

1 Reading Guide

- 1.1 Accepted Order means the Client taking possession of the Equipment.
- 1.2 ACL means the Australian Consumer Laws.
- 1.3 Approved Payment Method means a payment by cash, cheque, bank cheque, electronic banking or credit card.
- 1.4 Cancellation means the cancellation of a Hire Order after it has been accepted by the Supplier;
- 1.5 Consequential Loss means the loss or expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay or any consequential special or indirect loss or damage whether or not the possibility of potential extended loss or damage was known or foreseeable and whether arising from a claim under indemnity, contract, tort (excluding negligence) statute or otherwise.
- 1.6 Credit Account means the credit facility given by the Supplier to the Client (if any).
- 1.7 Delivery Site means the place that the Client tells the Supplier to deliver the Equipment to.
- 1.8 Dry Hire means the hire of equipment under the exclusive direction and control of the Client.
- 1.9 Equipment means all equipment provided by the Supplier to the Client pursuant to these Supply Terms.
- 1.10 Hire means the use of the Equipment by the Client pursuant to these Supply Terms.
- 1.11 Hire Orders means a request, howsoever made, by the Client to the Supplier to hire the Equipment.
- 1.12 Hire Term means the period that the Client shall be allowed to use the Equipment under these Supply Terms.
- 1.13 PPSA means the Personal Properties Securities Act 2009 and PPSR means the Register created by that Act.
- 1.14 Price means the amount agreed to be paid to the Supplier by the Client for the Hire and any consumables supplied to the Client and any other moneys payable by the Client to the Supplier under these Supply Terms.
- 1.15 Supplier means A1 Skips Pty Ltd ACN 609 861 869 its successors and assigns or any person acting on behalf of and with its authority.
- 1.16 Supply Terms means these terms and conditions and any other terms and conditions of quotation hire or supply notified by the Supplier to the Client (whether on an invoice, quotation, order form, hire form, through the Supplier's website, docket or otherwise) or supply agreement (howsoever described) and any document said to be part of these terms and conditions.

2 Hire Orders

- 2.1 All Hire Orders are subject to these Supply Terms and the Client shall be bound by these Supply Terms on placing a Hire Order or when an Accepted Order occurs. These Supply Terms shall over ride any terms that the Client may seek to impose on the Supplier.
- 2.2 Any Hire Order is an offer by the Client and is not binding on the Supplier until it is accepted in writing by the Supplier or an Accepted Order has occurred.
- 2.3 The Supplier may give written notice of Cancellation to the Client at any time before there is an Accepted Order. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Hire but shall not be liable for any loss or damage whatsoever suffered by the Client arising from the Cancellation.
- 2.4 If the Client gives a written notice of Cancellation to the Supplier the Client shall be liable to the Supplier for its Consequential Loss if the Cancellation is accepted by the Supplier.

3 Hire Term

- 3.1 The Hire Term commences at the time that the Supplier delivers the Equipment to the Delivery Site.
- 3.2 The Hire Term ends when the Equipment is back in the Supplier's control or possession and includes weekends and public holidays.
- 3.3 Where the Supplier stipulates a minimum period of Hire the Client agrees to pay for that period regardless of the period that the Client has possession of the Equipment.

4 Payment

- 4.1 If the Client has a Credit Account with the Supplier, in the absence of any other arrangement, the Client authorises the Supplier to charge the Price to the Credit Account.
- 4.2 If the Client does not have a Credit Account with the Supplier then the Client must pay the Price before the Accepted Order is completed by an Approved Payment Method.
- 4.3 The Supplier may at its discretion ask the Client to pay the Price by instalment (including a non refundable deposit) and if so those payments must be paid at the time stipulated by the Supplier by an Approved Payment Method.
- 4.4 Where the Client has requested the Supplier to charge the Price to a credit card then the Client authorises the Supplier to charge any moneys payable under these Supply Terms and additionally a surcharge of 1.5% on those monies to the credit card without further authority.
- 4.5 If the Client fails to make any payment to the Supplier by the due date the Supplier may charge interest at a rate of 5% above the Reserve Bank Cash Rate calculated daily and compounded monthly but in no circumstances will the interest charge exceed 20% per annum
- 4.6 All costs and expenses associated with recovering any moneys owed to the Supplier by the Client under these Supply Terms (including but not limited to legal costs on an indemnity basis) are to be paid by the Client to the Supplier.

