

SYSTEM RIGGING

GENERAL CONDITIONS FOR THE HIRE OF EQUIPMENT

These terms and conditions are between the Parties described in the Schedule (together, the **Parties** and each a **Party**). These terms and conditions and the Schedule form the entire agreement under which System Rigging Pty Ltd ACN 636 533 287 (**System Rigging**) will hire to the Customer (the **Customer**) the Equipment as set out in the Schedule.

1. DEFINED DEFINITIONS & INTERPRETATION

1.1 Definitions

Additional Equipment means any equipment not listed in the Schedule which is provided by System Rigging to the Customer under the terms of this Agreement and set out in an Equipment Update Notice.

Agreement means this agreement which consists of the Details, Commercial Terms, these General Conditions and any schedule or annexure to those documents.

Approval means any consent, permit, authority, licence, agreement, permit or understanding required to do an act or thing.

Balance Due means the amount which is the sum of:

- (a) all Rent and other amounts due or accrued due but unpaid under this Agreement; and
- (b) interest on the amounts in paragraph (a) calculated in accordance with clause 9(b).

Business Day means a day other than Saturday, Sunday or public holiday in Brisbane, Queensland.

Commencement Date has the meaning given in the Schedule to this Agreement.

Commercial Terms means the commercial terms to this Agreement.

Confidential Information includes information or documentation which:

- (c) is disclosed to the Customer in connection with this Agreement at any time;
- (d) is prepared or produced under or in connection with this Agreement at any time;

(e) relates to System Rigging's business, assets or affairs; or

(f) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Customer receives that information.

Consent Authority means any individual, corporation, government body, court or agency who grants a necessary Approval.

Credit Arrangement means an arrangement agreed to or approved by System Rigging where System Rigging extends the Customer a period of credit for the Customer to pay System Rigging any amounts under this Agreement, whether such arrangement follows the Customer's submission of a credit application to System Rigging or otherwise.

Customer means the customer as set out in the Details.

Default Interest means the rate plus 4.5% charged by System Rigging's bankers from time to time on overdraft facilities of less than \$100,000, or the rate of 15% per annum, whichever is the higher.

Delivery Address means the site for delivery and/or installation of the Equipment as set out in the Commercial Terms.

Details means the details to this Agreement.

Dispatch means when Equipment are dispatched by System Rigging to the Customer for Delivery.

Equipment means the equipment specified in the Commercial Terms and any Additional Equipment supplied to the Customer by System Rigging after the date of this Agreement.

Equipment Update Notice means a notice in the form of Annexure A, specifying any Additional Equipment and terms relevant to that Equipment such as Rent, Hire Term and Rent Payment Dates.

Event of Default has the meaning given in clause 16(a).

Intellectual Property means any copyright, registered or unregistered designs, specifications, inventions, ideas, techniques, engineering and manufacturing methods, or trade marks, domain names, know-how, inventions, processes, trade

secrets or Confidential Information, or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Insolvent means bankrupt or insolvent or otherwise unable to pay debts when due for payment, in receivership or receivership and management, under administration, in liquidation, under official management or any other form of administration, wound up, dissolved, subject to any arrangement, assignment or composition, or protected from creditors under statute and **insolvency** has a corresponding meaning

Law or Laws means all applicable laws, orders, judgments, rules, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licenses, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Equipment.

Rent has the total of the amounts specified in the Commercial Terms for each item comprising the Equipment, and as varied from time to time in accordance with this Agreement.

Rent Payment Date has the meaning given in the Commercial Terms.

Return Address means the address to which the Equipment must be returned by the Customer as set out in the Details or as otherwise notified by System Rigging to the Customer.

Security Deposit means the amount set out in the Commercial Terms.

System Rigging means System Rigging Pty Ltd (ACN 636 533 287).

1.2 Interpretation

In this Agreement:

- (a) a reference to this Agreement or another document means this Agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;

- (b) a reference to legislation includes any statutory modification, or substitution of that legislation and any subordinate legislation issued under that legislation;
- (c) a reference to the background, a clause, schedule or annexure is a reference to the background, a clause, a schedule or an annexure to or of this Agreement;
- (d) headings are inserted for convenience only and do not form part of this Agreement;
- (e) the background accurately sets out the circumstances in which the Parties have entered into this Agreement;
- (f) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (g) a reference to a corporation or natural person includes its personal representatives, successors and permitted assigns (as applicable);
- (h) a reference to a breach of warranty includes that warranty not being true or accurate;
- (i) including and includes are not words of limitation;
- (j) a reference to a time is to that time in Queensland, Australia;
- (k) monetary amounts are expressed in Australian dollars;
- (l) the singular includes the plural and vice-versa; and
- (m) neither this Agreement nor any part of it is to be construed against a Party on the basis that the Party or its lawyers were responsible for its drafting.

