1. DEFINITIONS FOR CONDITIONS OF SALE AND HIRE

In these conditions of sale and hire:

a) "Owner" is Westworks Plant Hire.
b) "Customer" refers to the person, firm or corporation purchasing or hiring plant from the owner.
c) "Plant" means all equipment including tools, accessories and parts supplied to the customer.
d) "Environmental Laws" means any stature, policy directions or regulations made or issued by a regulatory body of government body regulating or otherwise relating to the environment including without limitation the use of protection of the environment.

2. TAXES AND DUTIES

Except as otherwise provided by the law all sales, excise and similar taxes or duties which the owner may be required to pay or collect with respect to the plant or its supply of the customer shall pay by the customer. Where the customer claims exemption for the duty or tax, the customer must furnish appropriate exemption certificates to the owner.

3. TERMS OF PAYMENT

Where the owner is responsible for the delivery of plant, it will not be responsible for the delays in delivery or failure to deliver due to causes beyond its control including but not limited to acts of God, war, mobilisation, civil commotion, riots, embargos, order or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or transportation.
a) Hire is charged for the time the plant is out of possession of the owner at the customers request (inclusive of weekends and public holidays), not only the time during which the plant is used.
b) Payment in full for all hiring charges and any other amounts payable in accordance with these conditions of sale and hire is required 30 days from the date of invoice. The customer cannot make a claim for credit after 14 days from the date of invoice.
c) The owner reserves the right to revise its hire rates and related charges without notice.
d) Hire charges cover only the fee for hiring the plant to the customer. If the customer requires the plant to be delivered, the customer shall pay in addition to the owner all freight and other charges (if applicable) for such services. Any other additional service, including the provision of an operator, shall be paid for by the customer.
e) The owner may charge interest on all amounts not paid by the customer by the due date at the rate per annum equal to 1% plus the Commonwealth bank of Australia's commercial overdraft interest rate on accommodation in excess of $100, 000.00 from and including the due date of the actual receipt of payment.

4. HIRE PERIODS

a) The daily rate is based upon the plant being hired for a maximum hire period of 8 hours. If used in excess 8 hours per day, an additional hiring charge will be applied.
b) The weekly rate is rate based upon the plant being hired for a minimum of 5 days unless otherwise specified.

5. CANCELLATION OF SALES ORDERS

a) Upon placing an order to purchase any plant, the customer must pay the owner a deposit nominated by the owner at the time of sales (the "deposit").
b) The customer will forfeit the deposit if the order is cancelled at any time after 24 hours have passed from the time of making the order. Waiver of this condition is at the absolute discretion of the owner.

6. LATE RETURN OR HIRED PLANT

Hiring shall commence from the time the plant is collected by the customer from the owners premises, until returned to the said premises. In the event of the customer failing to return the plant to the owner's premises until after 8.00pm on the hire, the customer will be charged an additional half hire if the plant is returned before 12 noon, or an additional full day's hire if the plant is returned after 12 noon. Should the owner agree with the customer to deliver and collect the plant, the hire charges shall commence from the time the plant leaves the owner's premises until the owner is notified by the customer that the plant is available for collection, at which time the owner will be given a "TERMINATION" number as verification that such a notification has been received. The notification shall be given by the customer for the plant to be picked up and returned to the owner's premises within the owner's normal business hours on the day of cessation of hire. In the event of insufficient notice being given, the customer will be held responsible for the safekeeping of the plant until collected the following day and may be charged an extra half day at and within the owner's absolute discretion.

7. BREAKDOWN OF HIRE PLANT

In the event of any plant breakdown, the customer is required to notify the owner immediately. If the customer notifies the owner immediately of the breakdown, the owner may determine not to charge hire during the time in which the plant is not working, unless such condition is due to negligence or misuse on the part of or attributed to the customer. Such notification does not absolve the customer from its requirements to safeguard the plant and in the event of a breakdown, the customer shall not repair, or attempt to repair the plant without prior consent from the owner. If the plant breaks down or becomes unsafe, the customer must immediately stop using the plant and must take all necessary steps to prevent injuries to any persons or damage to any property as a result of the condition of the plant. The owner shall not be liable for any expenditure, damages, loss or inconvenience incurred arising out of any breakdown in the plant whether caused by fair wear and tear, lack of repair or negligence on part of the owner or any other reason whatsoever. If an plant breaks down or is damaged due to the customer's negligence or misuse, the owner will continue to charge hire charges until the plant has been repaired or replaced.

