

HIRE AGREEMENT TERMS AND CONDITIONS

Please read these terms and conditions carefully as they incorporate the basis upon which the Hire Agreement is accepted by TRAX HIRE.

Hiring from TRAX HIRE automatically accepts all the terms and conditions outlined hereunder. TRAX HIRE reserves the right to change and/or modify any of these terms and conditions at any time without notice and such changes will become effective immediately. TRAX HIRE may revise these terms and conditions from time to time. When we revise the terms and conditions, we will publish the revised version on our website and you should check this Hire Agreement Terms and Conditions periodically. Your continued use of the service after we post any modifications to the Hire Agreement Terms and Conditions on our Web Site will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Hire Agreement Terms and Conditions.

The effective date of these terms and conditions is October 2021.

This is an agreement between TRAX HIRE Pty Ltd trading as TRAX HIRE ACN 634 099 040 ABN 21 634 099 040 (TRAX HIRE) or any relevant related body corporate of TRAX HIRE, and the Hire Agreement. This document states the terms on which TRAX HIRE will hire a Hired Item to the Hirer now or in the future.

1. Definitions

1.1 In these Conditions: -

- (a) "Commencement Date" means the date and time noted on the Hire Schedule.
- (b) "Hired Item" means the Hired Item as described in the Hire Schedule.
- (c) "Hire Charge" means the amount shown in (or calculated in accordance with) the Hire Schedule payable by the Hirer to hire the Hired Item.
- (d) "Hire Period" means the period between the Commencement Date and the Termination Date. (e) "Hire Schedule" means a document which TRAX HIRE may require the Hirer to sign (or accept in a way TRAX HIRE requires) including particulars of Hirer, Hired Item and Hire Period and such other information as TRAX HIRE may decide to require.
- (f) "Trax Hire" means Sandema Pty Ltd trading as Trax Hire ACN 634 099 040 ABN 21 634 099 040 and each of its related bodies corporate as defined in the Corporations Act 2001 Cth (together or separately) (g) "Termination Date" means the date and time when the Hirer must return the Hired Item to the possession of TRAX HIRE as set out in the schedule.

2. Agreement to Hire and Hire Period

- 2.1 If the Hirer wishes to hire the Hired Item the Hirer must complete and sign (or otherwise accept in the manner required by TRAX HIRE) a Hire Schedule and such other documents as TRAX HIRE may require.
- 2.2 TRAX HIRE agrees to licence and the Hirer agrees to take the Hire Item on hire for the Hire Period in accordance with the terms of this document and the Hire Schedule. Any alterations to the Hire Period must be approved by TRAX HIRE in writing prior to the Termination Date.
- 2.3 Unless otherwise agreed by TRAX HIRE, the minimum Hire Charge shall be for a period of four hours.
- 2.4 The Hirer acknowledges that TRAX HIRE has rights to the Hired Item and in any circumstances title of the Hired Item shall not pass to the Hirer.
- 2.5 Each Hire Schedule is not a separate contract but forms a part of this agreement, together with any other contractual documents. TRAX HIRE may decline or accept a Hire Schedule for particular the Hired Item in its absolute discretion.

3. Hire Charges

- 3.1 The Hirer shall make payment of the hire of the Hired Item in accordance with the rates specified in the Hire Schedule. TRAX HIRE in its sole discretion may charge on a daily rate, weekly rate, monthly rate basis (or any other basis).
- 3.2 Depending on the duration of the Hire Period and the amount of time the Hirer uses the Hired Item during the Hire Period, additional charges may apply. If the Hire Period is for a duration of: (a) five days or less, and the Hired Item is used in excess of eight hours on any day, then the Hirer must pay TRAX HIRE additional charges calculated on a pro rata basis for each additional hour or part thereof at the daily rate;
- (b) for a duration of one month or less, and the Hired Item is used in excess of 40 hours in any five day week (Monday to Friday), then the Hirer must pay TRAX HIRE additional charges calculated on a pro rata basis for each additional day or part thereof at the weekly rate;
- (c) for a duration of greater than one month, and the Hired Item is used on more than 28 different days, then the Hirer must pay TRAX HIRE additional charges calculated on a pro rata basis for each additional week or part thereof at the monthly rate.
- 3.3 Where meters are mounted on the Hired Item they may be used by TRAX HIRE to determine the time the Hired Item was in use by the Hirer unless otherwise stated in the Hire Schedule. A Hire Charge based on hourly use shall be calculated for part of an hour. Where the meter is found not to be working either during or at the Termination Date then TRAX HIRE will, acting reasonably, estimate the hours used.
- 3.4 The Hire Charge does not include cartage, fuel, blade wear, tip wear (rippers, cultivators, etc.) alongwith all saleable and consumable items. 3.5 In addition to the Hire Charge, the Hirer shall pay:-

