



Adfinis Pty Ltd – Equipment Hire Terms and Conditions

1. Definitions

Act means, for the State in which tools are hired the applicable Occupational Health & Safety legislation including regulations and Codes of Practice as they are from time to time amended and any substitution for them and any applicable Australian Standards .

Customer means the customer named above.

Equipment means the equipment described in the invoice and includes any substituted equipment, spare parts, accessories and components supplied by Adfinis to the Customer.

Operator means the Customer and its authorised and properly trained servants, agents or employees who use any Equipment.

Premises means the address of the Customer in the applicable Hire Document.

Purpose means the purpose for which the Equipment is designed and/or as specified in the applicable Hire Document.

Adfinis means Adfinis Pty Ltd ACN 100 162 203

Term means the term no longer than 11 months after the equipment is hired.

2. Hire Payments

The Customer must pay Adfinis the agreed hire charges for the Term.

3. Hire Payments after Term.

3.1 If the Customer keeps Equipment after the Term, the Customer will pay the agreed hire charges.

3.2 Neither the Customer nor any Operator is authorised to use the Equipment after the Term without the prior written consent of Adfinis. Any such unauthorised use will be at the risk and liability of the Customer in all things.

3.3 The Customer hereby indemnifies Adfinis against any liability arising from any arrangements entered into by Adfinis with other customers concerning use or hire of the Equipment after the Term.

3.4 These conditions will continue to apply during any further term.

4. Ownership and Use of Equipment

4.1 The Equipment is and at all times remains the sole property of Adfinis.

4.2 The only right which the Customer has under these Conditions is the right for the Customer and its Operators to use the Equipment for the Purpose and for the Term or any agreed extension thereof.

4.3 The Customer may not assign any of its rights under these Conditions to anyone without the written consent of Adfinis.

4.4 The Customer must use and ensure that each Operator uses the Equipment at all times in accordance with any instructions or directions given by Adfinis, the manufacturer or distributor of the Equipment in Australia, all applicable laws including the Act and in accordance with sound commercial practice .

4.5 The Customer will use and ensure that each Operator uses the Equipment at the Customers risk and agrees Adfinis will not be liable for any loss or damage whatsoever (including any personal injury or property damage). The Customer indemnifies Adfinis against any claim or demand for any such loss or damage.

5. Maintenance of Equipment

5.1 The Customer must maintain the Equipment at all times in a good, clean, safe condition including taking such action with regard to its proper care, safe use, routine maintenance and lubrication.

5.2 The Customer must keep the Equipment in clean, dry and safe condition and take all reasonable precautions to avoid loss or damage to the Equipment.

6. No Alteration of Equipment

The Customer must not alter or allow any person to alter the Equipment or remove or damage any numbers, dates, descriptions or plates attached to or impressed on the Equipment.

7. Right to Inspect

7.1 The Customer will allow Adfinis or its authorised representative to enter the Premises or any site at which the Equipment is in use to inspect and/or test the Equipment and to recommend any service, repair or maintenance.

7.2 The Customer will not use or permit to be used any Equipment until any recommendation of Adfinis has been fully complied with in form and substance.

8. Loss or Damage

The Customer will be liable for any loss of or damage to the Equipment, reasonable wear and tear accepted. The cost of any such loss or damage will be determined by Adfinis and the Customer will accept a certificate from Adfinis as conclusive evidence of that amount as an amount immediately due and owing.

8.1 The Customer is responsible for returning the Equipment in a clean state and good working condition as determined by Adfinis. Adfinis will be entitled to charge the Customer for the cleaning or repair of the Equipment.

8.2 Hire charges will continue to apply, until the Equipment is returned to Adfinis and available for hire.

9. Premises

The Customer may take the Equipment to sites at which it is to be used, but the Equipment must be kept at the Premises when not in use.

10. Return of Equipment

10.1 The Customer must upon written request made at any time, immediately return the Equipment in good condition to the address nominated by Adfinis.

10.2 Subject to these conditions, Adfinis will credit the Customer with any amount paid by the Customer in respect of the unexpired portion of the Term.

10.3 If the Customer fails to return the Equipment within 7 days of request or the end of the Term, the Customer authorises Adfinis, acting in the name of the Customer, to enter the Premises or any site where the Equipment is, to take possession of the Equipment and remove it with such force as necessary.

10.4 If the Equipment is not returned to Adfinis within 14 days of written request, the Customer will upon demand, pay to Adfinis the full replacement value of the Equipment as liquidated damages without derogating from any other claim or right of Adfinis against the Customer under these Conditions or otherwise.

11. Exclusions and Limitation of Liability

11.1 To the extent permitted by law, Adfinis excludes all conditions, warranties, terms and consumer guarantees implied by law (including the *Australian Consumer Law*) arising in connection with a supply of goods or services. To the extent permitted by law, Adfinis limits its liability in its discretion to replacing the goods or supplying equivalent goods, or, in the case of services, by supplying the services again. The Customer relies entirely on its own knowledge, skill and judgment in selecting goods which are hired from Adfinis.

11.2 Adfinis standard Terms and Conditions of Trade are imported into and form part of these Conditions except where they conflict. If any conflict arises, these Conditions will prevail to the extent necessary to resolve any such conflict. The Terms and Conditions of Trade are located on Adfinis website WWW.ADFINIS.COM.AU and are part of all Applications for Credit Account.

12. Occupation Health & Safety Act legislation

12.1 The Customer will check all equipment for compliance with the Act and that the Customer has ascertained that the Equipment is suitable for the purpose for which the Equipment is to be used and the Customer has not relied upon any representation or assurance from any Adfinis personnel as to the use of the Equipment. .

12.2 The Customer warrants that it has taken all necessary steps (including tests and examination) on its own behalf and on behalf of Adfinis to confirm that the Equipment is designed and constructed to be safe and without risk to health when properly used and that it has adequate information about the safe and proper use for which the Equipment is designed and tested.

12.3 The Customer hereby indemnifies Adfinis from and against any loss or damage arising from any failure of the Customer to observe the obligations arising under clause 12.1 or 12.2 of these Conditions or the Act (including any prosecution or liability, loss or damage under the Act).

13. Indemnity

In addition to any specific indemnity given in these terms and conditions, the customer hereby indemnifies Adfinis against any claim whether for loss, damage or otherwise which arises in way from these terms and conditions, any breach of these terms and conditions, the Equipment or any use to which the Equipment is put until the Equipment is returned to Adfinis in accordance with these terms and conditions.

14. Duty to Inform



The Customer will inform Adfinis in writing of any fault, malfunction, damage or loss of any Equipment immediately any such fault, malfunction, damage or loss occurs and before returning the Equipment to Adfinis.

15. Conditions Binding in Subsequent Hire Transactions

These Conditions apply to all hire equipment obtained from Adfinis by the Customer whether by telephone order, delivery to unattended site or otherwise.

16. Insurance

The Customer will keep the Equipment insured with a reputable and solvent insurer for its full replacement value until it is returned to Adfinis in accordance with these terms and conditions.