Aditi Constructions Pty Ltd T/A V Equipment - Terms & Conditions of Hire

- Definitions
 "Charges" means the cost of the hire of the Equipment (plus any GST where applicable) as agreed between the Supplier and the Client subject to clause 7 of this Contract.
 "Client" means the persons, entities or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and:

 (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership; it shall bind each partner jointly and severally; and (d) includes the Client se part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's exportors, administrators, successors and permitted assigns.
 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs,
- or in electronic form including, but not limited to, mis Contract, either party similencular property, operational information, know-how, trade secrets, friancial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupiation, driver's license details, electronic contact (entities). Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details. "Contract" means the terms and conditions contained herein, logether with any quotation,
- 1.4 Hire form, invoice or other document or amendments expressed to be supplemental to this
 - Hire form, invoice or other document or amendments expressed to be supplemental to this Contract.

 "Cookles" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookles to operate in the background when using the Supplier's website, then the Client shall have the right to enable / disable the Cookles first by selecting the option to enable / disable the Cookles first by selecting the option to enable / disable the Cookles first by selecting the option to enable / disable the Cookles first by selecting the option to enable / disable the cookles first by selecting the option to enable / disable the cookles first by selecting the option to enable / disable the cookles first by selecting the option to enable / disable the cookles first by selecting the option to enable / disable the cookles first by selecting the option to enable / disable the cookles first by selecting and compaction equipment and accessories) supplied on their or sale by the Supplier to the Client (and where the context so permits shall include any incidental supply of services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by the Supplier to the Client.
 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax A tot 1999" (Ch)."
 "GPS Device" means that the Supplier's Equipment and to send commands to and receive cetain information from the Equipment, including geolocation data from a global

- enables the Equipment to be connected to the internet and to send commands to and receive certain information from the Equipment, including geolocation data from a global positioning system and other data (including, but not limited to, speed, battery voltage and ignition status) of such Equipment.

 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client.

 "Site" means the location's at which the Equipment is to be operated.

 "Supplier" means Adit Constructions Pyt Ltd TI/A V Equipment, its successors and assigns or any person acting on behalf of and with the authority of Aditi Constructions Pyt Ltd TI/A V Equipment, Teach

- Equipment. "Wet Hire" shall mean hire of the Equipment with an operator supplied by the Supplier 1.13

2. 2.1

- parties acknowledge and agree that: parties acknowledge and agree that: they have read and understood the terms and conditions contained in this Contract; and the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by frese terms and conditions if the Client places an order for or accepts delivery of the Equipment.
- 22 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended
- in writing by the consent of both parties.

 The Client acknowledges that the hire of Equipment on credit shall not take effect until the Client completed a credit application with the Supplier and it has been approvious for the account.
- In the event that the hir of Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the flight to refuse delivery. The Supplier (a) shall be entitled to rely on the information provided by the Client execution. 2.5
- account exceeds the payment terms, the Supplier reserves the right to refuse delivery. The Supplier:

 (a) shall be entitled to levy on the information provided by the Client regarding what the purpose the Client is using the Equipment for (e.g., demolition, construction of bridges, rail lines, tidal areas, underground, or watercraft etc.). The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Supplier accepts no responsibility for any loss, damages, or costs however resulting from incorrect information provided; and

 (b) acknowledges that that by hiring any Equipment from the Supplier, the Client expressly consents to the Supplier's use of the GPS Device on such Equipment during the hire period and to the Supplier's less than the Supplier's less of the GPS Device on such Equipment during the hire period and to the Supplier's the owner of that data subject. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. . 8.2

Authorised Representatives

Autorised representatives
The Client acknowledges that the Supplier shall (for the duration of the hire period) liaise directly
9, with one (1) authorised representative, and that once introduced as such to the Supplier, that 9,1
person shall have the full authority of the Client to order any further Equipment and/for to request
any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to
the Supplier for all additional costs incurred by the Supplier (notuding the Supplier's profit
margin) in providing any Services or variation's requested thereto by the Client's duly authorised

- rs and Umissions
 Client acknowledges and accepts that the Supplier shall, without prejudice, accept no
 itly in respect of any alleged or actual error(s) and/or omission(s):
 resulting from an inadvertent mistake made by the Supplier in the formation and/or
 administration of this Contract, and/or
- The Supplier in the formation and/or administration of this Contract, and/or administration of this Contract, and/or (b) contained infomitted from any literature (hard copy and/or electronic) supplied by the 10.1 Supplier in respect of the Equipment hire and/or/services. In circumstances where the Client is required to place an order for the Equipment, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for the Equipment ("Client Error"). The Client must pay for all Equipment torders from 10.2 the Supplier nowith/standing that the Client has not taken or refuses to take Delivery of such Equipment. The Supplier is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client 10.3 Errors.

Change in Control
The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numberis', change of trustees, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.