- (a) for any consumables, fuel or trade materials consumed or used in connection with the hire; (b) for any replaceable parts of the Hired Item such as (but not limited to) "teeth" and cutting edges on buckets and chisels on rock breakers, which in the sole discretion of TRAX HIRE has undergone rapid wear as a result of the Hirer's use;
- (c) for any reasonable costs incurred by TRAX HIRE to remedy the breach of the Hirer's obligations including but not limited to cleaning and repairing of the Hired Item upon return;
- (d) any applicable levies, fines, penalties and any other government charges arising out of the Hirer's use of the Hired Item during the Hire Period; and
- (e) The Theft and Damage Waiver charge (if agreed in the Hire Schedule).

3.6 Where the Hire Period is not for a fixed period for which a Hire Charge has been agreed, TRAX HIRE may amend the Hire Charge or any related charges payable under a particular Hire Schedule by giving the Hirer at least seven (7) days' notice in writing before the change occurs. In the event, notice is given advising that the Hire Charge will be increased, the Hirer may, at its cost, return the Hired Item to TRAX HIRE, or request that it be collected by TRAX HIRE, before the increase in the Hire Charge commences. If the Hirer does not wish to agree to a fixed hire period at the outset but is concerned at a possible increase to the Hire Charge under this Clause, the Hirer should discuss this with authorised TRAX HIRE personnel.

3.7 The Hirer acknowledges and agrees that where the Hire Period exceeds a period of two calendar months then in the event of the Hirer purporting to terminate this agreement before the Termination Date the Hirer shall pay to TRAX HIRE liquidated damages calculated in either of the following manner to be decided at the sole discretion of TRAX HIRE:

- (a) 20% of the whole of the Hire Charge paid or payable by the Hirer to TRAX HIRE from the Commencement Date to the date of the said purported termination it being agreed by the parties that having regard to the length of the period of hire such liquidated properly reflect the reasonable losses of TRAX HIRE in the event of early termination; or
- (b) TRAX HIRE reasonable estimation of its lost rental and other costs and expenses incurred as a result of early termination.

4. Payment of Hire Charges

- 4.1 Except where TRAX HIRE dispenses with this requirement a deposit and/or bond as specified in the Hire Schedule shall be paid by the Hirer to TRAX HIRE by the Commencement Date.
- 4.2 Trade Customers must make payment of any invoice issued by TRAX HIRE within 30 days of the date of the invoice, or as otherwise agreed by TRAX HIRE. Invoices will be issued weekly or at termination of hire, whichever comes first.
- 4.3 Hirers that are not Trade Customers must make payment of the invoice issued by TRAX HIRE prior to the Hire Commencement Date.
- 4.4 In the event of default by the Hirer in the payment of any amount due, the Hirer shall be liable to pay interest on the gross amount outstanding at the rate of 8% per month calculated daily from the date on which payment was due until the date on which payment is received in full.
- 4.5 For Trade Customers, credit may not be extended on overdue accounts at TRAX HIRE discretion.
- 4.6 GST

(a) In this clause:

- (i) the expression "GST" means goods and services tax and includes any other tax in the nature of a tax on the supply of goods and services;
- (ii) the expression "Supply" means any form of supply whatsoever and includes any supply within the meaning of any legislation imposing or relating to the imposition of a GST.
- (b) Where any Supply under this agreement is or becomes subject to a GST an amount equal to the GST paid or payable in respect of the Supply shall be added to the consideration for that supply under this agreement and must be paid at the same times unless it is clear that the consideration is already GST inclusive.
- (c) Each party agrees to do all things, including providing invoices and other documents necessary to assist the other party to claim any credit, set-off or refund of any GST paid or payable under this agreement.

