

1. DEFINITIONS:

Accessories means any items hired in addition to the Equipment;

APS means Allround Plumbing Services Pty (ACN 086 646 877);

Client means the person/business or company described in the Quotation;

Equipment means the equipment, including plant and equipment, and goods provided by APS to the Client for hire specified in the Quotation;

Hire Charges means the hire rates and charges payable by the Client specified in the Quotation;

Hired Equipment means the plant and equipment, including goods and accessories provided by APS to the Client for hire described in the Quotation;

Hire Period means the hire period specified in the Quotation;

Invoice means any tax invoice issued by APS to the Client from time to time for payment of the Hire Charges;

Minimum Hire Period means the minimum hire period in respect of the Equipment and Accessories;

PPSA means the Personal Property Securities Act 2009;

Quotation means the quotation issued by APS to the Client;

Site means the Client's Site at which the Equipment are to be utilized;

T&C means the general terms and conditions between APS and the Client; and

Terms of Hire means these terms and conditions for hire between APS and Client.

2. QUOTATION

- 2.1. APS reserves the right to withdraw the Quotation at any time before the Client accepts the Quotation.
- 2.2. The Quotation is subject to both the Terms of Hire and the T&C.

3. TERMS OF PAYMENT AND HIRE CHARGES

- 3.1. The Client must pay the Hire Charges that are fixed for the Hire Period.
- 3.2. The Hire Charges are subject to the Goods and Services tax and shall be increased by the amount of any other applicable taxes and duties.
- 3.3. APS reserves the right to adjust the Hire Charges after the Hire Period or any variation to the Quotation requested by the Client during the Hire Period.
- 3.4. A minimum Hire Period may apply even if the Hired Equipment are returned to APS before the expiration of the Hire Period. The Client shall be liable for the Hire Charges for the Minimum Hire Period.
- 3.5. APS will issue Invoice to the Client prior to the delivery of the Hired Equipment. The Client must pay the amount due specified on the

Invoice by the due date specified on the Invoice, and if not specified then within thirty (30) days from the date of issue of the Invoice. APS may also issue Invoice on a monthly basis thereafter in accordance with the Quotation.

- 3.6 APS may charge interest on overdue Invoice at the rate of fifteen percent (15%) per annum calculated on a daily basis until all Invoice or all monies owing to the APS is paid in full by the Client. The Client will also be liable for any costs and expenses incurred by APS for the collection and recovery of any outstanding Invoices from the Client.
- 3.7 APS may engage a suitably quality subcontractor to perform all or part of its obligations under the Quotation or this Terms of Hire.
- 3.8 The Client shall bear the costs of all industrial relations matters applicable to the Quotation beyond APS's control. The Client will reimburse APS for all reasonable costs incurred by APS as a consequence of any changes to any award or applicable site conditions during the Hire Period.

4. COLLECTION & DELIVERY OF HIRED EQUIPMENT

- 4.1. The Client shall be solely responsible for arranging the Hired Equipment to be collected from APS's premises or any other location designated by APS, and delivered to the Client's Site in accordance with the Hire Period stipulated in the Quotation, or any other dates agreed by the parties.
- 4.2. APS may advise the Client prior to the Hired Period if there is an expected delay to provide the Hired Equipment and such delay or unavailability of the Hired Equipment will not constitute a breach of the Terms of Hire. APS will not be liable for any losses, costs and expenses incurred by the Client for any delay.
- 4.3. Should there be any delay to the delivery and return of the Hired Equipment through no fault of APS, the Client will indemnify APS from additional costs, expenses and losses suffered by APS and will be liable for the Hire Charges from the commencement of the Hire Period and any period exceeding the Hire Period until the Hired Equipment are returned and in possession of APS.
- 4.4. The Client agrees to pay, reimburse, and responsible for the following costs and charges with respect to the Hired Equipment:
 - (a) any consumable, fuel, trade materials;
 - (b) delivery, installation, demobilisation;
 - (c) pumping out and refilling water or fuel tanks;
 - (d) levies, fines, penalties;
 - (e) credit card charges;
 - (f) operational guidance or training on the use of Hired Equipment; and

