

TERMS AND CONDITIONS OF HIRE

CONDITIONS NORTH CITY FORKLIFTS PTY. LTD. is the request of the Customer (acknowledge by the Customer's signature on the attached hire agreement), agreed to hire to the Customer the units of equipment (the Units) listed on the front on the attached hire agreement and to maintain and service the Units on the terms and conditions hereinafter appearing.

1. TERM (a) This Agreement shall take effect upon delivery of the equipment listed on the front hereof. (b) NCF will hire the Units to the Customer which will take on hire each of the Units for the Term of Hire set out on the front hereof, such term to commence from the date of delivery of the Units at the Delivery Point. (c) The Customer may terminate this Agreement in respect of all or any of the Units by notice in writing to NCF specifying the Units to be returned, together with payment to NCF at 65% of the hire charge which would otherwise have been payable in respect of such Units during the balance of the Terms of Hire PROVIDED THAT the full hire charge payable in respect of such Units shall be paid by the Customer up to date of expiration of the said notice. (d) If the Customer exercises its rights under the preceding paragraph it shall return the Units specified in the notice in good order and condition to NCF at such place as NCF shall direct writing. (e) NCF may terminate this Agreement in respect of all or any of the Units by notice in writing to the Customer specifying the Units to be returned. (f) If NCF exercises its rights under the preceding paragraph North City Forklifts Pty. Ltd. Shall collect such Units from the Customer shall not be required to pay hire charge in respect of the Units specified in the notice after the date on which such Units are collected by North City Forklifts Pty. Ltd.

2. DELIVERY NCF will deliver the Units to the Customer at the Delivery Point as soon as practicable after the Units are available

3. USE The Customer shall at all times use the Units in a proper and skilful manner and shall permit the Units to be used only by skilled and competent employees of the Customer or by such other persons as previously authorised by NCF.

4. RISK AND INSURANCE (a) During the course of delivery and hire of the Units they shall be at the Customer's risk in all respects. (b) The Customer shall always during this Agreement indemnify NCF against: (i) Any loss or destruction of the Units or damage thereto from any cause whatsoever and (ii) Any loss damage or claim in respect of damage or injury to persons or property arising in any manner out of the Customer's use or possession of the Units or any defect therein and all costs and expenses incurred by NCF defending such claim. (c) The Customer shall affect and maintain such insurance (including public risk insurance) in respect of its liability under the foregoing indemnities as the Owner may reasonably require.

5. FORCE MAJEURE NCF shall not be liable for any failure or delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause whatsoever beyond its control.

6. ENTIRE AGREEMENT (a) The entire agreement between the parties with respect to the subject hereof is contained in this Agreement and there are not understandings. Agreements representations or warranties expressed or implied, which are not expressly stated in this Agreement, respecting this Agreement or the delivery use or performance of the Units. (b) Any purported terms and conditions in any order or other document issued by the Customer relating to this Agreement or the Units, whether outright or byway of security, and the Customer shall do everything which may be necessary on its part to give effect to any such assignment.

7. PROPERTY IN THE UNITS No right, property or interest in the Units shall pass to the Customer which shall be a bailee thereof only.

8. RETURN OF THE UNITS (a) Upon the expiration of the Term of Hire, the Customer shall ensure that the Units are available at the Delivery Point or at such other places as specified by NCF for collection by NCF. (b) All the Units shall be returned to NCF in good order and condition and the Customer hereby indemnified NCF against any reduction in the value thereof (as to which the certificate of a licenced auctioneer shall be conclusive evidence) below the amount of the Residual Value and accordingly the customer shall pay to NCF upon demand a sum equal to any deficiency in the amount of the Residual Value, together with interest at the rate described in Clause 2 (e) hereof from the date of demand to the date of payment.

9. WARRANTY NCF warrants that when delivered the Units will be in good working order, but, subject to its obligation to maintain the Units pursuant to this Agreement, NCF gives no further warranties and makes no representation whatsoever relating to the Units their condition or quality or their suitability or fitness for any ordinary or any special use or purpose and any warranties which would otherwise be implied by law are hereby excluded.

10. ALTERATION, ATTACHMENTS OR DEFAACEMENT (a) The Customer shall not make any alterations or additions to the Units or install any accessories, equipment's or device thereon or therein without the prior written consent of NCF and will, forthwith upon request by NCF, remove any such alterations, additions, installations, accessories, equipment or device, whether made with NCF's consent and restore the Units to their normal condition. (b) The Customer shall not remove, deface or cover up any marks or identification or ownership appearing on the Units.

11. CHANGE OF LOCATION The Customer shall not change the location of the Units from the Proposed Location without the written consent of NCF.

12. ASSIGNMENT (a) The Customer will not except with the prior written consent of NCF assign or attempt to assign any of its rights hereunder. (b) NCF may as it deems fit assign to any person any of the rights under this Agreement or its interest for any part thereof in the Units, whether outright or by way of security, and the Customer shall do everything which may be necessary on its part to give effect to any such assignment. 16. NOTICE Any notice given by either party to the other shall be in writing and delivered or posted to the recipient at its address aforesaid or at such other address or addresses in Australia as it may from time to time have specified. A notice which is posted shall be deemed to be served two days after it is placed in a post box under the control of the Postmaster General.

13. CERTIFICATE OF THE SECRETARY The certificate of NCF's Secretary for the time being or any other person authorised by him shall be conclusive evidence of the amount of any moneys due or owing by the Customer hereunder.

