

# RENTCORP

FORKLIFT RENTAL • SALES • FLEET LEASING

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A Divison of Rental Corporation Pty Ltd A.C.N 094 935 583  
A.B.N 24 094 935 583

## RENTAL TERMS AND CONDITIONS

1. Lessor hires to Lessee (Renter) and Lessee (Renter) hires from Lessor the Equipment described overleaf (hereinafter referred to as the Equipment" which word shall refer to each and every part thereof) subject to and upon the terms and conditions herein contained.
2. Lessee agrees to pay Lessor at the date hereof the trucking charges (if any) set out overleaf and as therein provided the rental charges as invoiced by Lessor. The rental charges are based on the rates set to overleaf for the terms of this lease. In the event that the Equipment is used in excess of the maximum hours set out overleaf for the relevant period the Lessee agrees to pay the Lessor upon demand for each hour or any part thereof during which the equipment is so used an hourly rental calculated in accordance with the overtime charge rate set out overleaf. Hours of use shall be as determined by the hour meter or other mechanical device used to record hours of use supplied with Equipment. If no device is provided or it is faulty Lessee shall immediately notify Lessor and the Lessor's determination of the hours during which the Equipment was used by the Lessee shall be final and binding. Any payments of rent not made on the due date shall at Lessor's option, bear interest at the rate of 15% per annum from such due date until paid.
3. The term of this hiring and the rental charges shall commence from the "Date of Despatch" described overleaf and shall terminate on the "Return Date" described overleaf. At the expiration of the term ( or of any extended term) the Lessee shall forthwith return the Equipment at Lessee's expense to the Lessor's warehouse described overleaf or as the Lessor otherwise directs in writing in the same condition as when despatched to the Lessee reasonable wear and tear only excepted. If the Lessee fails to return the Equipment at the expiration of the term this hiring shall be deemed to be extended on a day to day basis at the daily rental rate specified overleaf and on the same terms and conditions until the Equipment is returned as aforesaid.
4. Equipment shall at all times be located and used at the place described overleaf as "Location of Equipment on Lease". Equipment is hired f.o.b. from the Lessor's warehouse. Lessee will permit lessor to inspect equipment at all reasonable times.
5. Unless transport of Equipment is undertaken by Lessor, Lessee is responsible for any damage to Equipment in the course of transport.
6. Lessor shall effect despatch of the Equipment on or before the "Date Required" described overleaf but if for any reason despatch is not effected by the date Lessor shall not be liable for any loss suffered by Lessee thereby and the hiring shall be deemed to commence from the "Date of Despatch" and all charges and obligations shall be payable and enforceable from that date provided that if despatch is not effected within three (3) days after the "Date Required" described overleaf without any default by Lessee than Lessor or Lessee may by written notice to the other terminate this agreement whereupon it shall be deemed to be null and void from its inception.
7. In addition to rental and trucking charges Lessee shall pay on demand to Lessor all duties fees and assessments charged or levied upon or arising out of the execution of this agreement and the use possession or operation of the Equipment. Lessee shall effect all necessary registrations (except to any limited extent agreed in writing with Lessor) and obtain all necessary licenses in connection with Lessee's use possession and operation of the Equipment. Lessee shall observe and comply with the provisions of all statutes, rules, regulations and by-laws made with regard to the use to which the Equipment is put, the operation or possession of the Equipment and the place where the Equipment is used.
8. Lessee shall not replace any parts of or make any alterations or additions to the Equipment without the prior written consent of Lessor. All additions replacements or alterations of whatsoever kind and nature made to the Equipment shall be and become the property of Lessor.
9. Lessee agrees to take proper care of the Equipment, to use it within its rated capacity, to restrict its use to Lessee's qualified personnel and prohibit anyone other than Lessor's authorised personnel to repair modify or adjust the Equipment and to notify Lessor immediately of accidents disabilities failure or like occurrence concerning the Equipment. Lessee further agrees to pay without prejudice to the Lessor's rights and remedies for all damage to the Equipment resulting from improper use or abuse of the Equipment and for tyre damage beyond normal wear as assessed by Lessor on receipt from the Lessor of an invoice for the cost and expenses of repair or replacement. Lessee shall provide for normal operating needs of Equipment including supply of fuel, oil, grease and water, daily checking of general condition including oil levels, cooling system, water and batteries and re-charging batteries all in accordance with Lessor's instructions and will take such other action in respect of the Equipment required by the Lessor from time to time and at any time.
