

HAMILTON LIFTS HIRE CONTRACT TERMS AND CONDITIONS

NOTE TO CUSTOMER – TERMS AND CONDITIONS OF EQUIPMENT HIRE

You should read these Hire Contract terms very carefully. They contain terms and conditions which may impact on you, including that;

- (a) the liability of Hamilton Lifts to its Customers is excluded in some circumstances; and
- (b) Customers may be liable for damage to goods that are hired by them; and
- (c) Hamilton Lifts' Privacy Policy permits Hamilton Lifts in some circumstances and subject to compliance with the Australian Privacy Principles to provide data about a Customer, or data provided by a Customer, to a third party in a form that may enable the third party to identify the Customer.

These Hire Terms and Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Hamilton Lifts and the Customer in writing. Hamilton Lifts agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment, Hamilton Lifts will issue to the Customer a Hire Schedule, setting out the terms of the hire of that Equipment. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between Hamilton Lifts and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. The Customer agrees to receive hire schedules and all associated documentation by electronic means, or by printed or other form where electronic means are not available. The Customer must check the Hire Schedule on receipt and unless the Customer notifies Hamilton Lifts before collection of the Equipment that it disagrees with anything in the Hire Schedule, the terms of the Hire Schedule are accepted by the Customer. Hamilton Lifts may in its absolute discretion decline to hire Equipment to the Customer at any time.

Amendment: These Hire Contract Conditions may be changed by Hamilton Lifts from time to time by Hamilton Lifts giving notice of the amendment to the Customer. Notice is deemed given when Hamilton Lifts does any of the following:

- (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
 - (b) publishes the amended terms on its website or
 - (c) displays the amended terms at premises from which Hamilton Lifts conducts hire operations.
- Changes to these Hire Contract Conditions will only apply to Hire Schedules entered into after the change has been notified to the Customer by one of the methods mentioned above.

1. INTERPRETATION OF WORDS IN THIS HIRE CONTRACT;

COMMENCEMENT – The date when the Customer takes possession of the Equipment.

EQUIPMENT – Means any kind of equipment, vehicles or tools including but not limited to the following kinds of goods or goods suitable for the following kinds of uses: scissor lifts, telehandler, tilt tray, lifting: access, materials handling; safety equipment; storage; site accommodation including portable buildings and portable toilets; vehicles including trucks, vans and trailers, and includes tools and parts and accessories for any of the foregoing.

CUSTOMER – refers to the person, firm, organisation, partnership, corporation or other entity (including trust) hiring the Equipment from Hamilton Lifts as identified in the Credit Application or Hire Schedule.

HIRE CHARGE – The amounts shown on the Hire Schedule are payable by the Customer to hire the Equipment.

HIRE PERIOD – Means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if Hamilton Lifts agrees. Hamilton Lifts may issue an amended Hire Schedule for any extension of the Hire Period.

HIRE SCHEDULE – Means a document in such form as Hamilton Lifts shall require, setting out the terms of the hire of Equipment, including the particulars of the Equipment and the Hire Period and such other information as Hamilton Lifts may decide to include.

HAMILTON LIFTS – The company or companies listed on the Hire Schedule.

KILOMETRE CHARGE – The amount payable for the kilometres that a Motor Vehicle has, in the reasonable opinion of Hamilton Lifts, travelled during the Hire Period.

HAMILTON LIFTS HIRE CONTRACT TERMS AND CONDITIONS

MOTOR VEHICLE – A truck or utility but not any other equipment such as a scissor lift, trailer or skid steer loader.

REMOTE AREA – Any location which is more the 50 kilometres from the Hamilton Lifts branch from where the Equipment is hired.

2. HAMILTON LIFTS OBLIGATIONS

Hamilton Lifts will:

- 2.1 Allow the Customer to take and use the Equipment for the Hire Period;
- 2.2 Provide the Equipment to the Customer clean and in good working order;
- 2.3 Collect the Equipment within five days of being requested to do so by the Customer and advising the customer of agreement to collect the equipment.

NOTE TO CUSTOMER: You must return the Equipment at your expense when due back unless you obtain a Customer Pick Up Notice from Hamilton Lifts.

