

MASTER HIRE AGREEMENT

This is an agreement between AG & Earth Pty Ltd ABN (54 168 787 031) (**AG & Earth**), and the Hirer identified in the *Application for Commercial Credit Account and Master Hire Agreement (Credit Application)* or the Hirer Identification and Master Hire Agreement (**Cash Identification**) (as the case may be). This document states the terms on which AG & Earth will hire Plant to the Hirer now or in the future.

1. Definitions

1.1. In these Conditions:

- (a) "**Commencement Date**" means the date and time when the Hirer takes possession of the Plant.
- (b) "**Plant**" means equipment including any kind of equipment suitable for Agricultural Work, Vegetation Management, Turf Renovation, Ground Clearing, Earth Moving, Construction and Corporate Hire including but not limited to Tractors, Mowers, Mulching / Slashing Equipment, Excavators, Dump Trucks, Loaders, Water Trucks, Compactors, Air Compressors, Tippers and all other tools, consumables, accessories and parts.
- (c) "**Hire Charge**" means the amount shown in (or calculated in accordance with) the Hire Schedule payable by the Hirer to hire the Plant.
- (d) "**Hire Period**" means the period between the Commencement Date and the Termination Date.
- (e) "**Hire Schedule**" means a document which AG & Earth may require the Hirer to sign (or accept in a way AG & Earth requires) including particulars of Hirer, Plant and Hire Period and such other information as AG & Earth may decide to require.
- (f) "**Termination Date**" means the date and time when the Hirer must return the Plant to the possession of AG & Earth.

2. Agreement to Hire and Hire Period

- 2.1. If the Hirer wishes to hire Plant the Hirer must compete and sign (or otherwise accept in the manner required by AG & Earth) a Hire Schedule and such other documents as AG & Earth may require.
- 2.2. AG & Earth agrees to rent and the Hirer agrees to take the Plant on hire for the Hire Period in accordance with the terms of this document and the Hire Schedule. Any alterations to the Hire Period must be approved by AG & Earth in writing prior to the Termination Date.
- 2.3. Unless otherwise agreed by AG & Earth, the minimum Hire Charge shall be for a period of four hours.
- 2.4. The Hirer acknowledges that AG & Earth has rights to the Plant and in any circumstances title of the Plant shall not pass to the Hirer.
- 2.5. Each Hire Schedule is not a separate contract but forms a part of this agreement, together with any other contractual documents. AG & Earth may in its absolute discretion decline to hire Plant to the Hirer at any time.

