKING RENTALS GENERAL HIRE TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires, the following words have the following meanings:

Company means Noortquip Rentals Pty Ltd ACN 116 133 914 trading as Viking Rentals.

Customer means any person or entity that places an Order with the Company.

Damage Waiver means a fee for loss, theft or damage to the Hire Goods, of the amount described in clause 7.2(a).

Event of Default means:

(a) a failure by the Customer to pay any part of the Hire Charges by the stipulated deadline for payment;

(b) any breach by the Customer of any term of this document which, if capable of remedy, is not remedied by the Customer within 5 business days of receiving a notice from the Company advising of the breach and requesting its remedy;

(c) the Customer becoming an 'externally administered body corporate' as defined by the Corporations Act 2001 (Cth);

(d) any step being taken for the winding up or dissolution of the Customer, including the appointment of an administrator;

(e) the Customer being insolvent within the meaning of the Corporations Act 2001 (Cth);

(f) the Customer committing an 'act of bankruptcy' as defined by the Bankruptcy Act 1966 (Cth);

(g) a receiver or a receiver and manager being appointed to the Customer whether by a court or otherwise; and

(h) anything analogous or having substantially similar effect to any of the events specified in paragraphs (a) to (g) above (inclusive) happens under the law of any applicable jurisdiction.

Force Majeure means any event or circumstances beyond the Company's reasonable control, including without limitation, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, transport embargos or failure or delay in transportation, or any act of war or terrorism.

Hire End Date means the date on which the Hire Period ends, as listed in the Order Form (subject to clause 2(f)).

Hire Goods means the Hire Goods to be provided by the Company to the Customer on a hire basis, as described in an Order.

Hire Period means the period commencing on the Hire Start Date and ending on the Hire End Date, during which the Company will make the Hire Goods available to the Customer.

Hire Start Date means the date on which the Hire Period commences, as listed in the Order Form.

Insurance means insurance with a reputable insurer that covers theft, loss or damage to the Hire Goods during the Hire Period for not less than the full new replacement cost of the Hire Equipment.

Location means the address for delivery of Hire Goods or provision of Services specified by the Customer in an Order Form, and if no such address is specified, means the address for the Customer listed in the Order Form.

Order Form means the document setting out an Order, the form of which is determined by the Company from time to time but includes a digital form, email or an order taken over the phone.

Order means an order for the supply of Hire Goods and Services (if applicable) that is placed by the Customer with the Company in accordance with clause 2.

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

Hire Charges means the charges for Hire Goods listed in the Order Form, calculated in accordance with the Company's standard price list for the hire of equipment, as revised from time to time.

Services means the services to be provided by the Company to the Customer that are described in an Order, if any.

Service Fee means the fees for any Services to be supplied by the Company to the Customer, as listed in the Order, calculated in accordance with the Company's standard price list for the provision of services, as revised from time to time.

Fees and Charges means the Service Fee, if any, together with the Hire Charges.

1.2 Interpretation

In this document, unless the contrary intention appears:

(a) a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;

(b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(c) a reference to any document is a reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;

(d) a reference to a party to this document includes that party's executors, administrators, successors and permitted assigns;

(e) a reference to "$" or "Dollars" is a reference to Australian currency; and

(f) the word "including" is not to be treated as a word of limitation;

(g) a reference to time is a reference to the time in Brisbane, Queensland;

(h) a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally; and

(i) a reference to an Act includes regulations and other instruments made under it, and consolidations, amendments, re enactments or replacements of any of them.

(j) Order Form

Any Order Form submitted by the Customer and accepted by the Company is incorporated into, and forms part of, this document.

2 ORDERS AND AGREEMENT TO HIRE

(a) The Company agrees to hire the Hire Goods to the Customer for the duration of the Hire Period on the terms and conditions set out in this document.

(b) The Customer will nominate the Hire Period, Hire Goods and Services (if any) which it requires in the Order Form. The Hire Charges and Service Fee (if any) payable will be stated either in the Order Form, in the Company's then current price list or as agreed between the Customer and the Company (either as part of a pre-agreed negotiation or at the commencement of the Hire Period).

