

ALTRAX PTY LTD MASTER HIRE AGREEMENT & DAMAGE WAIVER***Terms and Conditions of Trade & Hire*****1. Definitions**

- 1.1** In this Agreement unless the context requires otherwise: ACL means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth); Agreement means these Master Hire Agreement terms, each Quote, Hire Schedule, delivery docket, invoice, credit application and any written variation accepted by Altrax; Altrax means Altrax Pty Ltd and its successors and assigns; Charges means all hire charges, transport charges, cleaning charges, fuel charges, labour charges, damage waiver charges, repair charges, replacement costs, interest, enforcement costs and any other amounts payable by the Customer; Customer means the person, company, partnership, trustee, government body or other entity requesting or receiving Equipment or Services from Altrax; Damage Waiver means the contractual limitation arrangement described in the Altrax Damage Waiver Schedule; Dry Hire means hire of Equipment without an Altrax operator; Equipment means all plant, equipment, machinery, conveyors, conveyor accessories, beam lifts, attachments, components, wear items, electrical leads, controls, guards, parts, tools, accessories and other items supplied by Altrax whether on hire, loan or as part of a Service; Hire Period means the period starting when the Equipment leaves Altrax premises or is made available to the Customer and ending when the Equipment is returned to and accepted by Altrax in clean, complete and hireable condition; Hire Schedule means any quotation, booking, hire contract, invoice, delivery docket, authority to hire or other document identifying the Equipment, Site, Charges or Hire Period; PPSA means the Personal Property Securities Act 2009 (Cth); Site means the location where the Equipment is delivered, installed, used, stored or collected; Services means any transport, installation, dismantling, inspection, maintenance, repair, wet hire, labour or other service supplied by Altrax; Wet Hire means hire of Equipment with an operator or labour supplied by Altrax.
- 1.2** References to legislation include replacement or amended legislation. The singular includes the plural and vice versa. A reference to a party includes its officers, employees, contractors, agents, successors and permitted assigns. Including and similar expressions are not words of limitation.
- 1.3** If there is inconsistency between these terms and a Hire Schedule, the Hire Schedule prevails only to the extent of the inconsistency and only for that hire. No Customer terms, purchase order terms, portal terms or other conditions apply unless expressly accepted in writing by an authorised officer of Altrax.

2. Acceptance and Application

- 2.1** The Customer is taken to have read, understood and accepted this Agreement if the Customer signs a credit application or hire document, accepts a quotation, issues a purchase order, requests delivery, takes delivery, uses Equipment, pays an invoice or otherwise proceeds with a hire or purchase from Altrax.
- 2.2** This Agreement applies to the exclusion of all other terms and conditions unless Altrax agrees otherwise in writing before the hire starts. A purchase order number is for the Customer's administrative convenience only and is not a condition of payment.
- 2.3** Where more than one person comprises the Customer, each is jointly and severally liable. Where the Customer acts as trustee, the Customer enters this Agreement personally and in its trustee capacity and warrants that it has a full right of indemnity from the trust assets.
- 2.4** Electronic signatures, email acceptances and electronic workflow approvals are binding to the extent permitted by applicable electronic transactions legislation.

3. Authorised Representatives

- 3.1** Any person introduced by the Customer to Altrax as having authority to order Equipment, sign hire documents, receive Equipment, direct Altrax staff, request off-hire, approve variations or deal with a Site is deemed to have full authority to bind the Customer until Altrax receives written notice withdrawing or limiting that authority.
- 3.2** The Customer is liable for all Charges, variations, Site costs and losses arising from instructions or conduct of its directors, officers, employees, contractors, site managers, supervisors, agents and authorised representatives.
- 3.3** Altrax may rely on instructions from an authorised representative without verifying internal Customer approvals.

4. Quotations, Orders and Variations

- 4.1** A quotation is an invitation to hire or purchase and does not bind Altrax until Altrax accepts the Customer's order and confirms availability. Unless a quotation states otherwise, it is valid for 14 days and is subject to Equipment availability at the time of booking.
- 4.2** Altrax may vary Charges where there is a change in hire duration, Site conditions, access, transport requirements, labour requirements, market cost, third party hire-in cost, statutory charge or Customer instruction. Variations may be invoiced separately and are payable as part of the Charges.
- 4.3** Altrax may substitute equivalent or substantially similar Equipment where the quoted Equipment is unavailable, provided the substituted Equipment is reasonably suitable for the stated purpose.
- 4.4** The Customer must ensure all dimensions, site access details, lift requirements, power requirements, usage assumptions, conveyor lengths, loading points, discharge points and material characteristics given to Altrax are complete and accurate. Altrax is not liable for loss caused by Customer error or incomplete Site information.