2. HIRE OF EQUIPMENT

On and from the Commencement Date, System Rigging will hire to the Customer, and the Customer shall take on hire from System Rigging, the Equipment for the Hire Term at the Rent and on the terms and conditions set out in this Agreement.

3. TERM

- (a) Subject to any rights to early termination in this Agreement, this Agreement commences on the Commencement Date and continues until expiry of the Hire Term.
- (b) By signing this Agreement and/or paying any invoice of System Rigging for the hire of the Equipment, the Customer is deemed to have accepted the terms of this Agreement.

4. EXTENSION AND HOLDING OVER

- (a) The parties may agree in writing no less than ten (10) Business Days before expiry of any Hire Term to extend the Hire Term for an unspecified period or until a particular date, however System Rigging is under no obligation to agree to any extension.
- (b) Where a Hire Term is extended for an unspecified period, this Agreement will continue until it is determined, either by System Rigging or by the Customer giving thirty (30) days' written notice to the other party, nominating an expiry date.
- (c) A Hire Term may be extended as often as the parties agree in writing.
- (d) In any case, where the Customer continues in possession of the Equipment after the expiration or sooner termination of this Agreement, the Customer must (without prejudice to the exercise by System Rigging or System Rigging's rights, powers and remedies under this Agreement) continue to pay a monthly Rental equal to the amount determined from time to time by System Rigging or, in the absence of such a determination, a monthly Rental equal to 1/12th of the annualised Rent then current. All other terms and conditions set out in this Agreement will continue to apply to the hire of the Equipment.

5. ADDITIONAL EQUIPMENT

The Customer acknowledges and agrees that the terms of this Agreement will apply to all Additional Equipment provided by System Rigging to the Customer, subject to any changes specified in an Equipment Update Notice.

6. DELIVERY AND INSTALLATION

- (a) The Customer must obtain all necessary Approvals from all relevant Consent Authorities with respect to the delivery, installation, and the Customer's use of the Equipment at any Delivery Address and, on request, provide copies of those Approvals to System Rigging prior to delivery of any Equipment.
- (b) If the Customer fails to obtain the necessary Approvals, this does not entitle the Customer to terminate this Agreement or without any Rent or other payments due to System Rigging.
- (c) Delivery times are estimates only and System Rigging is not liable for late delivery or non-delivery.

- (d) System Rigging is not liable for any loss, damage or delay occasioned to the Customer or any third party arising from late or non-delivery or late installation of the Equipment.
- (e) If requested, at least five (5) Business Days before delivery of any Equipment, the Customer must provide System Rigging with a site plan showing where and how the Delivery Address can be accessed for delivery and, if applicable, installation of the Equipment.
- (f) Suitability of, access to and on-site arrangements for delivery and, if applicable, installation of Equipment is the Customer's responsibility and the Customer warrants having made all necessary arrangements for the safe deliver and, if applicable, installation of the Equipment. Any costs arising from the Delivery Address being unsuitable or System Rigging's inability to access the Delivery Address or, if applicable, install the Equipment due to the Customer's failures will be payable by the Customer and System Rigging is not responsible for any loss suffered by the Customer from any resulting delivery or installation delays.
- (g) System Rigging may cancel the delivery and/or installation of the Equipment at any time, if System Rigging decides in its discretion that it would be unlawful or unsafe to deliver and/or install the Equipment to the Customer at the Delivery Address for any reason, including due to weather conditions. If System Rigging cancels the delivery and/or installation of the Equipment in accordance with this clause, the Customer agrees that it will only be entitled a credit of the Total Rent Charge to be used on an alternative delivery date to be agreed between the parties.
- (h) The Customer acknowledges and agrees that the maximum weight of System Rigging's Equipment and the vehicle delivering it is 125 tonnes.
- (i) If the on-site conditions of the Delivery Address change or the Customer requires repositioning of the Equipment or special lifting equipment is required, this will be at the Customer's cost and must be paid in full prior to the special lifting equipment being sourced and used at the Delivery Address.
- (j) System Rigging allows sixty (60) minutes for each delivery and collection of Equipment. In the event that delivery or collection takes longer than that period for any reason, excluding any default by System Rigging, a charge per hour or part thereof will apply and will be invoiced to the Customer.
- (k) Installation and removal services:
 - (i) If "YES" is marked in the Details, System Rigging will install or disconnect (as

