

CONDITIONS OF HIRE

The Owner is Marpoll Pty Ltd (ACN 009 063 003) trading as Liftrite Hire and Sales. The Hirer is the person described on the Hire Contract and if more than one person then those persons jointly and severally.

INSPECTION AND WARRANTY

1. The Hirer acknowledges that they have inspected the goods and
 - a) are satisfied that the goods are in clean condition and in good and substantial order, repair and condition.
 - b) are aware of the proper use for which the goods are designed.
2. Except for any warranties implied by the Competition and Consumer act 2010 (Cth), all conditions and warranties (statutory or otherwise) whether of fitness for purpose, quality or description are negated and excluded. To the extent permitted by law:-
 - a) Any warranties as to the condition of the goods are expressly excluded by the Owner;
 - b) The Owner limits its liability for breach of any condition or warranty implied by law to the replacement, repair or re-supply of the goods; and
 - c) The Owner shall not be liable for any indirect or consequential loss or damage whatsoever or howsoever caused.

For the avoidance of doubt, nothing in this agreement is intended to exclude or limit the rights granted to the Hirer under the Australian Consumer Law.

CHARGES AND TERMS

3. The Hirer will pay hire charges at the rate and in the manner specified from the commencement date of the hire until
 - a) the goods are returned by the Hirer to the premises of the Owner in clean condition and good and substantial order and repair, or
 - b) the Hirer notifies the Owner's hire controller that the goods are ready for collection, verbally and confirmed in writing and the Owner is satisfied that the goods are in clean condition and good and substantial order and repair.
4. In the event of the Hirer requesting the Owner to transport the goods to or from the Owner's premises the Hirer shall pay the Owner all charges and expenses incurred by the Owner in delivering, installing and / or collecting the goods in addition to the hire charge.
5. Hire charges, delivery and collection charges or other charges where applicable are payable on strictly net cash 7 days basis, unless otherwise specified, including loss, damage and cleaning.
6. Hire rates stated are based on the following periods of hire and hours of usage.
 - a) a day of 8 hours use over a continuous 24 hour period.
 - b) a week of 40 hours over a continuous 7 day period.

If the Hirer uses the goods outside the periods or hours shown above he will be liable to pay the Owner for the excess on a pro rata hourly or daily basis.

7. Unless otherwise stated the words "the Hirer" includes servants, agents, employees or contractors of the Hirer.
8. The Hirer must obtain and hold for the duration of the hire period adequate insurance for the current market value of the goods and for damage to third party property (to such amount as the Owner may determine but in any event not being less than \$500,000 per event). The Hirer hereby authorises the Owner to receive all monies payable by the insurer under the relevant policy or by any other person in respect of loss or damage and appoints the Owner as the Hirer's agent to recover and/or compromise in the Owner's and the Hirer's names any claim for loss or damage whatsoever under the relevant policy.

MAINTENANCE AND BREAKDOWN

9. The Hirer will use the goods in a skilful and proper manner and for the purposes for which such goods were designed and will comply with all notices, directions and legal requirements of all government authorities Act of Parliament and regulations in any way relating to the goods at the Hirer's expense.
10. The Hirer will
 - a) keep and maintain the goods in a clean condition and good substantial working order and repair.
 - b) supply at the Hirer's expense all oil and grease

- c) supply, at the Hirer's expense, all fuel necessary for operation of the goods.
- d) give the Owner access to the goods for maintenance at any reasonable time and without the Owner giving prior notice in that regard;
- e) use or permit use of the goods only by properly qualified persons;
- f) not alter the goods or alter, deface or cover any identifying number, mark or place which may be affixed to the goods;
- g) use all due care to prevent damage to or loss or destruction of the goods, other persons or property.

11. In the event of breakdown and failure of the goods, the Hirer must notify the Owner immediately and will not have any repairs affected thereto by any person other than an employee of the Owner or such person as the owner may nominate. Subject to clause 12, the costs of the repairs shall be borne by the Hirer.
12. In the event of a breakdown or failure which in the opinion of the Owner is caused by fair wear and tear the Owner will at the Owner's expense restore the goods to working order as quickly as reasonably possible.
13. The Owner will provide Technical Services onsite during the hours of 7.30am to 5.00pm Monday to Friday excluding Public Holidays. A seven (7) day, twenty four (24) hour service is available at all locations. Any after hours service will be charged at the applicable ruling penalty rates for after hours service. There is no charge for any parts that have to be replaced due to fair wear and tear during any after hours service.