10. Lessor shall supply tyres as per quotation.
11. Lessor will service and maintain Equipment in proper working condition and Lessee agrees to make it available for servicing by Lessor at reasonable times during Lessor's normal business hours. If Lessor requires service at times other than Lessor's normal business hours and Lessor agrees to do such service lessee agrees to pay all additional costs and expenses incurred by the Lessor in consequence thereof. Lessee agrees that lessor shall not be liable to lessee nor shall this agreement be impugned for Lessor's failure to repair service or maintain Equipment or to furnish substitute equipment for any reason whatsoever and that Lessor is not nor shall be liable for special or consequential damages of any nature whatsoever or however caused.
12. Lessee shall at its own expense carry adequate public liability insurance in respect of Equipment and its possession use and operation and against bodily injury death and property damage and will if requested by Lessor furnish to Lessor certificates of such insurance providing for at least ten (10) days prior notice of cancellation. All such insurance shall be with loss payable to Lessor (with its interest noted on the policy) and shall be effected with a company acceptable to Lessor.
13. Lessee is responsible for loss of and damage to Equipment and accepts responsibility for all risk and liability arising from the possession, operation and use of Equipment howsoever imposed, and the repair or maintenance thereof whether by Lessor or any other person including damages for injury or death to persons and injury to or destruction of property howsoever arising therefrom or because thereof. Lessee shall indemnify save and hold Lessor and its assigns harmless from any and all of the following, whether same be actual or alleged: all claims, penalties liabilities and expenses, including legal fees, howsoever arising or incurred because of Equipment or this agreements of the storage or the repair or maintenance as aforesaid use operation or possession or return to Lessor thereof.
14. Lessee acknowledges that no warranties or representations of any kind expressed or implied have been made by Lessor or any other person. Lessor shall have the right to determine the type of operation on or in which the Equipment may be employed and the suitability of the Equipment for the use to which it is to be put.
15. If Lessee fails to pay any rental or other sums payable hereunder or in consequence hereof when due or fails to perform or observe any term or condition hereof or misuses the Equipment or puts it to use which Lessor regards as unsuitable or uses Equipment in operation not approved by Lessor or becomes insolvent or dies or commits an act of bankruptcy or goes into liquidation or has a resolution to wind it up passed or proposed or ground arises upon which a court may order the winding-up of Lessee or suffers appointment of a Receiver or if execution or distress is levied against Lessee or any of Lessee's goods or if any insurance proposal made by Lessee in respect of Equipment is declined or cancelled or if Lessee fails to return Equipment upon termination of this Hiring or within three (3) working days from notice from Lessor during any period of holding over then in any of such events Lessor may immediately terminate this agreement by written notice to Lessee and repossess Equipment wherever it may be found but without prejudice to any action or remedy with Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event. Lessee agrees to pay all expenses including legal fees incurred by Lessor in enforcing Lessor's rights hereunder and in collecting rental and other sums hereunder and in repossessing Equipment together with interest at the rate of 15% per annum on all such expenses until paid by Lessee. The remedies herein provided in favour of Lessor shall not be deemed exclusive but shall be cumulative and shall be in addition to all or other remedies in Lessor's favour existing by law or in equity.
16. Any notice or demand to be given or made hereunder on or to Lessee shall be deemed sufficiently given and made if in writing and delivered to Lessee, personally, or sent by mail addressed to Lessee at its address described overleaf. Such notice or demand shall be deemed given and made on date of delivery or day following date of posting (as the case may be).
17. This is a rental agreement only and nothing herein conveys to Lessee any right title or interest in or to Equipment except as Lessee. Lessee shall not in any way assign charge or otherwise deal with Equipment or this agreement. Lessor may in any way assign charge or otherwise deal with this agreement and its interest in Equipment or otherwise hereunder.
- 18. This agreement shall be constructed and interpreted according to the law of the state of NSW and this law shall be proper law thereof. Lessor and Lessee hereby agree that in any dispute between any of them arising under this agreement the courts of NSW shall have jurisdiction to hear and determine the dispute.**