14. PROPER LAW This Agreement shall be governed and construed in accordance with the law for the time being of the State in which the Delivery Point is situated_ and the parties submit to the jurisdiction of the courts of the State.

15. STAMP DUTY The Customer shall be responsible for and shall pay all stamp duties payable on or in respect of this Agreement and the hiring hereunder and shall pay NCF such amount in respect of stamp duty properly so payable as NCF may from time to time demand.

16. INTERPRETATIONS In this Agreement unless the context otherwise requires words importing the singular number shall include the plural and vice versa, words importing any gender shall include all other genders, and the word "person" shall include a corporation and vice versa.

17. CHARGES (a) Customer will pay to NCF the hire charge for the Units at the rate of the Weekly Hire Charge in advance. The said hire charge is subject to the provisions for variation described in paragraphs (b) and (c) hereof. (b) If in any week the Customer uses any of the Units for more than the 30 hours the Customer shall pay additional hire charge for each of the Units so used for each hour or part thereof during which such Units are used in excess of Maximum Weekly hours at the rate determined by the formula weekly Hire Charge. Maximum Weekly Hours. (c) (i) The Hiring charge payable hereunder shall be reviewed on each "Review Date" and shall be adjusted by multiplying the Weekly Hire Charge by the fraction $N1/81$ where N1 is the index number in effect on the Review Date and 81 is the index number in effect at the due date of this Agreement. (ii) In this clause the words "index number" mean the Customer Price Index (All Group) for Sydney published from time to time by the Australian Bureau of Statistics. In the event that there is any suspension or discontinuance of the Customer Price Index or its method of calculation is substantially altered than the parties may mutually agree upon and index based on increases to costs of labour and spare parts since the previous Review Date. If they are unable to agree thereon, the index for the purposes of this clause shall be such index as shall be determined by the President for the time being of the Chamber of Commerce of New South Wales or his nominee, acting as an expert and not as an arbitrator, and at that determination shall be binding and conclusive. (d) NCF will render weekly accounts to the customer for the hire charge payable pursuant to this Agreement and such accounts shall be payable by the Customer within 7 days of receipt thereof. (e) The Customer shall pay interest to NCF on the amount of any overdue rental, calculated on daily balances, at the rate per centum per annum charged by NCF's bankers on overdraft account at the time such moneys remain unpaid.

18. MAINTENANCE (a) The Customer shall not permit any person other than an employee of NCF or such other person as previously authorised in writing to affect any adjustments or repairs to any of the Units. (b) NCF shall be responsible at its own expense for service, maintenance, repairs, lubrication, and parts for the Units as necessitated by the reasonable use of the Units by the Customer or by fair wear and tear. (i) It shall be the hirer's responsibility to check the engine oil level & radiator water level & battery water level before charging in the case of battery electrical equipment prior to the commencement of each shift or day's work. (c) The Customer shall pay for all fuel required by the Units. (d) NCF shall have the right on reasonable notice to inspect the Units during normal working hours and to submit such Units to such mechanical or other tests as may be required to enable the Units to be properly serviced and maintained. (e) If any of the Units shall malfunction the Customer shall notify NCF which shall as soon as practicable thereafter effect such repairs as are in NCF opinion necessary to put the Unit in good working order and condition. (f) If NCF is unable to put the Unit in good working order and condition to NCF satisfaction within 48 hours of its receipt of notice and malfunction, NCF shall forthwith provide the Customer with a replacement for the Unit to be chosen by NCF pending to completion of repair.

19. DEFAULT (a) If at any time: (i) The Customer fails to pay any hire charge or other moneys payable under the provisions of the Agreement within (7) days after the date has become due or fails to observe or perform any other provision or term of this Agreement; or (ii) Any steps or proceedings are taken or commenced to have the Customer declared bankrupt or wound up or to appoint an Official Manager of the Affairs of the Customer or a Receiver or appointed for the whole or any part of the undertaking or assets of the Customer; or (iii) A scheme of arrangement in respect of the Customer is entered into or proposed; or (iv) Any distress or execution or other legal process is threatened or levied upon or against the Units or the Units are claimed or seized by the landlord or Owner or any encumbrance of the land or premises on which they are kept: THEN NCF may notwithstanding any delay or previous waiver of its rights to proceed pursuant to this clause, by notice in writing to the Customer terminate the hiring of the Units and thereupon the Customer shall pay to NCF by way of liquidated and ascertained damages. (1) The amount of the hire charge then accrued due; and (2) A sum equal to three months hire charge of the Units at the rate payable during the three months next ensuing; and (3) Any other moneys payable pursuant to this Agreement. (b) Upon termination of this Agreement the Customer will forthwith return the Units to NCF in accordance with any directions given by NCF and in default thereof NCF by its servants and agents may enter upon any premises where the Units are kept or where NCF or its servants or agents reasonably suspect that they are kept (forcibly if necessary) and take possession of and remove the Units. The Customer hereby indemnifies NCF its servants and agent against any claim or legal proceeding by any person arising in any way out of the repossession of the Units as aforesaid.

20. NOTICE Any notice given by either party to the other shall be in writing and delivered or posted to the recipient at its address aforesaid or at such other address or addresses in Australia as it may from time to time have specified. A notice which is posted shall be deemed to be served two days after it is placed in a post box under the control of the Postmaster General.