5. Credit Accounts and Payment

- 5.1** Hire on credit is subject to Altrax approving a credit application and setting a credit limit. Altrax may refuse delivery, suspend hire, require payment on delivery or require security if the requested hire exceeds the credit limit or if the account is overdue.
- 5.2** Unless Altrax agrees otherwise in writing, invoices are payable by the due date stated on the invoice or, if no date is stated, within 30 days from the end of the month of invoice. Time for payment is of the essence.
- 5.3** The Customer must pay all Charges without set-off, deduction or withholding, including where part of an invoice is disputed. The undisputed and disputed amounts remain payable pending investigation unless Altrax agrees otherwise in writing.
- 5.4** Interest on overdue amounts accrues daily from the due date until payment at 2.5% per calendar month, compounding monthly, or the maximum rate permitted by law if lower.
- 5.5** The Customer indemnifies Altrax for all costs of recovering overdue amounts, including internal administration costs, mercantile agent costs, legal costs on an indemnity basis, bank dishonour fees, storage, repossession and enforcement costs.
- 5.6** Altrax may allocate payments in any manner it considers appropriate, including to preserve the maximum value of any security interest, to interest and costs before principal, or to the oldest debt first.
- 5.7** If the Customer provides credit card or account details, the Customer irrevocably authorises Altrax to debit all amounts payable under this Agreement, including additional Charges identified after return of Equipment.

6. GST and Taxes

- 6.1** Unless expressly stated otherwise, all Charges are exclusive of GST. The Customer must pay GST and any other applicable tax, duty, levy or government charge in addition to the Charges at the same time and on the same basis as the underlying amount.
- 6.2** Altrax will issue a tax invoice where required by law. The Customer must not withhold payment because of a purchase order, internal approval process or invoice coding issue.

7. Delivery, Collection and Site Access

- 7.1** Delivery occurs when the Customer or its carrier takes possession of Equipment at Altrax premises, or when Altrax or its carrier delivers the Equipment to the Site, whether or not the Customer is present.
- 7.2** The Customer must provide safe, clear, level and lawful access for delivery, installation, inspection, servicing, dismantling and collection. Altrax may charge additional fees for waiting time, failed delivery, redelivery, traffic management, access equipment, after-hours work, induction delay, Site constraints or other matters outside Altrax control.
- 7.3** Transport, freight, mobilisation, demobilisation, installation and dismantling charges are payable by the Customer unless expressly included in the quoted hire rate.
- 7.4** If the Customer requests delivery to an unattended location, or asks Altrax to leave Equipment outside Altrax premises for collection, the Equipment is left at the Customer's sole risk.
- 7.5** The Customer is responsible for all permits, approvals, road closures, site inductions, traffic management, power availability and ground conditions required for safe delivery and use.

8. Hire Period and Minimum Hire

- 8.1** The Hire Period starts when the Equipment leaves Altrax premises or is otherwise made available to the Customer and continues until the later of: return to Altrax premises; physical collection by Altrax; expiry of the minimum hire period; and Altrax acceptance that the Equipment is clean, complete and hireable.
- 8.2** Hire Charges are calculated by time in the Customer's possession or control, not by actual use. Unless stated otherwise, one week is five consecutive days and may include weekends and public holidays for charging purposes.
- 8.3** A day of hire is charged for any day, or part of a day, during which the Equipment is on hire. Excess use charges may apply where Equipment is used beyond the ordinary hours, duty cycle, operating capacity or utilisation basis stated in the Hire Schedule.
- 8.4** No allowance is made for idle time, weather, industrial action, Site delay, lack of operator, lack of power, access restriction or project delay unless Altrax agrees in writing.

