

GENERAL TERMS AND CONDITIONS OF HIRE Pasma Holdings Pty. Ltd.

1. **General** - These Conditions of Hire apply to the hire of the equipment provided by PASMA, hereinafter called the Company, or where a quotation is made, they shall form part of that quotation. No variation or cancellation of any of these Conditions of Sale shall be binding on the Company unless assented to by the Company in writing.
2. **Precedence** - In the event of conflict between these conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, quotation, order or contract, then these conditions prevail except in as far as they are expressly varied by the Company in writing or otherwise by law.
3. **Acceptance** - A quotation is not to be construed as an offer or obligation and the Company reserves the right to accept or reject any orders received. Written orders are accepted. Telephone orders are accepted accompanied with a purchase order or reference number, followed in writing, by mail, by fax or email.
4. **Validity** - Unless otherwise stated, quotations are open for acceptance for a period of 30 days from date of quotation and thereafter are subject to confirmation before acceptance.
5. **Cancellation or variation** - A contract may, at the Company's option, be terminated in the event of insolvency of the purchaser or of execution being levied against any of the goods of the purchaser or of the purchaser being placed in liquidation, whether voluntarily or otherwise.
An order may be varied only if such variation is accepted by the Company in writing and any variation or cancellation by the purchaser (whether or not it has been agreed to by the Company) may only occur on terms which will provide for the Company to be indemnified by the purchaser against any loss or damage.
6. **Ownership & title** - The Hirer acknowledges that Pasma retains Title to the plant (even if the hirer goes into liquidation or becomes bankrupt during the hire period). Under no circumstances will the plant be deemed to be a fixture. The hirer must not offer, sell, assign sub-let, mortgage, pledge or otherwise deal with the plant in any way which is inconsistent with the rights of Pasma as the owner of the goods.
Performance - Any performance figures given by the Company are based on the Company's experience and are such as the Company expects to obtain on test. The Company is under no liability for damages for failure to attain such figures unless the Company has specifically guaranteed them in writing, subject to recognised tolerances applicable to such figures.
8. **Hire Period**
The Hire Period commences when either:
 - You take possession of the equipment; or.
 - If you request delivery and collection of the equipment, the time We deliver the equipment to the address You have nominated and included in the schedule of delivery and costs
 - The hire period is for an indefinite term and ends when the equipment is back in our possession.
 - The hire period is a daily hire and includes weekends and public holidays
 - The hire period can only be changed if you request a variation and we agree to that variation in writing.
9. **GST** - For the purpose of these conditions "GST" means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (the Act).
The prices quoted do not include GST unless specifically stated.
GST will be added to the price of the goods and any other form of taxable supply as defined in the Act at the rate applicable at the time of supply, and the Company will provide a valid tax invoice.
10. **Minimum order values** -
The following minimum values will apply to any hire:
 - Minimum of one (1) days Hire unless agreed to in writing
 - \$100.00 nett excluding GST, delivery and freight charges, for goods delivered to a customer's premises
11. **Delivery/Pickup charge** - A delivery charge may be charged at the rate applicable at the time of delivery & will be applied to each delivery to a customer's premises, or as directed by the customer. This amount will be shown as a separate item on all invoices.
Pickup charges will also apply when the equipment is subsequently picked up from the customer's premises.
12. **Terms of payment** - Cash before delivery, or if an account customer then Nett cash 7 days from invoice date unless otherwise stated or agreed.
 - The invoice will be deemed to be correct after (7) seven days from invoice date or, if an overseas customer, date of posting plus Seven (7) business days.
 - Any disputed amount will not be a reason to withhold payment for the undisputed items.
 - Advanced payment or a deposit may be required for some purchases prior to ordering for the customer. If payment is not received the supply or purchase of the goods may be delayed until such payment is received.
13. **Packing** - Unless stated otherwise in the quotation, the price quoted includes packing in accordance with the Company's standard practice. Any other packing requested by the purchaser or deemed necessary by the Company will be charged for in addition to the price quoted.

