

Hire Terms and Conditions

TEMPORARY CLIMATE SOLUTIONS WA PTY LTD (ABN:22 690 389 201)

1. Definitions

1.1 'TCS WA' is Temporary Climate Solutions WA Pty Ltd (ABN 22 690 389 201).

1.2 'Commencement' means the date as per the Invoice Fee and Equipment Schedule.

1.3 'Delivery/Pickup Docket' Means the docket that will be signed by the Hirer or Recipient when the equipment is delivered and again when the Equipment is Picked up.

1.4 'Equipment' means the Equipment rented by TCS WA to the Hirer as per the Invoice Fee and Equipment Schedule.

1.5 'Hire Fees' means the costs and any other charges specified in the Invoice Fee and Equipment Schedule.

1.6 'Hirer' means the person/entity stated in the Hirer Details as accepting these Terms and Conditions and is responsible for paying Hire Fees for the Equipment (and may or may not be the same as the Recipient of the equipment).

1.7 "Hire Period" means the time the Equipment will be hired as per the Invoice Fee and Equipment Schedule.

1.8 'PPSA' means the Personal Property Securities Act 2009 (Cth) and all associated regulations.

1.9 'Recipient' means a person/entity to whom the Equipment is stated to be (or to have been) delivered under the Delivery/Pick Up Docket and includes, where the context permits, all its employees, officers, agents and contractors.

2. Interpretation

2.1 These Hire Terms and Conditions and Invoice Fee and Equipment Schedule apply to the exclusion of any other conditions proposed by the Hirer, unless otherwise expressly agreed by both parties in writing.

2.2 The Invoice Fee and Equipment Schedule are not a separate contract but form a part of this hire agreement between TCS WA and the Hirer.

2.3 These terms and any dispute under them will be governed by the laws of Western Australia.

2.4 If a provision of these terms is held illegal, void or unenforceable, it will be severed so that the remainder of the agreement continues to be legal and enforceable.

3. Rental Equipment

3.1 TCS WA will provide the Equipment with current testing and tagging completed, the Equipment be in working order and free of mechanical defects.

3.2 The Hirer or Recipient, upon signing the Delivery/Pickup Docket acknowledges that the equipment has been inspected at the time of delivery, is in good working order, and fit for purpose.

3.3 The Hirer must use the Equipment only for its intended purpose, in accordance with any specifications and user manuals supplied and any operating instructions provided by TCS WA (whether orally or in writing) from time to time.

3.4 The Hirer must not tamper with, repair or modify the Equipment (including by removing or defacing any safety notices, trademarks or serial numbers) in any way.

3.5 The Hirer shall report and provide full details to TCS WA of any accident or damage to the Equipment or if the Equipment fails to operate correctly within 24 hours.

3.6 The Hirer must also notify TCS WA within 7 days of any change in your corporate name or ownership, any threat of insolvency, liquidation, receivership or administration.

3.7 TCS WA may in its absolute discretion decline to hire equipment to the Hirer at any time without liability.

3.8 TCS WA may inspect and maintain the Equipment at any time on reasonable prior written notice, during the Hire Period. The Hirer will allow TCS WA access to any premises where the Equipment is located.

3.9 TCS WA retains title to the Equipment at all times.

4. Payment

4.1 The Hirer agrees that payment of the invoice is an express term and agrees to the charges as set out in the Invoice Fee and Equipment Schedule along with these Terms and Conditions.

4.2 Prior to Commencement the Hirer shall pay the first invoice as provided by TCS WA in accordance with Invoice Fee and Equipment Schedule.

4.3 The Invoice Fee and Equipment Schedule may be amended by TCS WA or as agreed by both parties from time to time.

4.4 TCS WA may terminate the Agreement should the Hirer not pay any invoice within the due date.

4.5 Upon Termination by TCS WA for non-payment as per Clause 4.4 TCS WA holds the right to enter into or upon any premises where the Equipment may be, to recover the Equipment without prejudice to the rights of the owner of the property and recover from the Hirer any damages or expenses arising out of any action taken under this clause.

4.6 TCS WA may terminate the Hire Agreement at any time for convenience.

5. On-hire

5.1 You may only on-hire the Equipment to a third party with TCS WA's prior written consent.

5.2 The Hirer:

a) Will remain liable to TCS WA under the Hire Agreement as though the on-hire or separate use had not occurred and will be responsible for the acts and omissions of the on-hirer.

b) must not register any interest in Equipment as "serial numbered goods" under the PPSA; and ensure that any security interest arising as a result of the on-hire is enforceable, perfected and effective under the PPSA.

6. Indemnity

6.1 The Hirer will indemnify TCS WA for all injury and/or damage caused or contributed to by the Hirer to persons and or property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment.

6.2 ensure that any Recipient collecting or taking delivery of Equipment on behalf of the Hirer is authorised by the Hirer to do so, and the Hirer will not allege that any such person is not so authorised.

6.3 The Hirer will ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold any current Certificates of Competency or licenses.

6.4 Should the Equipment be moved or transported by the Hirer, it is the Hirer's duty and responsibility to ensure the Equipment is safely secured and the Hirer shall

indemnify TCS WA in respect of any injury, damage, or loss caused during transport or installation.

6.5 TCS WA shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent due to anything beyond TCS WA reasonable control.

6.6 the Hirer releases and discharge TCS WA from any damage or loss due to (a) any delay in the delivery, installation or collection of the Equipment which is beyond TCS WA's reasonable control

7. Liability

7.1 The Hirer acknowledges and agrees that, to the full extent permitted by law:

(a) TCS WA, its officers, employees and agents will not be liable to the Hirer for any loss or damage in connection with the Equipment or this Agreement; and

(b) TCS WA liability is limited to the repair or replacement of the Equipment, the payment of the cost of the Equipment hire, or the resupply of the services.

7.2 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply, TCS WA makes no representations and gives no warranties other than those set out in this Agreement and will not be liable to the Hirer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Hirer.

7.3 This clause survives the termination of this Agreement.

8. End of Hire Period by Hirer (both fixed term or ongoing)

8.1 The Hirer may end the Hire Period by:

(a) Providing TCS WA with at least 1 business day (24hr) notice;

(b) Agree with TCS WA when the Equipment will be returned (or can be collected by TCS WA, in which case, you will ensure that TCS WA can readily access (unobstructed) and collect the Equipment from the agreed location at the agreed time);

(c) Ensure the Equipment is in a clean and fit condition; and

(d) The Hirer must pay all reasonable fees and costs charged by TCS WA, relating to TCS WA collection of the Equipment as specified in the Invoice Fee and Equipment Schedule.

8.2 should the Hirer fail to comply with this clause, this Agreement shall remain on foot and the Hirer Shall continue to pay any reasonable fees as per the Equipment Fee and Invoice Schedule.

9. Disputes

9.1 should a dispute arise relating to this Agreement, (except in regard to payments due to TCS WA), the parties agree to negotiate to settle the dispute with the assistance of an independent arbitrator before litigation.