3. OBLIGATIONS OF THE CUSTOMER

The Customer must:

- 3.1 Deliver the Equipment to Hamilton Lifts when it is due back;
- 3.2 Return the Equipment to Hamilton Lifts clean and in good repair;
- 3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Hamilton Lifts or posted on the Equipment;

NOTE TO CUSTOMER: You MUST advise Hamilton Lifts if you require any further instruction on the operation and safe use of the Equipment.

- 3.5 Indemnify Hamilton Lifts for all injury and/or damage to the extent caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use and possession of the Equipment;
- 3.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised;
- 3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully accredited and licensed;
- 3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;
- 3.9 Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify Hamilton Lifts in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer;
- 3.10 Operate the Equipment with an adequate motor vehicle and/or power source;
- 3.11 Report and provide full details to Hamilton Lifts of any accident or damage to the Equipment within two business days of the accident or damage occurring;
- 3.12 Sign any documentation requested by Hamilton Lifts at such intervals as reasonably stipulated by Hamilton Lifts, to confirm the Customer's acceptance of these Hire Contract Conditions.

The Customer must NOT;

- 3.13 Tamper with, damage or repair the Equipment;
- 3.14 Lose or part with possession of the Equipment;
- 3.15 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;
- 3.16 Allow any person to drive a Motor Vehicle if the person:
 - (a) does not hold a suitable licence to drive that class of Motor Vehicle; or
 - (b) is affected by drugs and/or alcohol.

HAMILTON LIFTS HIRE CONTRACT TERMS AND CONDITIONS

- 3.17 Exceed the recommended or legal load and capacity limits of the Equipment;
- 3.18 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- 3.19 Exceed the recommended or legal speed limit for the Equipment.

4. PAYMENTS BY THE CUSTOMER TO HAMILTON LIFTS

4.1 On or before Commencement (or as otherwise specifically agreed with Hamilton Lifts), the Customer will pay the Hire Charge.

NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment.

4.2 Immediately on request by Hamilton Lifts, the Customer will pay:

- (a) the new list price of any Equipment which is for whatever reason not returned to Hamilton Lifts.
- (b) all costs incurred in cleaning the Equipment;
- (c) the full cost of repairing any damage to the Equipment caused or contributed to by the Customer, including any damage incurred while the equipment is hired to the Customer, unless expressly agreed otherwise in this Contract;
- (d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Customer's use of the Equipment;
- (e) all costs incurred by Hamilton Lifts in delivering and recovering possession of the Equipment;
- (f) Interest for late payment of amounts owing by the customer, at the penalty interest rate set in VIC from time to time;
- (g) the Kilometre Charge in excess of 100km per day and any additional Hire Charges;
- (h) the cost of fuels and consumables provided by Hamilton Lifts and not returned by the Customer;
- (i) any reasonable expenses and all legal costs (including commission payable to a commercial agent or collection agent) incurred by Hamilton Lifts in enforcing this Contract due to the Customers default;
- (j) all costs of repairing or replacing tyres, including road service;
- (k) if any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract; and
- (l) Loading costs when equipment hired with an hour meter is used in excess of 8 hours per day.

4.3 Without limiting the ability of Hamilton Lifts to recover all amounts owing to it, the Customer authorises Hamilton Lifts to charge any amounts owing by the Customer to any credit card or account details of which are provided to Hamilton Lifts.

4.4 Hamilton Lifts may tokenise the Customers Credit Card or Account details to facilitate credit card or online payments.

5. PPS LAW

5.1 This clause applies to the extent that this Contract provides for a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in this agreement include references to amended, replacement and successor provisions or legislation.

5.2 Hamilton Lifts may register its security interest. The Customer must do anything

HAMILTON LIFTS HIRE CONTRACT TERMS AND CONDITIONS

(such as obtaining consents and signing documents) which Hamilton Lifts requires for the purposes of

- (a) ensuring that Hamilton Lifts' security interest is enforceable, perfected and otherwise effective under the PPS Law;
- (b) enabling Hamilton Lifts to gain first priority (or any other priority agreed to by Hamilton Lifts in writing) for its security interest; and
- (c) enabling Hamilton Lifts to exercise rights in connection with the security interest.

5.3 The rights of Hamilton Lifts under this document are in addition to and not in substitution for Hamilton Lifts' rights under other law (including the PPS Law) and Hamilton Lifts may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it Hamilton Lifts security interest will attach to proceeds.