- 4.7 If any payment is made by the Client to the Supplier and that payment is subsequently dishonoured the Client shall immediately pay that amount to the Supplier together with any additional costs or expenses incurred by the Supplier as a consequence of the payment being dishonoured.

5 Delivery

- 5.1 The cost to deliver the Equipment to the Delivery Site is included in the Price but if the Supplier cannot effect delivery because of a fault of the Client then the Client shall pay the Supplier's then stated cost of delivery.
- 5.2 Any date or time specified by the Supplier for delivery is an estimate only and the Supplier shall not be liable to the Client for late delivery and the Client shall have no rights to refuse delivery.
- 5.3 The Client must give the Supplier safe and adequate access to the Delivery Site for the delivery and must ensure that it is ready for the safe off-loading of the Equipment and the Delivery Site has ground conditions (which may include supporting structures) to adequately support the Equipment (and its maximum load capacity) and that all overhead and in ground services at the Delivery Site are located and proper steps taken to ensure the safe use of the Equipment.

6 Return

- 6.1 The cost of the collection of the Equipment from the Delivery Site is included in the Price but if the Supplier cannot effect collection because of a fault of the Client then the Client shall pay the Supplier's the stated cost of collection.
- 6.2 When the Supplier is notified by the Client that the Equipment is ready for collection the Equipment must be available for collection during business hours from that time. If the Equipment cannot be collected by the Supplier then the Hire Period shall continue until the Supplier can effect collection.

7 Risk

- 7.1 The risk of any loss or damage to or deterioration of the Equipment from any cause whatsoever passes from the Supplier to the Client when the Client takes possession of the Equipment or otherwise if:
- (a) the Supplier delivers the Equipment and unloads them at the Delivery Site, when the Supplier has finished unloading the Equipment; or
 - (b) if the Client requests the Supplier to deliver the Equipment to an unattended location or the Delivery Site is closed when the Equipment is unloaded and it will left there at the Client's sole risk.
- 7.2 The Client is liable for and indemnifies the Supplier against any and all loss or theft of, or damage beyond fair wear and tear to the Equipment including any costs the Supplier incurs in recovering and repairing or replacing (the full new replacement cost of the Equipment) and Hire charges for the period in which the Equipment is being recovered and repaired or replaced as well as any and all loss, damage liability, claim cost and expense of any kind whether incurred by or awarded against the Supplier arising from the Client's breach of the agreement or use of the Equipment. If directed by the Supplier the Client must take out and maintain insurance for the Hire Term against this risk.

8 Client's Obligation

- 8.1 The Client agrees that it has satisfied itself before the hiring the Equipment that it is suitable for the Client's intended use and subject to clause 9.1 the Supplier makes no representation or warranty as to the suitability of the Equipment for the Client's intended use.
- 8.2 The Client shall:
- (a) ensure that the Supplier has clear and free access to the Delivery Site at all times and if access to the Delivery Site is required through or from a neighbouring property then the Client is responsible for obtaining their consent and the Supplier shall proceed on the basis that the consent has been obtained;
 - (b) obtain any necessary approvals and pay any applicable fees required to use the Equipment including but not limited to the local council or a body corporate;
 - (c) notify the Supplier if the client is not aware of anything, fact or circumstances about the Delivery Site or access to the Delivery Site that could give rise to any danger to the Supplier's Personnel or vehicles (and if no notice warrants to the Supplier that there is no danger);
 - (d) accept that the delivery and collection of the Equipment involves heavy machinery which may damage nature strips, curbing, pathways, driveways and concrete or paved areas and that the Supplier is not liable for any loss or damage so caused and that the Client is responsible for any necessary rectification or reinstatement;
 - (e) not move the Equipment from its delivered location;
 - (f) provide any warning or protection needed so that third parties do not collide with the Equipment or risk colliding with the Equipment once delivered.
 - (g) only use the Equipment in accordance with the directions of the Supplier;
 - (h) use the Equipment strictly in compliance with any instructions given to the Client by the Supplier or accompanying the Equipment and never in excess of the manufacturer's rated load or carrying capacity or other stated limitations;
 - (i) ensure the Equipment is not filled to a level exceeding the wall height of the Equipment or the maximum allowable weight as advised by the Supplier;
 - (j) not, without the written consent of the Supplier put in the Equipment any free flowing liquid, viscous materials, asbestos, materials containing asbestos, contaminated waste, putrescible waste, chemicals, wet paint, tyres, gas bottles containing gases, medical waste, food scraps, fuel, oil, explosives, liquid concrete or materials which otherwise are toxic, dangerous, hazardous or noxious;
 - (k) only place property owned by the Client in the Equipment and the Client acknowledges that the property in the contents of the Equipment passes to the Supplier on collection;
 - (l) not light fires in or near the Equipment; and

