

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 19 on the reverse.

Client's Details:							
Full or Legal Name:							
Trading Name: (If different from above)							
Physical Address:		Postcode:					
Billing Address:	Postcode:						
Email Address:							
Phone No:	Fax No:		Mobile No:				
Personal Details: (please complete if you are an Individual)							
D.O.B.	Driver's Licence No:						
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)							
Company Number: Date Incorp. (current owners):							
Nature of Business:							
Paid Up Capital: \$							
Principal Place of Business is: Rented Owned Mortgaged (to whom):							
Directors / Owners / Trustee (if more than two, please attach a separate sheet)							
(1) Full Name:			D.O.B.				
Private Address:				Postcode:			
Driver's Licence No: Phone No:			Mobile No:				
(2) Full Name:			D.O.B.				
Private Address:				Postcode:			
Driver's Licence No: Phone No:			Mobile No:				
Account Terms: 20 Days COD Other:							
Purchase Order Required?		Accounts to be emailed?					
Accounts Email Address:							
Accounts Contact:			Phone No:				
Bank and Branch:			Account No:				
Trade References: (please provide companies that are willing to do trade references)							
Name:	Address:		Phone / Fax / Email:				
1.							
2.							
3.							

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Jones Group 2021 Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.

SIGNED (CLIENT):		SIGNED (SUPPLIER):	SIGNED (SUPPLIER):			
Name:		Name:	Name:			
Position: WITNESS TO CLIENT'S	SIGNATURE:		Position:			
Signed:	gned:		Date:			
OFFICE USE ONLY						
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE		
	\$					



Jones Group 2021 Limited – Terms & Conditions of Trade

- 1. 1.1
- 1.2
- Definitions "Supplier" means Jones Quarry Limited, its successors and assigns or any person acting on behaff of and with the authority of Jones Quarry Limited. "Client" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. "Services" means all Services supplied by the Supplier to the Client at the Client's request from time to time, and: () where the context specified by the strengther to the Client at the Client's request () where the context specified by the terms "Environment" "Goods" as "Services" abut " 1.3
 - Services' means all Services supplied by the Supplier to the Client at the Client's request from time to time, and:
 (a) where the context so permits the terms 'Equipment', 'Goods' or 'Services' shall be interchangeable for the other, and
 (b) including, but not limited to, anything done or to be done in relation to the Goods, or the provision of any services ancliarly to the Goods such as moving, storing or leaving the Goods from any tertices and the other context so permits the tertient's context so the Goods, and the Goods at any site, yard, or other place or area, loading or unloading the Goods from any tertice, anything else other in relation therefor including the offeting of any advice or 10.1
 Teaujment' means all Equipment including any accessories supplied on hire by the Supplier to the Client (and where the context so permits shall include any supply of Services). The Equipment's means all to as described on the involces, guidation, authority to hire, or any other with an operator, who shall at all times remain an employee or representative of the Supplier with an operator, who shall at all times remain an employee or representative of the Supplier and the Client in accordance with clause 5.1 below.
- 1.4
- 1.5
- 1.6 1.7
- Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods. **2**. 2.1
- 2.2
- 9 Goods.
 9 Goods.
 and conditions may only be amended with the consent of both parties in writing d shall prevail to the extent of any inconsistency with any other document or agreement tween the Client and the Supplier.
 the gving of an estimate for the supply of Goods involves the Supplier estimating assuments and quantities, it shall be the responsibility of the Client to verify the accuracy the Supplier's estimates. lf the given 2.3 10.4
- Should the Client shall caucal measurements and quantities, before the Client places and oble Should the Client require any changes to the Supplier's estimated measurements and quantities, the Client shall caucal such changes in writing, in the case of an estimate before placing an order based on that estimate. 2.4 10.6
- Electronic Transactions Act 2002 Electronic signatures shall be deemed to be coepted by either party providing that the parties have compiled with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act. 3. 3.1
- provisions of title rest or any regressions. The Change in Control Change in Control The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax 11.2 as a result of the Client's failure to comply with this clause. 11.3 **4**. 4.1
- 5. 5.1
- 5.2
- Inducting of ubsites practule), the User shall be late to any ides included by the Supplier
 a result of Leiner's failure to comply with this clause.
 Charges and Payment
 11.3
 Atthe Supplier's Charges at the date of delivery of the Supplier to the Client in respect of Services
 performed or Goods/Equipment supplier, or the Services according to the Supplier's
 (1) the Supplier's Charges at the date of delivery of the Services according to the Supplier's
 (2) the Supplier's Charges at the date of delivery of the Services according to the Supplier's
 (2) the Supplier's Charges (subject to Clause 5.2). No allowances shall be made
 for site properation unless specified in the estimate. The final Charges can only be
 ascertained upon completion of the Services. Variances in the estimated Charges is
 and to change the Charges. Variances in the estimated Charges is
 (3) if a variation to the Goods/Equipment which are to be provided is requested; or
 (9) where additional Services are required due to the discovery of hidden or unidentifiable
 difficulties (including, but not limited to, poor weather conditions, limitations to accessing
 the site (including, but not limited to, poor weather conditions, limitations to accessing
 the site (including) but not limited to, poor weather conditions, limitations to accessing
 the site (including) but not limited to, poor weather conditions, limitations to accessing
 the supplier scored.
 (1) in the event to increase to the Supplier in the Social completed,
 etc.) which are only discovered on commencement of the Services, or
 (1) in the event to respond to respond to any variation submitted by the Supplier within ten
 Supplier's control.
 The Client's stall be required to respond to any variation submitted by the Supplier within ten
 Supplier's control.
- 5.3
- 5.4

