NATIONAL TRAILER SOLUTIONS PTY LTD
SEMI TRAILER SALES & HIRE

P.O. BOX 602 Rochedale South, QLD 4123 ABN : 91 699 704 197
PHONE: 0499 789 288 Email: admin@nationaltrailersolutions.com.au
WEB: nationaltrailersolutions.com.au

TERMS AND CONDITIONS OF HIRE

1. Definitions

In this agreement:

1.1. "Claims" means any claim by any third person for loss or damage to any property, injury to or death of any person or economic loss arising out of or relating to any or all of the Equipment, any delay or other failure in supplying any services of the Hire Agreement, including without limitation, any defect in or malfunction of any Equipment;

1.2. "Customer and Guarantor Information Form" means the Customer and Guarantor Information Form provided to, and completed by, the Hirer prior to the Hirer hiring the Equipment;

1.3. "Guarantor" means each of the persons named in the Customer and Guarantor Information Form as guarantors both jointly and severally;

1.4. "Hirer" means the person, business, or corporation specified in the Hire Agreement and Customer and Guarantor Information Form hiring from National Trailer Solutions Pty Ltd

1.5. "Terms and Conditions of Hire" means these terms and conditions of hire.

1.6. National Trailer Solutions Pty Ltd. ABN : 91 699 704 197 trading as National Trailer Solutions Pty Ltd.

1.7. "Equipment" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer and specified in the Contract of Equipment Hire and Hire Agreement.

2. Title to Equipment

2.1. The Hirer acknowledges that National Trailer Solutions Pty Ltd. will at all times remain the sole legal owner of the Equipment and the Hirer must not do any act or deal with the Equipment in any way that might prejudice National Trailer Solutions Pty Ltd title in the Equipment.

3. Suitability for Hire

3.1. The Hirer hereby warrants that upon receipt of the Equipment, the Hirer will examine the Equipment and satisfy itself as to the condition and suitability of the Equipment, as well as it's fitness for purpose, and hereby agrees that by accepting the Equipment, the Hirer is deemed to have accepted the Equipment in its current state and satisfied itself of the Equipment's suitability for hire.

4. Hire Contract Documents

4.1. The Hirer hereby warrants that by hiring the Equipment, the Hirer has:

4.1.1. completed and executed a Contract of Equipment Hire Form;

4.1.2. completed and executed a Hire Agreement;

4.1.3. completed and executed a Credit Card Authorisation Form;

4.1.4. read and understands these Terms and Conditions of Hire; and

4.2. The Hirer hereby acknowledges that the Contract of Equipment Hire Form, Hire Agreement, Credit Card Authorisation Form, and these Terms and Conditions of Hire together form a binding contract between National Trailer Solutions Pty Ltd and the Hirer.

5. Hire Period

5.1. The period of Hire will commence on the date and time completed on the Contract of Equipment Hire Form and ends on the earlier of the following to occur:

5.1.1. the date and time specified on the Contract of Equipment Hire Form; or

5.1.2. upon receipt of the Equipment in good working condition free from any damage or defects, fair wear and tear excepted.

6. Hirer's Obligations

6.1. The Hirer must:

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6.1.1. pay all hire and other charges due and owing to National Trailer Solutions Pty Ltd pursuant to the Contract of Equipment Hire, hire agreement and these terms and Conditions of Hire;

6.1.2. use the Equipment in a skilful and proper manner and only for the purposes which the Equipment was designed (including in accordance with any maintenance and operating schedules or directions which may be made available);

6.1.3. ensure the Equipment is operated by an appropriately qualified person at all times;

6.1.4. keep the Equipment in the same condition that it was at the commencement of the Hire Period, fair wear and tear excepted;

6.1.5. not alter, damage or otherwise change the state of the Equipment;

6.1.6. notify National Trailer Solutions Pty Ltd if there is a problem with the Equipment or if the Equipment is damaged in any way;

6.1.7. abide by all local, state and federal laws and regulations applicable to the Equipment;

6.1.8. keep and maintain product and public liability insurance for, and in relation to the use of the Equipment with a reputable insurance company approved by National Trailer Solutions Pty Ltd and provide to National Trailer Solutions Pty Ltd a valid certificate or policy of insurance upon demand.