indicated) the Equipment at the cost specified in this Agreement and, if requested by System Rigging, the Customer will give System Rigging exclusive possession of such part of the Delivery Address as is reasonably required by System Rigging to carry out installation or removal works. During this period, the Customer will allow System Rigging to allow or refuse anyone access to and may remove any unauthorised person from the relevant part of the Delivery Address.

- (ii) If "NO" is marked in the Details, the Customer will install or disconnect the Equipment at the Customer's cost and risk using suitably qualified persons.

Do these simple changes suit?

7. RETURN OF THE EQUIPMENT

- (a) Upon the expiry of the Hire Term or early termination of this Agreement, unless otherwise agreed by System Rigging in writing, System Rigging will retake possession of the Equipment and the Customer will permit System Rigging or procure from any relevant Approval for System Rigging to access the Delivery Address where the Equipment is located for the purpose of removing the Equipment. The costs of removal and transport of the Equipment to System Rigging's Return Address is payable by the Customer.
- (b) Unless otherwise permitted under this Agreement or System Rigging provides written consent, which may be withheld at System Rigging's discretion, the Customer must not remove or allow any third party to remove the Equipment from the Delivery Address.
- (c) Prior to the return of the Equipment pursuant to clause 7(a), the Customer shall restore the Equipment so that the Equipment is in the same condition as it was when the Customer took possession of the Equipment. System Rigging will, acting reasonably, determine the extent of any restoration required under this clause 7(c). If the Equipment is not returned in the required condition, the Customer must reimburse System Rigging for its costs of restoring the Equipment and any loss (including consequential loss) sustained by System Rigging as a result of the Customer's failure to restore the Equipment in accordance with this clause 7(c).

8. OWNERSHIP OF EQUIPMENT

- (a) At all times System Rigging retains full legal and beneficial title to the Equipment notwithstanding:
 - (i) the delivery of the Equipment to the Customer; and
 - (ii) the possession and use of the Equipment by the Customer.
- (b) For the avoidance of doubt, the Customer has no interest in the Equipment other than as hirer and bailee.
- (c) The Customer acknowledges that it does not have the option to purchase the Equipment and that no representation has been made by System Rigging that the Customer may purchase the Equipment during, or at the expiry of, the Hire Term.

9. RENT AND OTHER PAYMENTS

- (a) The Customer must pay to System Rigging, where applicable:
 - (i) **(Security Deposit)** the Security Deposit prior to delivery of the Equipment.
 - (ii) **(Rent)** subject to any Credit Arrangement, the Rent on the Rent Payment Dates.
 - (iii) **(Duties and taxes)** any and all GST, rates, registration fees, stamp duties imposed by any federal, state or municipal, statutory or other authority or otherwise at any time directly or indirectly upon the Equipment.
 - (iv) **(Insurance)** all premiums and any other amounts of whatever nature necessary or desirable in System Rigging's opinion to maintain each and all of the insurances required by clause 12 current. Upon reasonable request, the Customer must produce to System Rigging certificates of currency of the insurance policies and originals or certified copies of the insurance policies.
 - (v) **(Use and repair of Equipment)** in accordance with clause 11(e)(vi), pay for the cost of any damage to the Equipment caused by any unauthorised services, repairs, or modifications of the Equipment.
 - (vi) **(Other items)** all other amounts required to be paid as set out in this Agreement.

