

BUTLERS HIRE PTY LTD

(ACN 001 377 635)

(ABN 52 083 989 612)

TERMS AND CONDITIONS OF HIRE

Conditions of Contract

These conditions of Hire apply to all hires by Butlers Hire Pty Ltd ("the Company") to each Customer unless the Customer is otherwise notified in writing. No variation or cancellation of any of these Conditions of Hire will be binding on the Company unless agreed to by a responsible officer of the Company in writing.

1. Quotation

Unless otherwise stated in writing the Company's quotation will be valid for a period of seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation.

Acceptance of the quotation is subject to written confirmation/purchase order and the Company Terms and Conditions signed by an authorised person on behalf of the Customer.

On commencement of hire without your written confirmation to such action it shall be deemed that the Customer accepts these Terms and Conditions of Hire as stated.

2. Use of Equipment

All equipment supplied on hire is the property of the Company and remains so throughout the period of hire.

The Customer will be responsible for the equipment during the whole of the hire period and shall maintain the equipment in good order and condition reasonable wear and tear excepted.

3. Additional Equipment

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

4. Extended Hire

All hires not returned to the Company by the end of the contract period will be charged to the Customer. This will be charged at the standard weekly rate until such time as the equipment has been returned. The Customer shall give appropriate notice in writing to the Company if extension and/or termination of hire is required.

5. Delivery

Availability of stock is as quoted subject to receipt of order. Every endeavour will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery.

Where it has been agreed between the Company and the Customer that equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified time arranged at that address on the last day of the hire period. Where the customer has taken delivery at the premises of the Company all equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of the Company by close of business on the last day of hire, then the Company must be notified immediately.

6. Delivery Dockets

The Company's delivery dockets shall be and is deemed to be conclusive evidence of the quantity and identity of the equipment delivered and as to the date of delivery. The Customer shall be responsible at it's own cost for providing a representative to check the quantity and identity of equipment delivered and to sign the Company delivery docket.

The Customer acknowledges and agrees that the Company shall be able to deliver the equipment whether or not a Representative of the Customer is present at the time of delivery.

7. Site Approval

The Customer shall be responsible for giving any local or other authorities any necessary notice of their intention to erect equipment or to have equipment erected and shall pay all fees in connection therewith.

4.10.00

The Customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the equipment and that the foundation upon which the equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the equipment and the load to be put on it without subsidence.

In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out it's obligations under the term the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

8. Misuse of Equipment

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, abuse of the equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

9. Security

The Customer is responsible for the security of the equipment until such time as it is returned to or collected by the Company.

In the event of the equipment being stolen from the job site, the hirer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until such notification is received by the company, the hiring charges will continue. The Customer shall indemnify the Company for any such loss at the Company's latest current price.

The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interest of safety.

10. Access to Site

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

11. Insurance

The Customer shall ensure that all equipment is adequately insured under a Customer's All Risk Insurance Policy which shall be available for the Company's inspection on request.

The Company will not insure any equipment.

12. Losses and Damages

Any equipment lost or damaged during the period the Customer is deemed to be in possession of the equipment shall be charged by the Company to the Customer in the case of:

- Loss - shall be deemed to be a purchase of equipment by the Customer at the Company's latest current price.
- Damage - shall incur a repair cost to the Customer.

13. No Liability for Indirect or Consequential Loss

The Company shall not in any event be liable for contingent, consequential, indirect, special, punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), strict liability or otherwise.

14. Safety

The Company adheres to the laws of the Occupational Health and Safety Act 1983.

The Customer is to ensure adequate safety measures are adopted when necessary.

The Customer will make any inspections to ensure that there are no breaches of safety requirements at the site whether imposed by an authority or otherwise, that all works are performed according to the relevant Codes and Standards and manufacturer's specifications and that there were no alterations or modifications to any equipment made by any person other than an employee of the Company.

15. Electrical Damage

Damage by fusion of electrical equipment is the Customer's liability and failure to take out the necessary precautions will result in the Customer being charged for repairs to the damaged equipment.

The Company does not supply electrical contractors and it is highly recommend that all electrical

equipment be installed and supplied by a licensed electrical contractor.

16. Cleaning

Upon completion of the hire the equipment must be returned properly cleaned by the hirer. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the Customer to clean the equipment will incur a charge to the Customer.

17. Payment Terms

All payment terms are strictly due as specified on the Company Quotation. For non-account customers, terms are nett cash on delivery.

If payment is not received within our trading terms, supply of further goods will be withheld until such time the payment is made in full. The Company reserves the right to charge interest up to 1.5% per month on overdue accounts. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice and all credit facilities will be closed.

Any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies including dishonoured cheques, debt collection, agency fees and solicitor's costs shall be paid by the Customer.

In order to retake possession of the equipment, it shall be lawful for the Company to enter into or upon any premises where the same may be and the hirer hereby agrees to indemnify and keep indemnified the Company against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by the Company arising from the Company's entry into or upon any premises in exercise of its right of repossession.

18. Goods & Services Tax/Stamp Duty

Where applicable the Customer will be charged in accordance with current Federal and State legislations.

19. Governing Laws and Venue

This contract will be governed and construed in accordance with the laws of the State of New South Wales and the parties submit to the jurisdiction of the Courts of that State to which Courts of appropriate jurisdiction there will be submitted for determination any dispute claim or demand arising out of this agreement or anything done or purported to be done in pursuance of this agreement.

20. Interpretation

("The Company") means BUTLERS HIRE PTY LTD (ACN 001 377 635) and includes its servants or agents.

("The Customer") shall mean the person or persons or company to whom the invoice is addressed and shall include their legal representative, administrators, successors and/or permitted assignees.

21. Pro Floor

Any Pro Floor dry-hired not returned "as supplied" will incur a fee of \$1.00 per square metre for reconstitution of stock.

22. Damage Waiver

The Hirer shall be charged damage wavier to cover accidental damage and general wear & tear to all hire items. It also covers breakages to crockery & glassware, as well as damages to all Linen. All broken and damaged equipment must be returned to Butlers Hire otherwise they are classified as missing items (see 12. Losses and Damages).

Any Equipment items damaged from deliberate mistreatment or misuse will result in the Hirer paying the full and or replacement Value.

Acceptance of Terms and Conditions of Hire

I/We (The Customer) acknowledge that we have read, understood and agreed with Butlers Hire's Terms and Conditions of Hire as set out in the above agreement.

Authorised Signature

Quote No

Date

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