3. Hire Charges

- 3.1. The Hirer shall make payment of the hire of the Plant in accordance with the rates specified in the Hire Schedule. AG & Earth in its sole discretion may charge on a daily rate, weekly rate, monthly rate basis (or any other basis).
- 3.2. In the event that the Hire Charge is not completed on the Hire Schedule, the standard rates published by AG & Earth, which can be accessed at AG & Earth's premises, shall apply.
- 3.3. Depending on the duration of the Hire Period and the amount of time the Hirer uses the Plant during the Hire Period, additional charges may apply. If the Hire Period is for a duration of:
 - (a) five days or less, and the Plant is used in excess of eight hours on any day, then the Hirer must pay AG & Earth additional charges calculated on a pro rata basis for each additional hour or part thereof at the daily rate;
 - (b) for a duration of one month or less, and the Plant is used in excess of 40 hours in any five day week (Monday to Friday), then the Hirer must pay AG & Earth additional charges calculated on a pro rata basis for each additional day or part thereof at the weekly rate;
 - (c) for a duration of greater than one month, and the Plant is used on more than 28 different days, then the Hirer must pay AG & Earth additional charges calculated on a pro rata basis for each additional week or part thereof at the monthly rate.
- 3.4. Where meters are mounted on the Plant they may be used by AG & Earth to determine the time the Plant was in use by the Hirer unless otherwise stated in the Hire Schedule. A Hire Charge based on hourly use shall be calculated for part of an hour. Where the meter is found not to be working either during or at the Termination Date then AG & Earth will estimate the hours used and the onus is on the Hirer to prove otherwise.
- 3.5. The Hire Charge does not include cartage, fuel, blade wear, tip-wear (rippers, cultivators, etc.), as set out in the current product information available on the AG & Earth website, www.agrigroup.com.au (AG & Earth Website) or at AG & Earth's registered premises, along with all saleable and consumable items.
- 3.6. In addition to the Hire Charge, the Hirer shall pay:
 - (a) for any consumables, fuel or trade materials;
 - (b) for any replaceable parts of Plant such as (but not limited to) 'teeth' and cutting edges on buckets, chisels on rock breakers, tynes, rippers, blades, flails, coulters disks and ground engaging wear points which in the sole discretion of AG & Earth has undergone rapid wear as a result of the Hirer's use;
 - (c) for any reasonable costs incurred by AG & Earth to remedy the breach of the Hirer's obligations including but not limited to cleaning and repairing of the Plant upon return;
 - (d) any applicable levies, fines penalties and any other government charges arising out of the Hirer's use of the Plant during the Hire Period; and
 - (e) The Theft and Damage Waiver charge (if agreed in the Hire Schedule).
- 3.7. AG & Earth may amend the Hire Charge or any related charges payable under a particular Hire Schedule by giving the Hirer at least seven (7) days notice in writing before the change occurs. In the event, notice is given advising that the Hire Charge will be increased, the Hirer may, at its cost, return the Plant to AG & Earth, or request that it be collected by AG & Earth, before the increase in the Hire Charge commences.
- 3.8. The Hirer acknowledges and agrees that where the Hire Period exceeds a period of two calendar months then in the event of the Hirer purporting to terminate this agreement before the Termination Date the Hirer shall pay to AG & Earth liquidated damages calculated in either of the following manner to be decided at the sole discretion of AG & Earth:
 - (a) 20% of the whole of the Hire Charge paid or payable by the Hirer to AG & Earth from the Commencement Date to the date of the said purported termination it being agreed by the parties that having regard to the length of the period of hire such liquidated property reflect the reasonable losses of AG & Earth in the event of early termination; or
 - (b) Such sum being the whole of the Hire Charge.
- 3.9. In the event that the Hirer also hires an operator of the Plant the hire charges of the operator in accordance with the Hire Charge specified in the Hire Schedule and the charge out rate as specified in the Hire Schedule per operator, and will be charged by the hour.

4. Payment of Hire Charges

- 4.1. Except where AG & Earth dispenses with this requirement, a deposit and/or bond as specified in the Hire Schedule shall be paid by the Hirer to AG & Earth by the Commencement Date.
- 4.2. Trade Customers must make payment of the invoice issued by AG & Earth within 30 days of the date of the statement. Invoices will be issued on a monthly basis.
- 4.3. Hirers that are not Trade Customers must make payment of the invoice issued by AG & Earth prior to the Commencement Date.
- 4.4. In the event of default by the Hirer in the payment of any amount due, the Hirer shall be liable to pay interest on the gross amount outstanding at the rate of 2.00% per month calculated daily from the date on which payment was due until the date on which payment is received in full.
- 4.5. For Trade Customers, credit may not be extended on overdue accounts at AG & Earth's discretion.
 - (a) In this clause:
 - (b) Where any Supply under this agreement is or becomes subject to a GST an amount equal to the GST paid or payable in respect of the Supply shall be added to the consideration for that supply under this agreement and must be paid at the same times.
 - (i) The expression "GST" means any tax in the nature of a tax on the supply of goods and services;

- (ii) The expression "Supply" means any form of supply whatsoever and includes any supply within the meaning of any legislation imposing or relating to the imposition of a GST.
- (c) Each party agrees to do all things, including providing invoices and other documents necessary to assist the other party to claim any credit, set-off or refund of any GST paid or payable under this agreement.

