DIRECT HIRE

33 West Wyberba Street, Tugun Qld 4224
Phone: 07 5598 1212
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MASTER AGREEMENT FOR THE HIRE OF PLANT AND EQUIPMENT

BETWEEN

Rosnow Pty Ltd (ACN 010 282 532) and Rosnow Management Pty Ltd (ACN 106 906 978) ("Supplier")

AND

The person/organisation placing the Order ("Customer or Hirer")

Application for a Monthly Credit Account

with: ROSNOW PTY LTD (ACN 010 282 532 ABN 52 949 214 327)
ROSNOW MANAGEMENT P/L (ACN 106 906 978 ABN 23 106 906 978)

Trading names: DIRECT HIRE (Services)
and INSTANT HOARDING SYSTEMS

HEAD OFFICE
33 West Wyberba Street
TUGUN 4224
Tel: 07 5598 1212
Fax: 07 5598 2770

TUGUN BRANCH
33 West Wyberba Street
TUGUN 4224
Tel: 07 5598 1212
Fax: 075598 2770

TINGALPA BRANCH
1290 Wynnum Road
TINGALPA 4173
Tel: 07 3348 9391
Fax: 07 3348 9371

BRENDALE BRANCH
324 South Pine Road
BRENDALE 4500
Tel: 07 3889 8144
Fax: 07 3889 8599

accounts@directhire.net.au

(PLEASE USE BLOCK LETERS)

Company Name: _____

Trading Name: _____

(THE APPLICANT)

ARE YOU: PTY. LTD. CORPORATION ☐ OWNER BUILDER ☐ SOLE TRADER ☐ PARTNERSHIP ☐

Postal Address: _____

Business Address: _____

_____ Phone Business: _____

Email_____Fax No:_____

If less than 12 months – previous address: _____

_____

Nature of Business: _____

Capital (Nominal): _____ (Fully paid up) _____

Full names and addresses of Applicant(s), Partner(s) or Director(s)	Phone No.	Date of Birth	Drivers Lic. No.

General Information (all Applicants)

Residential Address
☐ Owned ☐ Rented
✓ Indicate as applicable

A.C.N. (Number): _____ Business Commenced:_____

Builder's Registration No: _____

Owner Builder's Registration No: _____

A.B.N. (Number): _____

Name and Address of Residential Property: _____

_____

Nearest relative residing elsewhere (name): _____

Address: _____

Nearest relative residing elsewhere (name): _____

Address: _____

Official Orders to be used YES/NO

Assets (realty): _____

_____

If mortgaged, the name of the mortgagee and the amount of the mortgage: _____

_____

Names of Bankers: _____ Address of Branch: _____

Monthly credit required: _____

Trade References (Major suppliers please)

1. Name: _____ Suburb: _____
   Phone No: _____ Fax No: _____
   Email: _____ Web: _____
2. Name: _____ Suburb: _____
   Phone No: _____ Fax No: _____
   Email: _____ Web: _____
3. Name: _____ Suburb: _____
   Phone No: _____ Fax No: _____
   Email: _____ Web: _____

PLEASE READ CAREFULLY

PRIVACY ACT 1988

1. The Applicant (and Directors if the applicant is a Company) is informed that personal information (including an opinion) relating to the Applicant might be disclosed by Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. to a credit reporting agency.

2. The Applicant agrees

   (a) to Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. obtaining from a business which provides information about the commercial credit worthiness of persons information concerning my commercialactivities or commercial credit worthiness and using that information for the purposes of assessing thisapplication.

   (b) to any credit reporting agency giving to Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. a credit report requested by if for the purpose of assessing this application and which contains personal information about me.

   (c) to Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. disclosing to or receiving from any other credit provider any credit report or record of information that has any bearing on my credit worthiness, creditstanding, credit history or credit capacity for any of the following purposes:

      (i) to assess an application by me for credit.

      (ii) to notify other credit providers of a default by me.

      (iii) to exchange information with other credit providers as to the status of my account where I am in default with another credit provider.

      (iv) to assess my credit worthiness at any time.

The Applicant (and Directors if the applicant is a Company) hereby agrees to the above and to be bound by all the Company's terms and conditions as set out on Page 4 herein and it is expressly agreed and acknowledged that such terms and conditions have been read and fully understood.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

PAGE 3 MUST BE COMPLETED FOR COMPANY APPLICANTS BEFORE APPLICATION CAN BE PROCESSED

Master Agreement for the Hire of Plant and Equipment

Agreement made on the , 20

Between Rosnow Pty Ltd (ACN 010 282 532) and Rosnow Management Pty Ltd (ACN 106 906 978) of 33 West Wyberba Street, Tugun, Queensland **("Supplier")**

And: The person/organisation placing the Order **("Customer" or "Hirer")**

Whereas

A. The Supplier shall let and the Hirer shall take such Equipment as may from time to time be agreed between the Supplier and the Hirer.

B. The Supplier and the Hirer are entering into this Agreement where they agree to the terms and conditions included in this Agreement to facilitate the hiring of such Equipment.

C. To hire any Equipment, the Hirer will provide an Order for the Equipment in accordance with this Agreement and such Order and Hire will be subject to the terms and conditions of this Agreement

D. Each Order shall constitute a separate hire contract incorporating all of the provisions of this Agreement.

Terms and Conditions

1. Definitions and Interpretation

In this Agreement (including the recitals) unless the contrary intention appears:

1.1. **"Agreement"** means:
- 1.1.1. this Master Agreement for the Hire of Plant and Equipment made on the terms and conditions set out in herein, as varied or supplemented from time to time; and
- 1.1.2. any Order submitted by the Hirer to the Supplier.

1.2. **"Business Day"** means a day that is not:
- 1.2.1. a Saturday or Sunday; or
- 1.2.2. a public holiday, special holiday or bank holiday in the place in which any relevant act is to be or may be done;

1.3. **"Commencement Date"** means the date specified in any Order.

1.4. **"Commissioning"** means (if relevant) the installation or erection of the Equipment and making the Equipment ready for operation and use by the Hirer at the Site.

1.5. **"Consumer Credit Code"** means the National Consumer Credit Protection Act, Regulations and Code and its equivalent from time to time.

1.6. **"Controller"** has the same meaning as in the PPSA;

1.7. **"Decommissioning"** means the dismantling of the Equipment at the Site and making it ready for transport back to the Supplier;

1.8. **"Documentation Costs"** means all fees and outlays associated with the registration of any Security Interest on the PPSR;

1.9. **"Event of Default"** means any of the events, omissions or occurrences specified in clause 14;

1.10. **"Expenses"** means any cost, expense or charge whether paid or liable to be paid and in relation to legal expenses includes legal fees and costs on an indemnity basis;

1.11. **"Equipment"** means the plant and equipment listed in any Order, all ancillary equipment supplied with the Equipment listed in a any order (even if such ancillary equipment is not specified in the Order) as well as each or any replacement, altered or substituted part therein and includes all appliances, Parts, components, instruments, appurtenances, accessories, Ground Engaging Tools and other equipment which may from time to time be incorporated or installed in or attached to the Equipment and, except where the context otherwise requires includes any part of the Equipment;

1.12. **"Grantor"** means the Hirer;

1.13. **"Guarantor"** means a party specified as Guarantor in the Credit Application by the Hirer with the Supplier and any Credit Application Terms and Conditions signed by the Hirer or separate guarantee or indemnity signed by the Hirer as part of the Credit Application;

1.14. **"Hire Charge"** means the fee payable by the Hirer to the Supplier for hire of the Equipment for a particular period being the greater of:
- 1.14.1. an amount calculated by multiplying the number of hours the relevant piece of Equipment has been used by the Hirer (determined by obtaining a reading from the tracking device installed on the Equipment) by the Rate for the relevant item of Equipment specified in the Order; or
- 1.14.2. the Rate multiplied by the Minimum Usage, as specified in the Order.