- 5.6 5.7 58
- etc., mixut are uny discovered on commencement of the Services; or 1
 in the event of increases the Supplier in the cost of labour, etc., which are beyond the Supplier's control.
 The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Charges. Payment for all variations must be made in full at the most their completion. At the Supplier's sole discretion, a deposit may be required.
 Time for payment for the CoadSe Quipment being of the essence, the Charges will be payable by the Client on the date's determined by the Supplier, which may be: (a) on delivery of the GoodSeQuipment being of the essence, the Charges will be payable by the Client on the date's determined by the Supplier, which may be: (a) on delivery of the GoodSeQuipment being of the essence, the Charges will be payable by the Client on the date's determined by the Supplier, which may be: (a) on delivery of the GoodSeQuipment being of the essence, the Charges will be payable of the supplier's payment in approved Clients, due twenty (20) days following the end of the month in which 14.
 (a) the date specified on any invoice or other form as being the date for payment; cr (4).
 (b) by way of instalments/progress payments in deter which is seven (7) days following the date of any invoice beer due to the Charges, deet not cloent by the Suppler.
 Payment may be made by cheque, bank cheque, electronicon-line banking.
 The Client shall not be entited best of gaanist.
 15. The Client ball not be entited the or any envice beer average of that invoice is in disquite.
 Unless otherwise stated the Charges does not include GST. In addition, the Charges, the and on the same bash as the Client pays the Charges does not include GST. In addition, the Client must pay GST, which ut deduction the the same thas an