5. Responsibilities of Hirer

5.1. The Hirer must:-

- (a) Prior to entering into this agreement determine, using the Hirer's sole judgment, the condition, suitability and fitness of the Plant for the purpose for which the Hirer requires the Plant;
 - (b) Use the Plant in a skilful and proper manner and only for the purpose and within the capacity for which it was designed;
 - (c) Ensure that the Plant is operated by a suitably qualified and (where necessary) licensed operator and used within its rated capacity;
 - (d) **Comply at its own expense, with all industrial and occupational health and safety laws, both state and commonwealth, which may apply to the Plant.**
 - (e) Prior to entering into this agreement, take out at its own cost and maintain for the Term policies of insurance for third party and public liability, indemnity cover of not less than the full new replacement cost of the Plant, and any other policies which may be directed by AG & Earth from time to time;
 - (f) Provide all operators of the Plant with appropriate and prudent safety clothing and equipment and all manuals and instructions (written and oral) for the safe operation of the Plant;
 - (g) At its own expense, clean, fuel, lubricate, check water and oil and keep the Plant in good condition;
 - (h) Not undertake any repair, servicing, alteration, modification or tampering with the Plant without the prior written consent of AG & Earth.
 - (i) Not alter or make any additions to the Plant, including, without limitation, alter, make any additions to, deface or erase any identifying mark, plate or number or any clock, or meter.
 - (j) Acknowledge that pre-arranged major servicing may be carried out by AG & Earth during normal working hours during the Hire Period;
 - (k) Replace all flat and/or damaged tyres or tracks;
 - (l) Store the Plant safely and securely and protected from theft, damage, seizure or loss;
 - (m) In the event that any repair or servicing appears necessary to the Plant the Hirer shall:
 - (i) Immediately cease using the Plant;
 - (ii) Take all steps necessary to prevent injury occurring to any persons or property as well as to the Plant;
 - (iii) Advise AG & Earth immediately, initially by telephone and forthwith thereafter in writing (by facsimile transmission or by email); and not repair or attempt to repair the Plant.
 - (n) Accept full responsibility for, and indemnify AG & Earth against all claims in respect of death or injury to persons, and/or loss or damage to property, arising out of the delivery, use, servicing, storage or possession of the Plant during the Hire Period however arising, whether from negligence of the Hirer or any other person including, without limitation, where the Plant is being operated for any reason by AG & Earth, its servants or agents;
 - (o) Retain possession of the Plant at all times and shall not, without AG & Earth's prior written consent, part with the possession of the Plant or in any way assign the benefits of this agreement or the use of the Plant to any third party;
 - (p) Accept responsibility and fully reimburse AG & Earth for the cost of freight to retrieve Plant which AG & Earth (in its sole discretion) deems to be abandoned or is not being properly safeguarded; forthwith on request by AG & Earth advise AG & Earth of the whereabouts of the Plant and allow AG & Earth (its agents, servants or contractors) to inspect and test the Plant and for such purposes the Hirer hereby gives irrevocable consent and license to AG & Earth (its servants agents and contractors) to take possession of and remove the same and as agent of the Hirer, enter upon any premises where the Plant or any part of the same may be; and
 - (q) On termination of this agreement, ensure that the Plant is in the same clean condition and good working condition as at Commencement Date.
 - (r) Pay to AG & Earth all or any costs and expenses incurred enforcing AG & Earth's rights and the Hirer's obligations hereunder including, but not limited to, any cheque fees, any legal fees and disbursements incurred by AG & Earth for any court proceedings taken against the Hirer by AG & Earth.
- 5.2. In the event that the hire includes the hire of an operator to operate the Plant, the Hirer acknowledges that:
- (a) The operator will be under the Hirer's direction and control and will comply with all reasonable and lawful directions of the Hirer;
 - (b) AG & Earth will not seek to direct or supervise any of the work being undertaken by the operator;
 - (c) AG & Earth will not be liable for any acts or omissions of the operator provided that the operator is acting under the Hirer's direction and control; and
 - (d) The Hirer must not allow any other person to operate the Plant without AG & Earth's prior consent.

