GENERAL TERMS OF HIRE FOR EQUIPMENT

1. DEFINITIONS

Owner/United/we - means United Rentals Australia Pty Ltd ABN 38 069 244 417.
Customer/you - means the person or entity hiring the Equipment as named in the Hire Schedule.
Additional Terms - means any Additional Terms of Hire For Equipment applicable to certain items of Equipment as determined by the Owner.
Australian Consumer Law - means Schedule 2 of the *Competition and Consumer Act 2010*.
Equipment - means the items for hire listed in the Hire Schedule.
Fees - means the fees and charges payable by the Customer under these Terms for the hire of the Equipment.
Hire Contract - means the Terms together with the Hire Schedule, the credit account application, the RPP Terms Addendum, and any Additional Terms.
Hire Period - means the period of time specified in the Hire Schedule.
Hire Schedule - means the document provided by the Owner to the Customer which includes details of the Equipment hired, the Fees, the Hire Period, and other administrative details.
Intellectual Property Rights – means all existing and future copyright, registered and unregistered trade marks, designs, all rights in relation to inventions or discoveries (including patents), telemetry data, mobile applications produced by the Owner for use by the Customer, semiconductor and circuit layout rights, trade names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this Hire Contract, including all applications to register, renewals and extensions of these rights, both in Australia and throughout the world.
Off-Hire – has the meaning, and is subject to the procedure, specified in clause 6.1(b).
Rental Protection Plan (RPP) - has the meaning set out in clause 11.
Operator - means an employee or agent of the Owner supplied to the Customer to install, operate or maintain the Equipment.
PPSA - means the *Personal Property Securities Act 2009* (as amended) and any other legislation and regulations in respect of it.
Related Body Corporate - has the same meaning as in the Corporations Act 2001.
RPP Terms Addendum – means the Rental Protection Plan Terms Addendum to these Terms.
Terms - means these General Terms of Hire for Equipment, as amended from time to time.

2. HIRE OF EQUIPMENT

2.1 By accepting delivery of, or using the Equipment, or making payment to United for the Equipment, the Customer agrees to be bound by these Terms and the Hire Contract.
2.2 United agrees to hire the Equipment to the Customer subject to the Hire Contract.
2.3 The Hire Contract sets out the terms of the hire agreement between United and the Customer. The provision or acceptance of a Hire Schedule shall not form a separate agreement, but shall constitute part of this Hire Contract.
2.4 Unless expressly agreed otherwise by United in writing, these Terms override and supersede any agreement or understanding between the parties and any other documents, including, without limitation, any terms and conditions contained in a purchase order.

3. HIRE PERIOD

3.1 The Customer is entitled to use the Equipment for the period of time specified in the Hire Schedule. Any variation to this period must be agreed by the Owner.
3.2 The Hire Period commences at the earlier of when the Customer collects or takes possession of the Equipment or when the Owner delivers the Equipment to the Customer.
3.3 The Hire Period ends when the Equipment is in the Owner's possession or the Equipment is Off-Hire.

4. TITLE TO EQUIPMENT

4.1 At all times, and in all circumstances, United owns and retains title to the Equipment hired to the Customer (even if the Customer goes into liquidation or becomes bankrupt during the Hire Period). The rights of the Customer to use the Equipment are as a bailee only. In no circumstances will the Equipment become, or be deemed to be, a fixture.
4.2 The Customer must not offer, sell, assign, sub-let, mortgage, charge, grant any interest or lien over, or otherwise deal with the Equipment in any way.
4.3 The Customer must not, without the Owner's written permission, move the Equipment out of position or move the Equipment to another site. Any expense of moving will be an additional charge to the Customer.
4.4 The Customer acknowledges that the Owner may hire or lease Equipment from a third party (**Third Party Owner**), and if this occurs, title in the Equipment remains with the Third-Party Owner.