1.15. **"Hirer"** means the party specified as such herein;

1.16. **"Major Repairs"** means any repair required to the Equipment in excess of $1,500.00 that does not form part of a scheduled service of the Equipment;

1.17. **"Minimum Usage"** mean the minimum number of hours that the Hirer must pay for at the Rate in a particular period as specified in the Order(regardless of whether or not the Hirer actually uses the Equipment for those hours);

1.18. **"Supplier"** means **Rosnow Pty Ltd (ACN 010 282 532) and Rosnow Management Pty Ltd (ACN 106 906 978)**;

1.19. **"Order"** means a request to hire the Equipment communicated in accordance with clause 2.3, including any associated correspondence and communication that discusses the terms of the hire.

1.20. **"Parts"** means any and all appliances, parts, instruments, appurtenances, accessories and other equipment of whatever nature constituting part of the Equipment or which may from time to time be incorporated or installed in, or attached to, the Equipment;

1.21. **"Personal Property"** has the same meaning as in the PPSA as it relates to:
- 1.21.1. all personal property of the Grantor, including without limitation present and after acquired property of the Grantor;
- 1.21.2. any personal property provided by the Secured Party to the Grantor on a retention of title basis;
- 1.21.3. any personal property leased or provided on bailment by the Secured Party to the Grantor; and
- 1.21.4. including without limitation, any Proceeds associated with the above personal property.

1.22. **"PMSI"** means a purchase money security interest as defined in the PPSA;

1.23. **"PPSA"** means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it;

1.24. **"PPSR"** means the Personal Property Securities Register established pursuant to the PPSA;

1.25. **"Proceeds"** has the same meaning as in the PPSA;

1.26. **"Rate"** means the hourly rate specified in an Order for a relevant piece of Equipment;

1.27. **"Site"** means the location of Equipment described in an Order or any other place agreed in writing from time to time by the Supplier

and the Hirer for the purposes of this Agreement;

1.28. **"Security Interest"** has the same meaning as in the PPSA;
1.29. **"Secured Moneys"** has the same meaning as defined in this Agreement;
1.30. **"Secured Party"** means Supplier or any lawful assignee, transferee or successor of Supplier in relation to the Security Interest, this agreement and any other related document(s);
1.31. **"Term"** means the term of hire as specified in an Order;

1.32. Words importing the singular number include the plural and vice versa;
1.33. Any gender includes the other genders;

1.34. A reference to legislation or to a legislative provision includes all regulations, orders, proclamations, notices or other requirements under that legislation or legislative provision. It also includes any amendments, modifications or re-enactments of that legislation or legislative provision and any legislation or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
1.35. The clause headings in this Agreement are for reference purposes only and do not in any way influence or affect the meaning of this Agreement;
1.36. A reference to any deed, agreement, licence, document or other instrument (including this Agreement) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;
1.37. A reference to any party to this Agreement or to any other deed, agreement, licence, document or other instrument required under this Agreement or for the purposes of this Agreement includes that party's executors, administrators, substitutes, successors and permitted assigns;
1.38. Where under or pursuant to this Agreement or anything done under this Agreement the day on or by which any act, matter or thing is to be done is not a Business Day such act, matter or thing may be done on the immediately succeeding Business Day;
1.39. Where under or pursuant to this Agreement or anything done under this Agreement the day on or by which any act, matter or thing is to be done is the 29th, 30th or 31st day of any month in which such a day does not occur, such act, matter or thing must be done on the last Business Day of that month;
1.40. Reference to clauses are references to clauses of this Agreement;
1.41. Where the Hirer comprises more than one person, the covenants and agreements on their part contained or implied in this Agreement bind them jointly and each of them separately;
1.42. The word "includes" in any form is not a word of limitation; and
1.43. A reference to this Agreement includes any subsequent variation of this Agreement;

2. Hire

2.1. Commencement

On and from the date of this Agreement, the Supplier shall, upon the receipt of a valid Order, hire to the Hirer and the Hirer shall take on hire from the Supplier, the Equipment, for the Term, on the terms and conditions contained in this Agreement in return for payment of the Hire Charge.

2.2. Extension

The Hirer may request an alteration or extension to the Term of Hire by giving the Supplier at least seven (7) days prior notice of its request in writing, or the Supplier may otherwise agree to adjust or extend the Term of Hire. The Supplier may agree to such extension at its absolute discretion. If the Term of Hire is extended, the extended date shall be deemed to be incorporated into this Agreement as the Term of Hire.

2.3. Orders

2.3.1. Upon communication of the Order by the Hirer to the Supplier, the parties will be deemed to have formed a separate and distinct hire contract between the Supplier and Hirer on the terms and conditions of this Agreement, which, for the avoidance of any doubt, includes:
  (a) This Agreement; and
  (b) The Order.
2.3.2. An Order may be communicated by any one of the following ways:
  (a) The Hirer signing and returning to the Supplier a copy of the Contract Hire Schedule (in a form similar to the attached "Schedule A"), including by post, delivery, facsimile or email;
  (b) The Hirer communicating the details of the Order to the Supplier by email; or
  (c) The Hirer communicating the details of the Order to the Supplier by telephone.
2.3.3. Whether or not the Hirer has executed this Agreement, if the Hirer provides the Supplier with its Order in any of the ways mentioned in this clause, the Hirer is deemed to have agreed to and be bound by the terms contained in this Agreement.
2.3.4. In the event of any inconsistencies between an Order and this Agreement, the Order will prevail.

3. GST

3.1. GST Consideration Exclusive

The parties agree that unless otherwise specified, the consideration for the supply of goods and services under this Agreement is exclusive of GST.

3.2. Consideration to be Increased for GST

The parties further agree that if either party is liable for GST in respect of the supply of goods or services under this Agreement, then the consideration payable shall (unless it is otherwise expressed to be inclusive of GST) be increased by an amount calculated as follows:

A X R
Where:
A = The amount of consideration payable.
R = The rate of GST.

3.3. Tax Invoice

The party making the supply shall provide to the recipient of that supply a valid tax invoice at or prior to the time for payment of the GST amount.

3.4. Reimbursement of Expenses

If this Agreement requires the Hirer to pay, reimburse or contribute to an amount paid or payable by the Supplier in respect of a creditable acquisition from a third party, the amount for payment, reimbursement or contribution will be the value of the acquisition by the Supplier plus, if the Supplier's recovery from the Hirer is a taxable supply, the GST payable in respect of that supply.

3.5. Non Merger
This clause shall not merge on completion of this Agreement.

3.6. Interpretation
In this clause:

3.6.1. "GST" means the goods and services tax as provided for by the GST law;

3.6.2. "GST law" means the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation;

3.6.3. "rate of GST" means 10% or such other rate of GST as is payable under the GST law; and

3.6.4. Any expression used that is defined in the GST law has that defined meaning in this contract.

4. Hirer's Inspection of the Equipment
The Hirer acknowledges that before executing this Agreement, the Hirer inspected the Equipment and, as a result of that inspection, the Hirer was satisfied as to the condition, quality, safety and (where applicable) roadworthiness of the Equipment, its fitness for the Hirer's purposes and its compliance with its description. In selecting the Equipment the Hirer has not relied on the Supplier's skill and judgment or on any representations made by or on behalf of the Supplier.

5. Transport and Commissioning of Equipment

5.1. Responsibility
The responsibility for delivery of the Equipment to the Site, the Commissioning and use of the Equipment at the Site, the Decommissioning of the Equipment from the Site, the return of the Equipment to the Supplier shall be the Hirer and the Equipment shall be at the Hirer's risk, whilst these actions are being taken.

The Supplier will, at the cost of the Hirer, obtain all necessary permits, consents and/or approvals to enable the Equipment to travel by road.