6. Loss of or Damage to Plant

- 6.1. In the event that the Plant breaks down or becomes unsafe to use during the Hire Period, the Hirer must immediately notify AG & Earth, cease using the Plant and shall not repair or attempt to repair the Plant. The Hirer must also ensure that the Plant will not suffer further damage and that no person or property will be injured as a result of the damage to the Plant.
- 6.2. In the event that the Plant is lost or stolen, the Hirer must immediately notify AG & Earth and the police if appropriate.
- 6.3. The Hirer accepts full responsibility for any loss or damage occurring to the Plant (other than damage arising as a consequence of a negligent act or omission by AG & Earth) for the Hire Period. The cost of any replacement or repairs resulting from loss or damage will be payable by the Hirer. The Hirer shall notify AG & Earth immediately if the Plant is lost or damaged and shall forthwith follow any reasonable request by AG & Earth relating to AG & Earth's enquiries into the loss and/or damage to the Plant.
- 6.4. Without limiting the generality of clause 6.3, the Hirer will be liable for the full cost of repairs to or the replacement of the Plant where the loss or damage has been caused by:-
 - (a) Misuse abuse, or overloading including overloading of motors or any other part of the plant;
 - (b) The Plant not stored in a safe place;
 - (c) Contravention of the conditions of this contract;
 - (d) Violation of any law or regulation;
 - (e) Damage to tyres and tubes by punctures or cuts;
 - (f) Lack of lubrication or other routine servicing by the Hirer;
 - (g) Loading, using, loading, unloading transporting the Plant on or over water, wharves, bridges or vessels of any kind;
 - (h) Damage caused by exposure to any corrosive substance;
 - (i) Negligence of the Hirer where the Hirer has failed by intent or lack of due care to take all responsible precautions to protect the Plant from loss or damage;
 - (j) Consumption of alcohol and/or drugs;
 - (k) Loss or damage to tools, grease guns, hoses electric cords and all other similar accessories;

7. Theft and Damage Waiver ('TD Waiver')

7.1. Subject to clause 7.2 and 7.3 below, if the Hirer:-

- (a) Indicates in the Hire Schedule that it wishes to take the benefit of the TD Waiver; and
- (b) Has paid to AG & Earth the Damage Waiver Fee (as detailed in the Hire Schedule), and
- (c) In the event of theft or damage,

- (i) Promptly reports the incident to the police and provides AG & Earth with a copy of the report; and
 - (ii) Cooperates with AG & Earth.
- Then AG & Earth agrees to waive any claim which AG & Earth may have against the Hirer for the cost of repair or replacement of Plant up to a maximum of \$10,000. The Hirer is liable to AG & Earth for the cost of loss or damage to Plant for an amount exceeding \$10,000. AG & Earth recommends that the Hirer takes out and maintains, for the duration of the Hire Period, adequate insurance.
- 7.2. Notwithstanding the operation of the TD Waiver in clause 7.1, the Hirer is always liable to AG & Earth for any excess on any insurance claim made by AG & Earth in respect of any theft or damage.
- 7.3. The waiver does not apply to loss or damage:
- (a) Caused as a result of the Hirer's breach of a clause in this agreement or has been caused by the Hirer's negligent act or omission;
 - (b) Caused as a result of the Hirer failing to take reasonable precautions to protect the Plant and mitigate against any loss or damage to the Plant;
 - (c) Caused to the Plant in violation of any law or by misappropriation or wrongful conversion of the Plant by the Hirer;
 - (d) Resulting from misuse, abuse, overloading, or exceeding the rated capacity or improper servicing or repairs of the Plant by the Hirer;
 - (e) Caused by the exposure of the Plant to corrosive substances, salt water or toxic materials;
 - (f) To accessories including (but not limited to) air conditioning, hoses, batteries, cables, lights, cabin, glass, battery, gas cylinder, fork tyres and seat;
 - (g) Occurring while the Plant is being transported over water or otherwise in transit including loading and unloading; or
 - (h) Arising in circumstances where a claim has been made by or against a third party.