5. PPSA

5.1 Despite anything else in this Hire Contract, without the express written consent of the Owner, the Hire Period (including any option or extension of it) must be less than 2 years.
5.2 This clause applies only to the extent that this Hire Contract provides for a 'Security Interest', or creates a 'PPS Lease', as those terms are defined in the PPSA for the purposes of the PPSA.
5.3 The Customer must do anything (such as obtaining consents and signing documents) which the Owner reasonably requires for the purposes of ensuring that the Owner's security interest is an enforceable, perfected, first priority and otherwise effective under the PPSA.
5.4 The Owner may register any actual or impending security interest in any manner it considers appropriate.
5.5 The rights of the Owner under this Hire Contract are in addition to, and not in substitution for, the Owner's rights under other law (including the PPSA) and the Owner may choose whether to exercise rights under this Hire Contract, and/or under any other law, as it sees fit.
5.6 To the extent that Chapter 4 of the PPSA applies to the security interest under this Hire Contract, and the PPSA requires the Owner to give a notice or allow time or provide any account to the Customer, the parties agree that to the extent allowable under the PPSA that requirement does not apply and, for the purposes of s.115 of the PPSA it is "contracted out" of this Hire Contract in respect of all goods to which that section can be applied. Provisions of the PPSA confer rights on the Owner. The Customer agrees that in addition to those rights, the Owner will, if there is default by the Customer, have the right to seize, purchase, take possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this Hire Contract and the

Customer agrees that the Owner may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.

5.7 The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under s.157 of the PPSA. The parties agree not to disclose information of the kind that can be requested under s.275 (1) of the PPSA. The Customer must do everything necessary on its part to ensure that s.275 (6) (a) of the PPSA continues to apply. The agreement in this sub-clause is made solely for the purposes of allowing the Owner the benefit of s.275(6) (a) and the Owner will not be liable to pay damages or any other compensation or be subject to injunction if the Owner breaches this sub-clause.

5.8 The Customer must not create, purport to create or permit to be created any security interest in the Equipment other than with the express written consent of the Owner.

5.9 The Customer warrants that any Equipment or materials hired from the Owner are not hired predominantly for personal, domestic or household purposes.

5.10 The Customer must not lease, hire, bail or give possession (sub-hire) of the Equipment to anyone else unless the Owner (in its absolute discretion) first consents in writing.

6. FEES AND OTHER CHARGES

6.1 The Customer agrees to pay the following Fees to the Owner:

(a) HIRE: The hire charges set out in the Hire Schedule. The Customer is not entitled to any discount or refund if the Equipment is not used by the Customer for any part of the Hire Period unless the Owner explicitly agrees otherwise in writing. The Owner reserves the right to increase the Fees to recover any increases to its costs or arising from changes to the law;

(b) When the Customer no longer requires the Equipment and it is available for collection by the Owner, it must contact the local branch by 5.00pm on the day before the Off-Hire date. The Owner will issue an Off-Hire reference number which must be recorded and kept by the Customer. Provided the Off-Hire number is allocated no later than 5.00pm on the day before the Off-Hire date, the Equipment is available for collection, and the Owner has safe access to collect the Equipment in easily identified and accessible area, hire charges will cease from the Off-Hire date. If the Owner is unable to collect the Equipment, or the Equipment is not ready to be collected, for whatever reason, hire charges will continue to apply until the Owner is able to collect the Equipment;

(c) CONSUMABLES: Unless otherwise specified in the Hire Schedule, the reasonable cost of consumables and fuel provided by the Owner and/or used by the Customer during the Hire Period;

(d) TAX AND GOVERNMENT CHARGES: GST and all other applicable taxes, duties, levies, penalties, road tolls, and any other government charges arising out of the Hire Contract. This includes any fines or penalties arising out of the Customer's use or transport of the Equipment;

(e) CREDIT CARD PAYMENTS: Any charges for accepting payments by credit card;

(f) DELIVERY & INSTALLATION: If the Customer requires the Owner to deliver, collect or install the Equipment, the Customer shall be liable for the cost of delivery, collection, installation, mobilisation, demobilisation, transport, packing, crating, changing out, site access costs, and any site induction charges. If the Owner incurs costs for the collection of the Equipment at the end of the Hire Period, and the Equipment is not ready for collection, or if the Owner incurs costs for the delivery of Equipment at the beginning of the Hire Period, and the Equipment can't be delivered in accordance with the Customer's instructions, the Customer shall be liable to the Owner for such collection and delivery costs;

(g) LATE RETURN OF EQUIPMENT: If the Equipment is not in readiness for collection by the Owner, or has not been returned to the Owner, by the end of the Hire Period, the Customer will be charged a minimum of an additional full day's hire for every day, or part day, that the Equipment is late, plus any costs incurred under clause 6.1(b);

(h) RENTAL PROTECTION PLAN (**RPP**): If applicable, the RPP fee as set out in clause 11;