5.2. Expenses
The Expenses incurred for the delivery of the Equipment to the Site, the Commissioning of the Equipment at the Site, the Decommissioning of the Equipment from the Site and the return of the Equipment to the Supplier shall be paid by shall be the Hirer. Notwithstanding the above if this Agreement is terminated for any reason whatsoever (not attributable to the default of the Supplier) prior to the expiration of the Term then the Hirer will pay for the Expenses associated with Commissioning of the Equipment at the Site, the Decommissioning of the Equipment from the Site and the return of the Equipment to the Supplier.

5.3. Hirer to Assist
If this Agreement requires the Supplier to deliver or remove the Equipment from the Site or to Commission or Decommission the Equipment then the Hirer must do all that is practicable to facilitate the delivery, Commissioning, removal or Decommissioning, including ensuring that the Equipment is in an appropriate state and position for removal.

5.4. Delay
If this Agreement requires the Supplier to deliver the Equipment to the Site or to Commission the Equipment then the Supplier will use its best endeavours to have the Equipment delivered and Commissioned on time, but the Supplier will not be liable to the Hirer for any delay in delivery or Commissioning or for any non-delivery or for any loss or damage occasioned to the Hirer for such delay in delivery or Commissioning or for non-delivery.

6. Ownership of the Equipment
The Supplier retains full legal and equitable title to the Equipment notwithstanding the delivery of the Equipment to the Hirer and the possession and use of the Equipment by the Hirer, subject only to the rights of the Hirer as a mere bailee of the Equipment with a right only to use it in accordance with, and under, this Agreement.

7. Location of the Equipment
The Hirer must keep the Equipment at the Site and not remove the Equipment from the Site without the Supplier's prior written consent.

8. Hire Charge and Other Payments

8.1. Obligation to Pay
The Hirer must pay:

8.1.1. The Hire Charge on the due date for payment;

8.1.2. All stamp or other duties and other government charges and taxes relating to this Agreement or the payments to be made under it from time to time assessed in respect of the Agreement;

8.1.3. All Expenses of the Supplier as a result of any breach of obligation by the Hirer;

8.1.4. All operating Expenses in respect of the Equipment including (without limitation) the cost of fuel and lubricants and the costs of complying with any requirements referred to herein;

8.1.5. Any modifications for Site Conformance (outside BMA standard machine specification).

8.2. Hours of Usage

The Hirer acknowledges that the Hire Charge is for the hire hours set out the Order ("Hire Hours"). The Hire Charge will remain the same and not be reduced even if the Hirer uses the Equipment for less time than the Hire Hours.

If the Hirer uses the Equipment for hours above the Hire Hours then the Hire Charge will be increased by the hourly rate for additional hours set out in the Order or any further document provided by Rosnow Pty Ltd or Rosnow Management Pty Ltd for each hour that the Hirer uses the Equipment above the Hire Hours.

8.3. Change to Hire Charge
The Supplier may at anytime alter (including increase) the Hire Charge and/or the hourly rate for additional hours set out in the Order unilaterally by providing forty-eight hours written notice to the Hirer.

8.4. Down Time
The Hirer must continue to pay the Hire Charge for the full period of hire apart from any downtime caused by negligence of the Supplier. Downtime for any other reason including fair wear and tear, accident, complete failure of the Equipment or impaired operation does not reduce or delay the Hirer's obligation to pay the Hire Charge and associated fees and taxes in accordance with 8.1.

9. Supplier May Make Payments
If the Hirer fails to pay any payment referred to above by its due date for payment the Supplier may, at its discretion, make that payment. In that case, the Hirer must on demand reimburse the Supplier for the amount paid.

10. Exclusion of Liability

10.1. Implied Terms and Conditions Regarding Equipment Excluded
The Hirer agrees that to the full extent permitted by law neither the Supplier gives or any person purporting to act with the authority of the Supplier has given, any condition, warranty or representation whatsoever in favour of the Hirer:

10.1.1. As to the condition or quality of the Equipment including, without limitation, latent and other defects and whether or not discoverable by the Supplier or the Hirer;

10.1.2. As to the suitability or fitness for ordinary or any special use or purpose of the Equipment; or

10.1.3. As to the Equipment matching any specification given for it

10.2. Exclusions
Any covenant or provision which is deemed by statute to be incorporated into this Agreement but the operation of which may be lawfully excluded, restricted or modified by agreement between the Hirer and the Supplier or otherwise is hereby, to the maximum extent possible, so excluded, restricted or modified.

10.3. Exclusion of Liability for Loss
Subject to the preceding clause, in no event will the Supplier be liable (whether before or after the expiry or Termination of this Agreement) for any loss or damage which the Hirer suffers arising from, or caused or contributed to by, the Supplier's negligence or the negligence of the Supplier's employees or agents. Nor will the Supplier be liable for special, indirect or consequential loss or damage as a result of a breach by the Supplier of this Agreement including, but not limited to, loss of profits or revenue, the costs arising from the loss of use of the Equipment and the costs of any substitute Equipment which the Hirer acquires.

11. Covenants Regarding Possession and Use of the Equipment

11.1. Monthly Servicing and Inspection of the Equipment
The party responsible for the monthly services and inspection of the Equipment in accordance with any manufacturer's recommendations is the Hirer and such party warrants that it will undertake all such services as and when required strictly in accordance with the manufacturer's recommendations and this shall include electrical, hydraulic hoses, oil leaks, greasing, oil changes, filters and attachments being inspected and serviced. The Hirer is to forward a copy of all paperwork in relation to the servicing to the Supplier promptly after each service.

11.2. Condition of Equipment
Subject to clause 11.1, the Hirer must at all times keep and maintain the Equipment in proper working order and condition and in good and substantial repair. The Supplier will make due allowance for normal wear and tear but the Equipment must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity, for which the Equipment was intended. The Hirer will be fully responsible to the Supplier for any loss of or damage to the Equipment (however occasioned) during the Term. The Hirer must give written notice to the Supplier of any loss or damage to the Equipment or breakdown of the Equipment.

11.3. Use of Equipment
The Hirer must only operate and maintain the Equipment in accordance with recognised methods and standards for Equipment of its type and by appropriate methods and standards of operation in accordance with manufacturer's recommendations. Without limiting the generality of this clause, the Hirer must comply in all respects with the instructions and recommendations of the manufacturer or other supplier relating to the Equipment and to its use, in particular where any failure in compliance would limit the obligations of that person to the Supplier or the Hirer under any statute, agreement or otherwise.

If the Equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of the Equipment and to notify the Supplier. The Hirer must take all steps to prevent injury to any person or damage to any property as a result of the breakdown of or fault with the Equipment.

11.4. Pre-start inspection/Check
Without in any way limiting clause 11.3, the Hirer acknowledges that where the manufacturer of the Equipment requires a pre-start inspection/check of the Equipment then the Hirer is required to conduct a pre-start inspection and check of the Equipment in accordance with the manufacturer's recommendation and the requirements of the Supplier before each occasion that the Equipment is started.

11.5. Licensed Operators
The Hirer will ensure that the only persons operating the Equipment have the appropriate qualifications and licensing requirements.

11.6. Replacement Parts
Subject to clause 11.1, the Hirer must with reasonable promptness replace all Parts which may from time to time become worn out, lost, stolen,

destroyed, damaged beyond repair or permanently rendered unfit for use by damage or obsolescence. All replacement Parts will be the property of the Supplier. The Hirer must ensure that:-

11.6.1. all replacement Parts are free and clear of all liens and rights of others, except for rights of the Hirer under this Agreement;

11.6.2. all replacement Parts have a value and utility at least equal to the Parts replaced, assuming such replaced Parts were in the condition and repair required to be maintained by this Agreement; and

11.6.3. all replacement Parts meet manufacturer's recommendations or are otherwise approved by the Supplier as suitable to be used as replacement Parts.

11.7. No Replacement Parts Shall Reduce Value of Equipment
The Hirer must not, without the prior written consent of the Supplier, make any replacement, alteration or addition of any nature which may lead to a material reduction in the value of the Equipment.