5. Responsibilities of Hirer

5.1 The Hirer must: -

- (a) prior to entering into this agreement determine, using the Hirer's sole judgment, the condition, suitability and fitness of the Hired Item for the purpose for which the Hirer requires the Hired Item; (b) use the Hired Item in a skilful and proper manner and only for the purpose and within the capacity for which it was designed;
 - (c) ensure that the Hired Item is operated by a suitably qualified and (where necessary) licensed operator and used within its rated capacity;
 - (d) comply at its own expense, with all industrial and workplace health and safety laws, both state and commonwealth, which may apply to the Hired Item or its use;
 - (e) prior to entering into this agreement, take out at its own cost and maintain for the Term policies of insurance for third party and public liability, indemnity cover of not less than the full new replacement cost of the Hired Item, and any other policies which may be directed by TRAX HIRE from time to time; (f) provide all operators of the Hired Item with appropriate and prudent safety clothing and equipment and all manuals and instructions (written and oral) for the safe operation of the Hired Item; (g) at its own expense, clean, fuel, lubricate, check water and oil and keep the Hired Item in good condition;
 - (h) not undertake any repair, servicing, alteration, modification or tampering with the Hired Item without the prior written consent of TRAX HIRE;
 - (i) not alter or make any additions to the Hired Item, including, without limitation, alter, make any additions to, deface or erase any identifying mark, plate or number or any clock, or meter; (j) acknowledge that pre-arranged major servicing may be carried out by TRAX HIRE during normal working hours during the Hire Period;
 - (k) replace all flat and/or damaged tyres or tracks at the cost of the Hirer;
 - (l) store the Hired Item safely and securely and protected from theft damage seizure or loss; (m) in the event that any repair or servicing appears necessary to the Hired Item the Hirer shall:
 - (i) immediately cease using the Hired Item;
 - (ii) take all steps necessary to prevent injury occurring to any persons or property as well as to the Hired Item;
 - (iii) advise TRAX HIRE immediately, initially by telephone and forthwith thereafter in writing (by facsimile transmission or by email); and (iv) not repair or attempt to repair the Hired Item.
 - (n) accept full responsibility for, and indemnify TRAX HIRE against all liability, claims, loss, costs and expenses (including without limitation legal fees, costs and disbursements on a full indemnity basis) in respect of death or injury to persons, and/or loss or damage to property, arising out of the delivery, use, servicing, storage or possession of the Hired Item during the Hire Period however arising, whether from negligence of the Hirer or any other matter within the Hirers control;
 - (o) retain possession of the Hired Item at all times and shall not, without TRAX HIRE prior written consent, part with the possession of the Hired Item or in any way assign the benefits of this agreement or the use of the Hired Item to any third party;
 - (p) accept responsibility and fully reimburse TRAX HIRE for the cost of freight to retrieve the Hired Item which TRAX HIRE (in its sole discretion) deems to be abandoned or is not being properly safeguarded; forthwith on request by TRAX HIRE advise TRAX HIRE of the whereabouts of the Hired Item and allow TRAX HIRE (its agents, servants or contractors) to inspect and test the Hired Item and for such purposes the Hirer hereby gives irrevocable consent and licence to TRAX HIRE (its servants agents and contractors) to take possession of and remove the same and as agent of the Hirer, enter upon any premises where the Hired Item or any part of the same may be, and on termination of this agreement, ensure that the Hired Item is in the same clean condition and good working condition as at Commencement Date;
