

ADDITIONAL TERMS OF HIRE FOR EQUIPMENT

1. General

- a. When you hire Equipment from us, these Additional Terms of Hire also apply to the Hire Contract, in addition to the General Terms of Hire for Equipment of United Rentals Australia Pty Ltd ABN 38 069 244 417 (**Terms**).
- b. Capitalised terms used in these Additional Terms have the same meaning as those used in the Terms, unless indicated otherwise.
- c. If there is any conflict between the Terms and these Additional Terms, then these Additional Terms will prevail to the extent of any conflict.

2. Royal Wolf/Containers

- a. Where we hire Equipment to you, we are not responsible for theft, loss, deterioration, spoilage, damage or loss of stored goods or goods in that Equipment, including without limitation damage caused by leaking of any Equipment, failure or malfunction of any refrigeration unit that is part of or hired in connection with the Equipment, condensation, humidity, transport, theft, fire, vandalism, vermin, insects including termites, white ants, heat, cold, dust, water or loss caused by forces of nature. In reference to termites and white ants you acknowledge that placing hired containers directly on bare ground represents a high risk of termite ingress and damage for which you will be liable.
- b. In the event of your default, or failure to pay your Hire fees, or breach of the Hire Contract, you agree that we may take possession of, or sell, any property in, on or attached to, the Equipment to pay such amounts, or any debts owing by you to the Owner. You grant us a particular and general lien over property removed from the Equipment as security for any amounts owed by you and authorise us to sell such property and apply the sale proceeds towards any amounts owed by you.
- c. You must ensure that the hired containers are empty prior to their return. If we are required to empty the container you agree to pay us on demand the reasonable costs for the removal and/or disposal of the contents, and the associated cleaning and repair costs.
- d. You indemnify and hold the Owner harmless from all losses, liabilities, damages, costs and expenses arising out of or in connection with any forfeiture, seizure, or impounding of, or claim, charge, lien or encumbrance on the Equipment.
- e. Transport
 - i. Where we or our subcontractors provide transport of the Equipment (**Transport**) for you, we and our subcontractors are not common carriers and accept no liability as such.
 - ii. All Transport is performed at your risk. You bear all risk of loss or damage to or arising out of the Equipment or its contents. This risk does not apply to regulated transactions. For the purposes of this clause a "regulated transaction" is one subject to section 47A of the *Fair Trading Act 1987* NSW or one under a consumer contract or a small business contract for the purposes of section 23 of the *Australian Consumer Law*.
 - iii. You must not request or perform Transport for any dangerous, explosive, flammable, hazardous or damaging goods without presenting a full description of those goods.
 - iv. We and our subcontractors are not liable for failure to deliver, delay in delivery of, or mis-delivery of the Equipment or its contents due to weather or other circumstances beyond our control. In this event we or our subcontractors will deliver as soon as reasonably possible.
- f. Use of Containers

Cl 7.1(c) of the Terms is amended so that a Customer may use containers off-shore, underground or in a mine, and move containers over water.
- g. Remote Locations
 - i. For remote or regional locations (being in excess of 150kms from the Owner's depot) where the Equipment includes kitchen units requiring assembly, the Owner will supply assembly materials only (including internal and external flashing), and the Customer is responsible for carrying out the installation and decommissioning of kitchen units at the Customer's cost.
 - ii. Should a breakdown of any Equipment occur in a remote or regional location (as defined above) the Owner will supply parts only, and the installation of the parts will be carried out by the Customer at its cost.

3. Shore Hire/Shoring Equipment

- a. You acknowledge that we have made the operating and safety instructions for the shoring Equipment available to you to read.
- b. You agree that you have not relied on any representation from the Owner, or anyone on our behalf, about the suitability of the shoring Equipment for any purpose or its selection or performance. You must satisfy yourself as to all such matters and any opinion or assistance offered by the Owner, or anyone on our behalf, is based on limited information and, whilst given in good faith, the Owner rejects all liability in respect of such opinion or assistance.
- c. You agree to test the shoring Equipment to ensure its suitability for your usage.
- d. Subject to clause 14 of the Terms and the general waiver of liability they contain, the Owner is additionally excluded from all liability related to your hire and use of the shoring Equipment, including but not limited to, liability arising from:
 - i. damage to all adjacent or surrounding structures on, above or below the ground;
 - ii. damage to utilities or services on, above or below the ground;
 - iii. damage caused by subsidence; and
 - iv. handling storm water and pumping waste.
- e. Any designs, calculations, drawings, specifications and sketches (**Designs**) produced by the Owner for you are prepared solely on the information supplied by you and the Owner is not responsible for the accuracy of those details. You acknowledge and agree that the Owner is not liable for any loss or damage arising from the use of the Designs. You indemnify the Owner against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Owner and any environmental loss, cost, damage or expense) in respect of:
 - i. death or personal injury;
 - ii. damage to tangible property; or
 - iii. any claim of direct or indirect loss or damage by a third party,in relation to your use or reliance on the Designs.
- f. No rights in any Designs are transferred to you arising out of your hiring of the shoring Equipment from the Owner.
- g. You acknowledge and agree that where water logged ground is encountered, then adequate dewatering equipment may need to be installed at your cost to control the inflows.
- h. You must return the shoring Equipment to us in the same clean condition and working order it was in at the start of the Hire Period, ordinary fair wear and tear excepted. This includes, without limitation, the removal of all graffiti, concrete, and mud from the shoring Equipment.
- i. We require unrestricted safe access to the delivery place you nominate for the shoring Equipment. Prior to delivery and installation, you must at your expense:
 - i. provide a crane or excavator for the placement and removal of the shoring Equipment; and
 - ii. provide us with all relevant site information and any other information relevant to the safe delivery of the shoring Equipment.

4. Orange Hire

- a. Additional hire charges will apply if mechanical Equipment is used in excess of 8 hours in any day.