8. Exclusion of Warranties

- 8.1. Subject to this agreement and any express provisions contained herein all guarantees, conditions, warranties, terms, undertakings, or representations whether express or implied (by statute or otherwise) is excluded to the maximum extent permitted by law.
- 8.2. Nothing in this agreement excludes restricts or modifies any right or remedy or any guarantee term condition warranty undertaking inducement or representation implied by any legislation which cannot be excluded or limited.
- 8.3. Where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation which cannot be excluded, ("Non-Excludable Provision"), and AG & Earth may limit the Hirer's remedy for a breach of the Non-Excludable Provision, then AG & Earth's liability for breach of the Non-Excludable Provision is limited to (at AG & Earth's election)
 - (a) In the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
 - (b) In the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- 8.4. AG & Earth shall not be liable for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Hirer have incurred, amounts that the Hirer is liable to its customers for or any loss suffered by third parties.
- 8.5. The Hirer is liable for and will indemnify AG & Earth against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against AG & Earth and any environmental loss, cost, damage or expense) in respect of personal injury, damage to tangible property, or a claim by a third party, in respect to this agreement. The Hirer's liability under this indemnity is diminished to the extent that AG & Earth's breach of the agreement causes the liability, claims, damage, loss, costs or expenses.
- 8.6. Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this agreement.
- 8.7. AG & Earth shall not be liable to the Hirer for any acts or omissions of any person supplied by AG & Earth where that person is acting under the Hirer's direction and control during the Term and shall be indemnified against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

9. Signatory's Warranty as to Agency from Hirer

- 9.1. Where this agreement is signed by a person on behalf of the Hirer (but the signatory is not the Hirer named in the schedule on the first page of this agreement):
 - (a) The person signing the agreement warrants to AG & Earth that he or she has the full authority of the Hirer to enter into this agreement; and
 - (b) The person signing this agreement on behalf of the Hirer shall remain personally liable hereunder until all obligations of the Hirer have been fully met or any monies due hereunder by the Hirer to AG & Earth have been paid; and
 - (c) The person signing this agreement on behalf of the hirer acknowledges that AG & Earth enters into this contract in reliance upon the warranty given in clause 9.1(a) and the acknowledgment of personal liability set out in clause 9.1(b) hereof.

10. Personal Property Securities Act ('PPSA')

- 10.1. This clause applies to the extent that AG & Earth's interest in respect of a hire provided for in this agreement is a "security interest" for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in this agreement include references to amended, replacement and successor provisions or legislation.
- 10.2. AG & Earth may register any actual impending or likely security interest. The Hirer may not make any Claim against AG & Earth in respect of any registration even if it is determined that AG & Earth should not have registered a security interest. The Hirer must do anything (such as obtaining consents and signing documents) which AG & Earth requires for the purposes of:
 - (a) Ensuring that AG & Earth's security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - (b) Enabling AG & Earth to gain first priority (or any other priority agreed to by AG & Earth in writing) for its security interest; and
 - (c) Enabling AG & Earth to exercise rights in connection with the security interest.
- 10.3. The rights of AG & Earth under this document are in addition to and not in substitution for AG & Earth's rights under other law (including the PPS Law) and AG & Earth may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it AG & Earth's security interest will attach to proceeds.
- 10.4. To the extent that Chapter 4 of PPSA applies to any security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this agreement in respect of all goods to which that section can be applied: section 95 (notice of removal of accession to the extent it requires AG & Earth to give a notice to the Hirer); section 96 (retention of accession); section 121(4) (notice to grantor); section 125 (obligations to dispose of or retain collateral); section (notice of grantor); section 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires AG & Earth to give a notice to the Hirer); section 129(2) and 129(3); section 132(3)(d)(contents of statement of account after disposal); section 132(4)(statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).
- 10.5. To the extent they apply, the following provisions of the PPS Law; section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral) confer rights on AG & Earth. Hirer agrees that in addition to those rights, AG & Earth shall, if there is default by Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that AG & Earth may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or license.
- 10.6. The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law. This waiver also extends to any verification statement in respect of security interests arising or provided for under security agreements prior to the date of this agreement.
- 10.7. AG & Earth and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to

- ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to AG & Earth the benefit of section 275(6)(a) and AG & Earth shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.
- 10.8. The Hirer must not dispose or purport to dispose of, or create or purport to create or permit to be created any "security interest" (as defined in PPS Law) in the Plant other than with the express written consent of AG & Earth. The Hirer must not lease, hire, bail or give possession ("sub-hire") of the Plant to anyone else unless AG & Earth (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to AG & Earth and must be expressed to be subject to the rights of AG & Earth under this agreement. Hirer may not vary a sub-hire without the prior written consent of AG & Earth (which may be withheld in its absolute discretion).
- 10.9. The Hirer must ensure that AG & Earth is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Plant.
- 10.10. The Hirer must take all steps including registration under PPS Law as may be required
 - (a) Ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - (b) Enabling the Hirer to gain (subject always to the rights of AG & Earth) first priority (or any other priority agreed to by AG & Earth in writing) for the security interest; and
 - (c) Enabling AG & Earth and the Hirer to exercise their respective rights in connection with the security interest.
- 10.11. To assure performance of its obligations under this agreement, the Hirer hereby gives AG & Earth an irrevocable power of attorney to do anything AG & Earth considers the Hirer should do under this agreement. AG & Earth may recover from Hirer the cost of doing anything under this clause 10, including registration fees.

11. Termination of Agreement

- 11.1. AG & Earth may terminate this agreement, without notice, if the Hirer commits any breach of this agreement, or if the Hirer commits any act of bankruptcy, or being a company an application is made or resolution is passed for its winding up, entering into administration or a receiver is appointed to any of its assets, or if any execution or distress shall be levied upon the Plant, or if any judgment against the Hirer shall remain unsatisfied for 7 days or more, or if the Hirer makes an assignment or compromise for the benefit of its creditors, or it ceases to carry on business.
- 11.2. AG & Earth may terminate this agreement at any time for convenience by giving the Hirer 30 days' notice in writing.
- 11.3. Termination of this agreement does not affect any accrued rights or liabilities of either party nor does it affect any provision which is expressly or by implication intended to operate after termination. In particular (but without limiting the generality of the foregoing) all or any monies due and payable hereunder by the Hirer to AG & Earth shall be paid in accordance with the terms and conditions hereof.
- 11.4. Upon termination of this agreement AG & Earth (its agents, servants or contractors) shall be entitled to take possession of the Plant and for this purpose the Hirer hereby gives irrevocable consent and license to AG & Earth (its agents, servants or contractors) to enter upon any land or premises of the Hirer, or any other place (as the agent of the Hirer) where the Plant may be located and the Hirer indemnifies AG & Earth in respect of any claims, damages or expenses made against or incurred by AG & Earth arising out of any action taken under this clause.

12. General

- 12.1. No variation of these conditions shall be binding on AG & Earth unless signed by AG & Earth. The terms in this agreement may be changed by AG & Earth from time to time by AG & Earth giving notice of the change to the Hirer. Notice is deemed given (whether or not actually received) when AG & Earth does any of the following: (a) sends notice of the amendment to the Hirer at any address (including an email address) supplied by the Hirer; (b) publishes the amended terms on the AG & Earth Website; or (c) displays the amended terms at premises from which AG & Earth conducts hire operations.
- 12.2. Any document or notice to given to or served on the Hirer by AG & Earth may be served by leaving it at or posting it to the address of the Hirer stated in the Contract.
- 12.3. If any of the terms or conditions of this agreement is or becomes void or unenforceable for any reason that part shall be severed from these conditions which shall remain in full force and effect.
- 12.4. If there is any conflict between these terms and conditions and the Hire Schedule, then the terms contained in the Hire Schedule shall prevail to the extent of the inconsistency.
- 12.5. This Contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals therefrom.

**Please sign your acceptance below:
(Note: By signing your acceptance you agree to the terms and conditions set out in this Master Hire Agreement)**

| <u>PRINT NAME</u> | <u>SIGNATURE</u> | <u>DATE</u> |
|-----------------------------|------------------|-------------|
| <u>Customer / Applicant</u> | | / / |
| <u>Director</u> | | / / |
| <u>Director</u> | | / / |
| <u>Director</u> | | / / |
| <u>Guarantor</u> | | / / |
| <u>Guarantor</u> | | / / |