- (b) Where any, or any part of any, Rent or other moneys payable by the Customer under this Agreement is not paid to System Rigging on or before its due date for payment, Default Interest will be charged and payable on the outstanding amount. Default Interest will accrue on and from the date following the due date for payment of any outstanding amount up to and including the date of its payment. It will be computed on a daily basis for actual days elapsed and will be compounded on the last day of each month.
- (c) Where any Rent is paid upfront, no credit or refund is given for any part of the period where Equipment is not used for any reason or returned prior to the expiry of the Hire Term.
- (d) The Customer must, on demand from System Rigging, reimburse System Rigging for all costs, charges, expenses, fees, disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by System Rigging of or incidental to:
 - (i) any breach, default, or repudiation of this Agreement by the Customer (including the fees of all professional consultants properly incurred by System Rigging in consequence of, or in connection with, any such breach, default or repudiation); and
 - (ii) the exercise or attempted exercise of any right, power, privilege, authority, or remedy of System Rigging under or by virtue of this Agreement, including all amounts incurred in repossessing the Equipment from the Customer under the terms of this Agreement and in enforcing this Agreement generally.

10. EXCLUSION OF LIABILITY

- (a) To the extent permitted by law System Rigging exclude all warranties whether express, implied, statutory or otherwise relating in any way to the supply of Equipment or services or other subject matter of this Agreement.
- (b) For any warranties not able to be excluded under clause 10(a), System Rigging's liability is limited to the extent permitted in Schedule 2, section 64A of the *Competition and Consumer Act 2010* (Cth), to circumstances where:
 - (i) defects in any Equipment have arisen solely from faulty materials or workmanship;

- (ii) the Equipment has not received maltreatment, inattention, or interference; and
- (iii) the Equipment was manufactured or produced by System Rigging,

at System Rigging's option, to repairing or replacing, or paying the cost of repairing or replacing the relevant Equipment, as the case may be; or

- (iv) with respect to any services System Rigging provides:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

(c) The Customer agrees to use and possess any Equipment at its own risk. The Customer agrees that System Rigging has no responsibility or liability for any loss or damage to any of the Customer's property as a result of the Customer's use of the Equipment. To the full extent permitted by law, the Customer releases and discharges System Rigging and its agents and employees from:

- (i) all claims and demands on System Rigging; and
- (ii) any loss or damage whatsoever and whenever caused to the Customer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise,

arising directly or indirectly from or incidental to a breakdown of, or defect in any Equipment or any accident to or involving any Equipment or its use, operation, repair, maintenance, or storage or which may otherwise be suffered or sustained in, upon or near any Equipment.

- (d) Subject to clause 10(b), to the extent permitted by law, System Rigging's maximum liability (whether before or after the expiry or termination of this Agreement) for any loss or damage which the Customer or any third party suffers arising from, or caused or contributed by, System Rigging's negligence or the negligence of System Rigging's servants or agents is limited to the Rent paid by the Customer.
- (e) The Customer agrees that System Rigging is not liable for and will not make any claim against System Rigging for any special, indirect or consequential loss

or damage as a result of System Rigging's breach of this Agreement including, but not limited to, loss of profits or revenue, the costs arising from the loss of use of any Equipment and the costs of any substitute goods or services which the Customer acquires.

11. COVENANTS REGARDING POSSESSION AND USE OF EQUIPMENT

(a) Following delivery of the Equipment and throughout the Hire Term, the Customer must at all times retain possession and control of the Equipment and, on System Rigging's request, the Customer must notify System Rigging of the location of the Equipment.

(b) Condition of Equipment:

(i) The Customer must, at all times, keep and maintain the Equipment properly serviced in accordance with clause 11(e)~~(e)(v)(w)~~, in proper working order and condition and in good and substantial repair. System Rigging will make due allowance for normal wear and tear, but the Equipment must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity specified, by the manufacturer.

(ii) The Customer will be fully responsible to System Rigging for any loss of or damage to the Equipment (however occasioned). The Customer must give reasonable notice to System Rigging in writing of any such loss or damage of a substantial or material nature.

(iii) The Customer must maintain the Equipment in accordance with recognised methods and standards for Equipment of their type and only by competent and (where appropriate) properly qualified, trained, and licensed personnel and by appropriate methods and standards of operation.

(c) Use of Equipment:

(i) The Customer must only operate the Equipment in a proper and skilful manner by properly trained and competent persons in strict compliance with all applicable laws and solely for the purpose for which the Equipment was hired.

(ii) Without limiting the generality of this clause 11(c), the Customer must comply in all respects with the guidelines, instructions and recommendations of the manufacturer or

other supplier relating to the Equipment and to their use, in particularly where any failure in compliance would limit the obligations of that person to System Rigging or the Customer under any statute, agreement, or otherwise.

