



RENTAL TERMS AND CONDITIONS

GENERAL

These Rental Terms & Conditions apply to the exclusion of any other conditions proposed by the Hirer, unless otherwise agreed by Uniblast and the Hirer in writing. Uniblast agrees to hire equipment to the Hirer on terms set out in this document. If the Hirer wishes to hire equipment the Hirer must complete and sign (or otherwise accept in the manner required by Uniblast) a Hire Schedule and such other documents as Uniblast may require. Each Hire Schedule is a separate contract that forms a part of the hire agreement between Uniblast and the Hirer, together with any credit application, guarantee and indemnity or other contractual documents that will apply across all Hire Schedules. Uniblast may at its absolute discretion decline to hire Equipment to the Hirer.

These Rental Terms & Conditions are to be read in conjunction with and are not in substitution of the BlastOne Terms & Conditions of Sale as available on the BlastOne website.

These Rental Terms & Conditions may be changed by Uniblast from time to time by Uniblast giving notice of the amendment to the Hirer. Notice is deemed given whether or not receipt is confirmed by the Hirer when Uniblast does any of the following:

- (a) sends notice of the amendment to the Hirer at any address (including an email address) supplied by the Hirer;
- (b) publishes the amended terms on its website; or
- (c) displays the amended terms at premises from which Uniblast conducts hire operations.

Changes to these Rental Terms & Conditions will only apply to Hire Schedules entered into after the change occurs.

DEFINITIONS & INTERPRETATION

In these Rental Terms & Conditions, unless specified to the contrary, the following words and phrases have the meanings given to them:

"Claim" means in relation to a person, corporation or other legal entity, a claim, demand, remedy, suit, injury, damage, loss, cost of liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred or to be made or recovered by or against such person, corporation or other legal entity however arising and whether ascertained or unascertained.

"Credit Application" means the Hirer's signed

application for credit accommodation by Uniblast in respect of Equipment hire and in respect of which a copy of these Terms and Conditions incorporated by reference.

"Equipment" means any machine hired by Uniblast to the Hirer and includes all tools, accessories, parts, item of equipment and devices affixed thereto or supplied therewith.

"Environmental Disposal Levy" has the meaning given in clause 17.

"Hire Agreement" means every agreement between Uniblast and the Hirer for the hire of Equipment (whether signed or not) including a Hire Schedule, all of which will be deemed to include:

- (a) the Credit Application (or other order documentation approved by Uniblast in respect of the Equipment);
- (b) the Guarantee and Indemnity relating to the Hirer for the benefit of Uniblast (if applicable); and
- (c) these Rental Terms & Conditions.

"Hire Period" has the meaning given in clause 1.1.

"Hire Schedule" means the rental estimate with unique quotation number issued by the Uniblast to the Hirer, which details the specific products and rates that apply to a rental.

"Hirer" means the person, firm or corporation to whom the Equipment is hired by Uniblast (including the party named and described in the Credit Application as the "Hirer") and includes any contractor, employee, servant, agent or other person claiming through, under or in trust for any such person, firm or corporation.

"LTD Waiver" has the meaning given in clause 4.1.

"New Replacement Cost" means the actual cost of replacing a lost, stolen or damaged piece of Equipment as determined by Uniblast and advised to the Hirer.

"Uniblast" means Blastone International (Aust) Pty Ltd (ABN 605 380 149) or any other Uniblast Entity from which the Hirer hires equipment (as applicable).

"Uniblast Entity" means Uniblast, its successors or assignees, or any of its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) including (but not limited to);

In the interpretation of these Rental Terms & Conditions, unless specified to the contrary:

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- (a) words imputing the singular include the plural and vice versa;
- (b) words imputing any gender includes both genders;
- (c) a reference to any matter or thing includes the whole and each part of it separately;
- (d) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (e) a reference to a natural person includes a company or other corporate body or vice versa;
- (f) a reference to any legislation, regulation, code or local law includes any modification, re enactment or substitution of it;
- (g) the obligations imposed by these Rental Terms & Conditions on or in favour of a party who is a natural person includes his heirs, executors, administrators and assigns;
- (h) the obligations imposed by these Rental Terms & Conditions on or in favour of a party which is a company or other corporate body includes its successors and assigns;
- (i) time will be of the essence; and use of the word "including" is to be read and construed without limitation.