- 6.1
- 6.3
- and dules that may be applicable in addition to the Charges except where they are expressly included in the Charges. Delivery of Goods/Equipment At the Supplier's sole discretion the cost of delivery is included in the Charges. Delivery ('Delivery') of the Goods/Equipment is taken to occur at the time that. (a) the Client to the Client's nominated carrier takes possession of the Goods/Equipment at the Supplier's address even if the Client is not present at the address. The Client shall take delivery of the Good server the Client is not present at the address. The Client shall take delivery of the Good server the server takes and the good server takes and the server takes and takes and takes and the server takes and takes and the provided that: (a) such discrepancy in quantity shall not exceed the server takes and takes and takes and the provided that: (b) the Supplier and take delivery of the Goods tendered nowthistanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed the discrepancy. The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be inviced and paid in accordance with the provisions in these terms and conditions: are tendered to delivery. The Supplier will not be liable for any toss or damage incurred by are tendered to delivery. The Client is and take delivery being take. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage. Access 6.4 6.5
- 7. 7.1
- 7.2
- reasonable tee for rederivery arrow surveys. Access The Client shall ensure that the Supplier has clear and free access to the delivery site to enable them to undertake the Goods. The Supplier shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areasi unless due to the negligence of the Supplier. It is the responsibility of the Client to ensure that access is suitable to accept the weight of laden trucks as may be deemed necessary by the Supplier The Client agrees to indemnify the Supplier against all costs incurred by the Supplier in recovering such vehicles in the event they become bogged or otherwise immovable.
- Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. **8.** 8.1
- 8.2
- First of barried to or hose of the Goods passes to the client on Derivery and the Client must be Goods on or before Delivery.
 If any of the Goods are dranaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the 17.2 Good Single Table and Conditions by the Supplier is sufficient the text of care of the section of t 8.3
- The Client services are services and the Client services and the Client services are services and the Client services are services and the Client services are services and the Client services are services and the Services and the Services are services and the Services and Services are services and the Services and Services and Services are serviced by the Services and Services are serviced by the Services are serviced by the Services and Services are services and services are services and services are services are services and services are serv 8.4 **18.** 18.1 8.5
- order to minimise such vanations but shall not be liable in any way whatsoever where such variables occurs memoration, information, assistance or service provided by the Supplier in relation to Goods provided is given in good faith, is based on Supplier own knowledge and experience and shall be accepted without liability on the part of the Supplier and its hall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods.
- le Supplier and the Client agree that ownership of the Goods shall not pass until: the Client has paid the Supplier all amounts owing to the Supplier, and the Client has net all of its other obligations to the Supplier. cept by the Suppler of any form of payment other than cash shall not be deemed to be yment until that from of payment has been honoured, cleared or recognised. is further agreed that until ownership of the Goods passes to the Client in accordance with use 9 1: 9. 9.1
- 9.2
- paymen It is furt 93 9.1. The Client is only a ballee of the Goods and must return the Goods to the Supplier on 19.1 sourcest (a
 - (b)
 - request. the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyer, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods them the Client must hold the proceeds to any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on (c)
 - demana.
 (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of

- the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs. the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods. The Supplier may recover possession of any Goods in transit whether or not delivery has occurred. the Client 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 the Supplier.
- (f) (g)
- Supplier, we have a set of the second second
- onal Property Securities Act 1999 ("PPSA") assenting to these terms and conditions in writing the Client acknowledges and agrees
- these terms and conditions constitute a security agreement for the purposes of the 20.1 PPSA; and a security interaction to the terms of the 20.1
- (b)
- these terms and conditions constitute a security agreement for the purposes of the 20.1 PFSA; and a security interest is taken in all Goods and/or collateral (account) being a monetary obligation of the Client to the Supplier for Services that have previously been supplied and that will be supplied in the future by the Supplier to the Client . (Client undertakes to a mean and on provide any further information (such information to be signify further client and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement on the Personal 20.2 Property Securities Register. Informity, and upon demand reimburse, the Supplier for all expenses incurred in <u>21.</u> not register or releasing val Goods and/co collect thereby. not register or releasing val Goods and/co collect thereby. Interdation to the Goods and/co collect and change in its business practices of selling <u>21.2</u> the Goods which would result in a change in the nature of proceeds derived from such Supplier, and 13. (the DeSa, and 13.0 (the DESA, and
- (b) (c)
- (d)
- sales. The Supplier and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA $_{21.3}$ shall apply to these terms and conditions. The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA unless otherwise agreed to in writing by the Supplier, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA the Client shall unconditionally ratify any actions taken by the Supplier under clauses 10.1 to $^{21.4}$