(i) CLEANING & REPAIRS: If the Customer does not return the Equipment in clean and good working condition, or if the Equipment needs to be pumped out and/or cleaned at the end of the Hire Period, the Customer will be charged for the cleaning and repair of the Equipment;

(j) LABOUR: Any additional labour charges for overtime, loadings, penalties, allowances, shift work, weekends, standby, public holidays, meals, travel and accommodation, payable to Operators in accordance with their terms of engagement;

(k) TRAINING – If you request training on the use of Equipment which is provided by the Owner's employees, labour charges will be payable;

(l) ENVIRONMENTAL CHARGE: May be payable where detailed in the Hire Schedule to promote a clean environment and/or to comply with government regulations;

(m) LATE PAYMENT: If a Customer does not pay the amount of invoiced Fees by the payment due date, an administrative fee of 2% per month on outstanding Fees may be imposed to cover the costs to the Owner from the late payment. In addition, the Customer will be liable to indemnify the Owner for all expenses and legal costs incurred by the Owner as a result of the Customer's failure to pay the Fees by the payment due date.

6.2 Customers with a credit account with the Owner are required to pay all Fees within 30 days of the invoice date.

6.3 The Owner is entitled to set off any amount it owes the Customer, against any amount that the Customer, or any of the Customer's Related Bodies Corporate, owes the Owner.

7. OBLIGATIONS OF THE PARTIES

7.1 POSSESSION AND USE BY CUSTOMER: The Hire Contract is personal to the Customer and the Customer will not, without the express written consent of the Owner:

(a) Allow any other person or entity to use or have possession of the Equipment at any time during the Hire Period;

(b) Sub-hire or cross hire the Equipment to a third party without the Owner's written consent;

(c) Use the Equipment off-shore, underground or in a mine, in an area where friable asbestos is present, or move the Equipment over water;

(d) Remove the Equipment from the State or Territory in which it was hired.

7.2 OPERATION OF EQUIPMENT BY CUSTOMER: The Customer agrees that at all times it will, at its own cost:

(a) Operate the Equipment safely, strictly in accordance with all laws, including environmental laws, only for the purpose for which it was designed by the manufacturer, and in accordance with the manufacturer's instructions and manuals;

(b) Ensure persons operating the Equipment are deemed competent, suitably trained, or instructed in its safe and proper use and where necessary hold a current certificate of competency and/or are licensed to use it;
(c) Display, maintain and draw attention to safety signs and instructions (as required by law), ensure that instructions are observed and signs are not removed or defaced;
(d) Maintain appropriate records of any servicing or maintenance carried out on the Equipment, and a weekly running sheet of the Equipment in a form acceptable to the Owner which shows the level of usage by the Customer. The Customer is responsible for performing daily pre-starts on the Equipment and reporting any faults to the Owner prior to using the Equipment and in any event within 24 hours;
(e) Ensure all persons operating the Equipment wear suitable clothing and protective equipment and are not under the influence of drugs or alcohol;
(f) Conduct a site hazard assessment prior to using the Equipment at a site;
(g) Check and maintain all fuel, fuel additives, fluid and lubrication requirements for the Equipment on a daily basis, and in accordance with the manufacturer's instructions, and the adhesive signage on the Equipment;
(h) Use only fuel, oil, coolant and lubricants specified by the Owner or the manufacturer.

7.3 INSTALLATION AND OPERATION OF EQUIPMENT BY OWNER: If the Owner installs the Equipment, or supplies an Operator with the Equipment, then for that relevant part of the Hire Period:
(a) The Operator will work in co-operation with the Customer who must consult with and fully brief the Operator on the proposed task, the site, site conditions, matters affecting the health and safety of the Operator and other relevant matters including information requested by the Owner;
(b) The Customer will not allow any other person to operate the Equipment without the Owner's prior written consent;
(c) The Owner will ensure that its Operators are appropriately trained and possess all required licences to operate the Equipment;
(d) The Owner will not be liable to the Customer for any acts or omissions of the Operator where they are acting under the Customer's direction or control.

7.4 SAFEKEEPING & CLEANING: The Customer must, at its own cost, ensure that during the Hire Period (and until the Equipment is in the Owner's possession) the Equipment is:
(a) Stored safely and securely and is protected from theft or seizure;
(b) Not contaminated with any hazardous substances (including asbestos). The Customer must advise the Owner of any risks of hazardous substance contamination to the Equipment as soon as it becomes apparent. Where Equipment may have been subjected to contamination, Customer must effectively decontaminate the Equipment, as well as provide Owner with written details of decontamination processes applied. If, in the Owner's reasonable opinion, the Equipment is not capable of being decontaminated, the Customer agrees to pay for the replacement cost of the Equipment;
(c) Emptied of waste.

