

Hire Terms and Conditions

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1 Term

The hire will be for the term and the monthly rentals provided on this quotation. If the Customer retains possession of the Equipment at the end of the Contract term, the hire will continue on a month to month basis at the monthly rental on the same terms and conditions as this Contract. Monthly rental is based on 4.333 weeks per month. If CONTAINERS FIRST is responsible to pick-up the Equipment at the end of the Contract term and is unable to do so because it cannot access the site due to weather conditions or any other reason beyond CONTAINERS FIRST control, the hire will continue on a month by month basis at the monthly rental on the same terms and conditions as this contract until such time as CONTAINERS FIRST is able to access the site and pick-up the Equipment.

2 Prior Commitment of Equipment

In the event that CONTAINERS FIRST has committed the Equipment to a third party after the date of this quotation and prior to receipt by CONTAINERS FIRST Contract Administration Department of this quotation duly accepted by the Customer, then CONTAINERS FIRST will have the right to declare this Contract void without further liability to the Customer by sending a notice to the Customer by mail or otherwise within 2 business days of receipt by CONTAINERS FIRST Contract Administration Department of the accepted quotation.

3 Credit Approval and Payment

- (a) All orders are subject to CONTAINERS FIRST credit approval within 15 days from the date of the receipt by CONTAINERS FIRST of the Customer's acceptance of this quotation.
- (b) The Customer must pay to CONTAINERS FIRST in advance the monthly rental payment provided in this quotation. The first rental payment is to be made on the commencement date and each subsequent payment on the first business day of each succeeding month during the Contract term, and any extensions of the Contract term. If the Contract term commences or terminates during a month, then the rent payable for the portion of the month will be pro-rated on the basis of a thirty day month.
- (c) The Customer will be responsible for all costs and expenses including solicitor's fees, on a solicitor and own client basis, incurred by CONTAINERS FIRST in collecting overdue amounts. Interest will be charged on overdue amounts at the rate specified in this Contract.
- (d) The Customer must not withhold any payment under this Contract or make a deduction from it for any reason, including because:
 - (i) the Equipment is damaged, will not operate or is not in the possession of the Customer; or
 - (ii) the Customer claims to have a set-off, counter-claim or any other right against CONTAINERS FIRST or any other person.

4 Title

- (a) The Equipment remains the property of CONTAINERS FIRST. The Customer only has a right to use the Equipment during the Contract term.
- (b) The Equipment must be kept in the Customer's custody and control and the Customer must not move the Equipment from the location stipulated on this quotation without the prior written consent of CONTAINERS FIRST.
- (c) The Customer must not make or cause to be made any alterations to the Equipment without CONTAINERS FIRST prior written consent.
- (d) The Equipment must not be attached to any property without CONTAINERS FIRST prior consent. Under no circumstances does the Equipment become a fixture and the Customer must obtain an acknowledgment that the Equipment is not a fixture from any third party on whose land the Equipment is placed.

5 Repair

The Customer must take proper care of the Equipment and keep the Equipment in good and substantial repair and condition (reasonable wear and tear only excepted). On expiration or termination of this Contract the Customer must at its expense ensure that the equipment is received by CONTAINERS FIRST in good condition and repair (reasonable wear and tear only excepted) and in a clean, sanitary condition. If the Equipment requires repairing or cleaning the Customer must pay to CONTAINERS FIRST, the cost of repairs and cleaning at rates based on current competitive prices chargeable for the repair and cleaning at the location of the Equipment.

6 Insurance

- (a) The Customer must insure at all times against: loss or damage to the Equipment caused by fire, lightning, explosion, earthquake, aircraft, riot, malicious damage, storm and tempest, flood, theft or accident for the full insurance value as specified by CONTAINERS FIRST; and public liability for bodily injury or damage to property arising in connection with the Equipment for no less than \$500,000.00 or a higher amount notified by CONTAINERS FIRST.
- (b) The insurance policy must:
 - (i) be in a form and substance and with an insurer acceptable to CONTAINERS FIRST;
 - (ii) contain a provision where the insurer waives any right of subrogation which the insurer may have with respect to CONTAINERS FIRST;
 - (iii) note the interest of CONTAINERS FIRST as owner of the Equipment;
- (c) The Customer must produce proof of insurance to CONTAINERS FIRST or take up the option of the "property insurance requirement waiver" through CONTAINERS FIRST. If the Customer fails to insure and keep insured the Equipment, CONTAINERS FIRST may do so at the cost indicated beside the words "property insurance requirement waiver" in the quotation. This cost will be added to the monthly rental payable on the next monthly instalment date for the Equipment. An excess of \$1,000 will apply to each claim made under this arrangement. If CONTAINERS FIRST insurance policy applies because the Customer has exercised the "property insurance requirement waiver":
 - (i) the Customer must provide a written report to CONTAINERS FIRST and, in the case of theft, to the police within 24 hours of any incident likely to result in a claim against the insurance; and
 - (ii) the Customer accepts the terms and conditions of CONTAINERS FIRST insurance policy, including all exclusions.
- (d) The Customer must not:
 - (i) do anything or fail to do anything which would allow the insurer to refuse or reduce an insurance claim; or
 - (ii) vary the insurances effected for the Equipment without CONTAINERS FIRST prior consent; or
 - (iii) enforce, conduct, settle or compromise any claim without CONTAINERS FIRST prior consent.
- (e) The Customer's indemnity under 8(a) is not affected by any insurance arrangements or their effectiveness.