7. Damage and Loss to Equipment

7.1. If the Equipment is not returned in good repair and working order, fair wear and tear excepted National Trailer Solutions Pty Ltd may at its absolute discretion charge the Hirer for all reasonable costs of restoring the Equipment to good repair and working order, or the replacement cost for Equipment which cannot be reasonably be repaired;

7.2. The Hirer will remain liable for the continuing Hire costs of any damaged or lost Equipment until the Equipment is repaired and returned to National Trailer Solutions Pty Ltd in good working condition or replaced.

8. Insurance

8.1. If the Hirer elects to be responsible for the insurance of the Equipment then:

8.1.1. the Hirer warrants that it has obtained and will continue to maintain, at its own expense, all relevant insurance policies, including but not limited to, insurance for the full replacement value of the Equipment;

8.1.2. the Hirer warrants to provide National Trailer Solutions Pty Ltd with a certificate of insurance upon request being made by National Trailer Solutions Pty Ltd.

8.2. If the Hirer elects for National Trailer Solutions Pty Ltd to be responsible for the insurance of the Equipment then:

8.2.1. in addition to its obligations to pay the Hire costs and any other charges pursuant to the Contract of Equipment Hire, the Hirer will also be required to pay the National Trailer Solutions Pty Ltd insurance excess in the Contract of Equipment hire; and

8.2.2. the Hirer accepts that National Trailer Solutions Pty Ltd is not under any obligation to insure the Equipment and National Trailer Solutions Pty Ltd is entitled in its sole discretion to determine whether to take out insurance over the Equipment; Notwithstanding the above, National Trailer Solutions Pty Ltd may in its absolute discretion elect for the Hirer to be responsible for the insurance of the Equipment, at which clause 8.1 will apply.

8.3.

9. Payment

9.1. The Hirer hereby warrants to make due and punctual payment of all amounts owing pursuant to the Contract of Equipment Hire on the dates and at the times provided for in the Contract of Equipment Hire. If no date and times are provided for in the Contract of Equipment Hire, then the Hirer warrants to make due and punctual payment of all amounts owing pursuant to the Contract of Equipment Hire upon receipt of a valid tax invoice issued to the Hirer by National Trailer Solutions Pty Ltd.

10. Indemnity

10.1. To the maximum extent permitted by law, the Hirer hereby accepts all risks, and indemnifies National Trailer Solutions Pty Ltd against any and all claims, suits, actions, proceedings, costs, expenses, damages

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arising or connected with the Hirer's use of the Equipment.

11. Personal Property Securities Act 2009 (PPSA)

11.1. The Hirer hereby acknowledges that:

11.1.1. the Contract of Equipment Hire either creates or may create a security interest under the PPSA;

11.1.2. the Hirer has received value at the beginning of the Hire Period;

11.1.3. the Hirer has not agreed to postpone the time for attachment of any security interest granted to National Trailer Solutions Pty Ltd under the Contract of Equipment Hire;

11.2. The Hirer hereby agrees and warrants that:

11.2.1. it will sign all documents and do all necessary acts reasonably required by National Trailer Solutions Pty Ltd to enable the registration and continuous perfection of any security interest arising from the Contract of Equipment Hire on the PPSR;

11.2.2. it will not permit any security interest to be created in the Equipment without National Trailer Solutions Pty Ltd

11.2.3. it will not lodge or permit to be lodged a financing change statement or an amendment demand in respect of the Equipment without the lessor's prior written consent;

11.2.4. it must notify National Trailer Solutions Pty Ltd immediately of any change in the hirer's name or other identifying information of the Hirer;

11.3. To the maximum extent permitted by the PPSA:

11.3.1. National Trailer Solutions Pty Ltd does not have to give a notice to the Hirer of any action National Trailer Solutions Pty Ltd takes in accordance with sections 95 or 121(4) of the PPSA;

11.3.2. National Trailer Solutions Pty Ltd does not have to give notice under section 130 of the PPSA;

11.3.3. National Trailer Solutions Pty Ltd does not have to give the details required under section 132(3) of the PPSA;

11.3.4. National Trailer Solutions Pty Ltd does not have to give a notice required under section 135 of the PPSA;

11.3.5. No person can redeem any security interest in the Equipment under section 142 of the PPSA without National Trailer Solutions Pty Ltd prior written consent.