(c) By submitting an Order to the Company, the Customer is making an offer to the Company to hire the Hire Goods, and receive the Services (if any) on the terms and conditions set out in this document, and acknowledges and agrees that if its Order is accepted by the Company, this document will apply in its dealings with the Company, to the exclusion of all other terms and conditions.

(d) The Company hires the Hire Goods, and supplies the Services, to the Customer at its discretion. The Company can on reasonable grounds (including but not limited to failure to provide adequate identification, or perceived risks to safety of any person or property, including the Hire Goods) refuse to accept an Order submitted by the Customer. The Company will notify the Customer if it does not accept an Order, and the reasons for the refusal.

(e) Once an Order is accepted by the Company, the Customer will be entitled to use the Hire Goods for the duration of the Hire Period, subject to the terms and conditions of this document.

(f) Any variations to the Hire Period, including but not limited to any extension to the Hire End Date, must be agreed by the Company in writing to be effective.

3 DELIVERY AND COLLECTION OF HIRE GOODS

(a) The Company will deliver the Hire Goods to the Location nominated by the Customer and agreed by the Company. The costs of delivery will be paid by the Customer. The Company will use its reasonable endeavors to deliver the Hire Goods on the date nominated by the Customer but the Customer agrees that the actual delivery date may be earlier or later than the requested date.

(b) The Customer must ensure that the Company has sufficient access to the Location to enable it to deliver and collect the Hire Goods.

(c) The Company will use its reasonable endeavors to collect the Hire Goods from the Location on the Hire End Date but the Customer agrees that the actual collection date may be earlier or later than the requested date.

(d) The Company will use its reasonable endeavors to keep the Customer promptly informed of any circumstances which may result in a delay in making delivery or collection of the Hire Goods at the nominated time and on the nominated date.

(e) The Customer will reimburse the Company for any loss, costs or expenses incurred by the Company as a result of the Customer's actions or inactions that result in any delay or suspension in the delivery or collection of the Hire Goods to or from the Location.

(f) Delivery and collection dates and times are estimates only. The Company will not be responsible for any failure or delays in delivery. The Company will not be liable to the Customer for any direct, indirect, special or consequential losses, damages, liabilities, costs or expenses incurred by the Customer as a result of any failure by the Company to deliver the Hire Goods by any estimated or confirmed delivery date, unless such failure is a result of the Company's negligence. To the extent permitted by law, the Company will not be responsible for any loss sustained by, or damage to, any property or person occasioned as a result of the Company's delivery or collection of the Hire Goods to or from the Location, unless a court of competent jurisdiction establishes that such loss or damage is a result of the Company's negligence.

4 TITLE, RISK AND INSPECTION

4.1 Title

(a) Title in the Hire Goods the subject of any Contract will at all times remain with the Company (despite delivery to the Customer) and will not pass to the Customer in any circumstances. In no circumstances will the Hire Goods be deemed to be a fixture.

(b) The Customer holds any Hire Goods delivered as bailee, and must store the Hire Goods in such a way that they are clearly recognisable as the property of the Company. The Customer must not, without the prior written consent of the Customer, offer for sale, sell, transfer, assign, sublet, encumber, mortgage, charge, pledge or otherwise deal with the Hire Goods in any way.

4.2 Risk

(a) Risk in, and responsibility for, the Hire Goods, passes to the Customer when the Hire Goods are delivered to the Location.

(b) Risk in, and responsibility for, the Hire Goods reverts back to the Company when the Company collects the Hire Goods from the Location.

4.3 Inspection

(a) The Customer must inspect all Hire Goods at the time of delivery by the Company to the Location or as soon as practicable thereafter.

(b) The Customer must give written notice to the Company of any missing items, defect or other issue with the Hire Goods within 24 hours of delivery to the Delivery Location.