9. Off-Hire, Return and Late Return

- 9.1** The Customer must notify Altrax when Equipment is ready for off-hire and must obtain written confirmation or an off-hire reference if Altrax requires one. An off-hire request does not end the Hire Period unless and until the Equipment is available for collection in accordance with this Agreement.
- 9.2** Equipment must be returned during Altrax business hours by the agreed return date, complete with all parts and accessories, clean, free of waste and contaminants, refuelled where applicable and in the same condition as delivered, fair wear and tear excepted.

9.3 If Equipment is not returned by the due date, is not accessible for collection, is returned incomplete or is returned damaged or unclear, hire Charges and all related Charges continue until the Equipment is accepted by Altrax as returned.

9.4 The Customer must keep Equipment safe and secure until Altrax physically collects it. The Customer remains responsible for risk, loss, theft and damage after an off-hire request and before physical collection by Altrax or its carrier.

10. Stand Down

10.1 Altrax may, in its sole discretion, agree to a stand down rate for particular Equipment due to breakdown, inclement weather, public holiday or other circumstances agreed in writing.

10.2 A stand down must be requested before 9.00am on the day for which stand down is requested and cannot be applied retrospectively unless Altrax agrees in writing. No stand down applies to fixed rate hire, minimum hire periods, hire-to-own arrangements, third party hire-in Equipment or any Equipment used during the stand down period.

10.3 The Customer remains responsible for custody, security, risk, loss, theft and damage during any stand down.

11. Altrax Commitments

11.1 Altrax will provide Equipment in good working order, subject to fair wear and tear and ordinary limitations of hired plant.

11.2 Altrax will allow the Customer to use the Equipment during the Hire Period in accordance with this Agreement.

11.3 Altrax will undertake preventative maintenance that Altrax considers necessary having regard to manufacturer recommendations, Equipment type, utilisation and Site location.

11.4 Altrax does not warrant that the Equipment will be uninterrupted, available for a particular project date, fit for a purpose not expressly disclosed and accepted in writing, or capable of achieving a particular production rate, throughput or commercial outcome.

12. Customer Obligations

12.1 The Customer must ensure that all persons who receive, operate, move, install, dismantle, supervise or use the Equipment are competent, trained, properly licensed, not under the influence of alcohol or drugs and legally permitted to do so.

12.2 The Customer must operate and move the Equipment skilfully, safely, only for its intended purpose, within rated capacity, in accordance with manufacturer instructions, Altrax instructions, Site rules and all applicable laws and Australian work health and safety requirements.

12.3 Before taking possession, the Customer must inspect the Equipment and satisfy itself that the Equipment is suitable for the Customer's purpose and Site conditions. Continued use after delivery is deemed acceptance that the Equipment was delivered in good order, except for defects promptly notified in writing.

12.4 The Customer must not alter, modify, repair, deface, add to, remove identification from, create a lien over, pledge, sell, sub-hire, part with possession of, move interstate or use the Equipment outside the Site without Altrax prior written consent.

12.5 The Customer must store Equipment safely, securely, locked where possible and protected from weather, theft, vandalism, impact, water, corrosive substances and unauthorised use.

12.6 The Customer must give Altrax access to the Equipment and Site at any reasonable time, including without prior notice where Altrax reasonably considers inspection, maintenance, repair, risk assessment, recovery or repossession necessary.

12.7 The Customer must immediately stop using Equipment and notify Altrax if Equipment becomes unsafe, damaged, defective, unstable, electrically unsafe, misaligned, overloaded, contaminated, involved in an accident, lost or stolen.

13. Conveyor, Beam Lift and Site Integration Requirements

13.1 For conveyors, conveyor accessories, beam lifts and material handling Equipment, the Customer is responsible for ensuring that the Site layout, ground support, loading and discharge points, guarding, exclusion zones, electrical supply, emergency stop access, dust controls and interface with other plant are safe and suitable.

13.2 The Customer must not overload conveyors or beam lifts, exceed rated load capacities, allow bridging or jamming to continue, run Equipment with damaged belts, guards, rollers, leads or controls, or use Equipment to move materials for which it was not designed.

13.3 The Customer is responsible for maintaining clean access around Equipment, preventing material build-up, ensuring emergency stops and isolators remain accessible, and preventing unauthorised persons from entering operating zones.

