

1. Definitions

- 1.1 “Contractor” means MEV-AUS Pty Ltd ACN 093 431 344 trading as Novatec Formwork Systems, Novatec (QLD) Pty Ltd ACN 142 869 163, and Novatec (WA) Pty Ltd ACN 142 869 252, their successors and permitted assigns.
- 1.2 “Client” means the company, partnership, sole trader, or trustee who has lodged a credit account application, and/or who purchases, hires or orders, Goods or Equipment from the Contractor, and it includes the Client’s personal representatives, successors and permitted assigns. If there is more than one Client is a reference to each Client jointly and severally.
- 1.3 “Goods” means any goods or services, and any component or accessory thereto, supplied by the Contractor to the Client, or ordered by the Client but not yet supplied. Where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other.
- 1.4 “Equipment” means any equipment, and any component or accessory thereto, hired by the Contractor to the Client, or ordered by the Client but not yet supplied as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by the Contractor to the Client. Where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other.
- 1.5 “Minimum Hire Period” means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Contractor to the Client.
- 1.6 “Price” means the Price payable for the Goods/Equipment hire as agreed between the Contractor and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.
- 2.2 The Contractor may at its discretion decide to vary these terms and conditions in writing. Where the Contractor does so decide and the change is not one required to accord with Australian law, the Client will be given 30 days’ notice (to the Client’s nominated address) of the proposed amendments to the terms and conditions. If the Client is not willing to accept the amended terms and conditions, the Client will have the right to exit the contract with the Contractor or propose a variation. The Contractor is not obliged to accept the Client’s proposed variations to the terms and conditions.
- 2.3 No additional terms and conditions (including any terms contained in any purchase order supplied by the Client) apply except as varied in accordance with clause 2.2

3. Change in Control

- 3.1 The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client’s failure to comply with this clause.

4. Price and Payment

- 4.1 At the Contractor’s sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Contractor to the Client; or
 - (b) the Contractor’s quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 The Contractor reserves the right to change the Price if a variation to the Contractor’s quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties or as a result of increases to the Contractor in the costs of materials and labour) will be charged for on the basis of the Contractor’s quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At the Contractor’s sole discretion a non-refundable deposit may be required. The Contractor reserves the right not to provide the Goods/Equipment until payment of the deposit has been received in full.
- 4.4 Unless otherwise agreed in writing by the Contractor, the Client is required to pay the Price and other fees, charges, costs and taxes that become due and payable under this agreement in full, without set-off or counterclaim and free and clear of any withholding or deduction. The time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:
- (a) on delivery of the Goods/Equipment;
 - (b) by way of instalments/progress payments in accordance with the Contractor’s payment schedule;
 - (c) thirty (30) days following the date of the invoice;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.
- 4.5 Payment may be made by cash, cheque, credit card, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and the Contractor.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 4.7 Any amounts received by the Contractor may be applied at the Contractor’s discretion: first against interest, fees, charges, collection expenses and legal expenses; and second towards any amount that the Client owes to the Contractor from time to time for the sale of the Goods/hire of the Equipment.

5. Delivery of Goods/Equipment

- 5.1 Delivery (“Delivery”) of the Goods/Equipment is taken to occur at the time that:

- (a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at the Contractor's address; or
- (b) the Contractor (or the Contractor's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.

5.2 At the Contractor's sole discretion, the cost of delivery shall be in addition to the Price.

5.3 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then the Contractor shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.

5.4 The Contractor may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.5 Any time or date given by the Contractor to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and the Contractor will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk to Goods

6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor's rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.

6.3 If the Client requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

6.4 The Client acknowledges and agrees that the Contractor is not obliged to obtain any licences, consents or approvals for use of the Equipment it supplies.

6.5 The Client must ensure that the foundations, footing or structures upon which the scaffold or formwork is erected or connected have adequate bearing strength capacity to withstand and support the force of scaffolding or formwork structures.

7. Title to Goods

7.1 The Contractor and the Client agree that ownership of the Goods shall not pass until:

- (a) the Client has paid the Contractor all amounts owing to the Contractor; and
- (b) the Client has met all of its other obligations to the Contractor.

7.2 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

7.3 It is further agreed that:

(a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a Bailee of the Goods and must return the Goods to the Contractor on request.

(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand.

(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs.

(e) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Goods are kept and recover possession of the Goods.

(f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred.

(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Contractor.

(h) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

8. Personal Property Securities Act 2009 ("PPSA")

8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

8.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by the Contractor to the Client.