7.5 ALTERATION AND IDENTIFYING MARKS: The Customer must not:
(a) Alter, modify, or tamper with the Equipment without the Owner's prior written consent;
(b) Alter, remove, deface or erase any identifying mark, plate, number, notices or safety information on the Equipment;
(c) Remove fuel or oil tank caps, bund plugs or seals from the Equipment.

7.6 SUITABILITY: The Customer is deemed to be satisfied as to the suitability, condition and fitness for purpose of the Equipment unless the Owner is otherwise notified within 24 hours of the commencement of the Hire Period;

7.7 INSPECTIONS: The Customer consents to the Owner inspecting the Equipment from time to time during the Hire Period. In addition, the Customer may arrange a joint inspection with the Owner at the end of the Hire Period;

7.8 SAFE LOADING:
(a) The Customer will safely secure all Equipment (or items loaded in or on the Equipment) loaded in or on the Customer's vehicle;
(b) Any specifications, dimensions or weights of the Equipment provided by the Owner are indicative in nature only and may not be specific to the actual Equipment delivered to the Customer. The Customer is responsible for ensuring that any machines used to lift the Equipment, or any surfaces where the Equipment is placed, can tolerate the specification, weight and dimensions of the Equipment. The Customer indemnifies the Owner for any loss or damage that may occur from a failure to comply with this sub-clause.

7.9 ELECTRICAL TESTING & TAGGING: Any electrical Equipment will be tested and tagged before it is hired to the Customer. During the Hire Period, the Customer is responsible, at its own expense, for arranging the re-testing and re-tagging of any electrical Equipment in accordance with the manufacturer's instructions and the applicable Australian Standard(s) and Regulatory Authority requirements. The Customer will be liable for any damage caused to the Equipment resulting from incorrect testing or tagging during the Hire Period.

8. DELIVERY, RECOVERY AND RETURN OF EQUIPMENT

8.1 Equipment will be delivered, or deemed to be delivered, when it is delivered to the delivery place nominated by the Customer. If no such address is nominated then delivery will be deemed to occur at the time when the Equipment is ready for collection at the Owner's premises.

8.2 The Customer authorises the Owner to deliver the Equipment to the place nominated by the Customer and to leave it at such place whether or not any person is present to accept delivery. The Owner shall not be liable on any basis whatsoever for loss suffered by the Customer after delivery to the nominated delivery place.

8.3 The Customer acknowledges that they have had the opportunity to inspect the Equipment and that it is accepted in its current state if the Customer does not notify the Owner in writing within 24 hours of any defects in the Equipment.

8.4 The Owner will not be obliged to obtain a signed receipt or other acknowledgement from any person at the nominated place for delivery but if a signed receipt or other acknowledgement is obtained from someone believed by the Owner to be authorised by the Customer to take delivery, then such signed receipt or other acknowledgement shall be conclusive evidence of the Customer's acceptance of the Equipment delivered.

8.5 Any notified times for delivery are estimates only and the Owner shall not be liable to the Customer for any loss or damage from any failure by the Owner to deliver, or for delay in delivery of, Equipment whether or not beyond the control of the Owner.

8.6 The Customer will not be relieved of any obligation to accept or pay for the Equipment by reason of any delay in delivery.

8.7 At the end of the Hire Period, the Owner requires unrestricted, safe and easily identifiable access for collecting the Equipment. If the Owner is unable to collect the Equipment, or the Equipment is not ready to be collected, for whatever reason, hire charges will continue to

apply until the Owner is able to collect the Equipment.

8.8 Where the Owner cannot access the Customer's address for delivery, the Equipment shall be delivered and left as close as practicable to the Customer's nominated delivery address. Where the Customer requests the Owner to enter a property to deliver the Equipment, the Owner accepts no responsibility for any damage caused in doing so.

8.9 The Customer recognises that the Owner is not a common carrier and does not accept the obligation as such. The Owner may refuse the handling, lifting and/or carriage of the Equipment, for any person in its sole discretion and without being bound to give reasons to the Customer for such refusal.