8. CUSTOMER'S HIRING OBLIGATIONS

8.1) The customer shall:
a) Prior to the use of the plant determine the condition and suitability of the plant hired for the purpose required.
b) Use the plant in a skillful and proper manner and only for the purpose and within the capacity for which it was designed, acknowledging that the owner can give no warranty as to the said capacity.
c) Ensure that the plant is operated by a suitably certified, trained or licensed operator (whether by the customer at its cost, or the employed and provided by the owner who will work entirely in accordance with the instructions of the customer or his authrorised representative.
d) At its own expense service, clean, fuel, lubricate and maintain the plant in good and substantial repair and condition, except for prearranged major servicing which will be carried out by the owner during normal working hours.
e) Accept full responsibility for all flat and/or damaged tyres (where applicable).
f) Clean the plant thoroughly upon completion of the hire or be charged at the absolute discretion of the owner a cleaning fee at a rate to be nominated by the owner for any cleaning required to be performed by the owner or its representative.
g) Accept full responsibility for the safe keeping and insuring of the plant and except as specified hereafter, indemnify the owner for all loss, theft of the plant however caused and without limiting the generality of foregoing whether or not such loss, theft or damage is attributed to any negligence, failure or omission of the customer.
h) Accept full responsibility for, and indemnify the owner against all claims in respect of any injury to persons, or loss or damage to property arising out of the delivery, servicing, storage, possession or use of the responsibility for and indemnify the owner against all claims in respect of any injury to persons, loss or damage to property arising out of the delivery, servicing, storage, possession or use of the plant during the hire period however arising, whether from negligence of the customer or owner or otherwise and without limiting the generality of the foregoing whether or not the plant was being operated by a servant of the owner of any other person for whose acts the owner might be or is to be responsible in connection with the operation of the plant.
i) Not to be entitled to claim any lien over the plant nor sell, transfer, mortgage, charge or encumber in any way the plant nor, without the owner's prior written consent, part with possession of the plant nor assign the benefit of the hire agreement.
j) Not be entitled to remove the plant or allow it to be removed from the state or site if applicable from which it was hired without the owner's written permission.
k) Not alter, make any addition to deface or erase any identifying mark, plate or number on or in the plant or any other manner interfere with the plant.
l) Pay to the owner all the hire and related charges and other costs as stipulated in accordance with this agreement.
m) Ensure that all safety information supplied with the plant will be conveyed to any person using the plant.
n) Attach to the plant and maintain safety signs supplied with the plant and bring them to the attention of any person using the plant, and ensure that they are clearly legible by the operator of the plant.
o) Ensure that all safety and operating instruction and notices are observed and not defaced or removed from the plant.
p) Ensure that all operators of the plant wear suitable clothing and any protective equipment required or recommended by the manufacturer's safety and operating instructions, or as recommended by the owner.
q) Comply with all the environmental laws from time to time and immediately rectify any breach of an environmental law caused by the use of the plant. The customer indemnifies and agrees to keep the owner indemnified against any loss, cost, damage or expense incurred or which may be incurred by the owner arising from the use of the plant under this contract.
r) The terms and conditions of this hire stipulate that the customer is responsible for all equipment whilst on hire. The means that the customer is liable for all costs that are incurred as a result of theft, loss or damage to equipment.
s) All persons operating the plant must hold a NSW Workcover (or equivalent certificate of competency) license for such a class of equipment and confirm this is to be the case by signing the agreement,
t) In the event of loss of service books, instructions, safety equipment and operation manuals attached, the owner reserves the right to recover their replacement cost at termination of the agreement.
u) The customer will ensure that all operators are ticketed, competent and authorised to operate the plant in accordance with the current and proposed OH&S regulation.
8.2) The owner may inspect the plant from time to time during the hire period and the customer shall permit or procure admission for the representatives of the owner to the premises upon which the plant is situated for that purpose.
a) The customer warrants to the owner that the plant shall only be operated by a person with a suitable license and certificates of competency.
b) The customer shall ensure and warrants to the owner and operator of the plant is of relevant applicable age, had not been convicted of any offence relating to the operation of equipment under the influence of drugs or with more than the legally prescribed level of alcohol content and has not been refused insurance in these matters.
c) The customer shall pay all fines, penalties and other charges arising out of the use of the plant and must reimburse the owner if the owner has made such payment. The customer must return all plant with a full tank of petrol or pay the owner the cost of filling the tank.
d) The customer will at the time of hire provide details of the operator's name and license number which will be used in the event of any traffic infringement notices received.

