

## Commercial Hire Terms Agreement

### 1. USE AND OWNERSHIP OF THE EQUIPMENT

- 1.1. The Owner and the Hirer acknowledge that under this Agreement the Equipment remains the legal property of the Owner and, subject to the Hirer complying with the terms of this Agreement, the Hirer's interest in the Agreement is limited to possession and use of the Equipment for the Term;
- 1.2. The Owner and the Hirer agree that the Equipment is to be used:
  - (a) In a skilful and proper manner;
  - (b) For the purpose and within the capacity for which it was designed;
  - (c) For legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all government authorities exercising jurisdiction in relation to the Equipment;
  - (d) At the Hirer's Site and the Equipment is only to be removed from this address for the purpose of returning it to the Owner or to such other address or place as approved by the Owner;
  - (e) By the Hirer or suitably competent employees or, with the approval of the Owner, by a suitably competent, certified or licensed operator.

### 2. PERIOD OF HIRE

The period of Hire shall be for the Term and commence from the time when the Equipment is dispatched to the Hirer from the Owner's premises and terminated when the Equipment in its entirety is returned to the Owner on expiry of the Term, or such time if the Agreement is terminated earlier than expiry of the Term.

### 3. RETURN OF EQUIPMENT AND TERMINATION

- 3.1. The Hirer agrees to return this Equipment to the Owner during regular business hours.
- 3.2. The Hirer authorises the Owner and servants to enter upon the Hirer's Site where the Equipment is located and as may be necessary to recover the Equipment upon expiration of the Term or such earlier time as otherwise allowed by this Agreement.
- 3.3. Restocking fees apply as follows. Sealed, dry, undamaged boxes attract a 15% restocking fee. Open boxes attract a 30% restocking fee. The client is to pay freight for the return of the goods.

### 4. HIRE CHARGES

- 4.1. The Hirer will pay the Hire Charges at the rate and in the manner specified in the Schedule of this Agreement during the Term.

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4.2. The Hire Charges may be subject to alteration by mutual agreement between the Hirer and Owner but in the absence of such agreement shall remain fixed for the Term.

5. Re-stocking fee of 15% for any filters as highlighted by the Company (if applicable) if returned in new condition

### 6. MOBILISATION

The Mobilization Fee and Consumable Media Fee as supplied with the Equipment must be paid on the acceptance of the order by the Hirer prior to the Equipment being dispatched from the Owner's premises by the Owner to the Hirer.

### 7. LATE RETURN

If the Equipment is not returned at the end of the Term, the Hirer will be charged an additional weekly rate (or part thereof) ("**Late Return Fee**") as set out in the Schedule.

### 8. DELIVERY, INSTALLATION AND COLLECTION

8.1. If the Hirer requests the Owner to deliver, install or collect the Equipment, the Hirer agrees to pay to the Owner all of the Owner's reasonable expenses occurred in complying with this request in addition to the Hire Charges.

8.2. Such expenses may include costs due to any delay incurred, or additional labour performed, due to the Hirer's failure to prepare the Hirer's Site as specified in the Schedule and install the Equipment.

### 9. LOADING AND UNLOADING EQUIPMENT

9.1. The Hirer is responsible for loading and unloading Equipment.

9.2. If an employee of the Owner assists in the loading or unloading of the Equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to the negligence of the Hirer.

### 10. EQUIPMENT MAINTENANCE

The Hirer agrees to:-

10.1. Keep and maintain the Equipment in a clean condition and good repair and working order;

10.2. Give the Owner access to the Equipment for inspection at any reasonable time upon request by the Owner to the Hirer to do so.

### 11. EQUIPMENT FAILURE

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- 11.1. If Equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of Equipment and notify the Owner immediately.
- 11.2. The Hirer will on no account attempt to repair the Equipment without the consent of the Owner and will immediately return the Equipment to the Owner's premises if required to do so by the Owner.
- 11.3. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, the Owner agrees, in its discretion, to:
- (a) Repair the Equipment within a reasonable time; or
  - (b) Make similar Equipment available; or
  - (c) Adjust the Hire Charge but the Owner shall in no circumstances be liable for any loss sustained by the Hirer.