(c) If no notice is given under clause 4.2(b), the Hire Goods as described in the Order Form will be deemed to have been received by the Customer, in good working order and condition and free of defects and damage (fair wear and tear excepted).

(d) At the time of collection, or within 48 hours of collection of the Hire Goods from the Location, the Company will inspect the Hire Goods and notify the Customer of any defect or damage to the Hire Goods occasioned during the Hire Period (fair wear and tear excepted).

(e) Subject to clause 7, the Customer will indemnify and pay to the Company on demand all costs, expenses and losses incurred by the Company in respect of the Customer's hire and use of the Hire Goods during the Hire Period, including but not limited to all defects and damage notified by the Company pursuant to clause 4.3(d).

5 FEES AND CHARGES

5.1 Hire Charges

(a) In consideration of the making available of the Hire Goods for the duration of the Hire Period, the Customer must pay the Hire Charges invoiced by the Company in full, on or before the Hire Start Date, unless the Customer has been approved as a credit customer by the Company.

(b) If the Company is not given sufficient access to the Location to enable it to collect the Hire Goods on the Hire End Date, Hire Charges will continue to apply at the same rate until such time as the Company is able to collect the Hire Goods. Such additional Hire Charges must be paid by the Customer as invoiced by the Company.

5.2 Service Fees

(a) In the event the Customer requires the Company to provide any Services, the Customer must pay the Service Fee to the Company. The Company will issue the Customer with an invoice for the Service Fees payable, and all invoiced amounts are due for payment in full on terms stated on the invoice.

5.3 Invoicing and payment

(a) The Company will be entitled to invoice the Customer for the Fees and Charges at any time following the submission of a valid Order Form.

(b) All Fees and Charges payable to the Company must be paid by the Customer in the manner reasonably requested by the Company, in full and without any setoff, withholding or deduction, by the applicable due date set out in this clause 5.

5.4 Late payments

If the Customer fails to make any payment of Fees and Charges due to the Company, then without prejudice to any other right or remedy available to the Company, the Company can in its discretion:

(a) withhold any Hire Goods or suspend the provision of Services until such default is corrected;

(b) cancel any Order or suspend any further supply of Hire Goods or Services to the Customer; and/or

(c) charge the Customer (both before and after any judgement) on the unpaid amount at the rate of 1% per month until payment is made in full.

5.5 Early return of Hire Goods

If the Customer wishes to bring forward the Hire End Date, and this is agreed by the Company (such agreement not to unreasonably be withheld), the Company will refund to the Customer any excess Fees and Charges paid by the Customer. The refund value will be calculated at the discretion of the Company, and in consideration of any costs incurred by the Company as a result of the early return.

5.6 Amendment to standard fees and charges

The Company reserves the right to amend its standard Fees and Charges from time to time. Subject to the provision of one months notice such increases may, at the discretion of the Company, apply to existing hires.

6 LOST, STOLEN OR DAMAGED HIRE GOODS

(a) The Customer is responsible for the Hire Goods during the Hire Period, in accordance with clause 4.2.

(b) If the Hire Goods made available to the Customer are stolen, lost or damaged during the Hire Period, or become unsafe to use as a result of the Customer's act or omission, the Customer must indemnify the Company for the cost of repairing or replacing the Hire Goods (as determined by the Company) and any loss or damage (including but not limited to lost revenue) occasioned to the Company as a result of the loss, theft or damage to the Hire Goods.

7 DAMAGE WAIVER AND INSURANCE

7.1 Customer election

The Customer must either:

(a) pay the Damage Waiver to the Company, at the same time as paying the Hire Charges, in which case clause 7.2 will apply; or

(b) take out the Insurance, in which case clause 7.3 will apply.

7.2 Damage Waiver

(a) The Damage Waiver fee amount will be 5% of the monthly rental fees on all goods hired. Delivery charges are exempt from Damage Waiver

(b) If the Customer elects to pay the optional Damage Waiver, the amount of the Damage Waiver fee will be automatically added to the Hire Charges and will appear on the invoice issued by the Company.