Credit Card Information

- The Supplier will:

 (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by the Supplier,

 (b) not disclose the Client's credit card details to any third party; and

 (c) not unnecessarily disclose any of the Client's personal information, except is accordance with the Privacy Act (clause 24) or where required by Jaw.

 The Client expressly agrees that, if prusuant to his Contract, there are any unpaid Charges, other amounts due and outstanding by the Client, any Equipment (or any part of them) supplied on hire that are lost or damaged or any other additional Charges are due from the Client which were not known at the time of the return of the Equipment, the Supplier's entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation a date any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.

- harges and Payment
 the Supplier's sole discretion, the Charges shall be either;
 as indicated on invoices provided by the Supplier to the Client upon placement of an order
 for the Equipment; or
 the Supplier's current Charges, at the date of Delivery of the Equipment, according to the
 Supplier's current price list, as previously disclosed to the Client upon the Client's
 placement of an order for the Equipment; or
 the Supplier's quoted Charges (subject to dause 7.3) which shall be binding upon the
 Supplier provided that the Client shall accept in writing the Supplier's quotation within thirty
 (30) days. 11.2

- Supplier provided that the Client shall accept in writing the Supplier is supplier to supplie the Client shall be charged an additional nate and shown as a veriation in accordance with clause 7.3. The Supplier reserves the right to change the Charges:

 (a) if a variation to the Supplier is quotation is requested; or

 (b) where the Supplier is required to mobilise and demobilise Equipment when the Supplier is required to transport the Equipment to and from the Supplier is depot, unless otherwise required to transport the Equipment to and from the Supplier is depot, unless otherwise
 - required to transport the equipment who are not interested to the discovery of hidden or unidentifiable agreed, or where additional Services are required due to the discovery of hidden or unidentifiable (influiding, but not limited to, poor weather conditions, limitations to accessing the Site, incorrect physical dimensions, weights, or distances etc.) which are only discovered on commencement of the Services; or (c)

- if during the course of the Services, the Equipment ceases to be available from the 12. Supplier, then the Supplier reserves the right to provide alternative Equipment, subject to 12.1 prior confirmation and agreement of both parties; or where Equipment is used outside the Supplier's standard working hours or on a weekend or public holiday; or in the event the Collent uses the Equipment more than the number of hours specified in the 12.2

- in the event the Client uses the Equipment more than the number of hours specified in the 12.2 hire schedule; or where rates in respect of the Supplier's personnel are subject to additional Charges for loading, penalties, and allowances as applicable to the Supplier's personnel pursuant to their terms of eragegement (including, but not limited to, night shifts, weekends, stanky, overtime, public holidays, meals, travel, and accommodation rates); or as a result of an increase in the Supplier's costs due to charges is statubry, government, or local body charges, taxes, levies, stamp duties etc., with respect to the Services, increases to the Supplier in the cost of labour or materials or due to relevant industry 13. awards (e.g., Site allowance and severance pay), which are outside the control of the 13.1 Supplier.
- awards (e.g., site allowance and severance pay), which are outsee the control of interSupplier's variations will be charged for on the basis of the Supplier's quotation, and will be detailed in
 writing, and shown as variations on the Supplier within then (10) working days. Failure to do
 respond to any variation submitted by the Supplier within then (10) working days. Failure to do
 so will entitle the Supplier to add the cost of the variation to the Charges. Payment for all
 variations must be made in full at the time of their completion.

 At the Supplier's sole discretion, a reasonable deposit (in the form of a bond) shall be required
 at the commencement of this Contract in accordance with any quotation provided by the
 Supplier or as notified to the Client prior to the placement of an order for the Equipment, which
 shall be refunded to the Client by within thirty (30) days of the return of the Equipment, provided
 that the Client has complied with their iobligations hereunder. The deposit may be used to offset
 any applicable Charges payable by the Client under clause 18.3, and any outstanding balance
 thereof shall be due as per clause 7.6.

 Time for payment for the Equipment being of the essence, the Charges will be payable by the
 Client on the dates determined by the Supplier, which may be:

 (a) on or before delivery of the Equipment or
 (b) by way of instalments/progress payments in accordance with the Supplier's payment
- (a) on or before delivery of the Equipment; or
 (b) by way of instalments/progress payments in accordance with the Supplier's payment schedule;
- schedule;
 (c) the date specified on any invoice or other form as being the date for payment; or
 (d) failing any notice to the contrary, the date which is seven (7) days following the date of any
 invoice given to the Client by the Supplier.
 Payment may be made by cash, electronicon-line banking, credit card (a surcharge per
 transaction may apply) or by any other method as agreed to between the Client and the
- Supplier
 The Supplier may in its discretion allocate any payment received from the Client towards. The Supplier may in its discretion allocate any payment received from the Client towards are the time of receipt or at any towards and the supplier determines and may do so at the time of receipt or at any towards and received any default by the Client the Supplier may re-allocate any payments are any payment allocation by the Supplier, payment allocated. In the absence of any payment allocation by the Supplier, payment allocated to the Supplier p
- aterwards. On any default by the Client the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Monor. Security Interest das defined in the PPSA) in the Equipment. The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owned to the Cleint by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Supplier in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Supplier investigates the disputed daim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Supplier placing the Client account into default and subject to default interest in accordance with clause 22.1. Unless otherwise stated the Charges does not include GST. In addition to the Charges the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the line of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same bases as the Client pays the Charges. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.