14. **Delivery** - The delivery period quoted commences from the date the Company receives sufficient information to proceed with the hire or from the date the Company receives the purchaser's written order, whichever is the later date. Quoted delivery dates are subject to confirmation when placing the order. The Company is not in any event liable to the purchaser for any loss of profits or any other consequential loss or damage caused to the purchaser by any delay in the delivery or any non-delivery of the equipment or any part of them.

It is the Hirers responsibility to check that all items of equipment required have been supplied.

15. **Storage** – The Hirer is responsible for the secure and safe storage of the equipment against damage by vandalism, theft and other risks associated with the location of the equipment including wind, flood or water damage caused by storms

16. **Damage or loss** – The hirer is responsible at its own cost for insuring the equipment for the full replacement value against any loss, damage or theft including fire or water damage. The Hirer will be liable to pay Pasma on demand the full replacement value of any equipment lost, damaged or stolen. Any damages found on return of the goods will be repaired or replaced at the Hirer's cost and will be charged accordingly. Pasma will inspect the equipment on return and advise the Hirer with any details of any damages or loss within 14days of inspection.

17. **Bond** – A bond of minimum \$1000.00 may be required on pickup of the equipment from our premises. A credit Card imprint may be provided for this in lieu of payment in cash. In that case a \$1000.00 Pre-Authorisation will be lodged with the credit card provider. Any damage to the equipment or accessories including cables will be charged to the customer and the Bond may be used towards any cost recovery.

18. **WPH&S**. The Hirer is responsible for the correct operation of the equipment and shall familiarise themselves of the correct and safe operation of the equipment as per the operation manual accompanying the equipment. The Hirer is responsible for establishing correct WPH&S procedures & practices for safe operation of the equipment. Pasma cannot be held liable for any injuries or damage sustained to any person or equipment whatsoever. The Hirer is responsible to ensure the suitability of the equipment being used for the task. The hirer is responsible to ensure that suitably trained and qualified personnel only are to operate the hired equipment.

18. **Operation of the plant**. The Hirer is responsible for the correct operation of the plant. To carry out any tests and checks, as well as any pre-operational checks. Safety of the operational personnel and equipment are the Hirer's responsibility. The Hirer is also responsible for safekeeping of the plant and maintaining the equipment in safe working order. The Hirer will advise Pasma immediately of any failure of the equipment.

19. **Suitability of operators**. The Hirer may be required to nominate the personnel who will be operating the equipment for Pasma's assessment. If in Pasma's opinion the nominated personnel are not suitably qualified, the client may nominate another person or engage Pasma to operate the equipment. Training can be provided by Pasma on an hourly basis with a 1hour minimum charged. Initial operating instructions at the commencement of the Hire complete with the operating manuals/handbook will be provided and is included in the cost of hire.

20. **Loans & hire** - Any equipment loaned or hired out by the Company and not returned to the Company within the specified loan or hire period are deemed as sold, and the list price of the equipment becomes due and payable by the recipient.

Any equipment Loaned or hired out by the Company must be returned by the recipient in the original packing, and in original condition - fair and reasonable wear and tear excepted.

Any returned equipment found damaged or defective, due to reasons not covered by the Company's standard warranty provisions, results in the recipient being charged for repair charges, or the cost of the equipment, whichever is the lesser.

Return freight, if applicable, will be prepaid by the recipient.

21. **Acceptance of this agreement** - The Hirer accepts all these terms and conditions and/or any additional terms stated at the commencement of the hire period or when the Hirer takes possession of the equipment and/or any accessories. The Hirer warrants that he or she has the authority to act on behalf of their company or business and is empowered to bind the company or business to these terms and conditions of Hire.

Special Conditions of Hire:

To be signed by the Hirer and forms part of the entire Hire agreement.

X