- (m) comply with all Environmental Protection laws applicable to the use of the Equipment or the materials to be placed in the Equipment including their lawful disposal and pay any fines or penalties that may apply if not.

8.3 If the Equipment is damaged the Client must:

- (a) immediately notify the Supplier;
- (b) stop using the Equipment and ensure that it does not sustain any further damage;
- (c) prevent the Equipment from causing any injury or damage to any person or property;
- (d) not repair or attempt to repair the Equipment without the Supplier's prior written consent; and
- (e) if it is as a result of the Client's negligence or breach of these Supply Terms the Client shall pay for the costs associated with repair or replacing the Equipment and for the rental charges for the period during which the Equipment is being repaired or replaced.

9 Warranties and Existing Damage

- 9.1 The Supplier warrants only that the Equipment is in working order and does not warrant that the Equipment is fit for a particular purpose and, except or unless otherwise stated in these Supply Terms, warranties relating to title, defects or conformity of the Equipment are expressly excluded where permitted by law and that risk in the Equipment is the Client's risk.
- 9.2 The Client shall inspect the Equipment at the start of the Hire Term and notify the Supplier of any existing damage to the Equipment and have that noted on the Hire Agreement otherwise any damage to the Equipment on its return into the Supplier's possession shall be deemed to have occurred during the Hire Term.

10 Exclusion of Implied Terms

- 10.1 The Client may have the benefit of consumer guarantees under the ACL and otherwise. To the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Supply Terms or in connection with the supply of any Equipment or Services by the Supplier to the Client under law, statute, custom or international convention are excluded.

11 Exclusion from Consumer Contracts

- 11.1 If the Client is an individual hiring Equipment wholly or predominantly for personal domestic or household purposes clauses 12 and 16.1 (24 hours termination only) are excluded and these Supply Terms cannot be varied.

12 Limitation of Liability under ACL Guarantees

- 12.1 To the extent that Equipment supplied by the Supplier are not Equipment of a kind ordinarily acquired for personal, domestic or household use and the Client is deemed to be a consumer for the purpose of Section 64A of the ACL, the Client agrees that the Supplier's liability for a failure to comply with a consumer guarantee that the Client may have a benefit of under the ACL (other than a guarantee under sections 51 (Title), 52 (Undisturbed Possession) and 53 (Undisclosed Securities) is limited to at the option to the Supplier to one or more of these:

- (a) replacement of the Equipment or the Supply of equivalent Equipment;
- (b) the repair of the Equipment;
- (c) the payment of the costs of replacing the Equipment or of acquiring equivalent Equipment; or
- (d) equivalent Equipment or payment of the costs of having the Equipment repaired.

12.2 To the extent that the Services provided by the Supplier are Services other than Services of a kind ordinarily required for personal, domestic or household use or consumption, the Supplier's liability for failure to comply with the consumer guarantee that the Client may have the benefit of is limited to, at the option of the Supplier:

- (a) the supply of the Services again; or
- (b) the payment of the fair cost of having the Services provided again.