- Hire Period

 For Equipment in which a timing device is installed the hire period shall be the number of hours or part thereof recorded on the timing device whilst the Equipment is in the Client's possession. Where the Equipment does not have a timing device installed hire Charges shall commence from the time the Equipment departs from the Supplier's premises and will continue until the return of the Equipment to the Supplier's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- Period, whichever last occurs. The date upon which the Client advises of termination shall in all cases be treated as a full day's
- hire. No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless the Supplier confirms special prior arrangements in writing, In the event of Equipment breakdown provided the Client notifies the Supplier immediately, hiring Charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client. Off-hire receipts will only be issued when the Equipment has been either collected by the Supplier or returned to the Supplier's premises.

- Extension of the Hire Period
 If, and only if not later than thirty (30) days before the expiry of the hire period, the Client gives 14.4
 notice to the Supplier requesting an extension of the hire period, such extension is, if any, subject to the Supplier's agreement, the availability of the Equipment and the following 14.5
- the Charges and all other payments due under this Contract having been received by the 14.6
- uner unless and at other payments our unior in scordination having been received by in 4-15. Supplier in full as at the expiry of the hire period, there is no breach of the Client's covenants, the hire period shall be extended for the period specified between the parties, commencing on the day following the date of expiration of the hire period and at the Charges, as varied, on the same terms and conditions of this 14.8 Contract, except for the insertion of the extended to the extended to the contract.

- Delivery ("Delivery") of the Equipment is taken to occur at the time that:

 (a) the Client or the Client's nominated carrier takes possession of the Equipment at the 14.10
- the Cupiler's premises; or
 (b) the Supplier's nominated carrier takes possession of the Equipment at the Supplier's premises; or
 (b) the Supplier (or the Supplier's nominated carrier) delivers the Equipment to the Client's nominated address even if the Client is not present at the address.

 The cost of Delivery will be payable by the Client in accordance with the quotation provided by the Supplier to the Client, or as otherwise notified to the Client prior to the placement of an order for the Equipment.

 The Supplier may deliver the Equipment by separate installance.
- the Supplier to the Client, or as otherwise nothed to the Client prior to the placement of an order for the Equipment and the responsible for a coordance with the provisions in these terms and conditions. The Client shall be invoiced and paid for in accordance with the provisions in these terms and conditions. The Client shall be responsible for fee access by the Supplier to the Site on which the Equipment is located. If there are any delays due to free access not being available, then the Client shall be responsible and shall reimburse the Supplier for all lost hire fees associated with the Equipment being unavailable. The Client shall also be responsible for all other expenses and costs incurred by the Supplier due to delays in accessing the Equipment. Any time specified by the Supplier for Delivery of the Equipment is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Equipment to be supplied at the time and place as was arranged between both parties, in the event that the Supplier is unable to supply the Equipment as agreed sold use to any action inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for resupplying the Equipment at a later time and date, and/or for storage of the Equipment.

- Risk
 Where this is a hire agreement:

 (a) the Supplier retains ownership of the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery;

 (b) the Client accepts full responsibility for the safekeeping of the Equipment and indemnifies the Supplier for all loss, theft, or damage to the Equipment howsoever caused and wilhout limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or or mission of the Client;

 (c) the Client will insure, or self-insure, the Supplier's interest in the Equipment against physical loss or damage including, but not limited b, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit to be used in such a manner as would permit an insurer to decline any claim; and

 (d) the Client accepts full responsibility for and shall keep the Supplier indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage by property, or otherwise arising out of the use of the Equipment during the this period and whether or not arising from any negligence, failure or omission of the Client or any other persons.