5.4 Customer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of Hamilton Lifts.

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

5. DAMAGE WAIVER

DAMAGE WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY IN THE FOLLOWING CIRCUMSTANCES;

- (a) where the Equipment is lost or stolen;
- (b) where the operator is not suitably licensed;
- (c) where the operator is affected by drugs and/or alcohol;
- (d) where the equipment has been willfully damaged at any time during the Hire Period;
- (e) where the damage is caused by a collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object whatsoever due to insufficient clearance;
- (f) where the damage is caused while the Equipment is being driven or towed on any road that is unsealed or is not a public road;
- (g) where the damage is caused in any way by overloading; or
- (h) where the damage is caused to a truck pantech or truck crane.

6. THEFT WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY FOR

7. EXCLUSION OF WARRANTIES AND LIABILITIES.

7.1 Where the Australian Consumer Law applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.

7.2 Where the Australian Consumer Law applies and the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, Hamilton Lifts liability in respect of any guarantee is limited to the replacement or repair of the goods, or the cost of having the goods repaired or replaced.

7.3 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply: Hamilton Lifts makes no representations and gives no warranties other than those set out in these Hire Terms and Conditions, and will not be liable to the

HAMILTON LIFTS HIRE CONTRACT TERMS AND CONDITIONS

Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Customer.

8. REMOTE HIRE

Where the Equipment is at any time hired by the Customer to be located in the Remote Area, the following clauses will also apply, in addition to the obligation of the Customer under Clause 3 and elsewhere in these Hire Contract Conditions;

(a) The Customer will pay an additional charge for any delivery, servicing and repair of the Equipment, and for any other attendance at the Remote Area by Hamilton Lifts ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometer rate travelled by Hamilton Lifts staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred by Hamilton Lifts and its staff in connection with travel to and from the Remote Area;

(b) The Customer is responsible at its cost for daily maintenance and care of all Multiple items of Equipment hire.

9. BREACH OF HIRE CONTRACT BY CUSTOMER

If the Customer breaches any significant provision of this Contract and does not remedy the breach within a reasonable period of time (having regard to the breach), or becomes bankrupt, insolvent or ceases business then:

9.1 Hamilton Lifts shall be entitled to:

- (a) terminate this Contract; and/or
- (b) sue for recovery of all monies owing by the Customer; and/or
- (c) repossess the Equipment (and is authorised to enter any premises where the Equipment is located to do so), and any Damage and/or Theft Waiver referred to in clause 6 is immediately invalidated.

9.2 The Customer indemnifies Hamilton Lifts in respect of any damages, legal costs or loss, to the extent caused or contributed to by the customer resulting from a breach by the Customer of any provision of this Contract.

10. DISPUTES

10.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Hamilton Lifts in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.

10.2 If a dispute arises relating to this Contract, the hiring or the use of the Equipment (except in regard to payments due to Hamilton Lifts), the parties agree to negotiate to settle the dispute with the assistance of all reasonable alternative dispute resolution options before litigation.

11. EQUIPMENT DATA

Hamilton Lifts' Equipment may contain on-board devices (each a GPS Device) which enable the Equipment to be connected to the internet and to send commands to and receive certain information from the Equipment, including geolocation data from a global positioning system and other data including but not limited to speed, battery voltage and ignition status of such Equipment.

By hiring any Equipment from Hamilton Lifts, the Customer expressly consents to Hamilton Lifts' use of the GPS Device on such Equipment during the Hire Period and to Hamilton Lifts collecting, using and retaining information from the GPS Device in accordance with our

HAMILTON LIFTS HIRE CONTRACT TERMS AND CONDITIONS

Privacy Policy, and that Hamilton Lifts is the owner of that data subject to your rights as set out in our Privacy Policy.

12. PRIVACY

Hamilton Lifts will comply with the Australian Privacy Principles in all dealings with Customers.

13. GOVERNING LAW

13.1 Hamilton Lifts and the Customer agree that this Contract is governed by the law of the state of Victoria, and the parties submit to the jurisdiction of the courts of that State.

14. ENTIRE AGREEMENT-SUCCESSORS

14.1 Hamilton Lifts and the Customer agree that this Contract is the entire agreement between the parties (as may be amended from time to time) and shall be binding on all successors and assigns of the Customer.

THE HIRE CONTRACT TERMS AND CONDITIONS MAY BE AMENDED FROM TIME TO TIME, IN THE SOLE DISCRETION OF HAMILTON LIFTS.