## 12. ACCIDENT

The Hirer will immediately notify the Owner of any accident involving the Equipment.

## 13. CLEANING AND REPAIR

If the Equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the Equipment, restoring it to good repair and working order, or replacement of Equipment which cannot reasonably be repaired.

## 14. LOSS

- 14.1. The Hirer will be liable for the cost of replacement of Equipment lost or stolen while in its possession.
- 14.2. The Hirer agrees to advise the Owner immediately of the loss, theft or damage and any issue of waiver does not apply to a claim by the Owner for costs for loss or theft.

## 15. PAYMENT

- 15.1. Accounts for the hire of the Equipment are due and payable from the commencement of the Term.
- 15.2. Hire, delivery, installation and collection charges or other charges where applicable are payable by the Hirer to the Owner on strictly net cash terms unless otherwise specified.
- 15.3. **Hire Charges are paid four (4) weeks in advance and will be charged out at the end of each Hire Period.**

## 16. LATE PAYMENT

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Interest is payable on any amounts outstanding at the end of any Hire Period at the rate of 8% per annum, calculated on a daily basis and accruing until the outstanding Hire Charge is paid in full by the Hirer to the Owner with all interest.

### **17. PURCHASE ORDER**

- 17.1. The use of your purchase order number on this Agreement is for your convenience and identification only.
- 17.2. Absence of a purchase order number shall not constitute grounds for non payment of Hire Charges when you have had possession, or the right to possession of, the Hired Equipment.

### **18. SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENT**

- 18.1. The Owner may assign its rights under this Agreement without the Hirer's permission but the Owner shall notify the Hirer in writing of any such assignment and the Hirer will remain bound by the terms of this Agreement.
- 18.2. The Hirer may not sublease or loan the Equipment to any third party without the Owner's written permission and any purported assignment of the Equipment by the Hirer without the Owner's permission shall be void and the Hirer shall remain bound to the Owner by the terms of this Agreement.

### **19. HIRER'S INSURANCE OBLIGATIONS**

- 19.1. The Hirer, at its cost must take out the Insurances specified in the Schedule and the securing of such Insurances is a condition precedent to the Owner's obligation to deliver the Equipment to the Hirer.
- 19.2. The Hirer must ensure that each insurance policy notes the interest of the Owner as the owner of the Equipment.
- 19.3. The Hirer must produce to the Owner evidence of current Insurance cover when requested by the Owner to do so.
- 19.4. The Hirer must ensure the Insurance cover is renewed when due.
- 19.5. The Owner is entitled to receive all of the proceeds from the insurer for theft, loss or damage to the Equipment.

### **20. DEFAULT**

- 20.1. The Hirer shall be in default under this Agreement if:
  - (a) The Hirer does not pay the Hire Charges on the due date (the end of each Hire Period) and such failure to pay continues for seven (7) days;

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- (b) The Hirer breaches any of the terms and conditions of this Agreement and such breach continues unremedied for seven (7) days;
- (c) The Hirer becomes insolvent, bankrupt or a receiver, manager or administrator is appointed over the Hirer (or any of its assets);
- (d) An event or circumstances arises or occurs to the Hirer, which in the Owner's reasonable opinion constitutes a material adverse change in the financial condition of the Hirer making it unlikely that the Hirer will be able to meet its obligations under this Agreement.

20.2. If the Hirer is in default of the Agreement then the Owner can, at its option:

- (a) Terminate this Agreement; or
- (b) Recover possession of the Equipment from the Hirer at the Hirer's cost; or
- (c) Sue the Hirer for damages.

19.3 (a) The Owner's rights and remedies continue to be available to the Owner after termination of the Agreement;

(b) The Owner may retain all Hire Charges paid by the Hirer up to the date of termination of this Agreement;

(c) The Owner's damages are the Hire Charges otherwise payable for the balance of the Term (including interest) and all costs, expenses and charges reasonably incurred by the Owner in recovering the Equipment after termination.