11.8. Manufacturer's Oil Sampling
Manufacturer's oil sampling analysis is to be completed by the Hirer at every oil change period on all compartments and a copy of the oil sample analysis is to be forwarded to the Supplier. In the event that the servicing is not carried out as agreed, then the Hirer shall be fully responsible for the repair of any failure of the Equipment which could have been detected had the oil sample analysis been carried out. The Supplier shall be entitled to complete oil sampling and charge the Hirer the cost of same plus a fee equivalent to twenty percent (20%) of the cost, if the Hirer fails to provide written evidence that the oil sampling has been completed when required.

11.9. Tyres
The Hirer shall replace tyres on the Equipment as legally required and/or within a reasonable period of time of the Supplier inspecting the Equipment and confirming the tyres need to be replaced.

11.10. Compliance with Safety Rules
The Hirer must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the Equipment.

11.11. Inspection of the Equipment by the Supplier
The Hirer grants the Supplier the right, and will use best endeavours to ensure that others grant the Supplier the right, at all reasonable times upon the Supplier giving the Hirer reasonable notice to enter upon the Site in order to:

11.11.1. carry out any servicing that may be required to be carried out by the Supplier;

11.11.2. inspect the state of repair of the Equipment and to observe the use or operation of the Equipment;

11.11.3. to inspect any maintenance records in respect of the Equipment; and

11.11.4. to do any act, matter or thing which may be required to be done to give proper effect to the terms of this Agreement or to protect the Supplier's rights in the Equipment.

11.12. Repair of Equipment
The Supplier may serve on the Hirer a written notice of any defect or deficiency in the Equipment or their operation or both (whether that defect or deficiency comes to the Supplier's attention in the course of any inspection or otherwise) requiring repair or replacement for which the Hirer is responsible under this Agreement. The notice may require the Hirer within a reasonable time (as specified in the notice) to repair the Equipment or make good the defect or deficiency.

11.13. Supplier May Remedy
If the Hirer fails to carry out the requirements under this clause, it will be lawful but not obligatory for the Supplier, at the cost in all respects of the Hirer, to enter onto the Site with workmen and others and all necessary materials for the purpose of carrying out those requirements and ensuring that the value of the Equipment is not adversely affected.

11.14. Major Repairs
If Major Repairs are required to the Equipment (including to Ground Engaging Tools), then the Hirer must immediately notify the Supplier and the shall be responsible to complete the repairs within a reasonable period of time.

If the Hirer is the party responsible for completing Major Repairs, then it shall provide written evidence to the Supplier that the Major Repairs have been completed by a qualified tradesperson, if requested.

11.15. Notification of Supplier's Title to the Equipment
The Hirer must notify any person seizing the Equipment of the Supplier and must give immediate written notice to the Supplier of such seizure.

The Hirer must at its cost within a reasonable time install/place an identification plate ("Name Plate") on the Equipment which is of a size and in a location so that it is easily and clearly visible to the public stating the following:

"Supplier: Rosnow Pty Ltd (ACN 010 282 532) and Rosnow Management Pty Ltd (ACN 106 906 978) of 33 West Wyberba Street, Tugun, Queensland.
Leasing, selling and dealing with the property is prohibited without the express authority of the Supplier."

The Hirer shall also be responsible for the ongoing maintenance and repair of the Name Plate. The installation and maintenance of the Name Plate shall be carried out by a qualified tradesman in a workmanlike manner. The Name Plate must be attached to the Equipment in such a manner so that it cannot be removed easily. The Name Plate is not to be removed without the express written authority of the Supplier.

11.16. No Dealings with Equipment

The Hirer must not without the Supplier's prior written consent agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Equipment or conceal or alter the Equipment or make any addition to the Equipment except as required pursuant to this clause.

11.17. Liens

The Hirer must not without the Supplier's prior written consent, suffer any encumbrance, charge or lien of any kind to arise or remain on the Equipment or any part of the Equipment, except:

11.17.1. A repairer's lien, in which case the Hirer must take the necessary steps to have the lien removed or satisfied immediately and, in any event, immediately upon demand by the Supplier; and

11.17.2. Such lien or charge as may arise by operation of law in respect of unpaid rates, taxes, fees or duties of any kind whatsoever, in which case the Hirer must immediately pay the same so that the Equipment will be free of that lien or charge, provided that where the Supplier elects to satisfy the lien or charge at the Supplier's cost the Hirer must on demand reimburse the Supplier the amount paid and any incidental costs and Expenses.

11.18. Hour Meter Readings

The parties hereby agree that the Hirer shall submit to the Supplier on a weekly basis (preferably on a Thursday of each week) an Hour Meter Reading for the Equipment. This information is to be faxed or emailed to the Supplier by the Hirer.

12. Insurance

12.1. Insurance Against Damage to or Loss of the Equipment

The Hirer is responsible for Equipment Insurance shall effect and maintain, at all times during the Term, insurance of the Equipment for its full insurable value in the name of the Supplier against:

12.1.1. Direct physical loss and/or damage to the Equipment for a minimum of the Insured Value being not less then 10 Million Dollars;

12.1.2. Public Risk Insurance as referred to in Clause 12.2.3 of this Agreement;

12.1.3. Any insurable risk commonly insured against in regard to equipment of a similar nature to the Equipment; and

12.1.4. Such other insurable risks as the Supplier may reasonably stipulate.

12.2. Extent of Insurance

The Hirer must effect and maintain at all times during the Term the following insurances:

12.2.1. Insurance with respect to the Hirer's liability to the Supplier pursuant to any indemnity herein;

12.2.2. Insurance against all third party risks including liability for damage or injury of any kind to any property or person and also against other risks to the full extent required by law by a policy inuring for the benefit of the Supplier and the Hirer; and

12.2.3. Public risk insurance relating to the Equipment for an indemnity (including damage to property of any person) of not less than twenty million dollars ($20,000,000.00) or such other amount as the Supplier may from time to time reasonably stipulate for any one accident (to the extent that such insurance is not covered in any insurance effected by the Hirer above).

Such insurance is to cover the respective liabilities of the Supplier and the Hirer for personal injury, property damage (including damage to the Equipment), consequential losses arising from the use of the Equipment and all other losses of whatsoever nature arising out of the use of the Equipment.

12.3. Conditions of Insurance

12.3.1. This clause applies to any insurances required to be effected by the Hirer.

12.3.2. The insurances required above must be taken out in the names of the Supplier and the Hirer for their respective rights and interests. The Hirer must be shown as the named insured and the Supplier as the joint named insured. Each policy must expressly provide that all of its provisions, except the limits of liability, operate in the same manner as if they were a separate policy covering each insured.

12.3.3. The insurances must be taken out with an insurer approved by the Supplier in writing. The Supplier's approval of an insurer will not be unreasonably withheld.

12.3.4. Each policy must contain an agreement by the insurer to give the Supplier written notice of its intention to cancel the policy. Each policy must also contain a clause providing that, notwithstanding:
(a) The lapse of the policy (except by reason of expiration in accordance with its terms);
(b) Any right of cancellation by the insurer; or
(c) Any cancellation by the Hirer (whether voluntary or involuntary, that policy will continue in force for the benefit of the Supplier for at least thirty (30) days after written notice of cancellation has been given to the Supplier;

12.3.5. The Hirer must not, without the prior written consent of the Supplier, permit any reduction in limits or coverage in any insurance policy affecting or relating to the Equipment or this Agreement.

12.3.6. Each policy must contain an agreement by the insurer to insure the Supplier's interest up to the limits of the policy regardless of any act or neglect of the Hirer or any breach or violation by the Hirer of any warranties, declarations or conditions contained in the policy.

12.3.7. The Hirer must, on the request of the Supplier, give a copy of the Insurance policy to the Supplier. The Supplier may demand a certificate of Insurance from the Hirer at any time. If such a demand is made, the Hirer must send the Supplier a copy of the certificate of Insurance as soon as possible.