13 Limitation of Liability

13.1 To the maximum extent permitted by law and subject to clauses 10 and 12 the Supplier's total liability arising out of or in connection with his performance or his obligations pursuant to these Supply Terms or arising out of or in connection with the supply of specific Equipment or Services (including pursuant to or for any breach of these Supply Terms or repudiation of those, under statute or in equity or for tort, including negligent acts or omissions) is limited as follows:

- (a) the Supplier shall have no liability to the Client to any Consequential Loss;
- (b) the Supplier's total aggregate liability for loss, however arising shall not exceed the GST exclusive aggregate price paid by the Client to the Supplier for the specific Equipment or Services that gave rise to the loss in question. Limitation exclusions on this clause do not apply to the extent that any loss is directly attributable to:
 - (i) the personal injury or death caused by the Supplier's default, breach of these Supply Terms or negligence; or
 - (ii) fraud by the Supplier.

13.2 Each party must take reasonable steps to mitigate any loss it suffers or incurs.

14 Title and Personal Property Securities Act (2009 ("PPSA"))

14.1 The Supplier owns the Equipment and the rights of the Client to use the Equipment is as bailee only and the Client shall not do anything inconsistent with the Supplier's right of ownership or in any way deal with the Equipment except as provided by these Supply Terms.

14.2 The Supplier is irrevocably entitled to at any time, and from time to time before the return of the Equipment to the Supplier, to enter any of the Client's premises, vehicle or vessels to inspect or to recover and retake possession of the Equipment and otherwise in relation to the Equipment exercise any of its rights conferred by common law, contract, statute in any way. If the Equipment is held by a third party then the Client shall obtain the consent of that third party so that the Supplier may

exercise its rights under this clause and shall indemnify the Supplier and its agents for any liability arising from the exercise of those rights.

- 14.3 The Supplier's rights set out in these Supply Terms where applicable constitute the grant of a purchase money security interest (PMSI) by the Client in favour of the Supplier for the purposes of the PPSA.
- 14.4 The Client must immediately, if requested by the Supplier sign any documents, provide all necessary information and do anything else required by the Supplier to ensure that the Supplier's PMSI is a perfected security interest under the PPSA.
- 14.5 The Client will not enter into any security agreement that permits any other person to have or to register any security interests in respect of the Equipment or any proceeds from the sale of the Equipment until the Supplier has perfected its PMSI under the PPSA.
- 14.6 In this clause collateral, financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 14.7 Upon assenting to these Supply Terms in writing the Client acknowledges and agrees that these Supply Terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment or collateral being a monetary obligation of the Client to the Supplier for Services that have previously been supplied and that will be supplied in the future by the Supplier to the Client.
- 14.8 The Client undertakes to:
- (a) promptly sign any further documents or provide any further information (such 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 PPSR;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in this sub- clause;
 - (b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Equipment so charged ;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment or collateral in favour of a third party without the prior written consent of the Supplier;
 - (e) immediately advise the Supplier of any material change in its business practices of selling the Equipment which would result in a change in the nature of proceeds derived from such sales.
- 14.9 The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Supply Terms.

- 14.10 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3) (d) and 132(4) of the PPSA.
- 14.11 The Client waives their rights as a grantor or a debtor under sections 142 and 143 of the PPSA.
- 14.12 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.
- 14.13 The Client must unconditionally ratify any actions taken by the Supplier under clauses 14.8 to 14.10.
- 14.14 Subject to any express provisions to the contrary nothing in these Supply Terms is intended to have the effect of contracting out of any of the provisions of the PPSA.

15 Security and Charge

- 15.1 The Client charges all of the Client's right, title and interest in all present and after-acquired property and present and after-acquired land held by the Client, to secure the payment of all amounts due and payable under these Supply Terms (Secured Monies). The Client consents to the Supplier lodging a caveat or caveats or to registering the Supplier's security interest on the PPSR to note the Supplier's interest under this clause.
- 15.2 On demand by the Supplier, the Client will immediately provide any information, or do any action required by the Supplier, including executing a mortgage or any other instrument of security, in terms satisfactory to the Supplier to further secure payment of the Secured Monies.
- 15.3 The Client irrevocably appoints the Supplier and, any person nominated by the Supplier severally, the attorney of the Client with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
- 15.4 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on an indemnity basis incurred in exercising the Supplier's rights under this clause.