- Security and Charge In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its in consideration of the Supplier agreening to supply the Goods, the Cleff charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by 21.5 the Client either and conditions (including, but not limited to, the
- the Client of its obligations Under tirese tires and consistency (instanting, our names) of the payment of any money). The Client indemnifies the Supplier's costs and discounter is not under the Supplier from and against all the Supplier's costs and obligations and its indemnifies the Supplier's costs and the Client intervocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney's to perform all necessary acts to give effect to the provision this 21.7 clause 11 including, but not limited to, signing any document on the Client's behalf.
- Client's Disclared The Client hereby disclaims any right to rescind, or cancel any contract with the Supplier or to sue for damages or to claim restitution arising out of any inadvertent mixrepresentation made 22 to the Client by the Supplier and the Client acknowledges that the Goods are bought relying 22.1 solely upon the Client's skill and judgment.
- Defects The Client shall inspect the Goods on delivery and shall within two (2) days of delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Supplier an opportunity to inspect the Goods within a reasonable line following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these goods, which the Supplier has agreed in writing that the Client is entitled to reject, the Goods, which the Supplier has agreed in writing that the Client is entitled to reject. The Goods of the Goods of the Client fail of the Goods of 22.2
- repairing the Goods. Goods will not be accepted for return other than in accordance with 13.1 above, and provided
- the Supplier has agreed in writing to accept the return of the Goods; and the Goods are returned at the Client's cost within seven (7) days of the delivery date; and the Supplier will not be liable for Goods which have not been stored or used in a proper manner; and
- ¹ manner; and (g) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the currumstances. The Supplier will not accept the return of Goods for credit. (d)
- Consumer Guarantees Act 1993

If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Supplier to the Client.

22.3

a hird party against the Supplier in respect of any such infingement. The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.

has created for the Clent. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, unit the date of payment, at a rate of two and a half percent (25%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any updgment. If the Client overs the Supplier any money the Client shall indermity the Supplier from and against al costs and disburgements incurred by the Supplier incovering the detk (including but not limited to internal administration fees, legal costs on a solicitor and own client basis. Further to any other rights or remedies the Supplier may have under this contract, if a Client shall be liable for the amount of the reversed transaction is subsequently reversed, the Client shall be liable for the supplier under this clause 16 where it can be proven that such reversal is found to be lilegal, tradudient or in contravention to the Client's obligations under this agreement.

Italia to be image, insolutini to in constraints in the carter because the term Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts 22.4 owing to the Supplier shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Supplier's conservency or in the Supplier's option the Client will be unable to make a payment when it fails due; (b) the Client has exceeded any applicable credit limit provided by the Supplier; (c) the Client 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; or (d) a newwere manaer. limit/attor (provisional or otherwise) or similar person is appointed in

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16.2

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16.4

17. 17.1

18.2

respect of the Client or any asset of the Client. **Cancellation** Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier may any cancel any contract to which these terms and conditions apply or cancel 22.5 Client. On giving such notes the Supplier shall not be liable for any loss or damage the data delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notes the Supplier shall not be liable for any loss or damage whatsover In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not ble accepted once production has commenced, or an order has been placed.

vill definitely not be accepted once production has commenced, or an order has been placed

- will definitely not be accepted once production has commenced, or an order has been placed.
 Privacy Act 1933
 The Clent authorises the Supplier or the Supplier's agent to:

 (a) access, colled, retain and use any information about the Clent;
 (i) (including any overdue finey findomation about the Clent;
 (ii) (including any overdue finey findomation about the Clent;
 (iii) or the purpose of markeling products and services to the Client.
 (ii) for busined by the Supplier for any other source, lo any other credit provider or any credit reporting agency for the purpose of providing or obtained by the Supplier from any other source, lo any other credit provider or any credit reporting agency for the purpose of providing or obtaining a credit reference, debt collection or notifying adeault by the Client.

 Where the Client is an individual the authorities under clues 18.1 are authorities or consents to the purpose of the right to request the Supplier to correct any incorrect information about the right to request the Supplier to correct any incorrect information about the Client televice.
- 18.3

 - Intelligit advaluate Great marked by two opposed. Siturcian Contracts Act 2002 Client hereby expressly acknowledges that: the Supplier has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment dam is served on the Client, and of the planet marked by the Client of the Client, and no payment schedule 23.1 (i) me payment is not paid in full by the due date for payment and no payment schedule has been given by the Client, or
 (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment.
 (iii) the Client has not complet with an adjudicator's notice that the Client must pay an amount to the Supplier by a particular date; and
 (iv) the Supplier has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
 (b) if the Supplier suspends work, it:
 - 23.2
- Please note that a larger print version of these terms and conditions is available from the Supplier on request.