12.4. Loss of, and Damage to, Equipment
If the Equipment is totally lost, stolen or destroyed or if the Equipment is written off, then the Hirer must pay to the Supplier the replacement cost of the same. If the Equipment is damaged but is not written off, then the Hirer must ensure the Equipment is restored at the Hirer's expense to the same or better condition.

The Hirer must notify the Supplier immediately of any accident, theft or damage involving the Equipment.

12.5. Recovery of Insurance Money
The Supplier will be entitled to receive all money payable to the Hirer or to the Supplier and the Hirer by the insurer under any relevant insurance policy or by any other person in respect of damage to, or loss of, the Equipment. The Hirer appoints the Supplier and each and every duly authorised officer of the Supplier, as the Hirer's attorney to recover or reasonably compromise in the Hirer's and the Supplier's respective names any claim for loss or damage under any such policy or otherwise and to give effectual releases and receipts for any claim. Should the Hirer receive the insurance money then it will hold the same as trustee on trust for the Supplier.

12.6. Protection of Insurance
The Hirer must not at any time do or suffer anything to be done to the Equipment or use, modify or otherwise affect the Equipment whereby the insurance on the Equipment against damage from any insurable risk may be rendered void or voidable. In any case where the Supplier approves in writing of any proposal of the Hirer to increase the risk of damage to the Equipment, the Hirer must pay any and all additional premiums and any other amounts of whatever nature necessary or desirable to extend the insurance cover on the Equipment required on account of the additional risk.

13. Indemnities

13.1. Equipment Used at Hirer's Risk
The Hirer agrees to use, operate and possess the Equipment at the Hirer's risk. The Hirer agrees that the Supplier will have no responsibility or liability for any loss or damage to any property of the Hirer. To the full extent permitted by law, the Hirer releases and discharges the Supplier and its agents and employees from all claims and demands on the Supplier or its agents or employees and any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss, consequential loss including claims for promulgations costs or otherwise, arising directly or indirectly from or incidental to a breakdown of, or defect in, the Equipment or any accident to or involving the Equipment or its use, operation, repair, maintenance or storage (whether occasioned by the negligence of the Supplier or otherwise) or which may otherwise be suffered or sustained in, upon or near the Equipment.

13.2. Indemnity Against Other Costs and Liabilities
The Hirer assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless the Supplier and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all Expenses, legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort) arising out of or alleged to arise out of the possession, use, repair, maintenance, storage, breakdown or operation of the Equipment, and by whomsoever used or operated (except where used by the Supplier or any person on behalf of the Supplier) or incurred by the Supplier in respect of any loss of the Equipment by distress, execution or other legal process of the Equipment.

13.3. Survival of Indemnities
The indemnities and assumptions of liability contained herein will continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time or otherwise, as to any act or omission relating to the Equipment occurring during the continuance of this Agreement which at any time is claimed to have created a cause of action against the Supplier or assumption of liability by the Hirer.

14. Default and Termination

14.1. Events of Default
Each of the following events is an Event of Default, namely:

14.1.1. If the Hirer fails to pay Hire Charge or other money payable under this Agreement on the due date for payment and such failure continues for more than five (5) Business Days;

14.1.2. If the Hirer fails to perform or observe any of the covenants or provisions of this Agreement on the part of the Hirer to be performed or observed and (if capable of remedy) such default continues for more than ten (10) Business Days (or such longer period as the Supplier in its absolute discretion permits) after notice from the Supplier requiring the Hirer to remedy the same;

14.1.3. If the Supplier ascertains that the Hirer has made any false, inaccurate or misleading statement having a material effect in relation to the making of this Agreement or any related or collateral document;

14.1.4. If any application for the bankruptcy of the Hirer is presented or any application is made for the winding up of the Hirer or an administrator, receiver or receiver and manager of the Hirer is appointed;

14.1.5. If any execution or other process of any court or authority is issued against or levied upon the Equipment (other than as a result of any act or omission on the part of the Supplier);

14.1.6. If the Hirer suspends payment of its debts generally; or

14.1.7. If the Equipment is abandoned or condemned or is seized or appropriated by any lawful authority and not released within twenty-one (21) days or is attached, sequestrated, impounded or restrained upon and not released within twenty-one (21) days unless such an event results in termination of this Agreement.

14.2. Consequences of Default
If an Event of Default occurs, the Supplier may at its option:

14.2.1. By proceeding by appropriate court action, either at law or in equity, enforce performance by the Hirer of the applicable terms and provisions of this agreement or recover damages for the breach concerned; or

14.2.2. Terminate this Agreement and the Hirer's right to possession of the Equipment by notice in writing to the Hirer. Upon service of such notice all rights of the Hirer to or in the use of the Equipment will terminate and the Supplier may, directly or by its agent take possession of the Equipment. The Supplier will, upon taking possession of the Equipment, hold, possess and enjoy the Equipment free from any right of the Hirer or its successors or assigns to use the Equipment for any purpose and by proceeding by appropriate court action, either at law or in equity, recover damages for the breach concerned.

14.3. Interest

If the Hirer fails to make any payment under this Agreement when due then the Supplier shall be entitled to claim interest at the rate of 14% per annum on the amount outstanding from time to time with interest calculated on daily balances outstanding and with any interest not paid at the end of each month added to the amount outstanding and attracting interest accordingly.

15. Enforcement Costs and Expenses

The Hirer must on demand reimburse the Supplier for all costs, charges, Expenses, fees, disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by the Supplier of or incidental to:

15.1. Any breach, default or repudiation of this Agreement by the Hirer (including the fees of all professional consultants properly incurred by the Supplier in consequence of, or in connection with, any such breach, default or repudiation;

15.2. The exercise or attempted exercise of any right, power, privilege, authority or remedy of the Supplier under or by virtue of this Agreement, including all amounts incurred in repossessing the Equipment from the Hirer under the terms of this Agreement and in enforcing this Agreement generally;

15.3 To pay the fees of a debt collector or solicitor in association with any debt collection services provided to the Supplier in association with the Hirer breaching this Agreement.

16. Early Termination

16.1. The Supplier may terminate this Agreement, or any hire contract with the Hirer, at its sole discretion and without being obliged to give any reason, by providing the Hirer with seven (7) days written notice of termination.

16.2. Upon early termination of this Agreement because of a breach by the Hirer the Supplier may recover from the Hirer any and all additional damages and Expenses sustained by the Supplier by reason of such early termination or by reason of the breach of any covenant, representation or warranty contained or implied in this Agreement other than for due payment of Hire Charge.

17. Return of Equipment

17.1. Redelivery of Equipment by the Hirer

Upon the expiry of the Term or early termination of this Agreement, the relevant person (determined by clause 5) must immediately Decommission and return the Equipment to the Supplier.

17.2. Repossession of Equipment by Supplier

If the Equipment is not returned to the Supplier as and when required, the Supplier may retake possession of the Equipment. For that purpose the Supplier and its employees and agents may, without notice, liability or legal process, enter upon or into the Site and may break open any gate, door or fastening and remove the Equipment from any part of the Site.

17.3. Hire Charges Continue

Notwithstanding anything in this Agreement, if the Supplier is unable to gain access to the Equipment upon or after termination due to an act or omission of the Hirer, the Term of Hire will continue at the Hire Charge until the Supplier is provided with access to the Equipment to enable it to be Decommissioned and returned to a location selected by the Supplier. Notwithstanding return of the Equipment to the Supplier, the Supplier shall be at liberty to proceed by appropriate court action, either at law or in equity, to recover damages for any breach concerned.

17.4. Condition of Equipment

The Equipment must be returned with a full oil reservoir and full fuel tank. The parties to this Agreement acknowledge that the Equipment was provided to the Hirer, at the Commencement Date, with a full oil reservoir and full fuel tank. If the Hirer fails to return the Equipment with a full fuel tank or full oil reservoir than the Supplier shall be able to claim the cost of filling the fuel tank and oil reservoir as a liquidated debt from the Hirer. Monies shall be payable within seven (7) days of the Hirer receiving a tax invoice from the Supplier.

