

RENTAL TERMS AND CONDITIONS

"RENTCORP" means Rentcorp Hyundai Forklifts Pty LTD its successors and assigns or any person acting on behalf of and with the authority of Rentcorp Hyundai Forklifts Pty LTD.

1.2 "Customer" means the person/s buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

1.3 "Goods" means all Goods or Services supplied by RENTCORP to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable with the other).

1.4 "Equipment" means all Equipment including any accessories supplied on hire by RENTCORP to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoice, quotation, authority to hire, or any other work authorisation form provided by RENTCORP to the Customer.

1.5 "Service Agreement" means where applicable an independent Service Agreement associated in respect of long term hire of Equipment supplied by RENTCORP to the Customer.

1.6 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by RENTCORP to the Customer.

1.7 "Price" means the Price payable for the Goods and/or Equipment hire as agreed between RENTCORP and the Customer in accordance with clause 4 below.

2. **Acceptance**
2.1. The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods/Equipment.
2.2. These terms and conditions may only be amended with RENTCORP's consent in writing and shall prevail to the extent of any inconsistency with any other document or Service Agreement between the Customer and RENTCORP.

2.3. The commencement date for a Service Agreement shall be the date of the first delivery of the Services, or three (3) months from the date of signing, whichever is the earlier. Fixed Price Service Agreements shall be for the period (initial term) as agreed between both parties and shall be reviewed automatically, thereafter, for like periods ("additional terms"), unless agreed otherwise until terminated by either party by giving the required notice as defined in the contract prior to the expiration date of the initial term or any additional term.

2.4. The Customer acknowledges and accepts that the Price stated for a Service Agreement will remain fixed for an initial period of twelve (12) months from the date of this contract and will then be subject to revision on the basis of sixty percent (60%) of the movement in the Consumer Price Index (CPI) and forty percent (40%) of the movement in the Average Weekly Ordinary Time Earnings (AWOTE) rate published by the Australian Bureau of Statistics.

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

4. **Price and Payment**
4.1. At RENTCORP's sole discretion the Price shall be either:
(a) as indicated on any invoice provided by RENTCORP to the Customer; or
(b) the Price as at the date of delivery of the Goods/Equipment according to RENTCORP's current price list;
(c) RENTCORP'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. RENTCORP reserves the right to change the Price if a variation to RENTCORP's quotation is requested.

4.3. At RENTCORP's sole discretion a non-refundable deposit may be required.
4.4. Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by RENTCORP, which may be:
(a) on completion of the Goods/Equipment;
(b) before delivery of the Goods/Equipment;
(c) by way of instalments/progress payments in accordance with RENTCORP's payment schedule;
(d) the date specified on any invoice or form as being the date for payment; or
(e) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Customer by RENTCORP.

4.5. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of the Price of either up to two and half percent (2.5%) for Visa or Mastercard or up to three and a half percent (1.5%) for Amex), or by any other method as agreed to between the Customer and RENTCORP.
4.6. Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to RENTCORP an amount equal to any GST RENTCORP must pay for any supply by RENTCORP and/or any other agreement for the sale of the Goods/hire of the Equipment. The Customer must pay GST without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer 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.

5. **Delivery of Goods/Equipment**
5.1. Delivery (Delivery) of the Goods/Equipment is taken to occur at the time that:
(a) the Customer or the Customer's nominated carrier takes possession of the Goods/Equipment at RENTCORP's address; or
(b) RENTCORP (or RENTCORP's nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address.
5.2. At RENTCORP's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
5.3. The Customer must take delivery of the Goods/Equipment whenever either is tendered for delivery. In the event that the Customer is unable to take delivery of the Goods/Equipment as arranged then RENTCORP shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.

5.4. RENTCORP may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be delivered and paid in accordance with the provisions in these terms and conditions.
5.5. Any time or date given by RENTCORP to the Customer is an estimate only. The Customer must still accept delivery of the Goods/Equipment even if late and RENTCORP will not be liable for any loss or damage incurred by the Customer 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 Customer on Delivery and the Customer 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 Customer, RENTCORP is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by RENTCORP is sufficient evidence of RENTCORP's rights to receive the insurance proceeds without the need for any person dealing with RENTCORP to make further enquiries.

7. **Access**
7.1. The Customer shall ensure that RENTCORP has clear and free access to the work site at all times to enable them to deliver the Equipment and/or undertake the Services. RENTCORP shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of RENTCORP.
7.2. It is the responsibility of the Customer to ensure that access is suitable to accept the weight of laden trucks, fork lifts, or other heavy equipment. The Customer agrees to indemnify RENTCORP against all costs incurred by RENTCORP in recovering such vehicles in the event they become bogged or otherwise immovable.