8.10 If the Customer is in breach of the Hire Contract, or if the Owner has terminated the Hire Contract, the Owner may take all steps necessary (including legal action) to recover the Equipment, including entering the Customer's premises to do so.

8.11 The Customer must return the Equipment to the Owner in the same clean condition (including without limitation the removal of any graffiti, concrete or mud) and working order it was in at the start of the Hire Period, ordinary fair wear and tear excepted.

8.12 If the Customer has collected the Equipment, it is required to return the Equipment to the same location it was collected from during normal business hours.

9. EQUIPMENT BREAKDOWN

9.1 OBLIGATIONS OF CUSTOMER: if the Equipment breaks down or becomes unsafe to use during the Hire Period the Customer shall:

(a) Immediately stop using the Equipment and notify the Owner;
(b) Take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
(c) Take all steps necessary to prevent any further damage to the Equipment;
(d) Not repair or attempt to repair the Equipment without the Owner's written consent;
(e) If the breakdown was caused by the Customer, be responsible for all costs incurred by the Owner in repairing the Equipment, and continue to pay the Owner a hire fee until such time that the Equipment is repaired or replaced.

9.2 OBLIGATIONS OF THE OWNER: if the Equipment breaks down or becomes unsafe to use through no fault, negligence, recklessness or misuse by the Customer, the Owner:

(a) Will take all reasonable steps to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by the Customer; and
(b) Will not impose a hire fee for that portion of the Hire Period for which the Equipment was unsafe.

10. LOST, STOLEN OR DAMAGED EQUIPMENT

10.1 If the Equipment is lost, stolen or damaged in any way, or by anyone (including third parties) during the Hire Period, the Customer shall be liable for:

(a) Any costs incurred by the Owner in recovering, repairing or replacing the Equipment;
(b) Any other costs whatsoever incurred by the Owner as a result of the loss, theft or damage to the Equipment;
(c) The Fees for the balance of the Hire Period until such time that the Equipment has been repaired or replaced; and
(d) If the Equipment has not been repaired or replaced during the Hire Period, the Customer will continue to pay the Owner a hire fee as if the Equipment were on hire to the Customer, until such time that the Equipment is repaired or replaced.

11. RENTAL PROTECTION PLAN (RPP)

11.1 RPP is an agreement by the Owner to reduce the Customer's liability in certain circumstances for loss, theft or damage to the Equipment to the RPP excess.

11.2 The RPP fee is not mandatory and may be declined if the Customer obtains insurance that covers the loss, theft or damage to the Equipment during the Hire Period for the full replacement value of the Equipment and complies with the insurance obligations in clause 12.

11.3 The terms of the RPP are specified in the RPP Addendum to these Terms, which can be found at www.unitedrentals.com/legal

12. INSURANCE

12.1 If the Customer does not pay the RPP fee, you must take out and maintain the following insurance policies (**Insurance**):

(a) Property insurance that covers loss, theft or damage to the Equipment (including but not limited to Equipment which will be used off-shore, over water or in underground mines) during the Hire Period for not less than the full replacement cost of the Equipment; and
(b) Public liability insurance with cover of not less than $2 million per incident and $10 million in the aggregate; and
(c) Commercial auto liability insurance with cover of not less than $2 million per incident (if applicable).

12.2 A certificate of currency for the Insurance must be provided to the Owner prior to hiring the Equipment.

12.3 Evidence in the form of a certificate of currency of any renewal or change of Insurance must be given to the Owner at its request and in any event prior to the expiry date of the previous certificate of currency.

12.4 The Customer is responsible for any excess and any other costs associated with any Insurance. The Customer is responsible for any shortfall in repair or replacement of the Equipment following payment of any amount received under Insurance.

12.5 The Insurance must:

(a) Include the Owner as an insured so that the Owner is deemed a separate insured under the Insurance. Any non-disclosure or misrepresentation by one insured must not prejudice the right of the other insured to claim under any Insurance; and
(b) Cover the Owner's liability as a principal in connection with the performance of the Hire Contract; and
(c) Contain provisions where all rights of subrogation or action against any of the persons comprising the insured are waived.

