



Loadwise Australia
U3, 18-20 Maryborough St
Fyshwick ACT 2609
0414 619558 or (02) 5105 6122

ABN 50 585 403 504

Equipment Hire: CUSTOMER COVENANTS

The Customer agrees with Loadwise Australia that:

- The equipment shall remain the property of Loadwise Australia.
- The Customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- The Customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or let any other person/persons do so.
- The Customer shall notify Loadwise Australia immediately if any judgement or order is levied against the customer or the property of the customer or is a petition is presented for the liquidation of the customer or a receiver is appointed, or a scheme of arrangement is proposed.
- The Customer shall permit Loadwise Australia to enter the premises where the equipment is located at all reasonable times with 48 hours' notice to inspect the equipment and carry out repairs to the equipment.
- The Customer requires and will use the equipment for business purposes only.
- The Customer accepts full responsibility to guard the equipment against theft, damage and negligence until it has been returned to Loadwise Australia. In respect of theft, damage or loss of equipment the Customer shall advise Loadwise Australia and hire of the equipment shall continue until the item has been repaired by Loadwise Australia, at the customer's expense, or the customer has paid the replacement cost to Loadwise Australia.
- The Customer can elect in the Hire agreement to pay an additional \$40 damage waiver fee that insures the goods from damage provided the product is returned to Loadwise Australia.
- The Customer indemnifies Loadwise Australia for any loss or damage arising out of the use of the goods and caused by the customer's acts or omissions, be they intentional, negligent, or accidental
- The Customer shall immediately notify Loadwise Australia in the event of the breakdown of the goods and shall not undertake any repairs on the equipment without the consent of Loadwise Australia.

OVERDUE ACCOUNTS

Loadwise Australia may charge the Customer bona fide reasonable costs including the cost of any bank fees for dishonoured cheques, collection agency, solicitor or other legal or accounting costs incurred in the collection of monies overdue. A charge of 5% per week (7 days) on total amount owing will be applied for all payments overdue as per Invoice terms.

WARRANTY

Loadwise Australia warrants that each item of equipment hired is of merchantable quality and fit for the purpose for which it was designed and undertakes to repair or replace equipment, which has failed due to defects in material or workmanship.

LIMITATION OF LIABILITY

The Customer acknowledges that it has not relied upon any statement by Loadwise Australia in respect of the Customer's purpose for the utilisation of the equipment and that Loadwise Australia is not responsible or liable for the failure of that equipment to perform for the purposes required neither by the Customer nor for any loss or damage alleged to have arisen from delay in delivery, malfunction, or failure of any equipment.

Hire Rates: Not Including GST

| Qty | Equipment Hired: | Individual Hire Price |
|-----|------------------------------|-----------------------|
| 1 | Riken GX -3R 4 x GAS MONITOR | \$75.00 per day |

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|-----------------------|--|
| Customer Name: | |
| Customer Address: | |
| Customer Telephone #: | |

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|--|--|-------------|-----|
| Date of hire | | | |
| Credit Card Details | | Expiry Date | CCV |
| | | | |
| Customer Signature & date accepting terms of hire: | | | |

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|---------------------------|--|-----------------|--|
| Date of Return: | | Time of Return: | |
| Loadwise Aust. Signature: | | | |