1. HIRE OF EQUIPMENT

1.1. Subject to clause 1.4, the period of hire commences when the Hirer takes possession of the Equipment or when Uniblast dispatches the Equipment in accordance with the Hirer's instructions and the period of hire ends when the Equipment is back in the possession of Uniblast (in total, the "Hire Period"). The Hire Period includes weekends and public holidays and is irrespective of the time the Equipment is being used.

1.2. The Hirer is entitled to use the Equipment for the Hire Period subject to the terms of the Hire Agreement. Any extension of the Hire Period must be expressly agreed by Uniblast before the expiration of the Hire Period.

1.3. The Hirer agrees to return the Equipment to the address identified by Uniblast on or before the end of the Hire Period as outlined in the Hire Schedule and acknowledges that failure to do so may be immediately reported to the police.

1.4. Subject to clause 12.4, the Hirer will pay Uniblast the hire charges set out in the Hire Agreement, as well as other levies or charges that may be applicable. The Hirer is not entitled to any discount or rebate if the Equipment is not used by the Hirer for any part of the Hire Period. If the Equipment is used for more than eight hours on any given day Uniblast may charge a double or triple shift rate calculated as the daily hire rate

multiplied by 2 or by 3 respectively.

1.5. Should Uniblast agree with the Hirer that Uniblast will deliver and collect the Equipment, hire charges will commence from the time the Equipment leaves Uniblast's premises and continue until the date that the Equipment is returned to the same Uniblast premises.

1.6. The Hire Agreement will specify the type of rate that will apply.

1.7. Uniblast reserves the right to charge a minimum period of hire for certain types of Equipment. The minimum period of hire may not be varied except if agreed in writing by Uniblast.

1.8. The Hire Period will not be subject to stand down or adjustment for any reason whatsoever unless agreed to by Uniblast in writing.

2. NO PPS LEASE WITHOUT UNIBLAST AGREEMENT

Despite anything else in this document, without the express written consent of Uniblast, the Hire Period (including any option or extension of it) cannot be longer than two years (or any other period that is the time threshold for a PPS lease under the PPS Law (as defined [below])).

3. PAYMENT FOR HIRE

3.1. The Hirer agrees to pay Uniblast the hire fee and the LTD Waiver Fee specified in the Hire Schedule for the use of the Equipment for the Hire Period including any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire, or that result in any way from the Hirer's use of the Equipment.

3.2. The required fees must be paid to Uniblast prior to or on the commencement date of the Hire Period and when otherwise due and payable periodically under the Hire Schedule or as agreed with Uniblast. Hirers who do not pay on any terms agreed will be automatically in default. Equipment not returned on time and in accordance with this agreement will be subject to a continuance of the agreed hire fee and other charges until return or pick-up (if agreed) is complete, but this will not constitute an extension of the Hire Period.

3.3. Uniblast may agree to make Equipment delivery and collection arrangements to and from the Hirer's site and the Hirer will pay to Uniblast any charges and expenses incurred in such delivery, installation and/or collection. Uniblast will use its endeavours to deliver the Equipment at the requested time but makes no warranty or guarantee as to delivery, and will not be liable to the Hirer for a late delivery or non-delivery.

3.4. A reasonable cancellation fee may be charged by Uniblast where Equipment has been reserved by booking and the Hirer cancels the booking without reasonable notice or fails to take delivery of the Equipment.

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3.5. Uniblast may charge the Hirer a reasonable fee for accepting payment by credit card and this may be up to the applicable permissible charge under legislation.

3.6. Unless otherwise stated, the hire charges payable by the Hirer in relation to the Equipment will be as stated in the applicable Hire Schedule. Uniblast reserves the right at any time to revise the hire fees by providing the Hirer with notice. However, the hire fee cannot be increased during an agreed fixed term hire unless the Hirer agrees to the increase. Where the increase in hire fees applies to Equipment already on hire by the Hirer, the Hirer may terminate the hire and return the Equipment to Uniblast.

4. LOST THEFT DAMAGE WAIVER

4.1. The Loss Theft Damage Waiver ('LTD Waiver') is an agreement by Uniblast to limit the Hirer's liability in certain circumstances for loss, theft or damage to the Equipment to an amount referred to as the LTD Waiver Excess. The LTD Waiver Excess is detailed below in clause 4.5 and is subject to the limitations set out in clause 4.6. For the avoidance of doubt, the LTD Waiver does not constitute a policy of insurance or the offer of a policy of insurance.

4.2. Subject to clause 4.3, the LTD Waiver Fee will be automatically charged to the Hirer in addition to the hire charges and will be set out in the Hire Agreement. The LTD Waiver Fee is calculated as a percentage of the Hire Charge.