LOSS, DAMAGE AND CLEANING

14. The Hirer hereby assumes and shall bear the entire risk of loss or damage to the goods from any and every event whatsoever and howsoever caused from the time the Customer takes possession of the goods until the goods are returned to the Owner. The Hirer also agrees that no such loss, theft or damage to the goods or any part of the goods shall impair or otherwise limit any obligation of the Hirer or the rights of the Owner under this agreement.
15. If upon return of the goods to the Owner they are found not to be in clean condition and / or not in good and substantial order and repair (fair wear and tear excepted) the Hirer shall pay to the Owner the cost and expenses of restoring the goods to clean condition and / or good and substantial order and repair and in accordance with clause 3, the Hirer shall remain liable for hire charges on a daily basis until such time as the goods are restored to a clean condition and/or good and substantial order and repair.
16. The Hirer accepts full responsibility to compensate the Owner for the value of goods or parts thereof which may be lost, damaged or stolen from the time of commencement of the hire or delivery, whichever is earlier, until the goods are returned to the Owner's premises or collected by the Owner in clean condition and/or in good and substantial order and the goods are able to lawfully used by the Owner. This right shall not be prejudiced by or prejudice any other right under this agreement. If the goods are not able to be returned to the Owner's premises on account of their loss or theft or if the goods are damaged such that they are not in a clean condition / and or good and substantial order (and clause 15 does not apply), then the Hirer must, in the absolute discretion of the Owner:-
 - a) replace the goods with like goods that are in good repair, condition and working order and pay all associated costs; or
 - b) pay to the Owner the replacement cost of the goods, within 24 hours of the Owner advising the Hirer of its option. If the Hirer fails to do so, and the goods are not able to be lawfully used by reason of the loss, theft or damage, the Hirer must pay to the Owner, in addition to the normal hire costs, the cost of renting replacement goods at the applicable daily hire rate for the goods, until the Hirer fulfils its obligations under this clause.
17. Where the use of the goods by the Hirer results in an accident or claim, or where damage, loss or theft is sustained to the goods, the Hirer must in addition to its obligations under this agreement-
 - a) ensure that criminal damage or theft is reported to the police promptly;
 - b) ensure that any incident of loss, theft or damage is reported to the Owner immediately;
 - c) co-operate fully with the Owner and the insurer of the goods and supply all such information required; and
 - d) not without the Owner's written consent, given any offer, promise of payment, waiver, release, settlement, indemnity or admission of liability.

REMOVAL AND RETURNS

18. The Hirer shall not remove the goods from the job site stated without the written consent of the Owner except for the purpose of returning the goods to the Owner's premises.
19. Notwithstanding anything herein contained it is expressly understood by the Hirer that the onus rests with the Hirer to ensure that the goods are returned to the Owner's premises or that the goods are collected by the Owner.

INDEMNITY

20. The Hirer hereby indemnifies and holds indemnified the Owner from and against all claims, actions, suits, demands, damages, costs and expenses, including all legal costs and expenses, made or imposed for any injury, loss of life or damage to persons or property or in any way arising out of the use of the goods between the commencement of the hire and the return of the goods to the Owner whether caused by negligence of the Hirer, his servants or agents or by the negligence of any person whatsoever or arising out of the condition of the goods or the use to which they are put or otherwise whatsoever including without limitation any claims for consequential loss or tax liabilities or claims by third parties.

TERMINATION AND BREACH OF AGREEMENT

21. If the Hirer makes default in the observance or performance of any of the terms and conditions in this agreement the Owner may without notice to the Hirer determine the hiring and take possession of the goods. For that purpose the Hirer hereby authorises the Owner, its servants and agents to enter upon any premises in the occupation of the Hirer to search such premises and to remove the goods therefrom. The Hirer shall remain liable to the Owner for all monies payable by the Hirer to the Owner during the hire period.

Notwithstanding anything herein contained the Owner shall not be liable to the Hirer or any other person for any loss or damage to any person or property occasioned by the use and operation of the goods whether such loss or damage is occasioned by a defect in or wear of the goods or otherwise.