 Where is this an agreement for the purchase of the Equipment:

 (a) risk of damage to or loss of the Equipment passes to the Client on Delivery and the Client must insure the Equipment on or before Delivery,

 (b) if any of the Equipment is damaged or destroyed following Delivery but prior to ownership passing to the Client, for sights to receive all insurance proceeds without the need for the Equipment of the Supplier's rights to receive the insurance proceeds without the need for the Equipment of the Supplier of make further enquiries;

 (if the Client requests the Supplier to make further enquiries;

 (if the Client r

Condition of Equipment and Inspections
The Equipment will be inspected by a second

Condition of Equipment and Inspections
The Equipment will be inspected by a representative of each party to establish the general condition hereof and a statement of condition of the Equipment will be prepared:

(a) immediately prior to the commencement of this Contract, and (b) as soon as practicable following termination of this Contract, and (b) as soon as practicable following termination of this Contract. The Client acknowledges and agrees that they will, at their own cost, reinstate the Equipment to its condition as specified in the pre-thire inspection, normal wear and tear excepted. Any repairs to be made shall be arranged by the Supplier and not the Client. The Supplier, sevants and agents may at all reasonable times inspect the Equipment and operate it for the purpose of testing or repairing it and the Client irrevocably permit and its ensert the Supplier to take possession of the Equipment and to remove it and for this purpose to enter upon the Site as the Client's agent.

- this purpose to enter upon the Site as the Client's agent.

 Title

 Where this is a hire agreement:

 (a) the Equipment is and will at all times remain the absolute property of the Supplier, and the Client must return the Equipment to the Supplier upon request to do so;

 (b) if the Client tals to return the Equipment to the Supplier as is required under this Contract or when requested to do so, then the Supplier or the Supplier as is required under this Contract or when requested to do so, then the Supplier or the Supplier as is required under this Contract or when requested to do so, then the Supplier or the Supplier as is required under this Contract or the Client, or any premises where the Equipment is stated and talse possession of the Equipment without being responsible for any dramage thereby caused. Any costs incurred by the Supplier as result of the Supplier so repossessing the Equipment shall be charged to the Client; and

 (c) the Client is not authorised to pledge the Supplier's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

 Where is this an agreement for the purchase of the Equipment;

 (a) the Supplier and the Client agree that ownership of the Equipment shall not pass until:

 (ii) the Client has paid the Supplier all amounts owing to the Supplier, and

 (iii) the Client has met all of its other collegations to the Supplier, and

 (b) receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised;

 (c) tis further agreed that, until ownership of the Equipment passes to the Client in accordance with clause (a).

 (i) the Client is only a ballee of the Equipment and must return the Equipment to the Supplier or request;

 (ii) the Client to the Supplier of the Equipment on trust for the

- - Supplier on request;
 (ii) the Client holds the benefit of the Client's insurance of the Equipment on trust for the
 - the Culent notes the benefit of the Culent's insulance or the Equipment on trust to the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Equipment being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Equipment other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Equipment then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds the Supplier or demonstration.
- to the Supplier on demand;
 (iv) the Client should not convert or process the Equipment or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs;
 (v) the Client intervocably authorises the Supplier to enter any premises where the Supplier believes the Equipment are kept and recover possession of the Equipment;
 (vi) the Supplier may recover possession of any Equipment in transit whether or not Delivery has occurred;
 (vii) the Client shall not charge or grant an encumbrance over the Equipment nor grant nor otherwise give away any interest in the Equipment while they remain the property of the Supplier; and

- (viii) the Supplier; and
 (viii) the Supplier may commence proceedings to recover the Price of the Equipment sold notwithstanding that ownership of the Equipment has not passed to the Client.

- Personal Property Securities Act 2009 ("PPSA")
 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees and conditions constitute a security agreement for the purposes of the PPSA. орол възентиту то these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by the Supplier to the Client.

 The Client undertakes to:
- Client undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up to date in all respects) which the Supplier may
- information to be complete, accurate and up to date in all respects) which the Supplier may reasonably require to:

 (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

 (ii) register any other document required to be registered by the PPSA; or

 (iii) correct a defect in a statement referred to in dause 14.3(a)(i) or 14.3(a)(ii); indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;

 not register, or permit to be registered, a financing statement or a financing change statement in realton to the Equipment in favour of a third party without the prior written consent of the Supplier.

- statement in relation to the Equipment in relation of the Supplier.

 The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement received by these terms and conditions.

 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the
- From Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by the Supplier under clauses 14.3 to 14.5.
- 145. Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.
 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 14 apply as a security agreement in the form of a PPS claes in respect of Section 20 of the PPSA, in all other matters this clause 14 will apply generally for the

- Security and Charge In consideration of the Supplier agreeing to supply the Equipment on hire, the Client grants the Supplier as security interest by way of a floating charge (registerable by the Supplier pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or severall) in all other assets that is now owned by the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for
- to the extent necessary to secure the repayment of monies owed under this Contract to to the extent necessary to secure the repayment of monies owed under this Contract to rovision of the Equipment on him under this Contract and/or permit the Supplier to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).

 The Client indeemifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

 In the event that the Client defaults or breaches any term of this Contract and as a result, but the scuricy provided in clauses 13.1(a),14.2 and 15.1 as applicable, is deemed insufficient by the Supplier to secure the repayment of monies owed by the Client to the Supplier, the Client hereby grants the Supplier a security interest as at the date of the default, by vay of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Client or the Supplier of the Client of its Soligations under these terms and conditions (including, but not limited to, the payment of any money.