8. **Title to Goods**
8.1. RENTCORP and the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has paid RENTCORP all amounts owing to RENTCORP; and
(b) the Customer has met all of its other obligations to RENTCORP.
8.2. Receipt by RENTCORP 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 received.
8.3. If it is further agreed that:
(a) until ownership of the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must return the Goods to RENTCORP on request;
(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for RENTCORP and must pay to RENTCORP the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
(c) the Customer 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 Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such sale on trust for RENTCORP and must pay or deliver the proceeds to RENTCORP;
(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of RENTCORP and must sell, dispose of or return the resulting product to RENTCORP as it so directs;
(e) the Customer irrevocably authorises RENTCORP to enter any premises where RENTCORP believes the Goods are kept and recover possession of the Goods.
(f) RENTCORP may recover possession of any Goods in transit whether or not delivery has occurred.
(g) the Customer 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 RENTCORP.
(h) RENTCORP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

9. **Personal Property Securities Act 2009 ("PPSA")**
9.1. In this clause financing statement, security agreement, security agreement, and security interest has the meaning given to it by the PPSA.
9.2. Upon assenting to these terms and conditions in writing the Customer 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 RENTCORP to the Customer.
9.3. The Customer 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 RENTCORP 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 9.3(a)(i) or 9.3(a)(ii);
(b) indemnify, and upon demand reimburse, RENTCORP 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 RENTCORP;
(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 RENTCORP;
(e) immediately advise RENTCORP 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.

9.4. RENTCORP and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
9.5. The Customer waives their right to sections 118, 121(1), 130, 132(3)(b) and 132(4) of the PPSA.
9.6. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
9.7. Unless otherwise agreed to in writing by RENTCORP, the Customer waives their right to register a verification statement in accordance with section 157 of the PPSA.
9.8. The Customer must unconditionally ratify any actions taken by RENTCORP under clauses 9.3 to 9.5.
9.9. 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.

10. **Security and Charge**
10.1. In consideration of RENTCORP agreeing to supply the Goods/Equipment, the Customer 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 Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
10.2. The Customer indemnifies RENTCORP from and against all RENTCORP's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising RENTCORP's rights under this clause.
10.3. The Customer irrevocably appoints RENTCORP and each director of RENTCORP as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.

11. **Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
11.1. The Customer must inspect the Goods/Equipment on delivery and must within twenty-four (24) days of delivery notify RENTCORP in writing of any evident defect, damage, shortage in quantity, or failure to comply with the description or quote. The Customer 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 Customer must allow RENTCORP to inspect the Goods/Equipment.
11.2. The Customer acknowledges and accepts that where RENTCORP is notified of any breakdown with the Equipment that RENTCORP will endeavour to (at their sole discretion) either repair the Equipment on-site or provide a replacement forklift as soon as reasonable possible. RENTCORP shall not be liable for any direct, indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of any delay in replacing the Equipment due to the unavailability of the necessary replacement Equipment.
11.3. 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).
11.4. RENTCORP acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
11.5. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, RENTCORP makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. RENTCORP's liability in respect of these warranties is limited to the extent permitted by law.
11.6. If the Customer is a consumer within the meaning of the CCA, RENTCORP's liability is limited to the extent permitted by section 64 of Schedule 2.
11.7. If RENTCORP is required to replace the Goods under this clause or the CCA, but is unable to do so, RENTCORP may refund any money the Customer has paid for the Goods.

11.8. If the Customer is not a consumer within the meaning of the CCA, RENTCORP'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 Customer by RENTCORP at RENTCORP's sole discretion;
(b) limited to any warranty to which RENTCORP is entitled, if RENTCORP did not manufacture the Goods;
(c) otherwise negated absolutely.

11.9. Subject to this clause 11, returns will only be accepted provided that:
(a) the Customer has complied with clause 11.1; and
(b) RENTCORP has agreed that the Goods are defective; and
(c) the Goods are returned within a reasonable time at the Customer'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.

11.10. Notwithstanding clauses 11.1 to 11.9 but subject to the CCA, RENTCORP 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 Customer failing to properly maintain or store any Goods/Equipment;
(b) the Customer using the Goods/Equipment for any purpose other than that for which they were designed;
(c) the Customer continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; or
(d) the Customer failing to follow any instructions or guidelines provided by RENTCORP;

(e) fair wear and tear, any accident, or act of God.
11.11. In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by RENTCORP as to the quality or suitability for any purpose and any implied warranties are expressly excluded. The Customer acknowledges and agrees that RENTCORP has agreed to provide the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of these clauses 11.1 to 11.11.
11.12. Notwithstanding anything contained in this clause 11 RENTCORP is required by law to accept a return then RENTCORP will only accept a return on the

conditions imposed by that law.
12. **Intellectual Property**
12.1. Where RENTCORP has designed, drawn or developed Goods/Equipment for the Customer, then the copyright in any designs and drawings and documents shall remain the property of RENTCORP.
12.2. The Customer warrants that all designs, specifications or instructions given to RENTCORP will not cause RENTCORP to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify RENTCORP against any action taken by a third party against RENTCORP in respect of any such infringement.
12.3. The Customer agrees that RENTCORP may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods/Equipment which RENTCORP has created for the Customer.