- - (i) is not in breach of contract, and (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client of by any person claiming through the Client; and (iii) is entitled to an extension of time to complete the contract; and (iv) keeps its notify the contract including the right to ferminate the contract; and may at any time. If the suspension, even if the amount has not been paid or an if the Suppler excises the right to suspend work, the exercise of that right does not. (i) affect any rights that would otherwise have been available to the Supplier under the Contractual Remedies Act 1979; or (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of the Supplier suspending work under this provision.

vice of Notices

Equipment Hire

(i) (i) (ii)

(ii)

(b)

(c)

(c)

(d)

(b)

The Client shall: (i) be responsible for

(a)

Service of Notices Any written notice given under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving if at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (c) first hy facsimile transmission to the fax number of the other party as stated in this contract; (farm), on receipt or confirmation of the transmission; (e) if sent by remail to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered. General

General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, ligeal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the New Plymouth Courts of New

Allows of New Zealand and are subject to the jurisdiction of the New Prynoun course or new Zealand. The Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of hese terms and conditions (alternatively the Supplier) slability shall be limited to damages which under no circumstances shall exceed the Charges of the consequences.

shall be limited to daimages which under no circumstance's shall excéed the Charges of the Goods). Neither party to this contract may assign this contract, any payment or any other right, benefit or interest under this contract whould the written consent of the other party (which shall not be urreasonably withheld). The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liabitity or obligation under this contract by so doing, under the substantiation of any of the Supplier any liabitity or obligation under this contract by so doing, instruction to any of the Supplier's sub-contractors without the authority of the Supplier. The Client agrees that the Supplier may amend these terms and conditions by notifying the Client in writing. These charges shall be deemed to take effect from the date on which the subsch charges or otherwise at such thime as the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

party. Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.

<u>Period</u> The Hire Period shall commence, and Charges shall be paid by the Client to the Supplier, from the time the Equipment departs from the Supplier's premises and will continue until (whichever last occurs):

ichever last occuris): the expiry of the Minimum Hire Period; or the return of the Equipment to the Supplier's premises in good operating condition reasonable wear and tear excepted.

the subject of compulsiony tilling party injury insurance on ventoe regional of an Supplier; a policy of employer's indemnity insurance and works compensation insurance in respect of all employees of the Client in respect of damage or loss caused by the

(ii) a policy of employer's indemntly insurance and works compensation insurance in respect of all employees of the Client in respect of all senges of back client in respect of all senges of the Client in respect of all senges of the sense of the sense of the sense of the policy and product defect liability, and any other such insurance in support of the indemntities contract, and must in respect of any policy of the insurance, deliver to the Supplier a copy of the policy and promptly pay all poly of the sense of the policy. The policy of the policy of the sense of the policy of the policy. Without limiting the generality of sub-clause 22.2(a)(iii), and if the Supplier requests, the Equipment in restoring or replacing the Equipment in its condition prior to the Equipment in the client will make good the decicency at their own cost.

is insufficient, the Client will make good the deficiency at their own cost. The Equipment is and will at all times remain the absolute property of the Supplier, and: (i) nothing contained in this contract renders on the Client any right or property or right of the Equipment other than as a timer, (ii) the Client must return the equipment other Supplier upon request to do so. The Chient must return the equipment other any right or property or cover; or otherwise disk part with possession of, grant any lien, license of other encumbrance over; or otherwise disk part with possession of, grant any lien, license of other encumbrance over; or otherwise disk part with possession of, grant any lien, license of other encumbrance over; or otherwise disk part with possion of the Equipment the Equipment free Equipment free from any distress, execution or other legal process. The Suppler may take possession of the Equipment with no without, notice to the Client, and the Client must (at the Client's expense) immediately on demand, deliver up the Equipment free for any other supplier to be coccipied or control of other legal process. The Suppler may take possession of the Equipment with the directical of the Client requirement and the client is any lither of the Client with the directical of the Client requirement in the equipment from any part of the promises to which they may be affect, and repossess the Equipment, and for suppler to be coccipied or control by may be part of the promises to which they may be affect, and repossess the Equipment, and for suppler to be coccipied or control by may be proved by the client and reposses the Equipment from any part of the promises to which they may be affect, and

repossess the Equipment, and for such purposes break open any gate or lo dismantle the Equipment from any part of the premises to which they may be affixe the Client indemnifies the Supplier in respect of any loss arising from any act done or by virtue of this clause.