8.3 The Client undertakes to:

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to;

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

(ii) register any other document required to be registered by the PPSA; or

(iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);

(b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of the Contractor;

(e) immediately advise the Contractor of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.

8.4 The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

8.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

8.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

8.7 Unless otherwise agreed to in writing by the Contractor, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

8.8 The Client must unconditionally ratify any actions taken by the Contractor under clauses 8.3 to 8.5.

8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

9. Security and Charge

9.1 In consideration of the Contractor agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

9.2 The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.

9.3 The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Client's behalf.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

10.1 The Client must inspect the Goods/Equipment on delivery and must within seven (7) days of delivery notify the Contractor in writing of any evident defect/damage or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Contractor to inspect the Goods/Equipment.

10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

10.3 The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

10.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.

10.5 If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.

10.6 If the Contractor is required to replace the Goods under this clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Goods.

10.7 If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Goods is:

- (a) limited to the value of any express warranty or warranty card provided to the Client by the Contractor at the Contractor's sole discretion;
- (b) limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Goods;
- (c) otherwise negated absolutely.

10.8 Subject to this clause 10, returns will only be accepted provided that:

- (a) the Client has complied with the provisions of clause 10.1; and
- (b) the Contractor has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

10.9 Notwithstanding clauses 10.1 to 10.8 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- (a) the Client failing to properly maintain or store any Goods/Equipment;
- (b) the Client using the Goods/Equipment for any purpose other than that for which they were designed;
- (c) the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Client failing to follow any instructions or guidelines provided by the Contractor;
- (e) fair wear and tear, any accident, or act of God.

10.10 Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law.

11. Default and Consequences of Default

11.1 Where the Contractor has agreed to provide sell Goods and/or hire Equipment:

(a) where applicable, the Contractor reserves the right to withdraw the credit facilities in the event of: any credit limit internally set by the Contractor, or trading terms, being exceeded; or in the event that the Contractor becomes aware of any factor, in its sole opinion, that materially affects the Client's credit worthiness; and

(b) interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of one percent (1%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate), and the Client expressly undertakes to pay all such interest. 11.2 The Client indemnifies the Contractor on a full indemnity basis, against any and all legal costs, losses,

charges, expenses, disbursements and collection costs which the Contractor incurs in recovering, or attempting to recover any amounts due to the Contractor by the Client. The Client acknowledges that collection costs may be calculated on a commission basis at a percentage rate of up to 20% of the amount due and expressly undertakes to pay for those expenses, irrespective of the amount of work performed by the collection agent.

11.3 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Goods/Equipment to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

11.4 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:

(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

12. Cancellation

12.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Goods/Equipment. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

12.2 In the event that the Client cancels delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

12.3 Cancellation of orders for Goods/Equipment made to the Client's specifications, or for non-stock list items, will definitely not be accepted once production has commenced, or an order has been placed.

13. Privacy Act 1988

13.1 The Contractor is committed to protecting your privacy. The Contractor's policy is to comply with appropriate Australian Privacy Principles for the handling of personal information as set out in the Privacy Act 1988 (Cth) (as amended from time to time).

13.2 The Contractor may need to collect personal information about the Client (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy and its Credit Reporting Policy.

13.3 By ordering Goods or Equipment from the Contractor, the Client consents to and authorises the Contractor to collect, use, store, disclose to or exchange personal information in accordance with the Contractor's Privacy Policy and Credit Reporting Policy.

13.4 The Contractor's Privacy Policy and Credit Reporting Policy set out:

(a) the information about the Client that the Contractor collects and holds;

(b) why the Contractor collects and holds it and for what purposes it is used;

(c) how the Client may access the personal information and seek any correction of the information;

(d) how the Client may complain about a failure of the Contractor to comply with the Privacy Act 1988 (Cth) or Credit Reporting Privacy Code;

(e) how the Contractor will deal with the complaint; and

(f) information about credit reporting, including the credit reporting bodies the Contractor may disclose the Client's credit information to.

13.5 As set out in the Credit Reporting Policy, the Contractor is likely to provide the personal information contained within the Credit Application to a credit reporting body (Veda Advantage Information Services & Solutions and/or Dun & Bradstreet). The information and matters that are notified to a credit reporting body are information that identifies the Client (for example legal name, address, date of birth, driver's licence number and contact details), trade reference details and information, any future payment defaults in relation to debts with the Contractor, and serious credit infringements. The policies set out the Client's rights to access the information and how to contact the credit reporting bodies not to use or disclose the information in certain circumstances.

