

Earthquip Group Ltd
HIRE CONTRACT TERMS AND CONDITIONS

PERIOD:

- (a) The hire period is reckoned from the date on which the equipment leaves the Company's premise until it arrives there again inclusive thereof. Hireage will be charged from time taken to time returned to Earthquip Group Ltd premise, unless a prior arrangement has been made with Earthquip Group Ltd's Management in writing.
- (b) The hire rate is calculated as per 6 hour day (8am - 5pm) or part thereof. The company will allow a period grace of one hour, without charge (until 9am) on any calendar day for the return of equipment after which time the hirer will be charged another full days hire at the Company's current rate as shown on the website www.earthquip.co.nz
- (c) NO allowance what ever can be made for the time during which the machine is not in use, for any reason, unless special arrangements are made beforehand and confirmed in writing with Earthquip Group Ltd's management. Terms are strictly time out not time used.

Materials:

- (a) The equipment hired is agreed to be as stated here in.
- (b) The hirer must satisfy himself that the equipment is suitable and sufficient of the work to be done, as subsequent exchange of tools etc will entail additional charges .
- (c) The equipment hired by the Company does not purport to be new stock, or equal to new, but when sent out, all items are understood to be in good order for normal foot use at the stated capacity under and ordinary conditions.
- (d) The company will not be responsible for any delays, accidents or damages of any kind, direct or indirect, which arise through defect or breakdowns of equipment hired.
- (e) All items of equipment supplied at the Hirers request additionally to those enumerated will be charged for at the Company's standard hire rates as indicated on its website www.earthquip.co.nz or as documented on the hire agreement.
- (f) The cost of reconditioning items blunted by use or otherwise rendered unfit for further service, without repairs by the Hirer such as concrete breaker steels and the like, will be charged by the Company to the Hirer.

OPERATION:

- (a) Competent drivers or operators must be given charge of plant or tools while in the hirers possession and the hirer must be responsible for all cleaning, lubrication and maintenance of adjustment, and for any damage due to overloading mistakes or neglect in handling etc, during the hire period.
- (b) The hirer must keep the plant in proper working order at his own expense, and pay all costs for replacement or repair required due to fire, theft, accident and loss or otherwise during the hire period.
- (c) The hirer must ensure the driver, or operator, has a current drivers licence and appropriate class for the plant hired.
- (d) I further acknowledge that the hirer and employees have (or have obtained from Earthquip Group Ltd) sufficient knowledge to safely operate the equipment hired.

TRANSPORT:

- (a) The hirer shall pay carriage to and from the Company's premises and is responsible for damages in transit
- (b) Delivery and collection by the Company will be to and from footpath, unless previously arranged.

FUEL,OIL,ETC

To be checked every day before starting up. The Hirer shall provide all petrol, fuel, oil, lubricating oil, cleaning and other materials and labour required for the operations of the whole equipment, and only fuel and lubrication oils approved by the Company shall be used for the same during hire period.

BREAKDOWNS:

The hirer must notify the company immediately of any mechanical breakdown in writing and the date of receipt of such notifications shall be dated from which the hire charges shall be suspended only at Earthquip Group Ltd's discretion.

PROPERTY RIGHTS:

The hirer undertakes to keep the equipment in his possession and control, and free from all legal processes, and that no mortgage, bills of sale, or any legal instrument or private agreement whatever shall be executed whereby any other person other than from Earthquip Group Ltd shall acquire any lien or right whatsoever in connections with the equipment hired. A full copy of the hirers guarantors obligations are obtained in the companies account application form and all of those terms and conditions form part of this hire agreement.

TERMS:

- (a) All items of equipment are required to be prepaid by either cash, eftpos or credit card prior to leaving the companies premix for the expected period of the hire agreement.
- (b) At the end of the expected hire period Earthquip Group Ltd has the right to charge to this hirers credit card any further such charges as they deem fit for a further hire period as indicated to Earthquip Group Ltd staff.
- (c) Account Holders with pre approved accounts are bound by the terms and conditions as per the account application form on the company's website www.earthquip.co.nz
- (d) Accounts will be subjected to a credit limit as pre approved by Earthquip Group Ltd management.
- (e) Third party costs. The hirer shall reimburse Earthquip Group Ltd all costs or expenses incurred in instruction solicitor and or debt collection agency to recover any amounts over due for payment and such costs and expenses shall bear interest plus GST at the rate of 2% per month until full and final settlement of the outstanding balance.

INSURANCE:

Insurance is at hirers risk except where is agreed with Earthquip Group Ltd. If no insurance documentation is provided by the hirer a surcharge of 10% insurance will be charged to the hirer. This 10% cover does not include panel or glass damage. Evidence of insurance by way of cover note must be received by Earthquip Group Ltd before hire commences. The hirer is responsible for the \$10,0000 excess on insurance claims, along with the down time incurred while the machine is under repair, this will be calculated until such time as the machine is fully operational.

CONDITIONS:

- (a) The Company reserves the right to inspect the equipment at any time, and to terminate the hire forthwith if the equipment is not being used and maintained as provided above, or if the agreed conditions and terms or payment are not strictly complied with by the hirer.
- (b) The company undertakes no liabilities what ever in respect of third party or similar risks or for personal injury, or for consequential damage of any kind.
- (c) The hirer shall keep the equipment under his own control, and employ it solely in his work and will not permit it or any part therefore to be used by any other party for any other work whatsoever.
- (d) On termination of the hire the Hirer shall deliver the equipment, complete with accessories, clean and in good order as delivered. FAIR WEAR AND TEAR EXPECTED: to the company.
- (e) Unless agreed in writing to the contrary, the acceptance by the Hirer of any goods on hire from the Company shall in itself constitute an acceptance of the above terms and conditions, and the charges on the accompanying hire agreement form, or acknowledge of order.

- (f) Health and Safety Employment Act 1992 - the hirer having control of the equipment is deemed to be the person who controls a place of work for the purpose of this act, and as such must take all practical steps to ensure that people on or near the equipment are not harmed (refer section 16)