13. **Default and Consequences of Default**
13.1. The Customer shall be deemed to be in default from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at RENTCORP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
13.2. If the Customer owes RENTCORP any money the Customer shall indemnify RENTCORP from and against all costs and disbursements incurred by RENTCORP in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, RENTCORP's contract default fee, and any other fees).
13.3. Without prejudice to any other remedies RENTCORP may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions RENTCORP may suspend or terminate the supply of Goods/Equipment to the Customer. RENTCORP will not be liable to the Customer for any loss or damage the Customer suffers because RENTCORP has exercised its rights under this clause.
13.4. Without prejudice to RENTCORP's other remedies at law RENTCORP shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and amounts owing to RENTCORP shall, whether or not due for payment, become immediately payable if:
(a) any money payable to RENTCORP becomes overdue, or in RENTCORP's opinion the Customer will be unable to make a payment when it falls due;
(b) the Customer 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;
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

14. **Cancellation**
14.1. RENTCORP 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 Customer. On giving such notice RENTCORP shall repay to the Customer any money paid by the Customer for the Goods/Equipment. RENTCORP shall not be liable for any loss or damage whatsoever arising from such cancellation.
14.2. In the event that the Customer cancels delivery of Goods/Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by RENTCORP as a direct result of the cancellation (including, but not limited to, any loss of profits).
14.3. In the event that either party to this agreement wishes to cancel an associated Service Agreement contract, then the party that wishes to exercise this right must do so by advising the other party in writing giving not less than the required notice defined in the contract in accordance with clause 2.3.
14.4. Cancellation of orders for Goods/Equipment made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.

15. **Privacy Act 1988**
15.1. The Customer agrees for RENTCORP to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by RENTCORP.
15.2. The Customer agrees that RENTCORP may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
(a) to assess an application by the Customer; and/or
(b) to notify other credit providers of a default by the Customer; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Customer. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
15.3. The Customer consents to RENTCORP being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

15.4. The Customer agrees that personal credit information provided may be used and retained by RENTCORP for the following purposes (and for other purposes as shall be agreed between the Customer and RENTCORP or required by law from time to time):
(a) the provision of Goods/Equipment; and/or
(b) the marketing of Goods/Equipment by RENTCORP, its agents or distributors; and/or
(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
15.5. RENTCORP may give information about the Customer to a credit reporting agency for the following purposes:
(a) to obtain a consumer credit report about the Customer;
(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
15.6. The information given to the credit reporting agency may include:
(a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
(b) data concerning the Customer's application for credit and the amount requested;
(c) advice that RENTCORP is a current credit provider to the Customer;
(d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
(e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
(f) information that, in the opinion of RENTCORP, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
(g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
(h) that credit provided to the Customer by RENTCORP has been paid or otherwise discharged.

16. **Unpaid Seller's Rights**
16.1. Where the Customer has left any item with RENTCORP for repair, modification, exchange or for RENTCORP to perform any other service in relation to the item and RENTCORP has not received or been tendered the whole of any moneys owing to it by the Customer, RENTCORP shall have, until all moneys owing to RENTCORP are paid:
(a) a lien on the item; and
(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
16.2. The lien of RENTCORP shall continue despite the commencement of proceedings, or judgment for any moneys owing to RENTCORP having been obtained against the Customer.

17. **General**
17.1. RENTCORP to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect RENTCORP'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.
17.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which RENTCORP has its principal place of business, and are subject to the jurisdiction of the Paramatta Courts in that state.
17.3. To the extent that RENTCORP is liable to the Customer under no liability whatsoever to the Customer by any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by RENTCORP of these terms and conditions (alternatively RENTCORP's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
17.4. The Customer shall not be entitled to set off against, or deduct from the Price of any invoice, any sums owed or claimed to be owed to the Customer by RENTCORP nor to withhold payment of any invoice because part of that invoice is in dispute.
17.5. RENTCORP may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
17.6. The Customer agrees that RENTCORP may amend these terms and conditions at any time. If RENTCORP makes a change to these terms and conditions, then that change will take effect from the date on which RENTCORP notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for RENTCORP to provide Goods/Equipment to the Customer.
17.7. RENTCORP shall not be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
17.8. The Customer 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.