PERSONAL PROPERTY SECURITIES ACT (2009) "PPSA"

22. Title to the goods remains with the Owner at all times.
23. The Hirer acknowledges that:
- this agreement may create a security interest under the PPSA; and
 - the Hirer has not agreed to postpone the time for attachment of the security interest under this agreement.
24. The Hirer must sign all documents and do all things reasonably necessary which the Owner may require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register (PPSR). The Hirer is liable to reimburse the Owner of all costs incurred by the Owner with respect to protecting the Owner's security interest on the PPSR including legal fees (on a solicitor/ client basis) and any enforcement measures and proceedings taken by or defended by the Owner to protect the Owner's rights under the PPSA.
25. The Hirer must not grant or permit to be granted any security interest in the goods to any person other than the Owner and must not register a financing statement. The Hirer must not sell, dispose, lease or mortgage the goods or permit any lien over the goods.
26. The Hirer hereby indemnifies and agrees to keep the Owner indemnified against any and all claims or demands in relation to accessions to the goods and the Owners removal or retention of those accessions (including legal fees on a solicitor/client basis)
27. So far as permitted by the PPSA, the Customer waives its rights and with the Owner's agreement, contracts out of its rights under section 95 (to the extent that it requires the Owner as secured party to give a notice to the Hirer as grantor), section 96, the application under section 116(2) of the provisions of Part 4.3, section 129(2), section 129(3), section 130 (1)(a), section 132 (to the extent that it requires the Owner as secured party to give a statement of account to the Hirer as grantor), section 134(2)(a), section 135(1)(a), section 142; and section 143 of the PPSA
28. For the purposes of section 125 of the PPSA the Hirer agrees that a "reasonable period" shall not mean less than 12 months regardless of the circumstances.
29. Without limiting any other right the Owner may have, the Hirer must immediately return the goods to the Owner if requested to do so by the Owner following non-payment or breach, and the goods having been returned to or re-taken by the Owner, Hirer agrees not to seek to reinstate this agreement under section 143 of the PPSA.
30. All terms used in this agreement shall, unless otherwise provided, have the same meaning as given to those terms in the PPSA.

AUTHORISATION AND PRIVACY ACT

31. The Hirer hereby agrees and confirms that the Owner is hereby irrevocably authorised to act if it so wishes on the Hirer's behalf in exercising any rights or issuing or carrying on or enforcing any legal proceedings which it thinks desirable to protect its rights in relation to the goods and by the Hirer hereby acknowledges and agrees that the Owner may make all and any

outstanding debt under this agreement, and if the Owner deems necessary, engage a debt collector or solicitor for the purpose of recovering any outstanding debt and exchange information about the Hirer for the purposes of recovering the debt. The Hirer indemnifies the Owner for all costs incurred by the Owner in exercise of the Owner's rights pursuant to this clause (and where applicable on a solicitor/ client basis).

EXTENSION AND RENEWAL OF HIRE PERIOD

32. The hire period can only be extended or renewed by the written agreement of the Hirer and the Owner. If requested, the Hirer will, at the Hirer's expense, return the goods to the Owner (for such period as required by the Owner) prior to any extension or renewal of the hire period.

BANKRUPTCY/ INSOLVENCY

33. If during the hire period the Hirer commits or suffers an act of bankruptcy or has a winding up petition presented against it, or becomes insolvent, or a resolution for its winding up is passed or proposed or an Administrator, Liquidator or Receiver is appointed, this agreement shall immediately terminate and the Owner shall have and may exercise all rights as if the hire period had ended.

ON-HIRE / ASSIGNMENT / ACCESSIONS

34. The Hirer must not on-hire the goods or assign its interest in this agreement without the express written consent of the Owner.
35. The Owner may assign its interest in this agreement to a third party in its absolute discretion.
36. Any accessories or replacements which now or hereafter are supplied or attached to the goods become a part of the goods and will be subject to the terms and conditions of this agreement as if it were a part of the original goods.

AMENDMENT OF THIS AGREEMENT

37. The Owner may amend or modify this agreement. The Owner must provide 7 days notice, setting out the details of the modification or amendment prior to implementing the change.
38. The Hirer may terminate this agreement by notice in writing prior to the expiration of the 7 day period, however, the termination will not be effective unless the goods are returned to the Owner in clean condition and/or good and substantial repair within the 7 day period.
39. If the Hirer does not terminate this agreement in accordance with clause 34, the Hirer will be deemed to have consented to and accepted the changes.

GENERAL

40. Time is of the essence in respect of the rights and obligations of the parties to this agreement.
41. This agreement shall be construed with and be governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the Courts of that state.
42. In the event that any provision of this agreement is invalid, illegal or unenforceable then that provision shall be severed from this agreement and the remaining provisions and clauses of this agreement shall remain in full force and effect and be unaffected by the severance.