4.3. The Hirer is not required to pay the LTD Waiver Fee from the date it produces a certificate of currency for an appropriate policy of insurance that covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the replacement value of the Equipment. For the avoidance of doubt, the Hirer is liable to pay the LTD Waiver Fee for that portion of the Hire Period where a certificate of currency required pursuant to this clause 4.3 remains outstanding and is not entitled to any credit and/or reimbursement of the LTD Waiver Fee charged and/or paid that relates to the uninsured period. The Hirer is responsible for any excess and any other costs associated with the qualifying insurance policy and is responsible for any shortfall in repair or replacement costs of the Equipment following payment of any amount received under the insurance policy, including any loss Uniblast might suffer as a result of not being able to hire the Equipment.

4.4. Where the Hirer has paid the LTD Waiver Fee, Uniblast will waive its right to claim against the Hirer for loss, theft or damage to the Equipment if:

4.4.1. for theft, the Hirer has promptly reported the incident to the police and provided Uniblast with a written police report;

4.4.2. the Hirer has co-operated fully with Uniblast and provided Uniblast with the details of the incident, including any written or photographic evidence Uniblast may require;

4.4.3. the loss, theft or damage does not fall into one or more of the circumstances set out in clause 4.6; and

4.4.4. the Hirer has paid Uniblast the LTD Waiver Excess.

4.5. The LTD Waiver Excess for each item of Equipment is the amount calculated as follows:

4.5.1. **Replacement** where the Equipment is lost, stolen or damaged beyond repair:

(a) subject to paragraph (b), the LTD Waiver Excess for each item of Equipment that is lost, stolen, or damaged beyond repair will be the amount equal to the greater of \$2,500.00 or 15% of the new replacement cost; and

(b) where the New Replacement Cost is less than \$2,500.00, the LTD Waiver Excess will be an amount equal to the New Replacement Cost.

4.5.2. **Repair** where the Equipment is partially damaged and can be repaired:

(a) subject to paragraph (b), the LTD Waiver Excess for each item of Equipment that is partially damaged and can be repaired will be the amount equal to the greater of \$2,500.00 or 15% of the repair cost.

(b) where the repair cost of the Equipment is less than \$2,500, the LTD Waiver Excess will be an amount equal to the lesser of the repair cost and the New Replacement Cost.

4.6. Even if the Hirer has paid the LTD Waiver Fee, Uniblast will not waive its rights to claim against the Hirer and the LTD Waiver will not apply if:

4.6.1. the loss, theft or damage arises from or in connection with breach of this agreement where the breach increased the risk of or causes the loss or damage;

4.6.2. the loss, theft or damage arises from or in connection with breach of any statute or other law or regulations in connection with the use of the Equipment by the Hirer where the breach increased the risk of or causes the loss or damage;

4.6.3. the loss, theft or damage arises from or in connection with misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use and/or overloading of the Equipment;

4.6.4. the theft, loss or damage by whatever cause is in respect of tools and/or accessories supplied with the Equipment including but not limited to; hoses, drills, bits, grease guns, electric leads, tyres and tubes;

4.6.5. damage results from the lack of lubrication or non-adherence to other normal maintenance requirements that are required by or could reasonably be expected of the Hirer under this agreement;

4.6.6. there is disregard for instructions given to the Hirer by Uniblast in respect of the proper use of the

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Equipment or in contradiction of the manufacturer's instructions if supplied with the Equipment at the commencement of hire;

4.6.7. loss, theft or damage of the Equipment occurs in circumstances where site security is available including, but not limited to, locked yards, buildings and sheds, where that security is not properly used by the Hirer to secure the Equipment whilst it is left unattended; or

4.6.8. loss or damage occurs while loading or offloading Equipment from maritime vessels, transportation of equipment on maritime vessels or the use of Equipment on any wharf or bridge or over any body of water;

4.6.9. damage has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;

4.6.10. damage is to motors or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical Equipment;

4.6.11. damage is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc;

4.6.12. damage is caused by vandalism;

4.6.13. loss, theft or damage is to tyres or tubes; or

4.6.14. damage is to windscreens, mirrors, glass, or perspex.

5. USE, OPERATION AND MAINTENANCE

5.1. The Hirer agrees that the use of the Equipment carries with it inherent dangers and risks of injury and the Hirer agrees to accept all those dangers and risks.