9. TERMINATION OF USE

9.1) Without prejudice to any other remedies available to the owner and notwithstanding any period of hire specified, the owner may terminate this term agreement:
At any time by giving to the customer 24 hours notice of its intention to so terminate to be effective as of the expiry of 24 hours or as agreed under the hire contract.
a) Without notice, if the customer shall commit any breach of the hire agreement, or do or permit to be done any act or thing whereby the owner's rights in or to the plant may be prejudiced, or have a winding up petition presented against it or be wound up, or go into involuntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefits of its creditors or if its business is placed under official management or it ceases to carry on business.
9.2) Upon termination of this hire agreement the owner shall be entitled to take possession of the plant and for this purpose the customer irrevocably appoints the owner as its agent and authorises the owner to enter on any land or premise owned by or under the control of the customer upon which the plant is then situated and agrees to indemnify the owner in respect of any claims, damages and expenses arising out of any action taken under this condition.

10. THE CUSTOMER IS RESPONSIBLE FOR THE THEFT, LOSS AND DAMAGE TO PLANT AND/OR ITS ATTACHED TOOLS AND ACCESSORIES WHILST ON HIRE AND THE COSTS OF THE REPLACEMENT OR REPAIRS TO SUCH WILL BE CHARGED TO THE CUSTOMER:

a) Damage due to the misuse, abuse or overloading of the plant or any components thereof:
b) Wrongful conversation of the plant or any components thereof;
c) Loss of damage in contravention of the conditions of this hire agreement;
d) Loss or damage from use in violation of any statutory laws and regulations;
e) Loss or damage of tools, accessories, grease guns, hoses and other similar accessories;
f) Damage caused to the tyres and tubes by blowout, bruises, cuts or other causes inherent in the use of the plant;
g) Glass breakage;
h) Loss or damage relating to lack of lubrication or other normal servicing of the plant;
i) Loss or damage to the plant whilst located, used, loaded, transported on our over water, wharves, bridges or vessels of any kinds;
j) Loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under rated or excessive length of extension loads on electrical powered tools and machines;
k) Damage caused by exposure to any corrosive substance e.g... Caustic, cyanide, salt water and acid etc;
l) Theft of the plant unless reasonably locked and secured;
m) Loss or damage during transport, except where transported by the owner;
n) Loss or damage to items other than those stipulated;
o) Loss or damage caused by negligence of the customer;

11. EXCLUSION OF CONDITIONS AND WARRANTIES

To the full extent permitted by the law, the owner excludes all implied terms and conditions and warranties including, without limitation, terms, conditions and warranties implied by the Commonwealth or State legislation.

12. EXCLUSION OF LIABILITY

The owner and the customer agree that in the event of the customer suffering any loss, damage or claim howsoever arising as a result of hiring or purchasing the plant, including without limitation in respect of delay or inconvenience arising out of any breakdown, failure or deflect in the plant, the liability of the owner is limited to the repair or replacement of the plant and is not to include economic or consequential damages of any nature whatsoever.

13. MISCELLANEOUS

a) The person signing the document for and on behalf of the customer hereby covenants with the owner that he or she has the authority of the customer to make this agreement on the customers behalf and is empowered by the customer to bind to this agreement and hereby indemnifies the owner against all losses and costs incurred by the owner arising out of the person so signing this agreement not in fact having such power and/or authority.
b) Termination of the hire period shall not affect any of the conditions that are expressed or implied to operate of have effect after the termination.
c) If any of the conditions of sale and hire are found to be void, voidable or unenforceable the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

CUSTOMER SIGNATURE: .....