



Maximise Your Reliability, Minimise Your Costs

GENERAL CONDITIONS FOR RENTAL OF PLANT

1. DEFINITIONS:

- (a) The 'Owner' is Prestige Universal Mining Pumps referred to as PUMP and includes their successors, assigns or personal representatives.
- (b) The 'Renter' is the Company, Firm, Person, Corporation or Public Authority taking the Owners plant on rent and includes their successors or personal representatives.
- (c) 'Rent Fees' means the Owners charges to the Renter for rent of the Plant.
- (d) 'Plant' covers all classes of plant, machinery, equipment and accessories thereof which the Owner agrees to rent to the Renter.

2. AVAILABILITY OF PLANT:

The plant is offered subject to being available to the Owner when the Renters acceptance of the Contract is received by the Owner.

3. THE RENT PERIOD:

The rent period shall commence on and include the date of consignment of the plant from the Owners shipping point to the Renter, or Renters agent, including any public carrier taking same for transit to the Renter.

The rent period shall end on and include the date of actual delivery of the Plant to the Owner, or at any other equidistant point if instructions to do so are given by the Owner.

4. CALCULATIONS OF RENT CHARGES:

The Renter shall pay rent for the entire rent period on each item listed on the Hire Quote at the fees therein stipulated and on the following basis:

- (a) Monthly rent fees are for a minimum rent period of one month, i.e. from the date of commencement of the rent period up to, but not including the same date in the next calendar month; weekly fees are for a minimum period of one week, i.e. from the date of commencement of the rent period up to, but not including the same day in the following week; daily fees are for the period of twenty-four consecutive hours or less, inclusive of weekends and public holidays falling due within the rent period.
- (b) After the minimum rent period has been realised, the rent payable for a fraction of any succeeding period shall be the proportionate part of the applicable rent fee according to the number of calendar days in such fraction.
- (c) Rent fees shall not be subject to any deduction on account of non-working time of the equipment during the rent period.
- (d) The Owner reserves the right to revise or vary the Rent Rates without notice.
- (e) In the event of any Plant breakdown, rent fees calculated on a daily basis will not be payable provided the Renter notifies the Owner immediately after the Plant ceases to work and provided further that the reason the Plant has ceased to work is not due to negligence or misuse on the part of or attributable to the Renter, its servants or agents.
- (f) Any erection or dismantling of Plant on site will be charged extra to the Contract at the rate specified by the Owner.
- (g) All prices referred to herein exclude any and all local, council, state and federal taxes, stamp duties, assessments and charges levied upon the Plant while in possession of the Renter. The amount of such taxes or duties calculated at the rate prevailing at the appropriate time will be added to such prices.

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5. PAYMENT:

The rent due under this Contract shall be paid monthly or weekly (as the case may be) in advance to the office of the Owner at the address designated above. The rent for the minimum rent period is payable before delivery of the Plant to the Renter or the latter's agent or carrier.

All overdue payments shall bear interest at the rate of one and a half per cent (1½%) per month (18% per annum), without prejudice to the Owner's right, as hereinafter stipulated, to terminate this Contract for non-payment of rent.

6. LOADING, UNLOADING AND TRANSPORTATION

The Owner shall at his own expense load the Plant for transit to the Renter and unload it upon its return and shall pay any demurrage charges accruing at his own shipping and receiving point.

The Renter shall at his own expense do all other loading, unloading, installing, dismantling and hauling, and shall pay any demurrage accruing at his own shipping and receiving point.

The Renter shall pay all transportation charges from and to the Owners shipping and receiving points; provided however that, unless otherwise agreed, the Renter Shall not pay return transportation charges greater than those necessary to return the plant to the point from which it was originally shipped to the Renter.

The Owner may ship the Plant in accordance with his own judgement, if shipping instructions are not furnished on the signing of the present contract.

The Renter shall clean the Plant before it's returned to the Owner. In the event that the Renter fails to return the Plant to the Owner in a clean condition to the reasonable satisfaction of the Owner, the Owner shall be entitled to charge and the Renter shall pay to the Owner a fee for cleaning the Plant.

7. RECALLING AND RETURNING NOTICE:

The Owner may recall any or all of the Plant upon giving seven (7) days written notice to the Renter and, subject to the provisions of General Conditions No. 4 as the Renters obligation to pay rent for a minimum period, the Renter may return any or all of the Plant to the Owner at anytime.

The Owner reserves the right to remove the Plant from the job at anytime when, in the Owners opinion, the Plant is in danger because of strikes or any other condition.

8. MAINTENANCE, OPERATION AND REPAIRS:

The Renter shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Plant, and shall see that the Plant is not subjected to careless or needlessly rough usage, and shall, at the Renters own expense, maintain and ultimately return to the Owner the Plant and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order, fair wear and tear expected. The Renter shall ensure that the Plant is operated by a suitable qualified and certificated operator under and in accordance with the directions of the Owner.