 - (q) pay to TRAX HIRE all or any costs and expenses incurred enforcing TRAX HIRE rights and the Hirer's obligations hereunder including, but not limited to, any cheque fees, any legal fees and disbursements incurred by TRAX HIRE for any court proceedings taken against the Hirer by TRAX HIRE.
- ## 6. Loss of or Damage to the Hired Item
- 6.1 If the Hired Item breaks down or becomes unsafe to use during the Hire Period, the Hirer must immediately notify TRAX HIRE, cease using the Hired Item and shall not repair or attempt to repair the Hired Item. The Hirer must also ensure that the Hired Item will not suffer further damage and that no person or property will be injured as a result of the damage to the Hired Item.
- 6.2 If the Hired Item is lost or stolen, the Hirer must immediately notify TRAX HIRE and the police if appropriate.
- 6.3 The Hirer accepts full responsibility for any loss or damage occurring to the Hired Item (other than damage arising as a consequence of a negligent act or omission by TRAX HIRE) for the Hire Period. The cost of any replacement or repairs resulting from loss or damage will be payable by the Hirer. The Hirer shall notify TRAX HIRE immediately if the Hired Item is lost or damaged and shall forthwith follow any reasonable request by TRAX HIRE relating to TRAX HIRE enquiries into the loss and/or damage to the Hired Item.
- 6.4 Without limiting the generality of clause 6.3, the Hirer will be liable for the full cost of repairs to or the replacement of the Hired Item where the loss or damage has been caused by:-
- (a) misuse abuse, or overloading including overloading of motors or any other part of the Hired Item;
 - (b) the Hired Item not stored in a safe place;
 - (c) contravention of the conditions of this contract;
 - (d) violation of any law or regulation;
 - (e) damage to tyres and tubes by punctures or cuts;
 - (f) lack of lubrication or other routine servicing by the Hirer;
 - (g) locating, using, loading, unloading or transporting the Hired Item on or over water, wharves, bridges or vessels of any kind;
 - (h) damage caused by exposure to any corrosive substance;
 - (i) negligence of the Hirer where the Hirer has failed by intent or lack of due care to take all responsible precautions to protect the Hired Item from loss or damage;
 - (j) consumption of alcohol and/or drugs; or
 - (k) loss or damage to tools, grease guns, hoses electric cords and all other similar accessories.
- ## 7. Limited Liability Cover ("LLC")
- 7.1 Subject to clause 7.2 and 7.3 below, if the Hirer:-
- (a) indicates in the Hire Schedule that it wishes to take the benefit of the LLC; and
 - (b) has paid to TRAX HIRE the Limited Liability Cover Charge (as detailed in the Hire Schedule); and
 - (c) in the event of theft or damage,
 - (i) promptly reports the incident to the police and provides TRAX HIRE with a copy of the report in the case of theft; and (ii) cooperates with TRAX HIRE, then TRAX HIRE agrees to waive any claim which TRAX HIRE may but for this clause have against the Hirer for the cost of repair or replacement of Hired Item up to a maximum of \$10,000. However, this waiver does not apply to the cost of loss or damage to Hired Item to the extent exceeding \$10,000.
- TRAX HIRE recommends that the Hirer takes out and maintains, for the duration of the Hire Period, adequate insurance.
- 7.2 The operation of the LLC in clause 7.1 does not apply to the extent of any excess on any insurance claim made by TRAX HIRE in respect of any theft or damage.
- 7.3 The waiver does not apply to loss or damage:
- (a) caused as a result of the Hirer's breach of a clause in this agreement or which has been caused by the Hirer's negligent act or omission;
 - (b) caused as a result of the Hirer failing to take reasonable precautions to protect the Hired Item and mitigate against any loss or damage to the Hired Item;
 - (c) caused to the Hired Item in violation of any law or by misappropriation or wrongful conversion of the Hired Item by the Hirer;