(d) System Rigging right of inspection

(i) The Customer grants System Rigging the right, and will use its best endeavours to ensure that others grant System Rigging the right, at all reasonable times upon System Rigging giving the Customer reasonable notice and without unduly interfering with the Customer's operations, to:

- (A) inspect the state of repair of the Equipment;
- (B) carry out such tests on the Equipment as may seem necessary to System Rigging;
- (C) observe the use of the Equipment;
- (D) inspect any maintenance records in respect of the Equipment; and
- (E) do any act, matter or thing which may be required to be done to give proper effect to the terms of this Agreement or to protect System Rigging's rights in the Equipment.

(ii) In the case of an emergency, in System Rigging's reasonable opinion, no notice will be required to be given by System Rigging to the Customer under clause 11(d)(i) and the prohibition in that clause on System Rigging unduly interfering with the Customer's operations will not apply.

(e) Repair or replacement of Equipment:

(i) **(Notice)** System Rigging may serve notice on the Customer in writing of any defect or deficiency in the Equipment or its operation or both (whether that defect or deficiency comes to System Rigging's attention in the course of any inspection under clause 11(d) or otherwise) requiring repair or replacement.

(ii) **(Repair)** If System Rigging decides repairs are required to the Equipment, the Customer agrees that it will be lawful for System Rigging to enter upon the Customer's premises with workmen (if necessary) and all

- necessary materials for the purpose of carrying out those repairs.
- (iii) **(Replacement)** Subject to availability, if the Equipment cannot be repaired, System Rigging will replace the Equipment with equivalent Equipment as soon as reasonably practicable.
 - (iv) **(Cost)** Where damage to the Equipment is caused by the Customer's failure to use the Equipment in accordance with its obligations under clause 11(c) or by unauthorised services, repairs or modifications to the Equipment under clause 11(e)(vi), the cost of all repairs and replacements (if any) of the Equipment will be borne by the Customer.
 - (v) **(Authorised personnel)** The Equipment must not be serviced, repaired, or modified in any manner (including the removal of any labels, trade marks, advertising or other markings) by anyone other than System Rigging personnel or any person authorised by System Rigging.
 - (vi) **(Unauthorised repairs)** The Customer will be liable for the cost of any damage to the Equipment caused by any unauthorised services, repairs, or modifications of the Equipment.
- (f) Support services:
- (i) Technical support is available to the Customer during System Rigging's regular business hours by telephone. System Rigging will use reasonable efforts to respond to any request for service, repair, or replacement of the Equipment by telephone.
- (g) The Customer must not, without System Rigging's prior written approval:
- (i) remove, change, alter, or deface any name, name plate, identification number, trade mark or any other identifying mark or number on the Equipment;
 - (ii) move the Equipment to any new location after it is delivered to the Delivery Address;
 - (iii) agree, attempt, offer, or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Equipment;

- (iv) conceal or alter the Equipment or make any addition to the Equipment except as required pursuant to this clause 11; or
 - (v) carry out or permit any work to be carried out on any Equipment except as otherwise permitted in this Agreement.
- (h) The Customer must notify any person seizing the Equipment of System Rigging's ownership of the Equipment and must give immediate written notice to System Rigging of such seizure.

12. INSURANCE

- (a) The Customer must effect and maintain at all times during the Hire Term and any extension of this Agreement or holding over under this Agreement the following insurances:
 - (i) **(General insurance):** insurance of the Equipment for its full insurable value against damage or destruction caused by accident; any insurable risk commonly insured against in regard to equipment of a similar nature to the Equipment; and such other insurable risks as System Rigging may reasonably stipulate;
 - (ii) **(Indemnified risks):** insurance with respect to the Customer's liability to System Rigging pursuant to the indemnity provisions in clause 15.
- (b) While any moneys remain owing to System Rigging under this Agreement, System Rigging will be entitled to receive all moneys payable to the Customer or to System Rigging, and the Customer by the insurer under any relevant insurance policy or by any other person in respect of damage to, or loss of, the Equipment. The Customer appoints System Rigging and each and every duly authorised officer of System Rigging as the Customer's attorney to recover or reasonably compromise in the Customer's or System Rigging's respective names any claim for loss or damage under any such policy or otherwise and to give effectual releases and receipts of any claim.