- (g) any other incidental costs and charges arising from the above items and provisions in this Terms of Hire.
- 4.5. APS is entitled to set off against any amount APS owe to the Client. The Client agrees not to set off any amount owe to APS under any circumstances.
- 4.6. The Hired Equipment shall be deemed to be in good condition unless the Client gives APS five (5) days notice in writing of any defects or irregularities of the Hired Equipment from the commencement of the Hire Period.
- 5. SUITABILITY OF HIRED EQUIPMENT AND SITE CONDITIONS**
- 5.1. The Client agrees that it must ensure the Site is complying with all health and safety regulations at all times.
- 5.2. The Client must also ensure that it has all necessary government approvals, permits or licenses concerning the operation of the Hired Equipment prior to the commencement of the Hire Period.
- 5.3. The Client will at all times ensure the safety of the Site and has adequate facilities in order for APS to carry out its obligations in accordance with the Quotation if applicable.
- 5.4. APS does not warrant that the Hired Equipment is suitable for the Client's purpose.
- 6. MAINTENANCE, ALTERATIONS, REPAIRS**
- 6.1. The Client will at its own expense, service, clean and maintain the Hired Equipment in good and reasonable condition at all times in accordance with care instructions provided by APS.
- 6.2. Subject to reasonable wear and tear, the Client will ensure that the Hired Equipment are returned to APS in a clean state at the end of the Hire Period or in their original conditions as at the commencement of the Hire Period.
- 6.3. The Client shall be liable for any reasonable costs and expenses incurred by APS for rectification or repair of the Hired Equipment if the Client does not comply with clause 6.2.
- 6.4. APS reserves the right to inspect the Hired Equipment at any time at the Client's Site by providing a reasonable notice and such inspection will not interfere with the business operation of the Client.
- 6.5. In the event the Hired Equipment breaks down the Client will:
- (a) immediately stop using the Equipment and notify APS;
 - (b) take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Hired Equipment;
 - (c) take all steps necessary to prevent any further damage to the Hired Equipment;
- and
- (d) not repair or attempt to repair the Equipment without the written consent of APS.
- 6.6. If the breakdown to the Hired Equipment is caused by the negligence of the Client, then the Client will be charged for all associated cost with the repair of the Hired Equipment, including the continuation of the Hire Charges for the Hired Equipment and replacement Hired Equipment, if required, while the previous Hired Equipment is being repaired.
- 6.7. If the breakdown to the Hired Equipment is caused by the negligence of the Client, APS is under no obligation to provide replacement Hired Equipment to the Client while the damaged Equipment is being repaired.
- 6.8. If the Hired Equipment required maintenance, repairs or alterations, then APS may repossess the Hired Equipment to carry out such maintenance, repairs or alterations at the expense of the Client.
- 6.9. The Client must ensure that it will allow and allocate reasonable timeframe for APS to carry out such inspection and repair if necessary.
- 6.10. The Client must not carry out maintenance, repairs or alteration to the Hired Equipment without prior approval of APS.
- 6.11. The Client also must not remove the Hired Equipment from the Site, or use the Hired Equipment outside the Site without prior approval of APS.
- 7. CLIENT WARRANTY**
- 7.1 The Client warrants that at all times it will:
- (a) operate the Hired Equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's specifications;
 - (b) display and maintain all safety signs and instructions (as required by statutory law), and ensure that all instruction and signs are adhered to by operators of the Hired Equipment;
 - (c) ensure that no personnel of the Client operating the Hired Equipment is under the influence of drugs or alcohol;
 - (d) conduct job safety analysis prior to using the Hired Equipment at the Site; and
 - (e) comply with all environmental laws and immediately rectify any breach of environmental law caused by the use of the Equipment.
- 8. RISK AND TITLE**
- 8.1 The title in the Hired Equipment will not pass to the Client. APS retains ownership of the Hired Equipment under all circumstances.
- 8.2 The Client must not offer, sell, assign, sub-let, charge, mortgage pledge or create any form of security interest over the Hired Equipment

unless permitted by this Terms of Hire or with written consent of APS.