13.4 Unless Altrax expressly agrees in writing to design or certify an installation, Altrax does not accept responsibility for the engineering design of the Customer's process, temporary works, structural supports, electrical supply or Site integration.

14. Risk and Insurance

14.1 Risk in the Equipment passes to the Customer on Delivery and remains with the Customer until the Equipment is physically returned to and accepted by Altrax.

14.2 The Customer accepts full responsibility for the safekeeping of the Equipment and indemnifies Altrax for loss, theft, damage, destruction, seizure, impoundment, contamination or reduction in value of the Equipment during the Hire Period, except to the extent caused by Altrax negligence.

14.3 The Customer must maintain adequate insurance for hired-in plant and equipment, public liability, contract works where applicable, motor vehicle where applicable and any other insurance reasonably required by Altrax. The policy must cover the replacement value of the Equipment and note Altrax as owner or interested party if required by Altrax.

14.4 The Customer is responsible for any insurance excess, uninsured loss, policy exclusion, shortfall, premium impact or loss of hire not recovered from insurance.

15. Maintenance, Servicing and Breakdown

15.1 The Customer must perform all ordinary pre-start, cleaning, lubrication, inspection and care procedures reasonably required for safe use of the Equipment, unless the Hire Schedule states otherwise.

15.2 Altrax may inspect, service, maintain, repair or replace Equipment during the Hire Period. The Customer must provide safe access during ordinary business hours and at other times reasonably required for urgent safety or breakdown matters.

15.3 If Equipment breaks down due to fair wear and tear and the Customer immediately notifies Altrax, hire Charges will not apply for the period Altrax reasonably determines the Equipment was unusable, unless Altrax provides replacement Equipment or the breakdown was caused or contributed to by the Customer.

15.4 If breakdown, damage or unsafe condition is caused by misuse, overloading, neglect, contamination, inadequate power, poor Site conditions, unauthorised repair, failure to maintain or any other Customer act or omission, the Customer must pay repair, recovery and lost hire Charges.

16. Loss, Theft and Damage

16.1 The Customer must immediately notify Altrax of any accident, breakdown, loss, theft or damage and provide all information, photos, witness details, incident reports, police reports and assistance reasonably requested by Altrax.

16.2 For theft or suspected theft, the Customer must report the matter to police promptly and provide Altrax with a written police report or event number within 24 hours or as soon as reasonably practicable.

16.3 The Customer must pay the new replacement cost for Equipment that is lost, stolen, destroyed, written off or not returned, and must pay all repair costs for damaged Equipment, together with recovery, freight, assessment, administration and lost hire Charges.

16.4 The Customer must pay the replacement cost, as determined by Altrax, for lost, stolen or damaged accessories, including but not limited to leads, controls, hoses, guards, stands, rollers, belts, tools and attachments.

17. Damage Waiver

17.1 Damage Waiver is governed by the Altrax Damage Waiver Schedule, if applicable. Damage Waiver is not insurance and does not remove the Customer's responsibility to comply with this Agreement.

17.2 Damage Waiver does not apply unless the applicable fee has been charged and paid, or unless Altrax has expressly confirmed in writing that Damage Waiver applies.

17.3 Damage Waiver does not apply to loss, theft or damage excluded by the Damage Waiver Schedule, including loss or damage caused by negligence, misuse, overloading, inadequate security, breach of this Agreement, transport, loading or unloading by the Customer, tyres, tracks, glass, hoses, accessories, ground engaging tools, electrical overload, water, corrosive substances or multiple incidents unless expressly covered.

18. Wet Hire

18.1 Where Altrax supplies an operator, the operator remains employed or engaged by Altrax but works under the Customer's direction and control while on Site, except in relation to matters of employment, competence and Altrax safety requirements.

18.2 The Customer must provide a safe workplace, Site induction, hazard information, supervision, traffic management and lawful instructions for wet hire.

18.3 Altrax is not liable for loss, damage, delay or defective outcome caused by the Customer's directions, Site conditions, sequencing, other trades, materials, access, permits or supervision.

18.4 The Customer must not allow any person other than Altrax personnel to operate wet hire Equipment unless Altrax agrees in writing.

19. Title to Hired Equipment

19.1 Equipment supplied on hire remains the absolute property of Altrax at all times. The Customer obtains a right to use the Equipment only during the Hire Period and in accordance with this Agreement.