13. PERSONAL PROPERTIES SECURITIES ACT 2009 ("PPSA")

- (a) In this clause:

- (i) **Financing Statement** has the meaning given to it in the PPSA;
 - (ii) **Financing Change Statement** has the meaning given to it in the PPSA;
 - (iii) **PPS Register** means the Personal Properties Securities Register established under section 147 of the PPSA;
 - (iv) **Security Agreement** has the meaning given to it in the PPSA; and
 - (v) **Security Interest** has the meaning given to it in the PPSA.
- (b) Upon execution of this Agreement by the Customer, the Customer acknowledges and agrees that this Agreement:
- (i) constitutes a Security Agreement; and
 - (ii) creates a Security Interest in:
 - (A) the Equipment previously supplied by System Rigging to the Customer (if any); and
 - (B) all Equipment that is supplied to the Customer in the future by System Rigging,
 collectively known as the "Goods".
- (c) The Customer undertakes to:
- (i) promptly sign any further documents and provide any further information (such information to be complete, accurate and up-to date in all respects) which System Rigging may reasonably require to:
 - (A) register a Financing Statement or Financing Change Statement on the PPS Register in relation to a Security Interest over the Goods;
 - (B) register any other document on the PPS Register which is necessary to perfect System Rigging's Security Interest over the Goods; or
 - (C) correct a defect in any document referred to in clause ~~13(c)(i)(A)~~~~12.3(a)(1)~~ and ~~13(c)(i)(B)~~~~12.3(a)(2)~~;
 - (ii) indemnify, and upon demand reimburse, System Rigging for all expenses incurred in registering a Financing Statement or

- Financing Change Statement on the PPS Register;
- (iii) not register a Financing Statement or a Financing Change Statement in respect of the Goods without System Rigging's prior written consent;
 - (iv) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Goods in favour of a third party without System Rigging's prior written consent;
 - (v) keep full and complete records of the Goods; and
 - (vi) without limiting any other right System Rigging may have, immediately return the Goods if requested to do so by System Rigging following non-repayment of any amount owing by the Customer to System Rigging or following the Customer's breach of any other obligation.
- (d) The parties agree that sections 96 and 125 of the PPSA do not apply to this Agreement.
 - (e) System Rigging are not required to give any notice or statement under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
 - (f) The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 - (g) Unless otherwise agreed to in writing by System Rigging, the Customer waives its right to receive a Verification Statement in accordance with section 157 of the PPSA.

14. CAVEATS

The Customer grants System Rigging a caveatable charge over all real estate as security for amounts payable by the Customer.

15. INDEMNITIES

- (a) The Customer assumes liability for, and will indemnify and keep indemnified, protected, saved and held harmless System Rigging and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties, and all expenses legal and otherwise (including court costs and legal

fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort):

- (i) arising out of or alleged to arise out of the delivery, selection, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of the Equipment, and by whomsoever used or operated (except where used by System Rigging or any person on behalf of System Rigging); or
 - (ii) incurred by System Rigging in respect of any loss of the Equipment by seizure, distress, execution or other legal process, confiscation, or forfeiture of the Equipment.
- (b) The indemnities and assumptions of liability contained in clause 15(a) will continue in full force and effect notwithstanding the termination of this Agreement whether by expiration of time or otherwise.

16. DEFAULT AND TERMINATION

- (a) Events of default:
 - (i) If the Customer fails to pay Rent or other moneys payable under this Agreement or where credit has been extended on the terms of such Credit Arrangement on the due date for payment and such failure continues for more than 5 Business Days;
 - (ii) If the Customer fails to perform or observe any of the covenants or provisions of this Agreement on the Customer's part to be performed or observed (other than a failure of the type contemplated by clause 16(a)(i)) and (if capable of remedy) such default continues for more than 10 Business Days (or such longer period as System Rigging in its absolute discretion permits) after notice from System Rigging requiring the Customer to remedy the same;
 - (iii) If the Customer breaches a term of a Credit Arrangement;
 - (iv) The Customer sells or closes its business or ceases trading;
 - (v) If the Customer suffers an Insolvency event;
 - (vi) Where the Customer is a partnership, the Customer dissolves, threatens or resolves to

dissolve, or is in jeopardy of dissolving the partnership; or

- (vii) The Customer, being a natural person, dies.