5.2. The Equipment must not be used by anyone other than the Hirer without the express permission of Uniblast.

5.3. The Hirer will ensure that all persons operating or erecting the equipment have been trained and are competent in its safe and proper use and where required hold valid proof of training or are fully licenced to use it.

5.4. The Hirer agrees to operate, maintain, store and transport the Equipment in a proper manner and where required strictly in accordance with any instruction provided by Uniblast and with due care and diligence.

5.5. The Hirer agrees that the Equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by Uniblast or posted on the Equipment in regard to its operation, maintenance and storage.

5.6. The Hirer agrees to comply with all occupational

health and safety laws and regulations relating to the use of the Equipment and associated operations.

5.7. The Hirer must ensure the Equipment is returned to Uniblast clean and decontaminated of all foreign matter and hazardous waste, including lead and asbestos. Any Equipment returned that does not comply with this request will be returned to the Hirer for cleaning at the Hirer's cost, in which case the rental will be extended until such time as the Equipment is returned in a clean and decontaminated condition. Alternatively, the Equipment will be sent to a compliant third party for cleaning and all associated costs plus an administration charge will be charged back to the Hirer.

5.8. The reasonable costs of fuel or other consumables provided by Uniblast and used by the Hirer are to be paid to Uniblast when required by Uniblast. A refuelling charge will be charged to the Hirer for any Equipment returned without a full tank of fuel.

6. HIRER'S OBLIGATIONS

6.1. The Hirer agrees that:

6.1.1. the Equipment will be used in accordance with any additional conditions outlined in the Hire Schedule.

6.1.2. the particulars in the Hire Schedule provided by the Hirer are correct in every respect and are not misleading in any way including, without limitation, by omission.

6.1.3. the Hirer and/or all its relevant personnel hold a valid current driver's licence, operating licence or permit valid for the type of Equipment hired.

6.1.4. the Equipment will not be used for any illegal purpose, and the Hirer agrees not to exceed the recommended or legal speed limit for the Equipment.

6.1.5. the Hirer's vehicle is suitable for towing the Equipment if required.

6.1.6. the Hirer will not, without prior written consent of Uniblast, tamper with, repair or modify the Equipment in any way, or permit another to do so.

6.1.7. the Hirer will not remove the Equipment from the State or Territory in which it is hired without the prior approval of Uniblast.

7. LIABILITY

7.1. To the full extent permitted by law and except to the extent arising from actions or omissions of Uniblast or from things beyond the reasonable control of the Hirer, the Hirer indemnifies Uniblast from all Claims and demands on Uniblast arising out of the use or misuse of the Equipment under the hire, including in respect of injuries to or deaths of persons and any damage to property.

7.2. To the full extent permitted by law Uniblast excludes any implied or imposed guarantee, term,

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condition, warranty, undertaking, inducement or representation in relation to this document ("Provision"). To the extent to which Uniblast is not able to exclude a Provision ("Non-Excludable Provision"), and Uniblast is able to limit the Hirer's remedy for a breach of the Non-Excludable Provision, then Uniblast's liability for breach of the Non-Excludable Provision is limited to (at Uniblast's election):

7.2.1. in the case of goods, the repair or replacement of the goods or the supply of equivalent goods (or the payment of the cost of doing so); and

7.2.2. in the case of services, the supplying of the services again (or the payment of the cost of doing so).

7.3. Subject to Uniblast's obligations under the Non-Excludable Provisions, Uniblast is not liable to the Hirer or any third party for any indirect loss or consequential loss arising in connection with this document or its subject matter, whether arising in or for breach of contract, negligence or other tort, breach of statutory duty, breach of warranty or guarantee or otherwise and whether or not that loss was foreseeable, even if Uniblast has been advised of the possibility of such loss.

8. LOSS, DAMAGE OR BREAKDOWN OF EQUIPMENT

8.1. Subject only to the provisions for LTD Waiver in this document:

8.1.1. the Hirer must return the Equipment in the same state and condition as it was when the Hirer takes possession except for fair wear and tear.

8.1.2. the Hirer is liable for any damage caused or allowed to the Equipment by the Hirer and for the payment of the full replacement value of any Equipment not returned to Uniblast.

8.2. If there is a breakdown or failure of the Equipment the Hirer shall notify Uniblast immediately for the appropriate action to be taken.