Without limiting the generality of the foregoing, the Renter shall, at the Renters own expense, during the term of this Contract, pay the cost of:

- (a) All power and lubricants required to operate the Plant;
- (b) All repairs required to be made to the Plant in order to keep it in good repair and running order and return to same condition at end of hire period fair wear and tear expected;
- (c) Replacing broken or worn parts; fair wear and tear expected Note: Shot-crete fibres and acidic solutions are not classed as fair wear and tear.
- (d) At the renter's expense, repairs will only be carried out by the owner of the plant at the owner's premises. Unless previously notified and agreed to in writing, Hire equipment proven to have undertaken repairs or contain parts from other suppliers outside of the above guidelines will incur costs at a rate of double the current list pricing.**

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9. SUPPLYING OPERATORS:

Unless otherwise agreed in writing, the Renter shall supply and pay all operators employed on the Plant during the term of this Contract and shall only employ persons who are competent to perform their respective duties. Should the Owner furnish any operators or other workmen, they shall for all legal purposes be constituted the employees of the Renters working at the latter's responsibility and the Renter shall pay them such a salary or wages on the Renters regular pay days and provide them with such travelling expenses, board and lodging as may be agreed upon between the Renter and the Owner. The Renter shall provide and pay for all workmen's compensation assessments and/or insurance and pay all taxes required by law or otherwise applying to such operators and workmen.

10. LOSS AND DAMAGE TO PLANT:

The Renter shall indemnify the Owner against all loss and damage to the Plant during the rent period and the appraisal of any such loss or damage shall be based on the value stated in the Rent Sales Order. Any shortage or damage claimed by either party must be made known in writing to the other party within thirty (30) days after receipt by claimant of the Plant, otherwise any such claim shall be extinguished.

11. LIABILITY OF RENTER:

The Renter agrees to indemnify and save harmless the Owner, his Agents and Employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner, for damages as a result of bodily injury, including death at any time, resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Owner, his Agents, Employees or others.

The Renter hereby renounces all claims which he may have against the Owner for any loss or damage which he may suffer, either directly, by reason of the condition of the Plant or its suitability for the work it may be required to perform. The Renter shall have no right to assert any claims, express or implied, not expressly provided in this contract, or arising under any law statute or otherwise.

12. INSPECTION:

Before the Plant is loaded for transit to the Renter, the latter may have an inspection thereof made by a competent authority and if the Plant is proven not to be substantially in the condition required by this Contract, then the cost of such inspection shall be paid by the Owner.

If the Renter fails to have such inspection made, the Plant shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Renter's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Owner makes no warranty or guarantee whatsoever as to the Plant or its performance.

The Owner shall have the right at any time to enter upon the premises occupied by the Plant and shall be given free access thereto and afforded all necessary facilities for the purposes of inspecting the Plant.

The Owner shall have the right to inspect the Plant at the Renter's shipping point prior to re-shipment and shall be notified prior to such re-shipment and given ample opportunity to make such inspection.

13. TERMINATION OF CONTRACT:

Title to the Plant shall at all times be and remain vested in the Owner and nothing contained in this Contract shall be deemed to have the effect of conferring upon the Renter any right or title whatsoever in or to the Plant, other than that of a Renter. The Renter shall give the Owner immediate notice in case any of the Plant is levied upon or from any cause becomes liable to seizure.

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14. TERMINATION OF CONTRACT:

Should the Renter fail to make any payment for more than thirty (30) days after it becomes due, or have a winding up petition presented against it or be wound up or go into voluntary liquidation or commit any act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment of compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business, or fail to maintain and operate or to return the Plant as provided by this Contract, or violate any other provision hereof, the Owner shall upon the happening of any such event be entitled forthwith to terminate this Contract without notice, re-take possession of the Plant without becoming liable for trespass, and recover all rent due and full damages for any injury to and all expenses incurred in obtaining the return of the Plant.

Should the Owner fail to ship the Plant in substantially the condition stipulated in this Contract, the Renter may, upon giving the Owner three (3) day's notice in writing, terminate this Contract and recover any amount paid by him (it) to the Owner hereunder.

15. INSURANCE:

The Renter shall maintain, at his own expense, All Risks Direct Damage Insurance on the rented plant, and the Renter shall also maintain Liability Insurance to indemnify the Owner for bodily injury or property damage claims, arising out of the use of such plant by the Renter.

This insurance must be maintained from the date of shipment of the plant by the Renter until such plant is returned to the Owner, or delivered to another Renter.

16. BOND:

If requested by the Owner, the Renter, at the latter's own expense, shall furnish a bond satisfactory to the Owner, in an amount equal to the value of the Plant as stated in the Rent Sales Order, to insure the fulfilment of the Renter's obligations under this Contract.

17. SUBLETTING AND REMOVAL:

None of the Plant shall be sublet by the Renter, nor shall he assign or transfer any interest in this Contract, nor remove the Plant or suffer or allow it to be removed out of the State where it was rented without the previous written consent of the Owner.

18. NOTICE:

Wherever the giving of a notice is required by this Contract, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the next juridical day after that on which the notice is posted by registered post with mailing charges prepaid.

19. ARBITRATION:

Should any dispute arise between the parties on any matter or thing arising out of this contract, it shall be referred to a single arbitrator. If the parties fail to agree on the selection of the sole arbitrator, each party shall forthwith appoint an arbitrator, and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by a Judge of the Supreme Court or by the Superior Court.

20. HEADINGS:

The headings of these conditions are for convenience only and shall in no way form part thereof.

21. ACCEPTANCE:

Receipt of official order is deemed as acceptance of the above conditions including PUMP Annexure "A" General Terms and Conditions

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