

## 1. Application of Terms & Conditions

- a) These Terms & Conditions apply to and govern the purchaser order entered into by a HIRER of equipment or services ("HIRER") ("Agreement"), whereby equipment and/or services are supplied to CV Services Group Pty Ltd (ACN 128 857 447) or its subsidiary companies (collectively "PURCHASER").
- b) An offer made by the HIRER to supply equipment and/or services shall not be binding on the PURCHASER until the Purchaser has issued a purchase order.
- c) Within 2 business days of the PURCHASER issuing a purchase order, the HIRER must provide written confirmation that it accepts that purchase order.
- e) To the extent that there are inconsistencies between these Terms & Conditions and the HIRER Terms and Conditions these Terms and Conditions will prevail.

## 2. Price

- a) Unless stated otherwise, the prices quoted by the HIRER for the supply of equipment exclude equipment and services tax (GST).
- b) The PURCHASER must pay GST (where required by legislation), without deduction or set off of any other amount, at the same time as paying the price.
- c) The prices quoted by the HIRER will be as per the Master Agreement for Dry Hire Plant and Equipment.

## 3. Payment

- a) The HIRER must issue a valid tax invoice identifying the equipment and/or services supplied and attaching a copy of the delivery dockets or receipts within 2 business days after the end of the calendar month in which the equipment or services were supplied.
- b) All invoices issued by the HIRER are due and payable within 45 days from the end of the month in which the invoice is dated ("Due Date"), unless otherwise agreed in writing by the PURCHASER and subject to any amounts disputed by the PURCHASER.

## 4. Delivery

- a) Unless otherwise agreed, where the PURCHASER has nominated an address for delivery, the HIRER must deliver the equipment to that nominated address.
- b) The HIRER bears responsibility for unloading equipment at the point for delivery nominated by the PURCHASER.
- c) The PURCHASER will provide adequate and proper facilities for the reception and storage of equipment and warrants that those facilities comply with all relevant statutes or regulations, including health and safety regulations, and that all necessary permits and licenses have been obtained for the storage of the equipment.
- d) Where equipment are delivered to the nominated, the HIRER shall be deemed to have delivered the equipment in accordance with the Agreement if it obtains a receipt or signed delivery docket for the equipment from a person authorised to accept the equipment on behalf of the PURCHASER.
- e) If the nominated address is unattended or if delivery cannot otherwise be effected or the equipment cannot be dispatched due to any act, matter or thing beyond the control of the HIRER, the HIRER must promptly advise the PURCHASER and deliver the equipment in accordance with the directions of the PURCHASER.
- f) If the parties agree in writing, the HIRER may supply equipment and/or services in instalments and these Terms & Conditions of Sale shall apply to each and every supply of equipment and/or services.
- g) The HIRER must deliver the equipment by the date for supply of equipment and/or services agreed between HIRER and the PURCHASER.
- h) The HIRER must immediately give written notice to the PURCHASER upon becoming aware that an event may cause a delay to the delivery of equipment by the date of supply of equipment and/or services.

## 5. Claims

- b) The PURCHASER will notify the HIRER in writing within a reasonable time if the equipment delivered to the PURCHASER do not match the order after the date of delivery.
- c) Equipment may be returned if the equipment is not fit for purpose. In all cases the original invoice must be quoted and return freight must be prepaid by the HIRER.

## 6. Warranty and Liability

- a) The HIRER warrants that the equipment:
  - (i) is safe and in good repair, fit for purpose and conform with their description and are free of defects; and
  - (ii) comply with all relevant standards and regulatory requirements.
- b) The HIRER warrants that at all times it will exercise due skill, care and diligence in the provision of the equipment and /or services in accordance with good industry practice.

## 7. Passing of Title and Risk

- a) The risk of loss or damage to equipment shall pass to the PURCHASER at the time of delivery made in accordance with clause 4.

## 8. Drawings, Documentation and Information

- a) Any descriptive and shipping specifications, illustrations, drawings, data, dimensions and weights, either submitted by the HIRER with a quotation or tender or otherwise provided by the HIRER to the PURCHASER forms part of any Agreement entered into between HIRER and the PURCHASER.
- b) Any drawings, other documents or information provided by one party ("Discloser") to the other party ("Receiver") remains the property of the Discloser and constitutes confidential information of the Discloser (to the extent that it is not in the public domain). The Receiver shall keep all such drawings, other documents and information confidential and shall not disclose it other than as required by law or permitted by the Discloser.

## 9. Termination

- a) The PURCHASER may terminate the Agreement without further notice if the HIRER:
  - i) is in breach of any term of the Agreement and fails to remedy the breach within 14 days' notice in writing by the PURCHASER specifying the breach and requiring the HIRER to remedy it;
  - ii) is declared bankrupt, resolves to go into voluntary administration or liquidation or has a petition for bankruptcy or winding up presented against it or enters into a scheme of arrangement with its creditors or if any liquidator, administrator, receiver or official manager is appointed in respect of the HIRER or if anything analogous occurs in respect of the HIRER.
- b) The HIRER must indemnify the PURCHASER for any loss or damage the PURCHASER suffers or incurs as a result of the termination of this Agreement due to the HIRER's acts or omissions, including but not limited to any costs and expenditure incurred by the PURCHASER due to the termination.

## 10. Force Majeure

Should the HIRER be delayed, hindered, or otherwise prevented from supplying the equipment in accordance with the terms of this Agreement by reason of events or circumstances beyond the reasonable control of the HIRER, including but not limited to Acts of God, wars, riots, strikes, lockouts, trade disputes or labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of equipment or services, then HIRER shall not be liable to the PURCHASER for any loss or damage which may be suffered by the PURCHASER whether as a direct or indirect result of any such occurrences.

## 11. Insurance

- a) The HIRER must effect and maintain the following insurance policies:
  - i) public liability of \$20m per event);
  - ii) workers compensation;
  - iii) motor vehicle and 3<sup>rd</sup> Part Liability Insurance for service and delivery vehicles
  - iv) ensure all contractors utilised by the HIRER for delivery, maintenance or repairs carry these insurance and;
  - iii) any other insurance reasonably required by the PURCHASER
- b) On request from the PURCHASER, the HIRER must provide evidence of the insurance policies required under this Agreement.

## 12. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Queensland.