(c) If the Customer pays the Damage Waiver, then subject always to clause 7.2(d) the Company agrees to limit the Customer's liability for loss, theft or damage to the Hire Charges during the Hire Period, if the Customer immediately notifies the Company of the relevant event being occasioned to the Hire Goods and within 5 business days of notification provides to the Company:

i. a written police report relating to the loss, theft or damage (unless the Company provides written confirmation that such a report is not required); and

ii. any other written or photographic evidence required by the Company (which may include, for the avoidance of doubt, statutory declarations and sworn statements or affidavits).

(d) Despite the payment of the Damage Waiver, the Customer agrees to indemnify and hold the Company harmless against all costs, expenses and losses incurred by the Company if:

i. the Damage Waiver election was made, and fee paid, after the loss or damage to the Hire Goods at the Location had occurred;

ii. the Company considers, on reasonable grounds, that the Customer failed to take reasonable precautions to protect and secure the Hire Goods;

iii. the loss or damage is caused by vandalism by the Customer (including but not limited to graffiti), or vandalism by a third party that ought to have been reasonably foreseen by the Customer, and the Customer did not take such steps as were reasonable in the circumstances in an attempt to prevent such acts of vandalism occurring;

A. the loss or damage was sustained, or substantially contributed to, by:

B. a breach of this document by the Customer;

C. an act or omission of the Customer; or

D. use of the Hire Goods in contravention of applicable laws, rules and regulations (including but not limited to local government requirements), or contrary to the instructions

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supplied by the Company to the Customer.

7.3 Insurance

(a) If the Customer does not elect to pay the Damage Waiver fee, it must take out and maintain the Insurance which covers loss, theft or damage of the Hire Goods.

(b) If there is any loss, theft or damage to the Hire Goods during the Hire Period, the Customer must at its own cost (including payment of any applicable excess) make a claim under the Insurance and supply all proceeds of the claim to the Company.

8 GST

8.1 Consideration GST exclusive

Unless otherwise expressly stated, the Fees and Charges and other sums payable or consideration to be provided under this document is exclusive of GST.

8.2 Payment of GST

If GST is payable by the Customer on any supply made by the Company under this document, the Customer must pay to the Company an additional amount that is equal to the amount payable by the Customer for the relevant supply multiplied by the prevailing GST rate. This additional amount is payable at the same time as the Fees and Charges or other consideration for the relevant supply to which the additional amount relates.

8.3 Tax invoice

In the event of a taxable supply, the Company will provide a valid tax invoice (in the form prescribed by the *A New Tax System (Hire Goods & Services Tax) Act 1999* (Cth)) to the Customer.

9 PPS ACT

9.1 PPS Act terms

Unless a contrary intention appears, words or expressions in this clause 9 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.

9.2 Further assurance

If at any time the Company determines that this document (or any of the transactions contemplated by or under it) creates a security interest in its favour over any personal property, the Company may apply for any registration, or give any notification, in connection with that security interest and the Customer must promptly, upon the Company's reasonable request, do any thing (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:

(a) provide more effective security over the relevant personal property;

(b) ensure that any such security interest is in favour of the Company:

i. is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and

ii. ranks as a first priority security interest;

(c) enable the Company to prepare and register a financing statement or a financing change statement or give any notification in connection with that security interest; and

(d) enable the Company to exercise any of its rights or perform any of its obligations in connection with any such security interest or under the PPS Act.

9.3 Costs

(a) All costs and expenses arising as a result of actions taken by either party pursuant to this clause 9 will be for the account of the Customer. Within 10 days of a written request, the Customer must pay to the Company any costs or expenses incurred or to be incurred in connection with this clause 9.

(b) If for any reason clause 9.3(a) is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the parties will each bear their own costs in connection with this clause 9.