12.6 Priority of insurance – primary and non-contributory

(a) The Customer acknowledges and agrees that the insurance policies referred to in clause 12.1 (**Customer's Insurance**) are intended to respond as the first level of indemnity and as primary insurance in respect of any loss, theft or damage to the Equipment, and any liability, claim, loss, damage, injury or expense arising out of or in connection with the Customer's use, operation, possession or custody of the Equipment during the Hire Period.
(b) The Customer further acknowledges and agrees that any insurance maintained by the Owner in respect of the Equipment (**Owner's Insurance**) is intended to operate only as contingent or excess insurance, and not as primary insurance, in relation to any such loss, theft, damage, liability, claim, loss, injury or expense.
(c) The Customer will use reasonable endeavours to ensure that the Customer's Insurance is arranged on a basis that does not entitle the

provider of that insurance to seek contribution from any policy of insurance maintained by the Owner in respect of the Equipment (including but not limited to any Owner's Insurance).

(d) Upon request, the Customer must provide to the Owner evidence reasonably satisfactory to the Owner (including, where applicable, certificates of currency or letters from the Customer's insurers) confirming compliance with this clause 12.6.

13. TERMINATION

13.1 Either party may terminate the Hire Contract immediately by giving notice to the other party if:

(a) A party breaches any term of the Hire Contract and fails to remedy that breach within 7 days of written notification of it; or

(b) A party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.

13.2 The Owner may terminate the Hire Contract for any other reason by 48 hours' notice.

13.3 These rights of termination are in addition to any other rights either party has under the Hire Contract and do not exclude any other right or remedy.

14. LIABILITY AND INDEMNITY

14.1 Nothing in this Hire Contract excludes, restricts, or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability implied by law (including any guarantee, condition, right or liability imposed under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.

14.2 Subject to the relevant provisions of this clause, to the full extent permitted by law, the Owner's liability to the Customer arising out of or in connection with the supply or hire of Equipment (including, without limitation, liability in respect of a breach of a guarantee, condition or warranty implied by legislation, liability arising under any claim in tort as well as liability for any consequential loss which cannot otherwise be excluded) is limited to (at the Owner's election):

(a) In the case of goods, the provision of a refund, the repair or replacement of the goods, or the supply of substitute goods (or the cost of doing so); or

(b) In the case of services, the provision of a refund, supplying of the services again, or payment of the cost of having the services supplied again.

14.3 Where the Australian Consumer Law does not apply, and where liability arises in connection with the Equipment, then the Owner may limit its liability in relation to the Equipment to the repair or replacement of the Equipment (at our discretion), and we do not make any representation other than the warranties set out in the Terms.

14.4 Subject to the Owner's obligations under clause 14.2, and to the maximum extent permitted by law, the Owner's maximum aggregate liability for all claims under or relating to this Hire Contract or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, or under an indemnity, is limited to an amount equal to the Fees paid by the Customer under this Hire Contract.

14.5 Neither party shall be liable for consequential, indirect or special loss or damage (including loss of actual or anticipated profits or revenue, economic loss of any kind or any loss suffered as a result of any claims by third parties) in contract, tort (including negligence) under statute or otherwise from or in relation to the Equipment or this Hire Contract, whether or not such loss or damage was foreseeable.

14.6 The Customer agrees that the use of the Equipment during the Hire Period shall be at the Customer's sole risk and the Owner will not be liable for any damage, loss, or injury that the Customer may incur, or that may arise from any cause whatsoever except the negligence of the Owner, including any fault or other defect in the Equipment.

14.7 Except to the extent caused by the negligence of the Owner, the Customer is liable for and indemnifies the Owner, and its directors and employees against all liability, damage, loss (including without limitation loss or damage to any property, or death or injury to any person), costs and expenses (including legal fees and on the higher of a full indemnity basis and a solicitor/client basis, and whether incurred or awarded against the Owner) arising from, or incurred in connection with, the Customer's hire and use of the Equipment or its breach of the Hire Contract.

14.8 Each indemnity in this Hire Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Hire Contract. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Hire Contract. The Customer must pay on demand to the Owner any amount it must pay under an indemnity in this Hire Contract.

14.9 The Customer indemnifies the Owner for any damage or break down caused by its failure to operate or maintain the Equipment in accordance with clause 7.2 or 7.3, or in accordance with the manufacturer's or Owner's instructions.

14.10 Where the Owner gives advice, information, assistance and/or service to the Customer regarding the suitability or purpose of the Equipment, or in connection with the design, delivery times, dimensions, installation or use of the Equipment, then it is given in good faith and the Owner shall not be liable in any way for any damages, losses or costs however arising resulting from the Customer relying on any such advice, information, assistance and/or service.