## 21. EXCLUSION OF WARRANTIES

21.1. This Agreement contains no express or implied warranties other than those which appear in this Agreement.

21.2. No warranty is given that the Equipment is suited for its intended use.

21.3. The Hirer warrants that it has made its own independent inspection of the Equipment and has not relied on any representations by the Owner.

## 22. INDEMNITY

22.1. The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the Equipment during the Term whether or not due to the negligence of the Owner, its employees or agents or any other persons and agrees to indemnify the Owner with respect to these claims.

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22.2. The Hirer agrees with the Owner to indemnify, and keep indemnified, the Owner for any loss, damages costs or expenses incurred by the Owner arising from any breach of this Agreement by the Hirer. This indemnity is continuing and irrevocable, survives termination of this Agreement, and is in addition to any right the Owner has against the Hirer to recover damages.

22.3. The Hirer will not allow any lien to be created over the Equipment nor sell, transfer, mortgage, or charge the Equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the Equipment for any of these reasons.

### 23. JURISDICTION

The law relating to this Agreement shall be the law of the State of Western Australia.

### 24. GST

24.1. For the purposes of this clause:

- (a) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.
- (b) "GST Rate" means the prevailing rate of GST specified as a percentage.
- (c) Terms as defined in the GST Act including enterprise, GST, input tax, credit, registered supply of a going concern, tax invoice and taxable supply have the same meaning in this Agreement.

24.2. The Owner must, if requested by the Hirer, give the Hirer a tax invoice for any taxable supply by the Owner, other than a supply of a going concern.

24.3. The Hirer warrants that it is registered for GST.

24.4. If for any reason GST is payable in respect of any supply under this Agreement:

- (a) The recipient of the supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- (b) The recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice.

24.5. Despite any other provision of this Agreement, this clause 23 will survive the termination or rescission of this Agreement.

### 25. DEFINITIONS

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25.1. In this Agreement the following expressions shall have the following meanings:-

- (a) The “Owner” is the person specified in the Schedule;
- (b) The “Hirer” is the person, business or corporation hiring equipment from the Owner as specified in the Schedule;
- (c) The “Equipment” means all equipment, plant, tools, accessories, parts and filters supplied to the Hirer specified in the Schedule;
- (d) “Charges” are based on time out not time used;
- (e) “One week” is seven (7) consecutive days (including weekends and holidays).

25.2. The Schedule to this Agreement forms part of this Agreement.

## Commercial Hire Terms Agreement

### SCHEDULE

1. The Owner:
  
2. The Hirer:
  
3. The Hirer's Site:
  
4. Equipment:
  
5. Term:
  
6. Hire Charges:
  
7. Mobilisation Fee and Consumable Media Fee:
  
8. Insurances:  
Policies covering:
  - (a) Loss, damage or theft of the Equipment;
  - (b) Damage to property or personal injury arising from use of the Equipment from any cause and wherever the Equipment is situated during the Term.
9. Late Return Fee:



# OLEOLOGY

ENGINEERING OIL-FREE WATER

## Commercial Hire Terms Agreement

EXECUTED AS A DEED ON

2019

EXECUTED by **AIS-AUTO INDUSTRY** )  
**SERVICES PTY LTD (ACN 101 443 663)** )  
in accordance with Section 127(1) )  
of the *Corporations Act 2001 (Cth)* )  
in the presence of: )

\_\_\_\_\_  
Sole Director and Secretary  
Paul Callaghan

Corporate Hirer

EXECUTED by [**HIRER**] )  
[**ACN** .....] )  
in accordance with Section 127(1) )  
of the *Corporations Act 2001 (Cth)* )  
in the presence of: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Print Name of Director

\_\_\_\_\_  
Print Name of Director/Secretary

SIGNED SEALED AND DELIVERED )  
by [**HIRER**] )  
in the presence of: )

\_\_\_\_\_  
Natural Person  
Hirer

\_\_\_\_\_  
Witness