18. **Additional Terms & Conditions Applicable to Hire Only**
18.1. **Hire Period**
18.1.1. For Equipment in which a timing device is installed the hire period shall be the number of hours or part thereof recorded on the timing device whilst the Equipment is in the Customer's possession.
18.2. Where the Equipment does not have a timing device installed hire charges shall commence from the time the Equipment is collected by the Customer from RENTCORP's premises and will continue until the return of the Equipment to RENTCORP's premises; and/or until the expiry of the Minimum Hire Period, whichever last occurs.
18.3. If RENTCORP agrees with the Customer to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves RENTCORP's premises and continue until the Customer notifies RENTCORP that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
18.4. The date upon which the Customer advises of termination shall in all cases be treated as a full day's hire.
18.5. No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless RENTCORP consents special prior arrangements in writing. In the event of Equipment breakdown provided the Customer notifies RENTCORP immediately, hire 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 Customer.

19. **Risk to Equipment**
19.1. RENTCORP retains property in the Equipment nonetheless all risk for the Equipment passes to the Customer on delivery.
19.2. The Customer accepts full responsibility for the safekeeping of the Equipment and indemnifies RENTCORP for all loss, theft, or damage to the Equipment however 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 Customer.
19.3. The Customer will insure, or self insure, RENTCORP'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 Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
19.4. The Customer accepts full responsibility for and shall keep RENTCORP 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 Customer or any other persons.

20. **Title to Equipment**
20.1. The Equipment is and will at all times remain the absolute property of RENTCORP.
20.2. If the Equipment is returned to RENTCORP, RENTCORP's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being liable for any damage thereby caused.
20.3. The Customer is not authorised to pledge RENTCORP's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

21. **Customer's Responsibilities**
21.1. The Customer shall:
(a) ensure that the operator of any Equipment is not under the influence of alcohol or any drug that may impair their ability to operate the Equipment;
(b) ensure that all persons driving and/or operating the Equipment are suitably instructed in the Equipment's safe and proper use and where necessary that the operator holds a current Certificate of Competency and/or are fully licensed to drive and/or operate the Equipment and shall provide evidence of the same to RENTCORP upon request;
(c) maintain the Equipment as is required by RENTCORP (including, but not limited to, maintaining (where applicable) water, oil and fluid levels, tyre pressures (including pneumatic punctures, Equipment covered under a Service Agreement, RENTCORP with maintain and replace tyres every eighteen (18) months) and battery/s to be fully charged and water levels must be maintained with the use of distilled water only);
(d) ensure that all reasonable care is taken by the driver in handling and/or parking the Equipment and that the Equipment is left locked and/or securely stored when not in use;
(e) be liable for any parking or traffic infringement, impoundment, towage and storage costs incurred during the hire period and will supply relevant details as required by the Police and/or RENTCORP relating to any such matters or occurrences;
(f) not carry any animals, illegal, prohibited or dangerous on, or in, the Equipment supplied without the prior written permission of RENTCORP;
(g) not exceed the recommended or legal load and capacity limits of the Equipment (including the recommended number of passengers (if applicable));
(h) retain the Equipment safely to its return from hire. In the event the Equipment needs to be retailed upon its return from Hire then the costs of retelling shall be charged to the Customer in addition to the costs of the Equipment hire;
(i) notify RENTCORP immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification;
(j) satisfy itself at commencement that the Equipment is suitable for its purpose;
(k) operate the Equipment safely in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by RENTCORP or posted on the Equipment;
(l) comply with all occupational health and safety laws relating to the Equipment and its operation;
(m) 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 RENTCORP (or RENTCORP's designate agent);
(n) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to take a lien, or grant any encumbrance over the Equipment;
(o) not alter or make any additions to the Equipment including but not limited to altering, make any additions to, defacing or erasing any identifying mark, plate or number on the Equipment or any other matter interfering with the Equipment;
(p) use the Equipment only for the Customer's own works and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
(q) immediately notify RENTCORP should the Equipment become bogged or stuck (refer also (g)).

21.2. Immediately on request by RENTCORP the Customer will pay:
(a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to RENTCORP;
(b) all costs incurred in returning 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 Customer or the Customer's agent;
(e) any lost hire fees RENTCORP would have otherwise been entitled to for the Equipment, under this, or any other hire agreement.
21.3. The Customer shall be liable for the cost of the Equipment caused by vandalism, or (in RENTCORP's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer.
(g) the cost of fuels and consumables provided by RENTCORP and used by the Customer.