- Letects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")

 The Client must inspect the Equipment on Delivery and must within twenty-four (24) days of Delivery notify the Supplier in witing of any evident defect/damage, sortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Equipment.

 Under applicable State. Territory and Commonwellh Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
- xcluded Guarantees).

 The Supplier acknowledges that nothing in these terms and conditions purports to modify or xclude the Non-Excluded Guarantees.

 - excuse the Non-Excluded Guarantees.

 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.

 If the Supplier's required to rectify, re-supply, or pay the cost of re-supplying any services or Equipment which is the contractions of the CCA. extent permitted by section 64A of Schedule 2
 If the Supplier is required to rectify, resupply, or pay the cost of re-supplying any services or Equipment under this clause or the CCA, but is unable to do so, then the Supplier may refund any money the Client has paid for the services or Equipment but only to the extent that such refund shall take into account the value of any services or Equipment and consumables which have been provided to the Client which were not defective.
- 16.7 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any
 - defect or damage in the services or Equipment is:

 (a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;

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- limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture 19.2 the Equipment; otherwise negated absolutely. Withstanding dauses 16.1 to 16.7 but subject to the CCA, the Supplier shall not be liable for 19.3 y defect or damage which may be caused or partly caused by, or arise as a result of: the Client failing to properly maintain or store any Equipment; the Client tierfering with the Equipment in any way without the Supplier's written approval 19.4.
- any (a) (b)

to do so;
(b) the Client using the Equipment for any purpose other than that for which it was designed;
(d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(e) the Client failing to follow any instructions or guidelines provided by the Supplier;
(f) fair wear and tear, any accident, or act of God. In the case of second-hand Equipment, unless the Client acknowledges that it has had full opportunity to inspect the second-hand Equipment probability to be expected the second-hand Equipment probability for any purpose and any implied warranty, is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Supplier has agreed to provide the Client with the second-hand Equipment and calculated the Charges of the second-hand Equipment in reliance of this clause 16.9.

Limitation of Liability of Hired Equipment
The Client acknowledges and agrees that the Supplier is not liable:
(a) to the Client for any loss, cost (whether indirect or consequential) or damage or delay through breakdown, mechanical defect or accident to or of the Equipment,

(b) to any person for any loss or damage to any property stolen from the Equipment or damaged or otherwise lost during the hire period or left in the Equipment after return of the Equipment to the Supplier's nominated address (or deport), and or any form of breakdown, whether mechanical electrical or structural to the Equipment whilst on hire to the Client.

(c) to the cuertain of any norm of the Client.

Equipment whilst on hire to the Client.

The Client covenants and agrees that, notwithstanding whether the Supplier has effected insurance in respect of the risks, the Client indemnifies and will keep indemnified the Supplier against the loss or damage to the Equipment whether by fire, theft, accident, seizure, confiscation, comorsion, rus, to vidation and chemical reactions of every nature and kind whatshower, or otherwise, howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client and: 17.2

the appraisal of such loss or damage shall be based upon the replacement value of new

(a) the appraisal of such loss of damage shall be based upon the replacement value of new plant, and (b) all other losses, damages, claims or actions or proceedings, penalties, liabilities, costs and expenses, including legal costs, howsoever arising incurred as a result of or in connection with the Equipment (including, but not limited b, any injury to or death of persons, damage to properly, or otherwise arising out of the possession, use, maintenance, repair or storage of the Equipment during the hire period and whether or not arising from any negligence, failure or mission of the Client or any other persons) or the seizure or the taking of possession of the Equipment by the Supplier.

ient's Responsibilities

a Client shall:
satisfy itself at commencement that the Equipment is suitable for its purposes;
notify the Supplier immediately by telephone of the full circumstances of any mechanical
breakdown or accident. The Client is not absolved from the requirements to safeguard the
Equipment by giving such notification;
maintain the Equipment as is required by the Supplier (including, but not limited to, 21.3
maintaining Where applicable) water, oil, fluid levels; tyre pressures and track tension);
replacing wear terns that have become worn out or used during the hire period;
operate the Equipment safely including calibration use, strictly in accordance with the law,
only for its intended use, and in accordance with any manufacturer's instruction whether
supplied by the Supplier or posted on the Equipment,
be responsible for undertaking the daily operator safety checks and updating the operator
safety check logbook;

- all persons operating or installing, the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to the
- Supplier upon request;
 (ii) the operator of any Equipment is not under the influence of alcohol or any drug that 22, may impair their ability to operate the Equipment, 22.1
 (iii) all reasonable care is taken by the driver in handling and/or parking the Equipment
- (iii) all reasonable care is taken by the driver in handling and/or parking the Equipment and that the Equipment is left boked and/or securely stored when not in use.