9. TERMINATION

9.1. Without prejudice to any other remedies Uniblast may have against the Hirer and notwithstanding the period of hire specified in the Hire Schedule, this Hire Agreement and any hire may be terminated by Uniblast as follows:

9.1.1. immediately and without giving prior notice if Uniblast reasonably considers there is an imminent risk of loss, material damage or disappearance of the Equipment;

9.1.2. unless Uniblast agrees otherwise at the Hirer's request, upon giving the Hirer 15 days' notice of termination at any time during the period of hire; or

9.1.3. immediately and without prior notice if the Hirer has a winding-up petition presented against it, or is wound up, or has a receiver of any of its assets

appointed, or it makes an assignment/compromise to the benefit of its creditors or if it is placed under administration or process of restructuring, or if it ceases to carry on business.

9.2. Uniblast may terminate a Hire Agreement at any time if the Hirer breaches the agreement and the breach cannot be, or is not, rectified within 10 days after Uniblast sends written notice to the Hirer specifying the breach and requesting rectification. Uniblast may also terminate a Hire Agreement if the Hirer commits a material breach of it.

9.3. Uniblast may seek compensation from the Hirer for a breach of a Hire Agreement including for loss of revenue whilst the Equipment is not able to be hired to others (for example due to its damage or loss) and/or loss of rental that would have been earned had termination not occurred. This does not limit Uniblast's other rights at law.

9.4. If a Hire Agreement is terminated under this clause 9, the Hirer must immediately pay all outstanding hire fees to Uniblast and must return the Equipment to Uniblast.

10. TITLE TO EQUIPMENT

10.1. The hirer acknowledges that Uniblast retains title to the Equipment and that the Hirer has rights to use the Equipment as a mere bailee only. The Hirer agrees that the Hirer has no rights to pledge Uniblast's credit in connection with the Equipment.

10.2. Except in the circumstances detailed in clause 15 the Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Equipment and not to conceal or alter the goods, or make any addition or alteration to, the Equipment.

11. REPOSSESSION AND REMEDIES ON DEFAULT

11.1. Uniblast may retake possession of the Equipment if:

11.1.1. the hire is terminated or becomes liable to be terminated by Uniblast;

11.1.2. the Hirer does not pay amounts owing to Uniblast when due.

11.2. In the case of repossession due to a breach of a Hire Agreement, the Hirer grants Uniblast permission to enter any premises where the Equipment listed in the Hire Schedule is situated to disconnect, decommission and/or remove that Equipment.

11.3. In addition to Uniblast's right to retake possession Uniblast may, following any termination of a Hire Agreement, sue for recovery of any damages or charges or loss suffered by Uniblast and/or to cancel any insurances effective in respect of the Equipment hired.

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12. COMPLETION OF THE HIRE

12.1. Return of the Equipment must be by the date and time outlined in the Hire Schedule. Uniblast may agree a date for pick-up.

12.2. Where pick-up is agreed Uniblast will arrange to pick-up the Equipment within a reasonable period after a request to do so and will issue the Hirer with a pick-up number on request. The Hirer agrees to maintain the responsibility for the Equipment whilst it is awaiting pick-up.

12.3. The Hirer will remain liable to be charged for the Equipment until it is returned to Uniblast (if Uniblast agrees to collect the Equipment then clause 1.4 applies.). The Hirer will be charged a full day hire for the day on which the Equipment is returned by the Hirer (or collected by Uniblast) irrespective of the time at which the Equipment is returned (or collected by Uniblast).

12.4. If the Hirer returns the Equipment before the expiry of the minimum period of hire referred to in clause 1.7 (if any), the Hirer will remain liable for all hire and other charges payable to Uniblast for the minimum period of hire.

12.5. For the avoidance of doubt, the Hirer may only return the Equipment to Uniblast' premises during normal business hours.

13. EQUIPMENT DATA COLLECTION

Equipment provided by Uniblast may contain on-board location tracking and data collection devices which enable the equipment to communicate and receive data, including but not limited to physical location of the Equipment and Equipment performance parameters.

By hiring Equipment from Uniblast the Hirer expressly consents to Uniblasts' use of this of these devices on the Equipment during the Hire Period, and Uniblast collecting, using and storing information from the device, and agrees that Uniblast is the owner of that data, subject to your rights under Privacy Law.

14. GENERAL

14.1. The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

14.2. If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

14.3. This agreement is governed by the laws of the State or Territory where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

14.4. Uniblast will comply with the applicable privacy legislation in all dealings with the Hirer. Information on our privacy policy is available on request.

15. PPS LAW

15.1. This clause applies to the extent that this Hire Agreement provides for a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in this Hire Agreement include references to amended, replacement and successor provisions.