16 Termination

- 16.1 The Supplier may terminate the Hire without reason on twenty-four (24) hours' notice and may terminate the Hire without notice if the Client breaches these Supply Terms, ceases to carry on business or if the Supplier has reason to suspect that the Client is unable to pay its debts when they fall due or enters into any insolvency arrangements.
- 16.2 On termination of the Hire the Supplier is entitled to immediate possession of the Equipment and the Client must do all things to allow the Supplier to get possession of the Equipment and do nothing to stop or hinder that.

17 GST

- 17.1 If the Supplier has any liability to pay Equipment and Services Tax (GST) on the supply of any Equipment or Services to the Client, the Client must pay the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Equipment or Services (unless the consideration for that Supply is expressed specifically to be GST inclusive).

18 Privacy

- 18.1 The Supplier will comply with the Australian Privacy Principles in all dealings with the Client.
- 18.2 The Supplier may need to collect personal information about the Client and, if applicable its Directors, including but not limited to full names and addresses, drivers licence details, credit card details, dates of birth and credit or business history (the Personal Information).
- 18.3 The Client consents to the Supplier using the Personal Information in order to:
- (a) satisfy itself as to the Client's credit worthiness or exercising the Supplier's rights under clauses 14 and 15;
 - (b) provide Equipment and Services to the Client;
 - (c) prevent the theft of the Equipment;
 - (d) enter into contracts with the Client or third parties; and
 - (e) market to the Client and maintain a business relationship with the Client.
- 18.4 The Client consents to the Supplier disclosing the Personal Information to:
- (a) any credit provider or credit reporting agency for the purpose of obtaining or giving information about the Client including its credit or business history or the Client's commercial activities or creditworthiness generally;
 - (b) the Supplier's service providers, contractors and affiliated companies from time to time to help improve and market the Supplier's services to the Client; and
 - (c) any lawyers or mercantile agents to enforce any of the Supplier's rights against the Client or to any prospective guarantor if the Client proposes a replacement or additional guarantor.
- 18.5 The Client has a right to access the Personal Information the Supplier holds about the Client and copies of the Supplier's Credit Product Privacy Policy and Credit Reporting Policy are available upon written request made to the Supplier.

19 Claim for Payment

- 19.1 If applicable a claim for moneys owed under these Supply Terms are a claim for payment under the Building Constructions and Payments Act 2004 (QLD), the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building Construction and Secured Payment Act 2002 (VIC), the Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry (Security of Payment) Act 2009 (ACT), the Building and Construction Industry and Security of Payment Act 2009 (TAS) and the Construction Contracts (Security of Payments) Act 2009 (NT).

20 Acknowledgements

- 20.1 The Client acknowledges and agrees that:
- (a) the Hire is a Dry Hire;

- (b) the Hire is personal to the Client and the Equipment must only be used for the manufacturer's intended use and not used by any other person or removed from the jurisdiction;
- (c) the failure by the Supplier to enforce any provision of these Supply Terms shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision;
- (d) if any part of these Supply Terms is void or unenforceable, it may be severed without affecting the enforceability of any other part;
- (e) a breach of these Supply Terms is a breach of the Credit Terms (if applicable);
- (f) where the law permits the Supplier shall be under no liability whatsoever to the Client for any Consequential Loss suffered by the Client from a breach by the Supplier of these Supply Terms;
- (g) the Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute;
- (h) the Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent; and
- (i) it must pay any stamp duty assessed on this document or the transactions contemplated by it or fee to any Register or maintain any security interest held or to be held by the Supplier under these Supply Terms.

21 General

- 21.1 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.2 The Client shall, until title in the Equipment has passed, give the Supplier not less than fourteen (14) days prior written notice of any proposed change affecting the structure, management, ownership or control of the Client including its ACN, ABN or any details required on the PPSR or any other change in the Client's Contact Details.
- 21.3 Electronic signatures shall be accepted providing that the persons signing have complied with the Electronic Transactions Act 2000 (NSW).
- 21.4 These Supply Terms and any contract, agreement or transaction to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of Tweed Heads, New South Wales.