- 8.3 The risk of the Hired Equipment will pass to the Client immediately upon acceptance of delivery of the Hired Equipment by the Client until the Hired Equipment is returned to and is in possession of APS.
- 8.4 Unless otherwise specified in this Terms of Hire, the Client is responsible for any loss, theft, damage to the Hired Equipment during the Hire Period.
- 8.5 The Client agrees to release, indemnify and keep indemnified APS from all actions, claims and liabilities in respect of damage to property or death of or injury to any person resulting directly or indirectly arising from and with respect to the Hired Equipment.

9. INSURANCE AND DAMAGE & LOSS

- 9.1. The Client must, if so required by APS, obtain insurance for the Hired Equipment during the Hire Period. Evidence of the required insurance cover shall be provided to APS prior to the commencement of the Hire Period. APS reserves the right to refuse delivery of the Hired Equipment until this clause 9.1 is satisfied.
- 9.2. The Client must notify APS immediately or as soon as practicable of any loss, damage, theft with respect to the Hired Equipment. Where necessary, the Client must lodge an official police report and insurance claim, and notify APS of the same. The Client shall endeavour to assist the police or the insurance company in their investigations if so required.
- 9.3. The Client shall be responsible for any loss or damage caused by misuse or negligence of the Client; theft of the Hired Equipment; flushing of foreign objects in the toilets with the exception of toilet tissue; unexplained loss or disappearance without evidence of theft of the Hired Equipment; misuse, graffiti, abuse or improper service of the goods including pump maintenance, loss or damage to accessories; motor failure; wilful acts by the Client and its agents; use or operation of the Hired Equipment in violation of the Quotation or care instructions provided by APS; loss or damage of any kind whatsoever incurred during transportation, installation or removal of the tanks where such is organised by the Client, except where the Client gives prior notice of pre-existing defects to APS.
- 9.4. If the Hired Equipment is severely damaged or unfit for use rendering it impracticable for APS to carry out its obligations under this Terms of Hire, then APS shall be entitled to terminate the Quotation immediately.

10. TERMINATION

- 10.1. In the event of default under this Terms of Hire, APS will issue a written notice to the Client requiring the Client to rectify the default within 48 hours of the notice.
- 10.2. APS may terminate, cease, or temporarily suspend the provision of Hired Equipment or to repossess the Hired Equipment on the occurrence of one or more of the following events:
 - (a) the Client fails to rectify the default within the stipulated timeframe;
 - (b) the Client fails to pay any Invoice by the due date;
 - (c) the Client breaches any other clause of this Terms of Hire without remedy whether or not the breach is known to APS; or
 - (d) the Client becomes insolvent.
- 10.3. The Client shall reimburse APS for all costs and expenses incurred, including legal fees, in connection with and incidental to the Client's breach of this Terms of Hire.

11. LIMITATION OF LIABILITY AND INDEMNITY

- 11.1. To the extent permitted by law, APS accepts no liability whatsoever for consequential damages, losses or loss of profit for any reason for any matter whatsoever arising out of the hire agreement with the Client including any consequence arising out of any change to any legal requirement including regulatory compliance occurring after the commencement of the Hire Period.
- 11.2. Save and except to any rights and warranties not permitted to be excluded by law and subject to the Australian Consumer Laws, the liability of APS at APS's option shall be limited to:
 - (a) the manufacturer's warranty for the Goods;
 - (b) re-provision of the Hired Good and/or replacement or equivalent Hired Equipment;
 - (c) the repair of the Goods; or
 - (d) payment of the costs for the repair of the Goods.

12. PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH)

- 12.1 The Client agrees that the Terms of Hire is a security agreement ("Security Agreement") and the Client grants a security interest in the Hired Equipment in favour of APS to secure the punctual payment of all moneys owed by the Client to APS under the Quotation and this Terms of Hire.
- 12.2 The Client acknowledges and agrees that APS may register its security interest in the Hired Equipment on the Personal Property Securities Register ("PPSR").
- 12.3 The Client agrees to charge for the due and punctual payment and performance of the

Client's obligations and liabilities under this Terms of Hire, all of its legal and equitable interest (present and after-acquired) of any nature held in any personal and real property.