- (b) Consequences of default:

If an Event of Default occurs, System Rigging, at its option, may:

- (i) **(Enforce performance):** by proceeding by appropriate court action, either at law or in equity, enforce performance by the Customer of the applicable terms and provisions of this Agreement or recover damages for the breach concerned; or
- (ii) **(Termination):** terminate this Agreement and the Customer's right to possession of the Equipment by notice in writing to the Customer (**Termination Notice**). Upon service of a Termination Notice, all of the Customer's rights to possess or use the Equipment will terminate and System Rigging may, directly or by its agent, take possession of the Equipment. Any damages reasonably occasioned by System Rigging taking possession are expressly waived by the Customer. System Rigging will, upon taking possession of the Equipment, hold, possess, and enjoy the Equipment free from any right of the Customer or its successors or assigns to use the Equipment for any purpose. The Customer will remain liable to System Rigging as provided in clause 17(b).

- (c) Events constituting fundamental breach

- (i) It is expressly agreed and declared by the parties that, should any Event of Default occur, its occurrence will be a breach of an essential and fundamental provision of this Agreement by the Customer amounting to a repudiation by the Customer of this Agreement.
- (ii) The presence of clause 16(c)(i) does not mean, and will not be construed as meaning, that there are no other terms and conditions which are fundamental and essential terms and conditions of this Agreement.
- (iii) If System Rigging terminates this Agreement following any such repudiation by the Customer then, without prejudice to any other right or remedy available to System Rigging, it is expressly agreed and declared that System Rigging shall be entitled to

recover from the Customer, by way of liquidated and ascertained damages for such breach, the aggregate amount determined under clause 17(b).

(d) General right to terminate

Either party may terminate this Agreement upon thirty (30) calendar days' notice in writing to the other party. If such notice is provided by:

- (i) System Rigging, the Customer is only liable to pay to System Rigging all outstanding Rent as at the date of termination of the Agreement specified in the notice; or
- (ii) the Customer, the Customer must pay System Rigging the full Rent amount System Rigging would have received for the relevant Hire Term but for the Customer's early termination, plus any other amounts due but unpaid under this Agreement up to the date of termination.

- (e) The remedies provided in this Agreement in favour of System Rigging arising pursuant to an Event of Default or after a repudiation of this Agreement by the Customer will not be deemed to be exclusive but will be cumulative and will be in addition to all other remedies in System Rigging's favour existing at law, in equity or in bankruptcy. The election at any time to enforce any such remedies will in no way bar the later enforcement from time to time of any other such remedies.

17. AMOUNTS DUE UPON EXPIRY AND UPON EARLY TERMINATION

Subject to clause 16(d):

- (a) upon expiry of the Hire Term, including the expiry of any extension of the Hire Term or the cessation of any holding over, the Customer must pay to System Rigging the Balance Due (if any).
- (b) upon early termination of this Agreement, System Rigging:
 - (i) may retain the Security Deposit; and
 - (ii) may recover from the Customer any and all additional damages and expenses sustained by System Rigging by reason of such early termination or by reason of the breach of any covenant, representation or warranty

contained or implied in this Agreement other than for due payment of Rent.

If the payment of any amount included in a payment required by this clause 17(b), to be made by the Customer to System Rigging, is held to be unenforceable, the payment will be unenforceable only to the extent of such amount. The Customer's obligation to make the balance of the payment will remain unaffected by such unenforceability.

18. INTELLECTUAL PROPERTY

- (a) All title, rights and interests in Intellectual Property developed by System Rigging is and will remain the property of System Rigging.
- (b) In dealing with the Intellectual Property, the Customer must:
 - (i) not disclose Intellectual Property to any other person and all reasonable precautions must be taken to protect such confidentiality;
 - (ii) use, copy, modify, reproduce or otherwise communicate the Intellectual Property without System Rigging's prior written consent; and
 - (iii) ensure that the Intellectual Property is not subjected to any treatment which is prejudicial to the reputation of, or which would infringe the rights of System Rigging.
- (c) All title, rights and interests in Intellectual Property that apply to all other Equipment supplied by System Rigging remain with the manufacturer and/or developer of that Equipment.
- (d) As it would be unreasonable to expect System Rigging to have any knowledge of the true owners of any title, right and interest in Intellectual Property pursuant to clause 14(c), System Rigging accepts no responsibility for inadvertent infringements of any such rights.

