



TERMS AND CONDITIONS OF STEEL 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 steel on hire and includes their successors, assigns or personal representatives.
- 1.3 "Steel" is the sheet pile and other steel which Steelcom agrees to hire to the Hirer as set out in Steelcom's hire Offer.
- 1.4 "On site" includes Steel delivered on a truck at a site or near a site, and collection of steel from Steelcom's Yard.
- 1.5 "Yard" includes a place nominated by Steelcom for the Steel 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 "Non return rate" is the charge made where the Steel is returned to Steelcom or retained by the Hirer in breach of clause 6.
- 1.9 "Offer" is Steelcom's quotation for Steel 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 STEEL

The delivery of the Steel 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 Steel 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 Steel leaves Steelcom's Yard. The hire period finishes on the date the Steel 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 Steel 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 the beginning and the finish of the period of hire, the Hirer agrees that all costs associated with loading and unloading the Steel at Steelcom's Yard and the delivery site, and transporting and arranging delivery of the Steel 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 Steel on to a truck at the Yard but does not include the cost of loading and unloading the Steel On site.
- 6.6 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.
- 6.7 The Hirer agrees to pay a non-return rate for the Steel of not less than \$ per square metre of Steel.
- 6.8 The Hirer agrees to pay applicable stamp duty on the hire contract.
- 6.9 The Hirer agrees to pay all recovery costs associated with any amount overdue to Steelcom.
- 6.10 If a purchase of the Steel occurs after a hiring period no credit will be given to the Hirer for the hiring payments made or due.

7. TREATMENT OF STEEL

- 7.1 The Hirer agrees to return the Steel in the same state as it was delivered and agrees to pay the cost of returning the Steel to that condition, including the cost of removing extraneous material, such as mud, rock and earth, from the Steel.
- 7.2 The Hirer agrees not to reduce the length of the Steel or weld the Steel together.
- 7.3 The Hirer agrees to return the Steel in lengths which have not been clutched together but which are in nested bundles of equal length with approximately 7 lengths per bundle.
- 7.4 The Hirer agrees to remove and grind all inclusions welded to the Steel during hire, such as angles, channels and brackets, and weld over all holes cut in the Steel before the Steel is returned.
- 7.5 The Hirer agrees to return the Steel in a redriveable condition.
- 7.6 If the Steel is not returned in a redriveable condition, but can be repaired to a redriveable condition, the Hirer agrees to pay for the cost of such repairs or the decrease in value of the Steel, which ever is the lower figure. If the Steel cannot be repaired the Hirer agrees to purchase the Steel at the price referred to in the hire Offer.

8. USE OF STEEL

- 8.1 It shall be the Hirer's responsibility to ensure that the Steel is suitable for the purpose for which it is required.
- 8.2 The Hirer agrees that the Steel will only be used for the purpose for which it was hired and not used beyond the capacity of the Steel.
- 8.3 The Hirer agrees that it will employ competent personnel to drive and extract the Steel.

9. REMOVAL OF STEEL

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

10. LOSS OF STEEL

The Hirer agrees that if the Steel 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 STEEL

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 Steel 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 Steel or in connection with or arising out of the use of the Steel.

12. REPRESENTATIONS

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

13. INSURANCE

- 13.1 The Hirer agrees that it is its responsibility to insure the Steel 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 Steel is returned to Steelcom's Yard or if the Hirer breaches this contract.
- 14.2 Subject to clause 5 and 14.1 above, the hire of the Steel 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)