19.2 The Customer must not represent that it owns the Equipment or allow any person to seize, charge, encumber, attach, levy against or claim an interest in the Equipment.

19.3 If Equipment is seized, attached, threatened, impounded or subject to any claim, the Customer must immediately notify Altrax and take all steps required by Altrax to protect Altrax ownership.

20. PPSA

20.1 This Agreement constitutes a security agreement for the PPSA. The Customer grants Altrax a security interest in all Equipment hired or supplied, all proceeds, all collateral accounts and all present and after-acquired property of the Customer to secure all amounts and obligations owed to Altrax.

20.2 The Customer must promptly provide all information, sign all documents, obtain all consents and do all things Altrax reasonably requires to register, perfect, maintain, enforce or release any security interest, including a purchase money security interest or PPS lease if applicable.

20.3 The Customer must not register or permit registration of any financing statement or financing change statement over the Equipment in favour of any third party without Altrax prior written consent.

20.4 To the extent permitted by law, the Customer waives its right to receive any notice, verification statement or other document under the PPSA, including under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 142, 143 and 157.

20.5 The Customer indemnifies Altrax for all costs and expenses of PPSA registration, maintenance, enforcement and release.

21. Security and Charge

- 21.1** As security for all amounts owing to Altrax, the Customer charges in favour of Altrax all of the Customer's present and future rights, title and interest in any land, real property and other assets capable of being charged.
- 21.2** If the Customer defaults, Altrax may lodge a caveat or other security instrument over any charged property. The Customer consents to registration and appoints Altrax and each director or secretary of Altrax as its attorney to sign documents and do all acts necessary to give effect to this clause.
- 21.3** The Customer indemnifies Altrax for all costs, including legal costs on a solicitor and own client basis, incurred in exercising rights under this clause.

22. Defects, Warranties and Australian Consumer Law

- 22.1** The Customer must inspect Equipment on Delivery and notify Altrax in writing within four hours of any evident defect, shortage, damage or non-compliance. Any latent defect must be notified as soon as reasonably possible after it becomes evident.
- 22.2** Nothing in this Agreement excludes, restricts or modifies any guarantee, warranty or right that cannot be excluded, restricted or modified under the ACL or other applicable law.
- 22.3** Subject to non-excludable rights, Altrax makes no warranty that Equipment is suitable for the Customer's particular purpose, Site, process, production target or commercial objective unless Altrax expressly states so in writing.
- 22.4** To the maximum extent permitted by law, Altrax liability is limited, at Altrax option, to repairing or replacing Equipment, supplying equivalent Equipment, re-supplying Services or refunding the Charges for the affected Equipment or Services.
- 22.5** Altrax is not liable for defects or damage caused by fair wear and tear, accident, misuse, overloading, inadequate maintenance, Site conditions, Customer instructions, unauthorised repair, continued use after a defect becomes apparent or failure to follow instructions.

23. Indemnity

- 23.1** The Customer indemnifies Altrax against all claims, proceedings, liabilities, losses, damages, costs and expenses arising out of or in connection with the Customer's hire, possession, operation, storage, transport, installation, dismantling or use of Equipment, except to the extent caused by Altrax negligence or wilful misconduct.
- 23.2** The indemnity includes injury or death of persons, damage to property, environmental contamination, loss of productivity, delay, business interruption, penalties, infringements, traffic or parking offences, towage, impoundment, clean-up costs and legal costs.
- 23.3** Each indemnity is continuing, independent and survives termination of the Agreement.

24. Limitation of Liability

- 24.1** Subject to non-excludable rights, Altrax is not liable for consequential loss, indirect loss, loss of profit, loss of revenue, loss of production, loss of opportunity, loss of goodwill, delay costs, liquidated damages under the Customer's contracts or claims by third parties arising from Customer delay or project disruption.
- 24.2** Subject to non-excludable rights, Altrax aggregate liability arising out of a hire is limited to the Charges paid by the Customer for the affected Equipment during the period giving rise to the claim.
- 24.3** The Customer acknowledges that hire rates are set on the basis of the risk allocation in this Agreement.