- (d) resulting from misuse, abuse, overloading, or exceeding the rated capacity or improper servicing or repairs of the Hired Item by the Hirer;
- (e) caused by the exposure of the Hired Item to corrosive substances, salt water or toxic materials; (f) to accessories such as air conditioning, hoses, batteries, cables and lights and cabin and glass, battery, gas cylinder, fork tyres and seat;
- (g) occurring while the Hired Item is being transported over water or otherwise in transit including loading and unloading; or
- (h) arising in circumstances where a claim has been made by or against a third party.

8. Exclusion of Warranties

8.1 Subject to this agreement and any express provisions contained herein all guarantees, conditions, warranties, terms, undertakings, or representations whether express or implied (by statute or otherwise) are excluded to the maximum extent permitted by law.

8.2 Nothing in this agreement excludes restricts or modifies any right or remedy or any guarantee term condition warranty undertaking inducement or representation implied by any legislation which cannot be excluded or limited.

8.3 Where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation which cannot be excluded, ('Non-Excludable Provision'), and TRAX HIRE may limit the Hirer's remedy for a breach of the Non-Excludable Provision, then TRAX HIRE liability for breach of the Non-Excludable Provision is limited to (at TRAX HIRE election):

- (a) in the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
- (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

8.4 TRAX HIRE shall not be liable for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Hirer have incurred, amounts that the Hirer is liable to its customers for or any loss suffered by third parties.

8.5 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this agreement. 8.6 TRAX HIRE shall not be liable to the Hirer for any acts or omissions of any person supplied by TRAX HIRE where that person is acting under the Hirer's direction and control during the Term and shall be indemnified against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

9. Signatory's Warranty as to Agency from Hirer

9.1 Where this agreement is signed by a person on behalf of the Hirer (but the signatory is not the Hirer named in the schedule on the first page of this agreement):

- (a) The person signing the agreement warrants to TRAX HIRE that he or she has the full authority of the Hirer to enter into this agreement; and
- (b) The person signing this agreement on behalf of the Hirer shall remain personally liable hereunder until all obligations of the Hirer have been fully met or any monies due hereunder by the Hirer to TRAX HIRE have been paid; and
- (c) The person signing this agreement on behalf of the hirer acknowledges that TRAX HIRE enters into this contract in reliance upon the warranty given in clause 9.1(a) and the acknowledgment of personal liability set out in clause 9.1(b) hereof.

10. Personal Property Securities Act ("PPSA")
 10.1 This clause applies to the extent that TRAX HIRE interest in respect of a hire provided for in this agreement is a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in this agreement include references to amended, replacement and successor provisions or legislation.

10.2 TRAX HIRE may register any actual impending or likely security interest. The Hirer may not make any Claim against TRAX HIRE in respect of any registration even if it is determined that TRAX HIRE should not have registered a security interest. The Hirer must do anything (such as obtaining consents and signing documents) which TRAX HIRE requires for the purposes of:

- (a) ensuring that TRAX HIRE security interest is enforceable, perfected and otherwise effective under the PPS Law;
- (b) enabling TRAX HIRE to gain first priority (or any other priority agreed to by TRAX HIRE in writing) for its security interest; and
- (c) enabling TRAX HIRE to exercise rights in connection with the security interest.

10.3 The rights of TRAX HIRE under this document are in addition to and not in substitution for TRAX HIRE rights under other law (including the PPS Law) and TRAX HIRE may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it TRAX HIRE security interest will attach to proceeds.

10.4 To the extent that Chapter 4 of PPSA applies to any security interest under this agreement, and the PPS Law allows waiver of any requirement for TRAX HIRE to give notice, allow time or provide an account, the Hirer hereby provides its waiver.

10.5 To the extent they apply, the following provisions of the PPS Law; section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral) confer rights on TRAX HIRE. Hirer agrees that in addition to those rights, TRAX HIRE shall, if there is default by Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that TRAX HIRE may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

10.6 The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law. This waiver also extends to any verification statement in respect of security interests arising or provided for under security agreements prior to the date of this agreement.

10.7 TRAX HIRE and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to TRAX HIRE the benefit of section 275(6)(a) and TRAX HIRE shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.

10.8 The Hirer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Hired Item other than with the express written consent of TRAX HIRE. The Hirer must not lease, hire, bail or give possession ('sub-hire') of the Hired Item to anyone else unless TRAX HIRE (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to TRAX HIRE and must be expressed to be subject to the rights of TRAX HIRE under this agreement. Hirer may not vary a sub-hire without the prior written consent of TRAX HIRE (which may be withheld in its absolute discretion).

10.9 The Hirer must ensure that TRAX HIRE is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Hired Item.

10.10 The Hirer must take all steps including registration under PPS Law 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 PPS Law;
- (b) enabling the Hirer to gain (subject always to the rights of TRAX HIRE) first priority (or any other priority agreed to by TRAX HIRE in writing) for the security interest; and
- (c) enabling TRAX HIRE and the Hirer to exercise their respective rights in connection with the security interest.

10.11 To assure performance of its obligations under this agreement, the Hirer hereby gives TRAX HIRE an irrevocable power of attorney to do anything TRAX HIRE considers the Hirer should do under this agreement. TRAX HIRE may recover from Hirer the cost of doing anything under this clause 10, including registration fees.