12. Default

12.1. The Hirer is in default of the Contract of Equipment Hire if the Hirer:

(a) fails to make payment of any amounts due and payable under the Contract of Equipment Hire within the timeframes specified;

(b) becomes insolvent or in the case of an individual, bankrupt;

(c) without reasonable cause, wholly or substantially suspends performance of its obligations under the Contract of Equipment Hire;

(d) fails to observe or perform any obligation under the Contract of Equipment Hire.

12.2. If the Hirer is in default of any of the terms of the Contract of Equipment Hire, National Trailer Solutions Pty Ltd may exercise any one or more of the following remedies (whether concurrently or separately):

(a) terminate the Contract of Equipment Hire;

(b) obtain an order for specific performance of the Contract of Equipment Hire;

(c) sue for and recover any amounts due and owing under the Contract of Equipment Hire as a liquidated debt immediately payable on demand;

(d) take possession of the equipment, without demand or notice and without any court order. The Hirer hereby waives any right to claim damages arising as a result of National Trailer Solutions Pty Ltd taking possession of the equipment under this clause;

(e) pursue any other remedy at law or in equity.

The Hirer agrees that all costs incurred by National Trailer Solutions Pty Ltd in recovery of equipment or any monies due and owing as a result of any default by the hirer are to be payable by the Hirer on an indemnity basis. The acknowledgement of these Terms and Conditions of Hire in the Contract of equipment Hire can be relied on as conclusive evidence of the consent of

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the Hirer to any of the above orders and costs.

13. General

13.1. The Contract of Equipment Hire is governed by the laws of the State of Queensland;

13.2. If any term of the Contract of Equipment Hire of these Terms and Conditions of Hire are unenforceable in any jurisdiction, then that term is to be read down in order to be valid and enforceable, or severed from the Contract of Equipment Hire without affecting the validity of any other terms.

14. Guarantee and Indemnity

14.1. At the request of the Guarantor/s, National Trailer Solutions Pty Ltd agrees to enter into the Contract of Equipment Hire with the Hirer on the Terms and Conditions of Hire, subject to the following conditions:

14.1.1. The Guarantor/s hereby agree and warrant to be jointly and severally liable to National Trailer Solutions Pty Ltd for the due and punctual payment of all monies owing under the Contract of Equipment Hire by the Hirer;

14.1.2. The Guarantor/s hereby agree and warrant they will remain liable to National Trailer Solutions Pty Ltd notwithstanding that:

(a) National Trailer Solutions Pty Ltd has exercised any or all of its rights under the Contract of Equipment Hire;

(b) National Trailer Solutions Pty Ltd has not made prior demand upon the Hirer;

(c) National Trailer Soltutions Pty Ltd has offered any indulgence of time or otherwise to the Hirer;

(d) The Hirer has entered into external administration, is insolvent, or in the case of an individual is bankrupt, or has died;

14.1.3. The Guarantor/s hereby agree and warrant that they shall be primarily liable for any amounts due and owing under the Contract of Equipment Hire as if named as Hirer in the Contract of Equipment Hire;

14.1.4. The Guarantor/s hereby agree and warrant that their liability will not in any way be conditional upon the validity or enforceability of the covenants and agreements herein contained against an other person they will remain liable to National Trailer Solutions Pty Ltd until all monies have been paid and all obligations have been satisfied;

14.1.5. The Guarantor/s here by agree and acknowledge that this guarantee and indemnity is a continuing and irrevocable guarantee and indemnity and shall continue until the Guarantor/s is expressly released by National Trailer Solutions Pty Ltd, and shall not be affected by any payment made to National Trailer Solutions Pty Ltd or any payment being avoided in whole or part by operation of any law or any discharge or release granted by National Trailer Solutions Pty Ltd to the Hirer;

14.1.6. This guarantee and indemnity is binding on the Guarantor/s and the Guarantor/s executors, administrators, and successors.