25. Default

- 25.1** The Customer is in default if it fails to pay on time, exceeds its credit limit, breaches this Agreement, provides misleading information, becomes insolvent, ceases or threatens to cease business, has a receiver, administrator, liquidator or controller appointed, suffers enforcement against its assets, loses insurance, fails to return Equipment or Altrax reasonably considers the Equipment or Altrax interests are at risk.
- 25.2** On default, all amounts owing become immediately due and payable and Altrax may suspend supply, cancel orders, terminate hire, refuse collection requests until safe access is available, charge interest and costs, repossess Equipment, enforce security and exercise any rights available at law.
- 25.3** Altrax may report overdue debts or serious credit infringements to credit reporting bodies where permitted by law.

26. Repossession

- 26.1** If the Customer fails to return Equipment when required, or if Altrax terminates the hire or reasonably believes the Equipment is at risk, the Customer irrevocably authorises Altrax and its agents to enter any Site or premises where Equipment is or may be located to inspect, disable, remove or repossess Equipment.
- 26.2** The Customer must ensure Altrax has safe access and must indemnify Altrax for all costs of repossession and any claim by an occupier or third party arising from Altrax exercising rights under this clause, except to the extent caused by Altrax negligence.

27. Cancellation and Termination

- 27.1** Altrax may terminate a hire or any Hire Period for any reason on 24 hours' notice, and immediately on Customer default or where Equipment safety, availability, security or legal compliance requires it.
- 27.2** The Customer may cancel a hire only with Altrax written consent. If the Customer cancels, delays delivery, refuses delivery or terminates early, the Customer must pay all costs and losses incurred by Altrax, including transport, labour, third party hire-in costs, minimum hire Charges and lost hire reasonably arising.

- 27.3** Termination does not affect accrued rights, payment obligations, indemnities, PPSA rights, security interests, confidentiality, privacy consents or clauses intended to survive termination.

28. Privacy and Credit Reporting

- 28.1** The Customer and each guarantor consent to Altrax collecting, using, storing and disclosing personal information and credit information for account assessment, supply of Equipment, payment processing, direct debit or credit card processing, debt recovery, enforcement, insurance, compliance and business administration.
- 28.2** Altrax may obtain credit reports from and disclose information to credit reporting bodies, trade insurers, debt collection agencies, legal advisers, other credit providers, related bodies corporate and service providers as permitted by the Privacy Act 1988 (Cth).
- 28.3** The Customer must ensure that any personal information it provides about directors, employees, operators, authorised representatives or guarantors is provided with all necessary consents.

29. Building and Construction Industry Security of Payment

- 29.1** Where applicable, invoices and payment claims may be made under the Building and Construction Industry Security of Payment Act 2002 (Vic) or equivalent legislation. Nothing in this Agreement is intended to contract out of legislation to the extent prohibited by law.
- 29.2** The Customer must promptly provide payment schedules or responses required by applicable security of payment legislation and remains liable for amounts due under this Agreement.

30. Compliance with Laws

- 30.1** Each party must comply with laws applicable to its obligations. The Customer is responsible for all laws, permits, licences and approvals relating to the Site, Equipment operation, traffic management, environmental protection, hazardous substances, working at heights, electrical safety and work health and safety.
- 30.2** The Customer must indemnify Altrax for loss arising from asbestos, silica, contaminated materials, hazardous substances or unsafe Site conditions, except to the extent caused by Altrax negligence.

31. Intellectual Property and Confidentiality

- 31.1** All drawings, sketches, calculations, layouts, methods, pricing, manuals, designs, documents and know-how supplied or developed by Altrax remain Altrax property unless otherwise agreed in writing.
- 31.2** The Customer must not copy, disclose or use Altrax confidential information except for the purpose of receiving Equipment or Services.
- 31.3** Altrax may use photographs or descriptions of Equipment installations for training, safety, quality, marketing or portfolio purposes provided it does not intentionally disclose the Customer's confidential information without consent.

32. Notices

- 32.1** A notice may be given by hand, post or email to the last address notified by the recipient. Email notices are taken received when sent unless the sender receives an automated delivery failure notice.
- 32.2** The Customer must notify Altrax in writing at least 14 days before any change in ownership, control, trading name, directors, trustees, address, contact details, business practice or financial position.