 (h) be liable for any parking or traffic infringement, impoundment, towage and storage costs incurred during the hire period and will supply relevant details as required by the Police 22.2 and/or the Supplier relating to any such matters or occurrences;
 (i) comply with all work health and safety laws relating to the Equipment and its operation;
 (ii) on termination of the hire, deliver the Equipment compilee with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to the Supplier;
 (k) refuel the Equipment prior to its return from hire. In the event the Equipment needs to be refuelled upon its return from hire then the costs of refueling shall be charged to the Client in addition to the costs of the Equipment for to the Equipment for its experiment of the hire Contract nor be entitled to lien over the Equipment of the hire Contract nor be entitled to lien over the Equipment of any part thereof to be used by any other partly for any other provincy;

- part thereof to be used by any other party for any other work, indemnify and hold harmless the Supplier in respect of all claims arising out of the Client's (n)
- use of the Equipment.
- Client shall not: after or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment: exceed the recommended or legal bad and capacity limits of the Equipment (including the recommended number of passengers (if applicable); expose the Equipment to any corrosive or caustic substances i.e., cyanide, salt water, add expose the Equipment to any corrosive or caustic substances i.e., cyanide, salt water, add
- (d)
- etc; transport the Equipment on or over water, wharves, bridges or vessels of any kind without the express approval of the Supplier, carry any animals, illegal, prohibited or dangerous on, or in, the Equipment supplied without the prior written permission of the Supplier; use or carry any illegal, prohibited or dangerous substance in or on the Equipment; fix any of the Equipment in such a manner as to make it legally a fixture forming part of any 23 freehold. (e)

- 18.3

- freehold.

 Immediately on request by the Supplier the Client will pay:
 (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to the Supplier,
 (b) all costs incurred in cleaning the Equipment,
 (c) all costs of repairing any damage caused by;
 (i) the ordinary use of the Equipment,
 (ii) the negligence of the Client or the Client's agent,
 (iii) repairing or replacing flat or damaged fyres, track gear and wear items which the Client has used in conditions which the Supplier would reasonably consider adverse or abnormal:
 - (iv) variadism, or (in the Supplier's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client. the cost of fuels and consumables provided by the Supplier and used by the Client;

 - lost or excess hire fees the Supplier would have otherwise been entitled to for the
 - costs incurred by the Supplier would have otherwise been entitled to for the Equipment, under this, or any other hire agreement; costs incurred by the Supplier in picking up and returning the Equipment to the Supplier's premises if the Client does not return the Equipment to the Supplier's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so;
 - Client would do so; insurance excess payable in relation to a claim made by either the Client or the Supplier in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers

Wet Hire
"Wet Hire" shall mean that the Equipment is hired with an operator who shall at all times remain

- In the event of Wet Hire, the operator of the Equipment remains an employee of the Supplier 24.3 and operates the Equipment in accordance with the Client's instructions. As such the Supplier shall not be labe for any actions of the operator in following the Client's instructions. Indiess otherwise agreed to in writing between the parties, the Supplier shall not be deemed the principal contractor and shall not be obligated to maintain any contract works insurance cover or be responsible with regard to any work cover requirements (including, but not limited to, 24.4 compliancy under any relevant legislation or policy, etc.).

 The Client shall:

 (a) be responsible for ensuring that the Supplier is notified of the location of any underground search and the shall be considered in the Structure of th
- (b) provide amenities and first aid services to the Supplier's employees in compliance with all applicable work health and safety legislation in operation in the state where the services

application with relation and salary registration in operation in the state where the services are undertaken; and

(c) should the necessary for the Equipment to be towed in, or out of the Site, then the Client shall be responsible for all damage and/or salvage costs involving the Equipment and said costs shall be in addition to the Charges.

24.6 Notwitstanding that the operator of the Equipment is an employee or representative of the Supplier, the operator shall operate the Equipment in accordance with the instructions of the Client, and accordingly, the Client shall be liable for all responsibility and costs incurred as a result of the actions of the operator whilst following the Clients instructions. In the event the Client requires an employee of the Supplier to undertake a Site induction during working hours, the Client will be liable to pay the hourly charges for that period, notwithstanding that the Equipment is not being operated during such time. If any induction is undertaken outside of the hirte period, then the Client shall be liable to pay the Supplier standard (and/or overtime, 24.7 if applicable) hourly labour rate.

Damage Waiver
The hire Charge will include a charge for the damage waiver. The damage waiver is calculated as a percentage of the value of the total hire costs. Damage waiver is not insurance but is an agreement by the Supplier to limit the Client's liability in certain circumstances for loss, theft, or damage to the Equipment to an amount called the damage waiver excess fee. For the purpose of this clause the term "Equipment" does not include any tools, accessories, parts, grease gurs, hoses, electrical cords, lights, light globes, and other similar accessories, ground engaging tools, tracks, tyres, tubes, windscreens, mirrors, glass, and perspex. The Client is not required to pay the damage waiver fee from the date the Client produces a certificate of currency for an appropriate policy of insurance that covers loss, theft, or damage to the Equipment during the hire period where a certificate of currency required pursuant to the clause remains outstanding ("Unissured Period") and the Client is not entitled to any credit and/or reimbursement of the damage waiver fee charged and/or paid that relates to the Unissured Period. The Client is negonsible for any excess and any other costs associated with the Client his paid. The Client is responsible for any excess and any other costs associated with the Client has paid the damage waiver fee, the Supplier will waive it's right to claim 24.9 against the Client for loss, theft or damage to the Equipment.