7 Warranties and Limitations

- (a) Except as expressly provided to the contrary in the Contract and to the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the provision of goods by CONTAINERS FIRST to the Customer or otherwise relating to this Contract are excluded.
- (b) Where any law implies in the Contract any term, and that law voids or prohibits provisions under a contract which exclude or modify the operation of such term, such term is deemed to be included in the Contract. However, CONTAINERS FIRST liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at CONTAINERS FIRST option):
 - (i) if the breach relates to services:
 - (A) the resupply of the services; or
 - (B) the payment of the cost of resupplying the services; and
 - (ii) if the breach relates to goods:
 - (A) the replacement of the goods or the supply of equivalent goods;

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- (C) the repair of such goods;
- (D) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (E) the payment of the cost of having the goods repaired.
- (F) By accepting delivery of the goods under this Contract, the Customer acknowledges that it has examined the goods thoroughly and the goods are free of any defect.
- (G) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (H) The Customer acknowledges that in entering this Contract it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this agreement.

8 Indemnities

- (a) The Customer must indemnify CONTAINERS FIRST against any liability or loss, arising from and any damages, costs, claims, legal fees and expenses arising from or incurred in connection with: the use, occupation, operation, maintenance, repair, storage, transportation or keeping of the Equipment; or CONTAINERS FIRST owning the Equipment; or CONTAINERS FIRST exercising a right under this Contract (including doing anything the Customer should have done under this Contract); or the Customer not doing what the Customer should have done under this Contract.
- (b) This indemnity is a continuing obligation, separate and independent from the Customer's other obligations under this Contract. It continues after this Contract ends or is terminated. It is not necessary for CONTAINERS FIRST to incur expense or make a payment before CONTAINERS FIRST can enforce its right of indemnity.

9 Default and Termination

- (a) If the Customer: fails to pay rent or other moneys required to be paid under the terms of this Contract by the due date for payment; or fails to insure the Equipment as required by this Contract; or is insolvent; or does or causes to be done any act or thing whereby CONTAINERS FIRST rights in the Equipment is prejudiced or jeopardised, CONTAINERS FIRST may, without notice, terminate this Contract.
- (b) If CONTAINERS FIRST terminates this Contract, CONTAINERS FIRST may retake possession of the Equipment and the Customer must do everything in their power at their own cost to ensure CONTAINERS FIRST can lawfully enter any premises where the Equipment is placed and remove the Equipment.
- (c) The Customer may terminate this Contract at any time after the term specified in the quotation has expired by giving 10 days notice in writing to CONTAINERS FIRST, and by returning the Equipment to CONTAINERS FIRST at the Customer's own risk and expense.
- (d) The Customer must pay to CONTAINERS FIRST on termination of this Contract all moneys owing to CONTAINERS FIRST under this Contract.
- (e) CONTAINERS FIRST may, at any time after the end of the Contract term, terminate this Contract by giving 10 days notice in writing to the Customer. The Customer must then return the Equipment to CONTAINERS FIRST at the Customer's own risk and expense.

10 Taxes and Charges

- (a) Unless otherwise stated, GST and other taxes and duties are not included in this quotation.
- (b) Where GST is imposed on a supply made under this contract by CONTAINERS FIRST to the Customer, the Customer must pay or provide the GST exclusive amount of consideration for the supply and, in addition to and at the same time as the GST exclusive amount of consideration is payable or to be provided for the supply, an additional amount which is equal to the amount of CONTAINERS FIRST GST liability for that supply.
- (c) The Customer must pay all stamp and other duties, taxes and charges incurred and which may be payable in connection with this Contract or a payment or receipt under it.