17.5. Equipment to be Clean

The parties acknowledge that when the Equipment was provided to the Hirer, it was in a clean and tidy condition. The Hirer is to return the Equipment to the Supplier in a clean and tidy condition. If the Supplier does not reasonably consider that the Equipment has been returned in a clean and tidy condition, then the Supplier shall be entitled to charge the Hirer for any cleaning costs associated with returning the Equipment to a clean and tidy condition.

18. Hirer a Corporation

If the Hirer is a company (other than a corporation whose shares are listed on any Australian Stock Exchange), then the Hirer agrees to obtain a joint and several guarantee and indemnity herein from the directors of the Hirer that the Hirer will duly perform and keep the covenants and agreements on the Hirer's part contained in this Agreement.

19. Hirer a Trustee

If the Hirer enters into this Agreement as trustee of any trust (hereinafter called "the trust") then whether or not the Supplier may have notice of the trust the Hirer covenants with the Supplier as follows:

19.1. The Hirer has or will have full and complete power and authority pursuant to the trust to enter into this Agreement and the provisions of the trust do not purport to exclude or take away the right of indemnity of the trustee against the trust of the trust fund, and the Hirer will not release such right of indemnity or commit any breach of trust or be a party to any other action which might prejudice such right of indemnity;

19.2. Notwithstanding anything in any Deed of Trust or Settlement or other document contained the Hirer shall be and at all times remain personally liable to the Supplier for the performance of all covenants on the part of the Hirer herein contained.

20. Power of Attorney

20.1. Appointment of Attorney
For valuable consideration and by way of security for the interest of the Supplier in the Equipment and for the performance of the obligations owed by the Hirer to the Supplier under this Agreement, the Hirer irrevocably appoints the Supplier and its successors and assigns, and every director, secretary, and officer of the Supplier whose title includes the word 'manager' severally the attorney of the Hirer for the purpose of doing all acts and things which the Hirer is obliged to do or which the Supplier is empowered or authorised to do under this Agreement.

Specifically and by way of clarification, the Supplier's authorisation and power as attorney shall extend to satisfying the Hirer's obligations pursuant to clause 27 including (without limitation) to:

20.1.1. Ensure that the Supplier's security interest is enforceable, perfected and otherwise effective under the PPSA;

20.1.2. Enable the Supplier to gain first priority (or any other priority agreed to by Supplier in writing) for its security interest; and

20.1.3. Enable the Supplier to exercise rights in connection with the security interest.

20.2. Exercise of Power of Attorney
Upon the exercise of any power or authority contained or implied in this Agreement, no person dealing with the Supplier or any attorney appointed under this Agreement shall be bound to inquire:

20.2.1. Whether any Event of Default has occurred;

20.2.2. Whether this Agreement has been repudiated by the Hirer and such repudiation accepted by the Supplier;

20.2.3. As to the due appointment of any attorney; or

20.2.4. Otherwise as to the propriety or regularity of the exercise of any power or authority under this Agreement. No such person shall be affected by notice express or otherwise that any such exercise is unnecessary or improper.

Notwithstanding any irregularity or impropriety in the power or authority its exercise shall as regards the protection of other persons be deemed authorised by that power and authority and shall be valid and effectual accordingly.

21. General

21.1. Remedies Cumulative
The remedies provided in this Agreement in favour of the Supplier arising pursuant to an Event of Default or after a repudiation of this Agreement by the Hirer will not be deemed to be exclusive but will be cumulative and will be in addition to all other remedies in its favour existing at law, in equity or in bankruptcy. The election at any time to enforce any such remedies will in no way bar the later enforcement from time to time of any other such remedies.

21.2. Quiet Enjoyment
If the Hirer pays the Hire Charge and all other money payable under this Deed and duly and punctually performs all of its other obligations under this Deed, the Hirer may peaceably possess and enjoy the Equipment during the Term without any interruption or disturbance from the Supplier or any other person or person lawfully claiming by, from or under the Supplier.

21.3. Discretion on Consent
In any case where, under or pursuant to this Agreement, the doing or execution of any act, matter or thing by the Hirer is dependent upon the consent or approval of the Supplier, such consent or approval may be given conditionally or unconditionally or may be withheld by the Supplier in its absolute uncontrolled discretion, unless this Agreement otherwise provides.

21.4. Hirer's Risk
Whenever the Hirer is obliged or required under this Agreement to do or effect any act, matter or thing, then the doing of such act, matter or thing will, unless this Agreement otherwise expressly provides, be at the sole risk and expense of the Hirer.

21.5. Non-Merger
None of the terms or conditions of this Agreement, nor any act, matter or thing done under or by virtue of, or in connection with, this Agreement will operate as a merger of any of the rights and remedies of the Supplier in or under this Agreement or otherwise. All such rights and remedies of the Supplier will continue in full force and effect.

21.6. Statutes Not to Abrogate Agreement
Unless application is mandatory by law, no statue, ordinance, proclamation, order, regulation or moratorium present or future will apply to this Agreement so as to abrogate, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to the Supplier under this Agreement.

21.7. Reimbursement of Supplier
To the extent permissible at law, the Hirer will forthwith upon demand pay to the Supplier by way of additional Hire Charge an amount equivalent to any money paid by the Supplier in respect of any liability imposed on the Hirer under or by virtue of this Agreement, notwithstanding that any statute, ordinance, proclamation, order, regulation or moratorium present or future directly or indirectly imposes such liability upon the Supplier.

21.8. Assignments
The Supplier may at any time assign, charge or otherwise deal with the Equipment or its right, title and interest pursuant to this Agreement. The Hirer must not assign or charge this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Supplier.

21.9. Statement by Supplier
A statement in writing signed by a director, secretary, or officer of the Supplier whose title includes the word 'manager' stating the amount due or owing by the Hirer to the Supplier, the identity of the Equipment, or any other act, matter or thing arising under this Agreement as at any date or dates set out in that statement will be prima facie evidence of the facts so stated.

21.10. Severability and Survival of Covenants

If any provision of this Agreement is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for the Supplier and the Hirer as the unlawful or unenforceable provision was intended to achieve. All obligations of the Hirer under this Agreement will survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

21.11. Time of the Essence - No Waiver
Time is of the essence of this Agreement. However, no failure or delay on the part of the Supplier to exercise any power or right under this Agreement will operate as a waiver of that power or right. Nor will any single or partial exercise of any power or right under this Agreement preclude any other or further exercise of that power or right. The Supplier may, at its discretion, at any time and from time to time waive compliance by the Hirer with any requirement including (without limitation) the requirement to pay an amount payable under this Agreement. However, the Supplier will only be taken to have waived any power or right under this Agreement, including (without limitation) any right in respect of any Event of Default, to the extent that the right or power has been expressly waived in writing by a director, secretary or other officer of the Supplier whose title includes the word 'manager', irrespective of any previous waiver of any other breach of the same or any other covenant or provision of this Agreement or any other agreement.

21.12. Hirer's Omissions
If the Hirer omits or neglects or fails to pay any money or to perform any of its obligations under this Agreement then on each occasion the Supplier may at its discretion pay such money or perform such obligation (but without prejudice to any other right or remedy of the Supplier by reason of such neglect or failure) as if it were the Hirer. Without prejudice to the rights, powers and remedies of the Supplier otherwise under this Agreement, the Hirer must on demand reimburse the Supplier all money, costs, charges and Expenses paid or incurred by the Supplier in connection with the making of such payment or the performance of such obligation.

21.13. Further Assurances
The Hirer must at its expense do any further act and execute any further document which the Supplier may reasonably request in order to protect the Supplier's title to the Equipment and the Supplier's rights, powers and remedies under this Agreement.