or by virtue of this clause. Arr be Cirent shall assume all risks and liabilities for and in respect of the Equipment and for injuries to or death of persons and damage to property, howsever arising from the possession, use, maintenance, repair or storage of the Equipment. The Client shall be solely responsible for any loss or damage to the Equipment, Inducing the solely responsible for any loss or damage to the Equipment, The Client shall be solely responsible for any loss or damage to the Equipment. The Client has statisticel themselves as to the condition and suitability of the Equipment, this statisticel themselves as to the condition and suitability of the Equipment, and inthesis the Client approxem. The Client acknowledges and agrees that: Of the Client acknowledges and agrees that: Unless otherwise agreed to in writing between the parties, the Supplier shall not be deemed the principal contractor and shall not be obligated to maintain any contract works but not limited to, compliancy under any relevant legislation or policy, etc.). (*Hire* Notwittslanding that the operator of the Equipment is analy occur representative of the Supplier (*Personnel*), the Personnel shall operate the Equipment in accordingly. The Client shall. (b) be responsible for:

It shall spectrum the Supplier has clear and free access and egress to the nominated spectrum the Supplier has clear and free access and egress to the nominated site (induding all necessary arrangements where any access is required through private property, and that a maximum clearance of three and a half metres (3.5m) is allowed in respect of overhead obstacles, tress or power lines), and in particular that the ground at the site is firm and stable (with adeguate compaction to support the Equipment under its wheels, tracks or outriggers, including ensuring any footpaths, curbs and channels are suitably planked), and that the site does not have excessive slope. The Supplier believes illungit not to enter the site if the Supplier believes illungite, and resolved, and

(b) ensuing that adequate lighting is provided during the provision of the Services and that the Supplier is notified of the location of any underground services on the site; (c) all damage and/or ski/vage costs involving the Equipment (and said costs shall be in addition to the Charge's should it be necessary for the Equipment to be (in provide dequate security for any Equipment tell at the site security and the site). (ii) provide dequate security for any Equipment tell at the site before the Security for any Equipment tell at the site.) (iii) have a discussive advecting the site security on the Charge's should it be necessary for the Equipment to be (integrate security for any Equipment tell at the site). (iii) have a discussive advecting the site of the site security on the Charge's security on the Charge's security on the Security on the Charge's security on the Security on the Charge's security sec

writing that the supplier arrange such security on the client's benait. Employees of Supplier The Client agrees not to employ, contract, subcontract or utilise in any way an employee or past employee of the Supplier (other than through the Supplier) for a period of no less than twelve (12) months after that employee's last employment with the Supplier. The Client agrees that if aques 22.1 is contravened the Supplier will be able to invoice the Client at its current houtyr rate the hours that the employee has been employed, contracted, subcontracted or utilised in any way by the Client and agrees to pay said invoice in accordance with the standard payment terms contraded in this contract.

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reasonable wear and tear excepted. *Insurance* (a) The Client accepts full responsibility for the safekeeping of the Equipment and must effect insurance (and maintain any such insurance) with an insurer acceptable to the Supplier in the name of the Supplier and the Client for their respective rights and interests whilst the Equipment is at the nominated site, or in transit between the site and the Supplier's premises in respect of the following: (i) the full replacement value of the Equipment against by pudding by theft, fire, accident and such other risks are insured against by pudding the persons engaged in a similar business to that of the Client, excluding liability for claims being the subject of compulsory third party rijury insurance on vehicles registered by the Supplier:

Additional Terms & Conditions Applicable to Equipment Hire Only