33. Trusts

- 33.1** If the Customer enters this Agreement as trustee of a trust, the Customer warrants that it has power to enter the Agreement, that entry is for proper trust purposes, that it has a full right of indemnity from trust assets and that the right has not been excluded, limited or prejudiced.
- 33.2** The Customer must not vary the trust, distribute trust assets, retire or replace trustees or do anything that prejudices Altrax rights without Altrax prior written consent while any obligation to Altrax remains outstanding.

34. Force Majeure

- 34.1** Neither party is liable for failure to perform an obligation, other than an obligation to pay money, caused by an act of God, fire, flood, storm, war, terrorism, industrial action, pandemic, government restriction, shortage of materials or transport, equipment unavailability due to events beyond reasonable control or other event beyond reasonable control.
- 34.2** The affected obligation is suspended for the duration of the force majeure event. If the event continues for more than 30 days, Altrax may terminate the affected hire without liability.

35. General

- 35.1** This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 35.2** A waiver must be in writing and signed by the party giving it. A failure to enforce a right is not a waiver.
- 35.3** If a provision is invalid or unenforceable, it is severed to the extent necessary and the remainder continues.
- 35.4** Altrax may assign, novate, subcontract or transfer its rights or obligations without Customer consent provided this does not materially prejudice the Customer. The Customer must not assign or transfer this Agreement without Altrax written consent.
- 35.5** Clauses relating to payment, indemnity, risk, title, PPSA, security, privacy, limitation of liability, governing law and accrued rights survive termination.

Separate Damage Waiver Terms

1. Application and Status

- 1.1** This Damage Waiver Schedule forms part of the Altrax Master Hire Agreement. Capitalised terms have the same meaning as in that agreement unless stated otherwise.
- 1.2** Damage Waiver is not insurance and is not a substitute for insurance. It is a contractual arrangement under which Altrax agrees, subject to this Schedule, to limit the Customer's liability for certain loss, theft or damage to Equipment during the Hire Period.
- 1.3** Damage Waiver does not limit liability for personal injury, third party property damage, environmental loss, fines, penalties, transport charges, recovery costs, cleaning costs or any amount not expressly covered by this Schedule.

2. Damage Waiver Fee

- 2.1** Unless Altrax agrees otherwise in writing, the Damage Waiver Fee is charged at 12% of the hire Charges for the relevant Equipment and is billed in addition to hire Charges.
- 2.2** The Damage Waiver Fee is non-refundable once charged, including for unused hire time, early return, stand down or cancellation, except where Altrax agrees otherwise in writing.
- 2.3** Where Altrax approves an alternative rate or inclusion for a particular Customer or hire, that approval applies only to the relevant hire unless stated otherwise.

3. Insurance Alternative

- 3.1** The Customer is not required to pay the Damage Waiver Fee from the date Altrax receives and approves a certificate of currency for insurance covering loss, theft and damage to the Equipment for not less than the new replacement value of the Equipment and noting Altrax as owner or interested party if required.
- 3.2** The Customer remains liable for the Damage Waiver Fee for any uninsured period before approval of the certificate of currency and is not entitled to a credit for that period.
- 3.3** The Customer remains responsible for insurance excess, uninsured loss, policy exclusions, recovery costs, lost hire and any shortfall between insurance proceeds and Altrax loss.

4. Covered Events

- 4.1** Subject to this Schedule, Damage Waiver may apply to accidental physical loss or damage to Equipment caused by collision, fire, storm, earthquake, accident or theft during the Hire Period.
- 4.2** Damage Waiver applies only where the Customer has paid the Damage Waiver Fee, complied with the Master Hire Agreement and this Schedule, immediately notified Altrax of the incident, cooperated with Altrax and paid the applicable Damage Waiver Excess Fee.
- 4.3** For theft, the Customer must promptly report the incident to police and provide Altrax with a police report, police event number and all available evidence within 24 hours or as soon as reasonably practicable.