9.4 Contracting out of PPS Act enforcement provisions

If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under this document, the Customer agrees that the following provisions of the PPS Act will not apply:

(a) section 95 (notice of removal of accession), to the extent that it requires the Company to give a notice to the Customer;

(b) section 121(4) (enforcement of security interests in liquid assets – notice to grantor);

(c) section 125 (obligation to dispose of or retain collateral);

(d) section 130 (notice of disposal), to the extent that it requires the Company to give a notice to the Customer;

(e) paragraph 132(3)(d) (contents of statement of account after disposal);

(f) subsection 132(4) (statement of account if no disposal);

(g) section 142 (redemption of collateral); and

(h) section 143 (reinstatement of security agreement).

9.5 Notices under PPS Act

Neither the Company nor any receiver or receiver and manager appointed by the Company need give the Customer any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

9.6 Confidentiality

Neither party will disclose to a person or entity that is not a party to this document information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

10 PROVISION OF SERVICES

10.1 Services

The Company will use its reasonable endeavours to perform the Services requested by the Customer, as specified in the corresponding Order Form, during the Hire Period, in a professional manner.

10.2 Service Intervals

(a) Where the Services refer to a service interval, including but not limited to weekly, fortnightly or monthly servicing, such interval is an estimate only and is intended as a general indication of the anticipated frequency of servicing.

(b) The Company's ability to perform the Services at the estimated interval may impacted by factors such as public holidays, inclement weather, site inaccessibility, staff absences, equipment failure and other unforeseen events.

(c) The Customer acknowledges and agrees that the Company does not guarantee that servicing will occur on any particular day, at any exact time, or at precisely the stated interval. Specifically the Customer acknowledges that public holidays and Christmas shutdowns extend service intervals.

(d) The Customer acknowledges that the Service Fees have been calculated having regard to sub clauses (a), (b) and (c).

(e) The Company will use reasonable endeavours to maintain the anticipated service intervals in a professional manner; however, the Company shall not be liable for any loss, cost, damage or inconvenience arising solely from a service being provided earlier or later than the estimated service interval.

(f) A variation in the actual timing of an individual service from the estimated interval will not, of itself, entitle the Customer to a credit, reduction in Service Fees or other compensation.

(g) In any event the Company will only consider compensating the Customer where the Company has failed to provide more than two (2) scheduled Services (**Missed Services**) during the Hire Period. Services not performed during Company shutdowns over the Christmas period will not constitute Missed Services.

(h) Any compensation approved under clause (g):

i. will be at the Company's discretion;

ii. will be assessed and applied only after the end of the Hire Period and the hire goods have been returned;

iii. will be provided as a credit against current or future Service Fees, unless otherwise agreed by the Company in writing; and

iv. will be calculated as the difference between the combined Fees and Charges applicable for the period represented by the Missed Services and the Hire Charges applicable for the period represented by the Missed Services.

10.3 Additional or Increased Servicing

(a) The Customer must notify the Company promptly if the toilet requires additional servicing due to higher-than-anticipated usage or any other reason. Any additional servicing requested or reasonably required beyond the anticipated servicing requirements will be charged at the Company's applicable rates.

10.4 Company to Provide

Unless otherwise advised, the Company will provide all material and equipment reasonably necessary for the Services to be provided.

10.5 Subcontracting

The Company can in its discretion subcontract the performance of some or all of the Services requested by the Customer to a third party.

11 CUSTOMER OBLIGATIONS

11.1 Application and use of Hire Goods

(a) The Customer is solely responsible for undertaking all necessary steps to confirm the suitability of the Hire Goods for the use proposed by the Customer. By completing and submitting the Order Form, the Customer warrants and represents to the Company that it has satisfied itself as to the suitability, condition and fitness for purpose of the Hire Goods, without relying on the skills or judgement of the Company or any person purporting to act on its behalf, and that except as confirmed in writing, the Company and its representatives have made no representations or warranties as to the suitability, condition or fitness of the Hire Goods.

(b) The Customer must provide the Company with any information that the Company may reasonably request in respect of the intended application/use of the Hire Goods, or provision of Services.

(c) The Customer must not re-hire or permit any other party to have possession of the Hire Goods at any time during the Hire Period, without the prior written approval of the Company.