15. TRUST AND TRUSTEES

15.1 Where the Customer is a trustee:

(a) The Customer agrees to produce a stamped copy of the trust deed (with all amendments) and accounts of the trust if and when requested by the Owner;

(b) The Customer warrants that it has full power and authority to enter into this agreement on behalf of the trust and that it shall be bound by these Terms both personally and in their capacity as trustee irrespective of whether or not it discloses to the Owner that it is a trustee at the time of entering into any credit agreement with the Owner;

(c) The Customer warrants that the trust has agreed to indemnify the trustee in respect of all liability incurred by the trustee pursuant to this Hire Contract;

(d) The trustee of the trust acknowledges that it has entered into this agreement in its capacity as trustee of the trust and also in its own capacity;

(e) The trustee warrants that it will advise the Owner in writing of any change to the trustee within 7 days.

16. SECURITY

16.1 As security for the Customer's obligations and liabilities under this Hire Contract, the Customer hereby charges in favour of the Owner all legal, equitable and beneficial interest in real property which it, he or she now or might subsequently acquire a legal or beneficial interest in, and authorise and consent the Owner to lodge and maintain a caveat upon title of the Owner's real property.

16.2 The Customer shall not object to the lodgment or upholding of the said caveat or take any steps to have any such caveat removed from a state land titles officer register.
16.3 At Customer's cost, the Customer shall from time to time at the written request of the Owner execute any deed, dealing, or other document which the Owner shall in its absolute discretion require the Customer to execute and do all such other acts and things as the Owner shall consider reasonable for the purpose of preserving, perfecting or protecting the caveat.
16.4 The Customer indemnifies the Owner from and against all of the Owner's costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising the Owner's rights under this clause.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 The Customer agrees that no rights in, including any Intellectual Property Rights in, the Equipment, or any services, drawings, designs or similar material are transferred to the Customer by reason of the Customer hiring Equipment from the Owner or the Owner providing services to the Customer.

17.2 The Customer must , if requested, cooperate fully with the Owner in relation to any action that is taken with a view to protecting the Owner's Intellectual Property Rights from infringement by a third party. The cost of any action (whether legal or other) taken or defended under this clause will, unless otherwise agreed in writing between the parties, be borne by the Owner.
17.3 The Owner is not liable with respect to the Customer's use or reliance on the Owner's intellectual property, including without limitation, telemetry data and mobile applications produced by the Owner for use by the Customer.
17.4 The Customer acknowledges that:
(a) The Owner owns all rights, title and interest in any telemetry data and/or mobile applications;
(b) The Owner does not warrant the accuracy of any telemetry data and/or mobile application data or guarantee that such data will be available to the Customer during the Hire Period;
(c) The Owner is not required to retain any telemetry data and/or mobile application data, and such data may not be available for retrieval after the Hire Period;
(d) The Owner may disclose from time to time any telemetry data and/or mobile applications data to any third party and we are not required to obtain Customer's prior consent for such disclosure;

18. GENERAL

18.1 If any part of this Hire Contract becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.
18.2 This Hire Contract is governed by the laws of NSW and each party submits to the exclusive jurisdiction of the courts of NSW.
18.3 The Hire Contract comprises the entire agreement of the parties.
18.4 All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect, other than any misrepresentation. No party is liable to any other party in respect of those matters.
18.5 No oral explanation or information provided by any party to another:
(a) Affects the meaning or interpretation of these Terms; or
(b) Constitutes any collateral agreement, warranty or understanding between any of the parties.
18.6 The Owner may assign this Hire Contract to any third party or related body corporate without the Customer's consent.

19. CLAIM FOR PAYMENT

This Hire Contract is a claim for payment under the *Building and Construction Industry Security of Payment Act 1999* (NSW), the *Building and Construction Industry Security of Payment Act 2002* (VIC), the *Building Industry Fairness (Security of Payment) Act 2017* (QLD), 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 (Security of Payment) Act 2009* (TAS), and/or the *Construction Contracts (Security of Payments) Act 2004* (NT).

20. VARIATION AND PREVIOUS EDITIONS

(a) The Owner may vary these Terms from time to time by giving the Customer 21 days' written notice of the varied Terms. If the Customer has reasonable grounds to believe that the variation will be detrimental to their rights, the Customer may terminate this Hire Contract without penalty by giving the Owner written notice within 21 days of receiving the Owner's written notice;
(b) This edition of the Terms replaces all previous editions of terms and conditions of hire that the Owner has issued.