19. FORCE MAJEURE

System Rigging will not be liable for any default or delay due to any act of God, war, utility and equipment failures, terrorism, industrial action, fire, flood, storm, tempest, pandemic, and all other events beyond System Rigging's control without exception.

20. GENERAL

20.1 Peaceful enjoyment of Equipment

If the Customer pays the Rent and all other moneys payable under this Agreement and duly and punctually performs all of its other obligations under this Agreement, and subject to clause 11(d) (inspection) and 11(e) (repair) of this Agreement, the Customer may peaceably possess and enjoy the Equipment during the Hire Term without any interruption or disturbance from System Rigging or any other person or persons lawfully claiming by, from or under System Rigging.

20.2 Notices

Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

20.3 Disputes

A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the law society of the State of Queensland to appoint a mediator. The mediator will decide the time, place, and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause ~~20.346.2~~ will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

20.4 Multiple Delivery Addresses

- (a) If Equipment is located at more than one Delivery Address, System Rigging may elect to terminate the whole or part of the Agreement in respect of some Delivery Addresses (**Terminated Sites**) and the termination provisions will apply in respect to any Terminated Sites.
- (b) In respect of the remaining sites (**Continuing Sites**) this Agreement will continue to apply for the Equipment at those sites, subject to any rights System Rigging may have for any default by the Customer.

20.5 Special Conditions

In the event of inconsistency between any special conditions and these General Conditions, these General Conditions will prevail to the extent of that inconsistency.

20.6 GST

If and when applicable, GST payable on the Purchase Price will be set out in the Schedule. The Customer agrees to pay the GST amount at the same time as the Customer pay the Purchase Price.

20.7 Entire agreement

This Agreement:

- (a) is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

20.8 Severance

If any clause or any part of any clause of this Agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible,

the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

20.9 Variation and waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the Party or Parties to be bound.

20.10 Assignment

The Customer must not assign or charge this Agreement or any of its rights or obligations under this Agreement without the prior written consent of System Rigging.

20.11 Costs

Each Party shall bear their own costs associated with this Agreement, including the preparation and negotiation of this Agreement.

20.12 Time for doing acts

- (a) If:

- (i) the time for doing any act or thing required to be done; or

- (ii) a notice period specified under this Agreement, expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

20.13 Counterparts

This Agreement may be executed in any number of counterparts. Each counterpart is an original, but the counterparts together are one and the same. This Agreement is binding on the Parties on the exchange of counterparts. A copy of a counterpart sent electronically by email must be treated as an original counterpart.

20.14 Governing law and jurisdiction

This Agreement is governed by the laws of Queensland and the Parties submit to the jurisdiction of the courts of Queensland

ANNEXURE — EQUIPMENT UPDATE NOTICE

To be used to document replacement of original Equipment or additional Equipment supplied.

HIRE TERM	The Hire Term commences on day the Equipment leaves Our premises and ends the day the Equipment is physically returned to the Return Address.		
Delivery Address(es) <i>Location of equipment, include multiple addresses if more than one location</i>			
EQUIPMENT DESCRIPTION <i>Make, model, number of groups</i>	Serial# / Asset#	Hire rates (Rent)	
		\$	
		\$	
		\$	
		Total Rent	\$
<i>Commercial value of equipment supplied. As increased from time to time for any other Equipment supplied to the Hirer by the Owner in connection with this Agreement.</i>			
EQUIPMENT SERVICES <i>E.g. Installation, disconnection, regular maintenance, and servicing</i>			Cost
Connection/ Installation			\$
Disconnection			\$
Servicing and Maintenance			\$
Transport			\$
Total Cost			\$
RENT PAYMENTS	Term 4 weeks or less	Total Rent charge must be paid prior to delivery of the Equipment.	
	Term 4 weeks to 12 weeks	Monthly in advance	
	Term more than 12 weeks	Monthly in advance	
TRANSPORT COSTS	<i>Total Transport charge must be paid prior to delivery of the Equipment.</i>		
SECURITY DEPOSIT	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:	<i>Total Security Deposit must be paid prior to delivery of the Equipment.</i>
SIGNED for and on behalf of: OWNER: System Rigging Pty Ltd ABN: 636 533 287		SIGNED for and on behalf of: HIRER: ACN:	
Signature:		Signature:	
Name:		Name:	
Position:		Position:	
Date:		Date:	