5. Damage Waiver Excess Fee

- 5.1** The Damage Waiver Excess Fee applies per item of Equipment and per incident.
- 5.2** For partial damage that can be repaired, the excess is the greater of \$2,500 plus GST and 10% of the repair cost, except where the repair cost is less than \$2,500 plus GST, in which case the excess is the lesser of the repair cost and the new replacement cost.
- 5.3** For Equipment that is lost, stolen or damaged beyond economic repair, the excess is the greater of \$2,500 plus GST and 10% of the new replacement cost, except where the new replacement cost is less than \$2,500 plus GST, in which case the excess is the new replacement cost.
- 5.4** Altrax may set a different excess in a Hire Schedule for high-value, high-risk, specialised or third party hire-in Equipment.

6. Excluded Equipment and Items

- 6.1** Damage Waiver does not apply to accessories and consumables unless Altrax expressly agrees in writing. Excluded items include tools, accessories, parts,

grease guns, hoses, electrical cords, control leads, lights, globes, welding cables, gas cylinders, pneumatic tools, belts, rollers, guards, tyres, tubes, tracks, track gear, ground engaging tools, cutting edges, teeth, windscreens, mirrors, glass, Perspex, fluids, fuel and other wear items.

- 6.2** The Customer must pay the full repair or replacement cost for excluded items regardless of whether Damage Waiver applies to other Equipment.

7. General Exclusions

- 7.1** Damage Waiver does not apply where loss, theft or damage arises from or is contributed to by breach of the Master Hire Agreement, negligence, recklessness, wilful misconduct, misuse, abuse, overloading, exceeding rated capacity, failure to secure Equipment, failure to maintain, unauthorised repair, failure to stop using unsafe Equipment, continuing use after a defect arises, or failure to follow Altrax or manufacturer instructions.
- 7.2** Damage Waiver does not apply to loss or damage occurring during transport, loading or unloading by the Customer or its carrier, except where transport is performed by Altrax and the loss is caused by Altrax.
- 7.3** Damage Waiver does not apply to electrical damage caused by inadequate power supply, electrical overload, power surge, incorrect generator sizing, unsafe electrical installation, water ingress, or use of under-rated or excessive-length extension leads.
- 7.4** Damage Waiver does not apply to loss or damage caused by water, flood, immersion, salt water, corrosive or caustic substances, hazardous substances, contamination, concrete, render, paint, chemicals, dust ingestion beyond ordinary use, fire caused by Customer hot works, vandalism where the Equipment was not adequately secured, or roll-over.
- 7.5** Damage Waiver does not apply to collision with bridges, awnings, gutters, trees, overhead structures, services, buildings or other objects due to inadequate clearance or Site control.
- 7.6** Damage Waiver does not apply to multiple incidents unless Altrax agrees in writing. Each incident is assessed separately and a separate excess may apply.

8. Customer Security Obligations

- 8.1** The Customer must take all reasonable precautions to prevent theft, loss and damage, including secure storage, fencing or locking where appropriate, removing keys or control devices, disabling Equipment when not in use, maintaining lighting and Site security, and preventing unauthorised operation.
- 8.2** If Equipment is left unattended, unsecured, outside the agreed Site, accessible to the public, on a street, nature strip or unsecured construction area without adequate controls, Damage Waiver will not apply unless Altrax determines otherwise in writing.

9. Notification and Claims Process

- 9.1** The Customer must notify Altrax immediately after any incident and must not repair, move, dispose of or interfere with damaged Equipment unless required for safety or authorised by Altrax.
- 9.2** The Customer must provide incident reports, photographs, videos, witness statements, operator details, Site records, police reports, insurance information and any other information reasonably required by Altrax.
- 9.3** Altrax will determine, acting reasonably, whether Damage Waiver applies. Altrax may inspect the Equipment, obtain repair quotes, determine replacement cost and assess whether any exclusion applies.

10. Effect of Waiver

- 10.1** If Damage Waiver applies and the Customer has paid the excess, Altrax will not claim from the Customer for the repair or replacement cost of the covered Equipment beyond the excess.
- 10.2** Damage Waiver does not waive or limit Altrax right to recover hire Charges accruing before the incident, Charges for Equipment not affected by the incident, excluded costs, recovery costs, environmental costs, third party claims or amounts arising from breach of the Master Hire Agreement.
- 10.3** Damage Waiver is personal to the Customer and does not benefit any third party, subcontractor, insurer or other person.

EXECUTION - SIGNED BY THE CUSTOMER / AUTHORISED REPRESENTATIVE:

Signature: _____

Name: _____

Position: _____ Date: _____