11.2 Compliance with laws, permits and approvals

(a) The Customer must ensure that its use of the Hire Goods complies with all applicable laws, rules and regulations (including but not limited to local government requirements), and that it conforms to any instructions or guidelines for use supplied by the Company to the Customer (which may for the avoidance of doubt included manufacturer instructions).

(b) The Customer is responsible, at its sole cost and expense, for obtaining and maintaining any necessary licences or permits, and all other clearances and consents required from government agencies or authorities for the acquisition and use of the Hire Goods or Services by the Customer.

(c) The Company can at any time require that the Customer supply it with copies of licences, permits, clearances and approvals issued by government agencies and obtained by the Customer as required by clause 11.2(b), and the Customer agrees to immediately comply with any such request. If at any time the Company becomes aware that the Customer has failed to comply with its obligations under clause 11.2(b), it can immediately terminate the hire by written notice, and all outstanding amounts shall become immediately due and payable by the Customer.

(d) The Customer agrees to indemnify, defend and hold harmless the Company against any and all claims, demands, suits, causes of action, damages and legal fees (on a solicitor-own client basis) or expenses or costs whatsoever arising, directly or indirectly, from any failure by the Customer to comply with its obligations under clauses 11.2(b) or 11.2(c).

11.3 Operation, maintenance and use of Hire Goods

The Customer must:

(a) use and operate the Hire Goods safely, in accordance with applicable laws, only for its intended use and in accordance with any manufacturer and Company instructions as supplied;

(b) ensure that persons operating or erecting the Hire Goods are suitably instructed, trained, skilled and qualified in its lawful, safe and proper use;

(c) not remove or relocate the Hire Goods from the Location, without the prior written consent of the Company;

(d) display all safety signs and instructions as required by law, and take reasonable steps to ensure that these are observed by operators of the Hire Goods as appropriate;

(e) ensure that the Hire Goods are not used in connection with illegal, prohibited or dangerous activities;

(f) at its cost, and unless the Company is required to provide Services to this effect, clean and maintain the Hire Goods in good condition, in accordance with any manufacturer and Company instructions and requirements;

(g) not in any way alter, modify, tamper, damage or repair the Hire Goods, without the prior written consent of the Company;

(h) store the Hire Goods safely and securely, in a manner that protects them from theft, vandalism, seizure and damage (including environmental), as far as possible in the circumstances;

(i) not expose the Hire Goods to any hazardous substances;

(j) must not alter, deface or remove any notices, safety information, identifying numbers or similar on the Hire Goods, and must take appropriate steps to ensure that others do not;

(k) ensure that the Company has sufficient access to the Location and the Hire Goods to enable it to perform any Services requested by the Customer; and

(l) ensure that on the Hire End Date, the Hire Goods are available for collection by the Company from the Location in the same good and clean condition in which they were when delivered to the Customer on the Hire Start Date, fair wear and tear excepted.

11.4 Breakdown in Hire Goods

(a) In the event that there is a breakdown or fault in the Hire Goods, or the Hire Goods become unsafe to use during the Hire Period, the Customer must immediately stop using (and ensure that others do not use) the Hire Goods, and notify the Company of the issue.

(b) The Customer must take all steps necessary to prevent injury occurring to persons or property as a result of the faulty Hire Goods, must take all steps necessary to prevent further damage to the Hire Goods, and must not repair or attempt to repair Hire Goods without the Company's prior written consent.

(c) In the event the Customer notifies the Company of a breakdown or fault in the Hire Goods that is not a result of an act or omission of the Customer (including misuse, recklessness or negligence), the Company:

i. will repair the Hire Goods, or provide a substitute, as soon as reasonably possible following notification by the Customer;

ii. will not charge, and refund as appropriate, Hire Charges for that part of the Hire Period during which the Hire Goods could not be used, and will itself bear the costs of repair or replacement of the Hire Goods; and

iii. excludes liability for any losses, costs or damage sustained by the Customer, whether directly or indirectly, as a result of the breakdown of the Hire Goods, however caused.