21.14. Notices
Any notice or demand to be given under or in relation to this Agreement will be deemed to be duly given or made if it is in writing and:

21.14.1. In the case of the Hirer, by delivering it to the Hirer personally or leaving it at, or sending it by prepaid post, facsimile or similar facility to the registered office of a corporate Hirer or to the address of the place of residence or business of the Hirer last known to the Supplier; and

21.14.2. In the case of the Supplier, by leaving it at the registered office of the Supplier with an officer of the Supplier or sending it by post, facsimile or similar electronic facility to the Supplier's registered office.

22. Consumer Credit Code
No provision of this Agreement will be construed in such a manner that it or the resulting interpretation seeks to avoid or modify the effect of any provision of the Consumer Credit Code or any regulations made thereunder; or it results in any obligation on the Hirer to indemnify the Supplier for any loss or liability arising under the Consumer Credit Code.

23. Governing Law and Submission to Jurisdiction
This Agreement will be construed in accordance with the law of the State of Queensland and the law of that State will be the proper law of the contract. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals therefrom.

24. Future Transactions
If the Supplier and the Hirer enter into a hire transaction in the future with respect to the hire of any plant and equipment (the "Future Equipment") and:

24.1.1. No other written agreement of this nature is entered into between the Supplier and the Hirer; and

24.1.2. The Supplier and the Hirer verbally agree that the terms of the hire are to be on substantially the same terms and conditions as this Agreement;

then the Hirer acknowledges that the hire of the Future Equipment shall be upon the terms contained in this Agreement with all necessary modifications as to the description of the Equipment hired, the term of hire, the hire charge payable and such other modifications as have been agreed between the Hirer and the Supplier.

25. Charge and Mortgage to Secure Payment
The Customer and each Guarantor hereby charges all of their respective real and Personal Property wheresoever situated with the amount of moneys owed by the Hirer to the Supplier under this Agreement or otherwise. As further and better security for the payment of all money from time to time owing by the Hirer to the Supplier, the Customer and each Guarantor mortgage and charge to and in favour of Supplier all right, title, estate and interest which it owns, holds or may hold hereafter in any real or personal property in Australia. The Customer and each Guarantor shall, at the request of Supplier, sign execute and deliver in favour of Supplier such mortgage, charge and/or Security Interest over the Hirer's real or Personal Property in such form as Supplier may require, such document or documents incorporating such terms as determined by Supplier's solicitors, to protect the interest of Supplier herein, within 10 days of Supplier requesting the same of the Customer and/or the Guarantor . For the avoidance of any doubt, the Customer and each Guarantor confirms that Supplier has a caveatable interest in any land of which they are the registered proprietor for the purposes of the Land Title Act 1994 and its equivalent in another jurisdiction.

26. Guarantee
26.1. The Guarantors hereby guarantee to Supplier:

26.1.1. The punctual payment by the Hirer to Supplier of all sums of money becoming due, owing or payable by the Hirer to Supplier under the terms of and or as a result of this Agreement, including without limitation, in relation to Future Equipment and any Quotation ("the Guaranteed Monies") at the times and in the manner as set out in this Agreement or otherwise on demand; and

26.1.2. The due and punctual performance and observance by the Customer of all and any of the covenants, provisions and

stipulations on the part of the Hirer to be performed and observed under and pursuant to this Agreement ("the Guaranteed Obligations").

26.2. The Guarantors further indemnify Supplier against and in respect of any damage, loss, claim, demand, cost, expense or obligation direct or indirect which Supplier has or may suffer incur or sustain as a result of the Customer's failure to pay the Guaranteed Monies when due or to perform the Guaranteed Obligations when due.

26.3. This guarantee and indemnity shall be a continuing guarantee and indemnity until the whole of the Guaranteed Monies are paid and the whole of the Guaranteed Obligations performed and shall be independent of and in addition to and in no way affected by any other security instrument or document which Supplier may hereafter obtain or hold for any indebtedness or liability whatsoever of the Customer or other Guarantors to Supplier.

26.4. The liability of the Guarantors shall not be affected or discharged in any way whatsoever in the event that Supplier grants or agrees to grant the Customer any time or any other indulgence or consideration or in the event that Supplier compounds with or releases or assents to the winding up of the Customer or wholly or partially releases or discharges the Customer from any of the terms of the Agreement or in the event that Supplier varies any of the terms of the Agreement.

26.5. Supplier shall not be bound at any time to exercise any of its rights under the Agreement or in any collateral or other contract and any omission failure of refusal by Supplier so to do shall not prejudice, affect, discharge or diminish any of the liabilities of the Guarantors hereunder and the liability of the Guarantors hereunder shall not be affected or discharged by any other laches or mistakes on Supplier's part.

26.6. For the purposes of this guarantee, the Guarantors may be treated as the principal debtors under the Agreement and the Guarantors waive all rights either at law or under any statute that the Guarantors might otherwise be entitled to claim or enforce in respect thereof.

26.7. The Guarantor hereby acknowledges and permits the Customer to place Orders pursuant to these Terms and Conditions and that the guarantee herein shall include any liability or obligation owing by the Hirer to Supplier under such Orders.

26.8. The Hirer agrees that any guarantee and indemnity it procured from any party as part of any Credit Application with the Supplier shall apply to any Order provided by the Hirer pursuant to this Agreement.

27. PPSA

27.1. This clause applies to the extent that these Terms and Conditions (or any contract arising subject to these terms and conditions) provide for a Security Interest for the purposes of the *Personal Property Securities Act 2009* (Cth).

27.2. The rights of Supplier under this document are in addition to and not in substitution for Supplier's rights under other law (including PPSA) and Supplier may choose whether to exercise rights under this document, and/or under other law, as it sees fit.

27.3. The Customer acknowledges that if Supplier's interest under this agreement, and any other related document(s), is a Security Interest for the purposes of the PPSA then that Security Interest relates to the Personal Property and all Proceeds of any kind and this agreement is a security agreement for the purposes of the PPSA.

27.4. Supplier may register its Security Interest on the PPSR (including, without limitation, as a PMSI). The Hirer must do anything (such as obtaining consents and signing documents) which Supplier requires for the purposes of:

27.4.1. Ensuring that Supplier's Security Interest is enforceable, perfected and otherwise effective under the PPSA;
27.4.2. Enabling Supplier to gain first priority (or any other priority agreed to by Supplier in writing) for its security interest; and
27.4.3. Enabling Supplier to exercise rights in connection with the security interest.

27.5. The Hirer must pay on demand to Supplier the Documentation Costs.

27.6. If Chapter 4 of the PPSA does apply to the enforcement of a Security Interest arising under or in connection with this agreement and to the maximum extent permitted by law, the Hirer agrees that sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1); 135, 142 and 143 and Division 6 of Part 4.3 of the PPSA will not apply to the enforcement of that Security Interest.

27.7. Where a person is a Controller in relation to the Personal Property, the parties agree, to the maximum extent permitted by law, that Part 4.3 of the PPSA will not apply to the enforcement of any Security Interest in the Personal Property by that Controller.

27.8. The Customer waives its right (including, without limitation, under s 275) to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

27.9. The Customer must not assign or grant a Security Interest in this agreement or any contract arising subject to these terms and conditions or any of its rights or obligations under this agreement or any contract arising subject to these terms and conditions without the prior written consent of Supplier.

27.10. The Customer must not create, purport to create or permit to be created any Security Interest in the Equipment or lease, hire, bail, sell or give possession of the Equipment to anyone else other than with the express written consent of Supplier.

26.13 The Hirer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless the Supplier (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to the Supplier and must be expressed to be subject to the rights of the Supplier under this Agreement.

26.14 The Hirer may not vary a sub-hire without the prior written consent of the Supplier (in its absolute discretion).

26.15 If the Supplier consents in writing to a sub-hire, then:

27.10.1. the Hirer must ensure that the Supplier is provided at all times with up-to-date information about the sub-hire including the identity of the sub-Hirer (including ACN if the third party is a company or their full name and date of birth (as it appears on their driver's licence) if the sub-Hirer is an individual), the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.