Where the Client has paid the damage waiver fee, the Supplier will waive it's right to claim 24.9 against the Client for loss, theft or damage to the Equipment.

Where the Client has paid the damage waiver fee, the Supplier will waive it's right to claim 24.10 (b) the Client has pool the damage waiver fee, the Supplier will waive it's right to claim 24.10 (b) the Client has paid the damage waiver fee, the Supplier will waive it's right to claim 24.10 (b) the Client has paid the damage waiver fee, the Supplier will waive it's right to claim 24.10 (b) the Client has paid

clause 18: Even if the Client has paid the damage waiver fee, the Supplier will not waive its rights to claim 24.11 against the Client for loss, theft or damage to the Equipment and the damage waiver will not apply if the loss, theft, or damage has arisen from anything referred to in clause 18.

Cancelation

Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions: ("the Breaching Party") the other party may suspend or terminate the supply of Equipment on hire to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.

If the Supplier, due to reasons beyond the Supplier's reasonable control, is unable to the deliver any Equipment to the Client to the Supplier and candidate any time before the Equipment and conditions apply or cancel Delivery of the Equipment at any time before the Equipment and evidence of by drying written notice to the Client. On giving such notice the Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

The Client may cancel Delivery of the Equipment by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels Delivery in accordance with the states 21.3, the Client will not be liable for fave fourth of the supplier shall not be liable for fave fourth of the supplier shall not be liable for fave that the Client to otherwise accept Delivery of the Equipment that place the Client of the Supplier of the Supplier shall not be laved for a supplier in accordance with clause 7.5. Failure by the Client to otherwise accept Delivery of the Equipment that place the Client in breach of this Contract.

In the event that the Client.

(a) cancels the provision of Services or Equipment prior to the expiry of any specified hire term.

in the event must the upwards of Services or Equipment prior to the expiry of any specified hire term, then the Client shall be liable to pay for the provision of the Services or Equipment until the expiration of the hire term; or (b) fails to give notice of infention to cancel at least seven (7) days prior to the expiration date

of the hire contract, the hire contract shall automatically renew on a monthly basis unless cancelled by way of the Client providing the Supplier with seven (7) days' notice.

fault and Consequences of Default

Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well

the subplier's sole discretion's ucin interest shall compound monthly at such a rate) after as as before any judgment. If the Client owes the Supplier any money, the Client shall indemnify the Supplier from and against all costs and disbursements:

(a) incurred; and/or
(b) which would be incurred and/or
(c) for which by the Client would be liable;

(c) for which by the Client would be liable; in regard to legal costs on a solition and own client basis incurred in exercising the Supplier's rights under these terms and conditions, internal administration fees, the Supplier's contract 27.2 fees owing for breach of these terms and conditions, including, but not firmled to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or membles the Supplier may have under this Contract, if the Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client 28. shall be liable for the amount of the reversed transaction, in addition to any further costs incurred 28.1 by the Supplier under this clause 22 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract. Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unperformed and all amounts owing to the Supplier's hall, whether or not due for payment, become immediately payable in the event that:

that:

(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client

will be unable to meet its payments as they fall due; or the Client has exceeded any applicable credit limit provided by the Supplier; the Client becomes insolvent, convenes a meeting with its creditors or proposes or e

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Compliance with Laws

Compliance with Laws
The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services. 28.5 86.6

Privacy Policy

Privacy Policy
All emails, documents, images or other recorded information held or used by the Supplier is
Personal Information, as defined and referred to in clause 24.3, and therefore considered
Confidential Information. The Supplier acknowledges its obligation in relation to the handling,
use, disclosure and processing of Personal Information pursiant to the Privacy Act 1988 ("the
Act") Including the Part III Cof the Act being Privacy Amendment (Notifiable Data Breaches) Act
2017 (NDB) and any statutory requirements, where relevant in a European Economic Area
("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation
"CDPR") (collectively, "EU Data Privacy Laws"). The Supplier adxnowledges that in the event it
becomes aware of any data breaches and/or disclosure of the Client's Personal Information,
held by the Supplier that may result in serious harm to the Client, the Supplier will notify the
Client in accordance with the Act and for the GDPR. Any release of such Personal Information
must be in accordance with the Act and for the GDPR (where relevant) and must be approved by
the Client by written consent, unless subject to an operation of law.
Notwithstanding clause 24.1, privacy limitations will extend to the Supplier in respect of Cookies
where the Client utilises the Supplier's website to make enquiries. The Supplier aggrees to
display reference to such Cookies and/or similar tacking technologies, such as pixels and web
beacons (if applicable), such technology allows the collection of Personal Information such as
the Client's.