11. Termination of agreement

11.1 TRAX HIRE may terminate this agreement, without notice, if the Hirer commits any breach of this agreement and fails to remedy that breach within 5 days of receiving notice of the breach, or if the Hirer commits any act of bankruptcy, or being a company an application is made or resolution is passed for its winding up, entering into administration or a receiver is appointed to any of its assets, or if any execution or distress shall be levied upon the Hired Item, or if any judgment against the Hirer shall remain unsatisfied for 7 days or more, or if the Hirer makes an assignment or compromise for the benefit of its creditors, or it ceases to carry on business.

11.2 TRAX HIRE may terminate this agreement at any time for convenience by giving the Hirer 30 days notice in writing. Termination under this clause 11.2 does not terminate any hire of particular Hired Item for an agreed period which is still running at the date of the notice of termination.

11.3 Termination of this agreement does not affect any accrued rights or liabilities of either party nor does it affect any provision which is expressly or by implication intended to operate after termination. In particular (but without limiting the generality of the foregoing) all or any monies due and payable hereunder by the Hirer to TRAX HIRE shall be paid in accordance with the terms and conditions hereof. 11.4 Upon termination of this agreement TRAX HIRE (its agents, servants or contractors) shall be entitled to take possession of the Hired Item and for this purpose the Hirer hereby gives irrevocable consent and licence to TRAX HIRE (its agents, servants or contractors) to enter upon any land or premises of the Hirer, or any other place (as the agent of the Hirer) where the Hired Item may be located and the Hirer indemnifies TRAX HIRE in respect of any claims, damages or expenses made against or incurred by TRAX HIRE arising out of any action taken under this clause.

12. General

12.1 No variation of these conditions shall be binding on TRAX HIRE unless signed by TRAX HIRE. The terms in this agreement may be changed by TRAX HIRE from time to time by TRAX HIRE giving notice of the change to the Hirer. Notice is deemed given (whether or not actually received) when TRAX HIRE sends notice of the amendment to the Hirer at an address (including an email address) supplied by the Hirer. The varied conditions will only apply to any Hire Schedules issued by the Hirer and accepted by TRAX HIRE after the date of the notice.

12.2 TRAX HIRE may give notice to the Hirer transferring this agreement and all rights and obligations under it to any transferee designated by TRAX HIRE and upon such notice being given this agreement shall be deemed novated and transferred to the transferee with effect from the date notified by TRAX HIRE and the Hirer and transferee from that date shall be bound to each other under the terms of this Agreement.

12.3 Any document or notice given to or served on the Hirer by TRAX HIRE may be served by leaving it at or posting it to the address of the Hirer stated in the Contract.

12.4 If any of the terms or conditions of this agreement is or becomes void or unenforceable for any reason that part shall be severed from these conditions which shall remain in full force and effect.

12.5 If there is any conflict between these terms and conditions and the Hire Schedule, then the terms contained in the Hire Schedule shall prevail to the extent of the inconsistency.

12.6 This Contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals therefrom.

13. GUARANTEE for Company Hirer

In consideration of TRAX HIRE contracting with the Hirer, the directors of the Hirer company guarantee the performance by the Hirer of all of the Hirer's obligations under the agreement and indemnify TRAX HIRE against any cost or loss whatsoever arising as a result of the default by the Hirer in performing its obligations under this agreement for whatever reason. TRAX HIRE may seek to recover any loss from the guarantor before seeking recovery from the Hirer and any settlement or compromise with the Hirer will not release the guarantor from the obligation to pay any balance that may be owing to TRAX HIRE. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this agreement by TRAX HIRE.

14. Change in Hirer Details

14.1 The Hirer must notify TRAX HIRE, in writing, within seven (7) days, of any proposed or actual change in:

- (a) the address of the business and the address at which the Hired Item will be located;
- (b) the trading name of the Hirer;
- (c) the person(s), director(s) or trustee(s) conducting the business of the Hirer;
- (d) the ownership or proprietorship of the Hirer in the event that the Hirer converts to a trust, sole trader or company;
- (e) control of the Hirer; and
- (f) the Australian Business Number of the Hirer.

14.2 The Customer indemnifies TRAX HIRE against any damage or loss incurred by it as a result of the Customer's failure to provide notice in accordance with clause 14.1.

Customer Acceptance

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| SIGNATURE | NAME | DATE |