15.2. Uniblast may register its security interest. The Hirer must do anything (such as obtaining consents and signing documents) which Uniblast requires for the purposes of ensuring that Uniblast's security interest is enforceable, perfected, first priority and otherwise effective under the PPS Law.

15.3. Uniblast may recover from the Hirer the cost of doing anything under this clause, including but not limited to registration fees.

15.4. The rights of Uniblast under this document are in addition to and not in substitution for Uniblast's rights under other law (including PPS Law) and Uniblast may choose whether to exercise rights under this document, and/or under other law, as it sees fit.

15.5. To the extent that Chapter 4 of the PPS Law applies to the security interest under this agreement, and the PPS Law requires Uniblast to give a notice or allow time or provide any account to the Hirer, the Hirer and Uniblast agree that to the extent allowable under the PPS Law that requirement does not apply and, for the purposes of section 115 of the PPS Law it is "contracted out" of this agreement in respect of all goods to which that section can be applied.

15.6. Provisions of the PPS Law confer rights on Uniblast. The Hirer agrees that in addition to those rights, Uniblast will, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that Uniblast may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.

15.7. The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law. Uniblast and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purposes of allowing Uniblast the benefit of section 275(6)(a) and Uniblast will not be liable to pay damages or any other compensation or be subject to injunction if Uniblast breaches this sub-clause.

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16. SECURITY INTERESTS AND SUB-HIRE

16.1. The Hirer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the equipment other than with the express written consent of Uniblast.

16.2. The Hirer must not lease, hire, bail or give possession ("sub-hire") of the equipment to anyone else unless Uniblast (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Uniblast and must be expressed to be subject to the rights of Uniblast under this Agreement. The Hirer may not vary a sub-hire without the prior written consent of Uniblast (in its absolute discretion).

16.3. The Hirer must ensure that Uniblast is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the equipment.

16.4. The Hirer must take all steps including registration under PPS Law as may be required to:

16.4.1. ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;

16.4.2. enable the Hirer to gain (subject always to the rights of Uniblast) first priority (or any other priority agreed to by Uniblast in writing) for the security interest; and

16.4.3. enable Uniblast and Hirer to exercise their respective rights in connection with the security interest.

16.5. Uniblast may recover from the Hirer the cost of doing anything under this clause, including registration fees.

17. INSURANCE

17.1. The Hirer shall affect and maintain at its expense the policies of insurance specified in subclauses 17.1.1 to

17.1.3 providing cover for the whole of the period of hire including any extension or continuation.

17.1.1. A policy providing indemnity for physical loss, including theft and/or damage to the Equipment for the replacement value of each item of Equipment, including whilst in transit (unless the LTD Waiver Fee has been paid).

17.1.2. A policy of workers' compensation insurance in respect of the Hirer's employees and subcontractors (as applicable) to cover liability which may be imposed by law from time to time in each jurisdiction in which the Equipment is hired.

17.1.3. A public liability policy in the usual terms which provides indemnity with respect to the operation of the Equipment to a limit of indemnity of at least \$20,000,000.

17.2. The Hirer shall ensure that each policy of insurance names Uniblast as a named insured as owner of the Equipment.

17.3. The Hirer shall provide Uniblast with evidence of the insurance effected in compliance with clauses 17.1.1 to 16.1.3 immediately upon demand by Uniblast.

17.4. The Hirer warrants that it shall not do any of the following:

17.4.1. do anything, or fail to do anything, which would allow an insurer to refuse or reduce a claim;

17.4.2. vary the insurance required by this clause in any way without the written consent of Uniblast; or

17.4.3. enforce, conduct, settle or compromise a claim without the consent of Uniblast.

18. ENVIRONMENTAL DISPOSAL LEVY

The Hirer will pay the amount specified by Uniblast in the Hire Schedule in consideration of any oil, grease or other environmental contaminants used, applied, or discarded in connection with the Equipment, so as to ensure the compliance with and fulfilling of Uniblast's environmental responsibilities.

ACCEPTANCE BY CUSTOMER

The Hire Contract Conditions hereto have been read, understood and agreed by the Customer.

SUBMITTED AND AGREED on behalf of the Customer on / /

ACCEPTANCE COMPLETED BY:

(Who warrants that they are expressly authorised to enter into this Agreement on behalf of the Applicant).

Customer

Full Name

Email Address

Signature*

*If submitted electronically, completion will bind the Customer even if unsigned.