(a) IP address, browser, email client type and other similar relative.

- the Client's:

 (a) IP address, browser, email client type and other similar details;

 (b) tracking website usage and traffic; and

 (c) reports are available to the Supplier when the Supplier sends an email to the Client, so the 28.11 Supplier may collect and review that information' (collectively Personal Information') if the Client onsents to the Supplier suse of Cookies on the Supplier's website and later wishes to withdraw that consent, the Client may manage and control the Supplier's privacy controls via the Client's web proweer, including removing Cookies by deleting them from the browser history when exiting the site.

- The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Supplier. The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

 (a) to assess an application by the Client, and/or

 (b) to notify other credit providers of a default by the Client; and/or

 (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers, and/or

 (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.

- (d) to assess the creditivorthiness of the Client including the Client's repayment history in the preceding two (2) years.

 The Client consents to the Suppler being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit. The Client grees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):

 (a) the provision of Equipment; and/or

 (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Equipment; and/or

 (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client and/or

 (d) enabling the collection of amounts outstanding in relation to the Equipment.

 The Supplier may give information about the Client to a CRB for the following purposes:

 (a) to obtain a consumer credit report;

 (b) allow the CRB to create or maintain a credit information file about the Client including credit hisboy.

- history, information given to the CRB may include: Personal Information as outlined in 24.3 above; name of the credit provider and that the Supplier is a current credit provider to the Client; whether the credit provider is a licensee;
- type of consumer credit.

 details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested), advice of consumer credit defaults (provided the Supplier is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments o outstanding monies which are overdue by more than sixty (60) days and for which writter notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of
- payments); information that, in the opinion of the Supplier, the Client has committed a serious credit
- advice that the amount of the Client's overdue payment is equal to or more than one (h)
- (h) advice that the amount of the clients overture payments account and the dates (\$150).

 The Client shall have the right to request (by e-mail) from the Supplier:

 (a) a copy of the Personal Information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and

 (b) that the Supplier does not disclose any Personal Information about the Client for the
- (b) that the Supplier does not disclose any Personal Information about the Client for the purpose of direct marketing. The Supplier will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within intry (30) days of receipt and will take all reasonable steps to make a decision as to the complaint within thin's (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at twww opic rows. to the Information Commissioner at www.oaic.gov.au

Service of Notices

written notice given under this Contract shall be deemed to have been given and received: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract;

by sending it for resolutes on site of the address of the other party as stated in this Contract; if sent by facsimile the ransmission to the fax number of the other party as stated in this Contract (if any), or receipt for confirmation of the transmission; if sent by email to the other party is last known email address, notice that is expected that the contract of the party is the party in the party in the party is the party in the party is the party in the party in the party in the party is the party in the party in the party in the party is the party in the party i

at the time when by the ordinary course of post, the notice would have been delivered

ISIS

We Client at any time upon or subsequent to entering into the Contract is acting in the capacity
rustee of any trust or as an agent for a trust ("Trust") then whether or not the Supplier may
re notice of the Trust, the Client covenants with the Supplier as follows:
the Contract extends to all rights of indemnity which the Client now or subsequently may

- use contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund; the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust on to proport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
- indemnity:

 the Client will not during the term of the Contract without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

 (i) the removal, replacement or retirement of the Client as trustee of the Trust;

 - any alteration to or variation of the terms of the Trusi (iii) any advancement or distribution of capital of the T (iv) any resettlement of the trust fund or trust property

Building and Construction Industry Security of Payment Act 2002
At the Supplier's sole discretion, if there are any disputes or claims for unpaid Equipment and/or Services then the provisions of the Building and Construction Industry Security of Payment Act

Services renties processors.

2002 may apply a 2002 may apply in this Contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted by the Act where applicable.

General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, evistence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

28.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria, the state in which the Supplier has its principal place of business and are subject to

of Vidding, the state in which the coupling has no principle phase of based and all of the purishing has the jurishing for the courts in that state.

The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the

Client.

The Client cannot assign or licence without the written approval of the Supplier.

The Supplier may elect to subcontract out any part of the provision services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.

The Client agrees that the Supplier may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Equipment on hire to the Client.

or otherwise at such time as the Client makes a further request for the Supplier to provide Equipment on hire to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited b, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to the Supplier, once the parties agree that the Force Majeure event has ceased. Both parties warrant that they have the power to entire into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates briding and valid legal obligations on them.

The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract. If part or all of any term of this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract contract.

terms of this Contract.