12 EVENT OF DEFAULT

12.1 Company entitlements

If an Event of Default occurs or is threatened to occur to the Customer, the Company can immediately:

(a) terminate the Order then in force, and this document;

(b) suspend or cancel delivery of Hire Goods;

(c) suspend or cancel provision of Services;

(d) refuse to accept any further Order Forms submitted by the Customer;

(e) enter the Location or other Customer premises and immediately recover possession of any Hire Goods delivered to the Customer;

(f) require the immediate return of Hire Goods; and/or

(g) make the Hire Charges immediately due and payable; and/or

without liability and without affecting or limiting any other rights or remedies available to the Company under this document or otherwise at law.

12.2 Consequences of termination

Any termination of this document does not relieve the other party of any obligation remaining to be or performed by it or capable of having effect after such termination and is without prejudice to any right or cause of action already accrued to either party in respect of any breach of this by the other party.

12.3 Obligations upon termination

(a) Upon termination of this document the Customer must immediately pay to the Company any outstanding portion of the Fees and Charges and any other amounts due and payable for Hire Goods supplied or Services performed by the Company up until the date of termination.

(b) Upon termination by the Company pursuant to clause 12.1, the Company can take all steps necessary (including but not limited to legal action) to recover the Hire Goods, including entering the Location or other site occupied by the Customer where the Hire Goods are reasonably considered by the Company to be located, without prior notice, to re-take possession.

(c) If the Hire Goods cannot be recovered using all steps necessary as per Clause 12.3(b), the Customer will be invoiced for replacement value of the unrecovered goods and must be paid in accordance with Clause 5.3(b). Replacement value will be calculated at the discretion of the Company

12.4 Survival

The rights and obligations under clauses 4.1, 4.2, 4.3(c), 4.3(e), 5.3, 5.4, 6, 7, 8, 9, 12.2, 12.3, 13, 14 and 15 survive the expiry or termination of this document and continue in full force and effect, together with any other rights and obligations which are by their nature or effect intended to survive.

13 EXCLUSION AND LIMITATION OF LIABILITY

13.1 Applicable law unaffected

The parties acknowledge and agree that:

(a) State and Commonwealth legislation implies certain non-excludable guarantees, warranties and conditions into particular agreements for the supply of goods and services, which cannot be excluded, restricted or modified (**Non-Excludable Guarantees**);

(b) the Company does not exclude, restrict or modify the Non-Excludable Guarantees and nothing in this document is intended or is to be construed as doing so; and

(c) nothing in this document affects any remedies available to the Customer at law and which cannot be lawfully excluded by the Company, including in respect of any of the Non-Excludable Guarantees which may be applicable.

13.2 Exclusion of liability

(a) The Customer acknowledges and understands that apart from any Non-Excludable Guarantees which may be applicable, the Company does not make or provide any express warranties or guarantees regarding the Hire Goods or Services.

(b) Subject always to clause 13.1, to the maximum extent permitted by law, the Company excludes all warranties, terms, conditions and guarantees regarding the Hire Goods, the Services and any other goods or services supplied or provider under this document which are implied by law (including the general law) or custom.

(c) To the maximum extent permitted by law, in no circumstances will the Company will be liable to the Customer for any indirect, special or consequential losses, damages, liabilities, costs or expenses incurred by the Customer that are related to this document, or the Hire Goods or Services.

13.3 Limitation of liability

(a) To the maximum extent permitted by law, the Company's liability to the Customer for a breach of any of the Non-Excludable Guarantees in respect of any Hire Goods or services provided to the Customer under this document (including but not limited to the Hire Goods and Services) is limited to any one of the following, at the option of the Company:

i. in the case of goods, including any Hire Goods provided under any Contract - replacement of the Hire Goods or the supply of equivalent Hire Goods, repair of the Hire Goods, payment of the cost of replacing the Hire Goods or acquiring equivalent Hire Goods, or payment of the costs of having the Hire Goods repaired; and

ii. in the case of services, including any Services provided - the supply of the services again, or payment of the cost of having the services supplied again.