13.6 The Client has the right to access the personal information the Contractor holds about the Client.

13.7 Copies of the Contractor's privacy Policy and Credit Reporting Policy are available upon request or visit <http://www.nova-tec.com.au/>

14. Building and Construction Industry Payments Act 2004

14.1 At the Seller's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.

14.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.

15. General

15.1 The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts in that state.

15.3 Subject to clause 10 the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).

15.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.

15.5 The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.

15.6 The Client agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a change to these terms

and conditions, then that change will take effect from the date on which the Contractor notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide Goods/Equipment to the Client.

15.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

15.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Additional Terms & Conditions - Applicable to Hire Only

16. Hire Period

16.1 Hire charges shall commence from the time any, or all, Equipment ordered by the Client is:

- (a) collected by the Client (or the Client's nominated carrier) from the Contractor's premises;
- (b) delivered to the Client by the Contractor, as part of any agreed freight services arranged on the Client's behalf.

16.2 Hire for all, or any, Equipment delivered to, or collected by, the Client shall continue to be charged and payable by the Client until all the Equipment has been returned to the Contractor's premises.

16.3 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless the Contractor confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies the Contractor immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.

17. Risk to Equipment

17.1 The Contractor retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on delivery.

17.2 The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies the Contractor for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client.

17.3 The Client will insure, or self-insure, the Contractor's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

17.4 The Client accepts full responsibility for and shall keep the Contractor indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.

17.5 The Client shall be responsible for checking off the quantities of all, or any, Equipment against the Contractor's delivery docket upon delivery to, or after collection by, the Client. The Contractor will not accept any claims made by the Client for missing items in the event the Client fails to notify the Contractor of such discrepancies within twenty-four (24) hours from time of delivery to, or collection by, the Client.

18. Title to Equipment

18.1 The Equipment is and will at all times remain the absolute property of the Contractor.

18.2 If the Client fails to return the Equipment to the Contractor then the Contractor or the Contractor's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.

18.3 The Client is not authorised to pledge the Contractor's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

19. Client's Responsibilities

19.1 The Client shall:

- (a) maintain the Equipment as is required by the Contractor (including, but not limited to, maintaining any hydraulics, including hoses, oils, rams and pumps);
- (b) notify the Contractor immediately by telephone:
 - (i) of the full circumstances of any accident; or
 - (ii) if the Client wishes to remove, transfer or relocate the Equipment to an address different from the nominated delivery address; and
 - (iii) the Client is not absolved from the requirements to safeguard the Equipment by giving such notification.
- (c) satisfy itself at commencement that the Equipment is suitable for its purposes;
- (d) ensure that all persons handling, assembling, operating or dismantling the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to the Contractor upon request;
- (e) comply with all occupational health and safety laws relating to the Equipment and its operation;
- (f) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to the Contractor;
- (g) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment;
- (h) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- (i) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;

- (j) not exceed the recommended or legal load and capacity limits of the Equipment;
- (k) not use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- (l) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;
- (m) ensure that the foundations, footing or structures upon which the scaffold or formwork is erected or connected have adequate bearing and strength capacity to withstand and support the force of scaffolding or formwork structures.

19.2 Immediately on request by the Contractor the Client will pay:

- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to the Contractor;
- (b) all costs incurred in cleaning the Equipment;
- (c) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to ten percent (10%) of the new list price of the Equipment;
- (d) the cost of repairing any damage to the Equipment caused by the negligence of the Client or the Client's agent;
- (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in the Contractor's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client;
- (f) for any consumables provided by the Contractor and used by the Client.

19.3 If the Client requests the Contractor to assemble, install, commission, operate or dismantle the Equipment on behalf of the Client, such action shall be deemed to be in addition to the delivery/collection of the Equipment. The Client shall be responsible for the Equipment despite the Contractor performing such duties on the Client's behalf. It is the Client's further responsibility to obtain all necessary licences and consents that may be needed to carry out these duties.

19.4 Unless otherwise agreed, return of the Equipment made by the Client will only be accepted at the depot from which the Equipment was originally obtained and must be during the normal business hours of that depot. Once the Equipment is returned the Client may provide a representative to check the quantity of Equipment and the time of return is the same as stated on the return docket. Where no representative is provided or present, the return docket shall be deemed to be conclusive evidence.

Signed - _____ Date - _____

Company - _____