27.10.2. The Hirer must take all steps including registration under the PPSA as may be required to:
(a) Ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPSA;
(b) Enabling the Hirer to gain (subject always to the rights of the Supplier) first priority (or any other priority agreed to by the Supplier in writing) for the security interest; and
(c) Enabling the Supplier and Hirer to exercise their respective rights in connection with the security interest.

27.10.3. the Hirer must arrange for placement and continuing maintenance of a Name Plate (in accordance with clause 11.15) on the Equipment;

27.10.4. the Hirer must provide the Supplier with the original agreement entered into between the Hirer and the sub-Hirer and any other documents that forms part of the agreement describing the Equipment. The Supplier will then hold this original agreement at its offices and may register a security interest in the agreement as a Chattel Paper on the PPS Register;

27.10.5. the Supplier shall have the right at any time to make enquiries and/or require the Hirer to provide evidence in writing to the supplier that the Hirer has complied with the conditions in this clause to protect the Supplier's Security Interest in the Equipment;

27.10.6. the Hirer must protect the Supplier's Equipment by entering into an Agreement with the Sub-Hirer containing terms similar to this Agreement prohibiting:

(a) The Sub-Hirer from assigning, leasing, hiring, bailment or giving possession of the Equipment ("sub-sub-hire") to anyone else other than the Supplier without the Supplier (in its absolute discretion) first consenting in writing; and

(b) The Sub-Hirer from creating, purporting to create or permit to be created any Security Interest in the Equipment other than with the express written consent of the Supplier.

If the Supplier does consent in writing to the sub-sub-hire, then in addition to any other conditions that may be imposed by the Supplier, the sub-sub-hire is to be on the same conditions as if the Supplier was allowing the Hirer to sub-hire the Equipment (to protect the Supplier's Equipment and Security Interest in the chain of sub-hires). The Supplier must have the right to make enquiries and/or require the Sub-Hirer to provide evidence to the Supplier direct that the Sub-Hirer has complied with the conditions in this clause to protect the Supplier's Security Interest in the Equipment.

Equipment Hire Schedule

The parties below hereby acknowledge that this is a Schedule which constitutes a separate hire agreement incorporating all of the provisions of the Master Agreement between the Supplier and the Hirer dated the day of 20 . The Hirer acknowledges having read and understood the provisions of the Master Agreement and having had the opportunity to obtain independent legal advice as to the nature and effect of the Master Agreement and this Schedule.

Supplier	Rosnow Pty Ltd (ACN 010 282 532) and Rosnow Management Pty Ltd (ACN 106 906 978)
Supplier Address	33 West Wyberba Street, Tugun, Queensland
Hirer	*(Note: full legal name required plus ACN (if company), ABN and if individual/s, photocopy of driver's licence required)*
Hirer Address	
Hirer phone number	
Hirer fax number	
Hirer email address	
Hirer's Principal Contact	
Guarantors' Names	
Addresses of Guarantors	

Description of Equipment	Serial/VIN No.	Registration No.	Hire Duration	Commencement Date	Minimum Usage	Rate	Insured Value

Site		
Invoicing/Payment	Invoicing: Periodic Payment: Strictly 30 Days from Date of Invoice	
Mobilisation / Demobilisation / Assembly / Disassembly Costs	Supplier ☐	Hirer ☒
Replacement of Ground Engaging Tools	Supplier ☐	Hirer ☒
Cranage / Tyre Handler (if applicable)	Supplier ☐	Hirer ☒
Machine Inspection (at commencement of rental)	Supplier ☒	Hirer ☒
Tyre / Track Inspection (at commencement of rental)	Supplier ☒	Hirer ☒
Operator (fully qualified with applicable competencies)	Supplier ☐	Hirer ☒
Use of workshop Facilities for Repairs and Servicing (includes power, water and cranage etc.)	Supplier ☐	Hirer ☒
Daily Service (includes labour, top up oils, grease & coolants)	Supplier ☐	Hirer ☒
Scheduled Service (includes parts, labour, oils)	Supplier ☐	Hirer ☒

Minor Repairs (parts, labour & testing to $2,000.00)	Supplier ☐	Hirer ☒
Modifications for Site Conformance	Supplier ☐	Hirer ☒
Major Repairs (not attributed to the Hirer's breach of the Hire Agreement or negligence)	Supplier ☒	Hirer ☐
Major Repairs attributed to the Hirer's breach of the Hire Agreement or negligence	Supplier ☐	Hirer ☒
Panel / Glass Damage & Replacement	Supplier ☐	Hirer ☒
Track/Tyre Wear (fair wear and tear)	Supplier ☐	Hirer ☒
Body/Blade/Bucket/Ripper Damage (report damage to the Supplier)	Supplier ☐	Hirer ☒
Machine Inspection (at completion of rental)	Supplier ☒	Hirer ☐
Tyre/Track Inspection (at completion of rental)	Supplier ☒	Hirer ☐
Weed and Seed Certificate (if required) (at commencement and completion of rental)	Supplier ☐	Hirer ☒
Insurance	Supplier ☐	Hirer ☒
Replacement of Tyres	Supplier ☐	Hirer ☒

Special Conditions	

If the Hirer is a Company:

Executed by _____Pty Ltd (ACN _____) (as Hirer) in accordance with Section 127 of the Corporations Act 2001
Dated this _____ day of _____, 20

_____
Director/Sole Director

_____
Director/Secretary

If the Hirer is an individual:

Executed by _____ (as Hirer) this _____ day of _____, 20
Before me

_____
Witness

_____

Executed by _____ (as Hirer) this _____ day of _____, 20
Before me

_____
Witness

_____

Executed by Rosnow Pty Ltd (ACN 010 282 532) (as Hirer) in accordance with Section 127 of the Corporations Act 2001
Dated this _____ day of _____, 20

_____
Director/Sole Director

_____
Director/Secretary

Executed by Rosnow Management Pty Ltd (ACN 106 906 978) (as Hirer) in accordance with Section 127 of the Corporations Act 2001
Dated this _____ day of _____, 20

_____
Director/Sole Director

_____
Director/Secretary

Helpful Reminders for the Hirer:

If you are responsible for effecting insurance, you should ensure you comply with the provisions of clause 12 of the Master Agreement and particularly, you must supply a copy of your certificate of insurance to us as soon as possible.

If you are planning to cross-hire (sub-hire) the Equipment, then you must comply with the provisions of clause 26.13 of the Master Agreement. Particularly, in summary, you must:

obtain our written consent to the cross-hire;
tell us who you are cross-hiring to (and continue to provide us with updated details):
if it is a company, we need their full name, ACN and ABN;
if it is the trustee of a trust, we need their full name, the name of the trust and the trust's ABN;
if it is an individual, we need a copy of their driver's licence, which will show their full name, address and date of birth.

tell us at all times where the Equipment will be located;
you must ensure that the cross-hirer does not remove our name plates on the Equipment (if affixed);
you must have the person you are cross-hiring to sign an Agreement with terms similar to the Master Agreement and Hire Schedule and provide us with the original copy.
you must ensure that your "security interest" (created through the cross-hire) is protected and enforceable. In this regard, the hire needs to be in writing and you must register your "security interest" in the applicable classes on the Personal Property Securities Register (PPSR) and where relevant, as an enforceable PMSI (Purchase Money Security Interest).
you must provide us with proof that you have protected our Equipment and interests and in particular, that you have registered on the PPSR (such as, by providing us with a copy of the Verification Statement).

These helpful reminders should not be construed in any way as legal advice – you should seek your own legal advice from a qualified, independent solicitor. The reminders are a summary only and should not be relied upon without referring to the terms of the Master Agreement. If there is any inconsistency between these helpful reminders and the Master Agreement, the Master Agreement shall prevail.