- 12.4 The Client waives its rights under section 157 of the PPSA to receive notice of a verification statement.
- 12.5 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of this Security Agreement, the parties agree:
- (a) To the extent that s 115(1) allows, the following provisions of the PPSA will not apply to the enforcement of that security interest: s95 (notice of removal of accession), to the extent that it requires the secured party to give notice to the grantor; s96 (when a person with an interest in the whole may retain an accession); s125 (obligation to dispose of or retain collateral); s130 (notice of disposal), to the extent that it requires the secured part to give notice to the grantor; s132(3)(d) (contents of statement of account after disposal); s132(4) (statement of account if no disposal); s142 (redemption of collateral); and s143 (reinstatement of security agreement); and
- (b) To the extent that s115(7) allows, the following provisions of the PPSA will not apply to the enforcement of that security interest: s127 (Seizure by higher priority parties – notice); s129(2) and (3) (Disposal by purchase); s132 (Secured party to give statement of account); s134(2) (Proposal of secured party to retain collateral); s135 (Notice of retention of collateral); s136(3), (4) and (5) (Retaining collateral free of interest) and (vii) s137 (Persons entitled to notice may object to proposal).
- 12.6 The Client will do all things, provide such information and execute such documents which APS requests or considers necessary to enable the APS to perfect its registration of the security interest on the PPSR and exercise its rights in connection with the security interest.
- 12.7 To the full extent permitted by section 275 of the PPSA, APS and the Client agree to keep all information referred to in section 275(1) of the PPSA confidential and to not disclose that information to any third party.

13 REPOSSESSION

- 13.1 Subject to APS's rights in clause 12, APS reserves its right to repossess the Hired Equipment if the Client is in breach of this Terms of Hire.
- 13.2 The Client will not have any claims against APS

for any loss, damage and costs incurred as a result of APS taking possession of the Hired Equipment.

- 13.3 The Client must assist APS in obtaining possession of the Hired Equipment and will reimburse all costs and expenses incurred by APS arising from repossession of the Hired Equipment.
- 13.4 APS may at any time without notice enter the Client's Site or any other premises occupied by the Client in order to repossess the Hired Equipment.
- 13.5 If the Client commits an act of insolvency or enters into a composition with its creditors, or goes into administration, receivership or liquidation then APS shall be entitled to repossess the Hired Equipment.

14 GENERAL PROVISIONS

14.1 No Assignment, Sale or Transfer of Hired Equipment

- (a) The Client must not assign its rights under this Terms of Hire except with the written consent of APS. APS may assign its rights under this Terms of Hire without notice to the Client.
- (b) All Hired Equipment are not for sale to the Client.

14.2 Variations

Any amendment or variation to this Terms of Hire has no effect unless effected by a document executed by the parties.

14.3 Proper Law and Jurisdiction

This Terms of Hire is governed by and construed under the law of the State of Western Australia. Any legal action in relation to this Terms of Hire may be brought in any court of competent jurisdiction in the State of Western Australia.

14.4 Severability

- (a) Any provision of this Terms of Hire which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Terms of Hire or the validity of that provision in any other jurisdiction.
- (b) If any term or conditions in this Terms of Hire or the application of them to any person or circumstances is invalid or unenforceable, the remaining terms and conditions are not affected and each term and condition of this Terms of Hire is valid and enforceable to the fullest extent permitted by Law.

14.5 Waiver

The failure by APS to enforce any terms and conditions of this Terms of Hire shall not be treated as a waiver of that term or condition, nor shall it affect APS's rights to subsequently enforce that term or condition.

SIGNED FOR AND ON BEHALF OF
ALL ROUND PLUMBING SERVICES PTY LTD:

Signature :
Name :
Position Held :
Date :

SIGNED FOR AND ON BEHALF OF
THE CLIENT:

Signature :
Name :
Position Held :
Date :