



TERMS AND CONDITIONS OF EQUIPMENT HIRE

1. DEFINITIONS

- 1.1 "Steelcom" is ThyssenKrupp Steelcom Pty Limited and includes its successors, assigns or personal representatives.
- 1.2 "Hirer" is the company firm or person taking Steelcom's equipment on hire and includes their successors, assigns or personal representatives.
- 1.3 "Equipment" is all items of plant, equipment and accessories which Steelcom agrees to hire to the Hirer as set out in Steelcom's hire Offer.
- 1.4 "On site" includes Equipment delivered on a truck at a site or near a site, and collection of Equipment from Steelcom's Yard.
- 1.5 "Yard" includes a place nominated by Steelcom for the Equipment to be collected from or returned to.
- 1.6 "Representative" includes the Hirer's contractor or person with the purported authority of the Hirer.
- 1.7 "Demurrage" is a waiting time charge.
- 1.8 "Offer" is Steelcom's quotation for Equipment sought by a hirer.

2. ACCEPTANCE OF OFFER

Acceptance of Steelcom's hire Offer occurs when the Hirer returns its hire order and these terms and conditions to Steelcom.

3. DELIVERY OF EQUIPMENT

The acceptance of the Equipment on site and the signing of the delivery note by the Hirer or its Representative shall be proof of the receipt by the Hirer of the Equipment listed in the delivery note.

4. EXTENT OF CONTRACT

No terms and conditions other than those specifically set out in this document and Steelcom's hire Offer shall be deemed to be incorporated in and form part of the contract. No variation of the terms and conditions shall have effect unless agreed to in writing by Steelcom.

5. PERIOD OF HIRE

The hire period shall begin on the date the Equipment leaves Steelcom's Yard. The hire period finishes on the date the Equipment is returned to Steelcom's Yard. Subject to the hire period stated in Steelcom's hire Offer, the minimum hire period is 1 week.

6. PAYMENT FOR HIRE

- 6.1 Payment for the hire of the Equipment will be made by the Hirer in accordance with Steelcom's hire Offer with the period of hire calculated in accordance with provision 5 above.
- 6.2 The hire is invoiced in 4 weekly hire periods.
- 6.3 Payments not made within 14 days of their due date will bear interest at the rate prescribed under Section 101 of the New South Wales Civil Procedure Act calculated at daily rests.
- 6.4 At both the beginning and the finish of the period of hire, the Hirer agrees that all costs associated with loading and unloading the Equipment at Steelcom's Yard and the delivery site, and transporting and arranging delivery of the Equipment to and from the Yard, are the Hirer's responsibility.
- 6.5 Where a transport rate is included in Steelcom's hire offer, the rate quoted includes the cost of loading and unloading the Equipment on to a truck at the Yard but does not include the cost of loading and unloading the Equipment On site.
- 6.6 Payment for hire of the Equipment will not be suspended if a breakdown occurs, unless the breakdown occurs as a result of fair wear and tear or a defect in the Equipment, in which event the hire period will be suspended from the time of notification until the Equipment is repaired.
- 6.7 The Hirer agrees to pay for fuel and oil used during the period of hire.
- 6.8 The Hirer agrees to pay Demurrage of not less than \$66 per hour for each truck or other Equipment after 1 hour waiting time has passed.
- 6.9 The Hirer agrees to pay applicable stamp duty on the hire contract.
- 6.10 The Hirer agrees to pay all recovery costs associated with any amount overdue to Steelcom.

7. OPERATION OF EQUIPMENT

- 7.1 It shall be the Hirer's responsibility to ensure that the Equipment is suitable for the purpose for which it is required.
- 7.2 The Hirer agrees that the Equipment will be operated in accordance with the operating instructions issued by the manufacturer, contained in the operating manual.
- 7.3 The Hirer agrees that the Equipment will only be used for the purpose for which it was hired and not used beyond the capacity of the Equipment as stated in the operating manual and instructions provided by Steelcom.
- 7.4 The Hirer agrees that it will employ competent personnel to operate the Equipment and will operate the Equipment as recommended in the operating manual.
- 7.5 The Hirer agrees that it is responsible for carrying out and the costs associated with the regular servicing, greasing, maintenance and adjustment of the Equipment with such servicing to include:
 - (i) greasing, oiling and lubrication as per instructions provided by Steelcom.
 - (ii) adjustment of bolts, nuts, screws, clamps and hydraulic pistons daily.
 - (iii) cleaning of the Equipment and tightening of nuts, bolts, screws and clamps.
- 7.6 The Hirer agrees that only fuels and lubricants approved by Steelcom are to be used in the Equipment, the cost of which is the Hirer's responsibility.
- 7.7 The Hirer agrees that it is responsible for the cost of replacing parts for the Equipment, fair wear and tear excepted.
- 7.8 The Hirer agrees that should the Equipment suffer any major breakdown whilst on hire that the Hirer shall immediately notify Steelcom's Equipment department (Tel: 02 4966 0688) giving details of the apparent cause of failure and the parts required.
- 7.9 The Hirer agrees that it will not modify or change the Equipment in any way.

8. DAMAGE TO EQUIPMENT

The Hirer agrees that all damage to the Equipment shall be the Hirer's responsibility and be payable by the Hirer.

9. REMOVAL OF EQUIPMENT

The Hirer shall not move the Equipment to another job or transfer or assign the hire contract without the prior written consent of Steelcom.

10. LOSS OF EQUIPMENT

The Hirer agrees that if the Equipment or any part of it is lost irrespective as to how such loss occurs, the Hirer will be responsible for the loss and shall repay Steelcom for such loss.

11. LIABILITY FOR EQUIPMENT

The Hirer agrees that no liability whatsoever shall attach to Steelcom for any loss, injury or damage howsoever obtained whether direct or indirect caused by or in connection with the use of the Equipment and the Hirer agrees that it shall save harmless and indemnify Steelcom against any claims by any party whatsoever for any injury to persons or damage to property caused by the Equipment or in connection with or arising out of the use of the Equipment

12. REPRESENTATIONS

To the extent permitted by law Steelcom makes no representations either written, verbal or implied about the suitability of the equipment for the use the Hirer intends for the Equipment or the use the Equipment is utilised for.

13. INSURANCE

- 13.1 The Hirer agrees that it is its responsibility to insure the Equipment against theft, loss or damage including personal injuries to third parties.
- 13.2 The Hirer agrees to produce for inspection by Steelcom upon reasonable notice evidence of insurance policies held.

14. TERMINATION OF HIRE

- 14.1 The hire period shall terminate when the Equipment is returned to Steelcom's Yard or if the Hirer breaches this contract.
- 14.2 Subject to clauses 5 and 14.1 above, the hire of the Equipment may be terminated by either party on 1 day's notice.

15. APPLICABLE LAW

The law of New South Wales applies to and governs this contract.

Date:

Steelcom

Hirer

Name of person signing (print)