14 INDEMNITY

To the fullest extent permitted by law, the Customer will at all times indemnify and keep indemnified the Company and its representatives (those indemnified) against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against those indemnified) that those indemnified may sustain or incur as a result, whether directly or indirectly, of the occurrence of an Event of Default, or any personal or property damage occasioned to any person as a result of the Customer's breach of this document.

15 GENERAL

15.1 Warranty as to authority

The Customer warrants and represents to the Company that the person signing and submitting an Order Form for and on behalf of the Customer has the authority to act on behalf of, and bind the Customer.

15.2 Intellectual Property

As between the Company and the Customer, the Company is and will remain the owner of all intellectual property rights in and associated with the Hire Goods and the Services, and nothing in this document grants to the Customer any ownership or other entitlement in respect of such intellectual property.

15.3 Security

(a) The Company reserves the right to request that the Customer provide the Company with security for performance of its obligations under this document, of the kind and in the amount reasonably required by the Company, at any time during the Hire Period.

(b) The Customer agrees to provide the Company with any security reasonably requested by the Company, in the form reasonably required by the Company. The Customer acknowledges that if it does not agree to provide the security requested by the Company, the Company can terminate the hire and the corresponding Order by notice in writing to the Customer, with immediate effect.

15.4 Costs

Each party will pay its own costs in connection with the negotiation, preparation and execution of the Order Form and this document.

15.5 Amendment

(a) Once an Order has been submitted by the Customer and accepted by the Company, this document and the Order Form can only be amended in writing signed by all the parties and may not be amended in any other manner.

(b) Subject always to clause 15.5(a), the Company reserves the right to vary its standard terms and conditions of hire at any time. Any variations will not be retrospective in effect. The Company will use its reasonable efforts to notify the Customer of any variation to its standard terms as set out in this document, which will apply to any future Order Forms submitted by the Customer, and the Customer acknowledges and agrees that this notification may be through a general notice posted by the Company on its website.

15.6 Entire document

This document, together with the Order Form 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 document and has no further effect.

15.7 Force Majeure

(a) Notwithstanding anything else contained in this document, the Company will not be liable for any delay in or failure to comply with this document if such delay or failure is caused by a Force Majeure.

(b) If a delay or failure by the Company to perform its obligations due to an event contemplated by clause 15.7(a) exceeds 14 calendar days, the Company may immediately terminate the hire by providing notice in writing to the Customer.

15.8 Assignment

The Customer must not assign or transfer any of its rights or obligations under this document without the prior written consent of the Company.

15.9 Waiver

No waiver by the Company of any breach or default by any other party is effective unless reduced to writing and signed by the Company, and any such waiver does not constitute a waiver of any other continuing breach or default under this document.

15.10 Remedies

(a) Other than as provided in this document the rights and remedies provided under this document are cumulative and not exclusive of any rights or remedies provided by law or of any other such right or remedy. Any single or partial exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this document.

(b) The rights and obligations of the parties pursuant to this document are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties

15.11 Severance

If any provision of this document is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

15.12 Governing Law

This document is governed by the law in force in the state of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the Registry of the Federal Court of Australia in that State in respect of all proceedings arising in connection with this document.

15.13 Further Assurances

Each party will promptly do all things required by law or reasonably requested by any other party to give effect to this document.

15.14 No Merger

No right or obligation of any party will merge on completion of any transaction under this document. All rights and obligations under this document survive the execution and delivery of any transfer or other document which implements any transaction under this document.

15.15 Notices

(a) Any notice given under this document must be in writing and signed by or for the sender and delivered by post, hand or email to the last known address of the recipient.

(b) A notice or other communication is deemed given if:

i. personally delivered, upon delivery;

ii. mailed to an address in Australia, 4 business days after the date of priority posting (whether received or not); and

iii. sent by email, at the time of transmission provided that the sender receives confirmation that the email has been successfully delivered to a server accessible by the recipient