

HIRE AGREEMENT TERMS AND CONDITIONS

23 March 2026 Edition

Recitals:

- R1. The owner is the proprietor of the plant and equipment (“equipment”) listed in the schedule to this Agreement (“schedule”).
- R2. The hirer will hire the equipment specified in the schedule from the owner upon the terms and conditions in this Agreement.

Operative Part:

1. Hire of plant and equipment

- 1.1. The hiring of the equipment will commence from the commencement date specified in the schedule and continue for the term specified in the schedule.
- 1.2. The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.
- 1.3. The hirer agrees to return the goods to the address of the on or before the end of the hire period as outlined in the schedule.
- 1.4. The owner will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason.
- 1.5. The Small Plant Hire bulldozer is engaged under a fire contract. In the event of an emergency requiring the utilisation of the bulldozer while it is under contract with an external client, the hire will be promptly terminated, and the equipment will be retrieved. The client will be given the choice to either reschedule the remaining hire duration or receive a refund for any prepaid days of hire that are yet to transpire.

2. Payment for rental

- 2.1. The hirer agrees to pay the owner the hire fee specified in the schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.
- 2.2. The hire fee must be paid to Small Plant Hire prior to or on the commencement date of the hire period.

2.3.

3. Use, operation and maintenance

- 3.1. The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.
- 3.2. The equipment shall not be used by anyone other than the hirer without the expressed permission of Small Plant Hire.

- 3.3. The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by Small Plant Hire, with due care and diligence, only for its intended use and in accordance with any manufacturer’s instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.
- 3.4. The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
- 3.5. Machine’s hired on multiday hires must be greased every day with the specified grease.
- 3.6. Strictly no smoking to occur within any of the plant equipment, failure to comply will result in a minimum cleaning fee of \$280 + GST.
- 3.7. A single-day hire encompasses 8 hours of equipment usage. Any additional hours beyond the initial 8 hours will incur an additional minimum charge at a rate of \$75 + GST per hour. Please request quote for machine specific hourly rate.
- 3.8. The hirer shall ensure the equipment is returned to Small Plant Hire clean of soil or any other foreign matter and any spray tanks and spray equipment shall be thoroughly cleaned. A cleaning fee of minimum \$120 + GST will apply if the machine is returned with a dirty condition.
- 3.9. Fuel tanks on any equipment shall be full of fuel when the equipment is returned to the owner. In the event that these requirements are not complied with the hirer shall pay the owner the reasonable costs of compliance with these requirements.

4. Hirer’s warranties

- 4.1. The hirer warrants that:
 - 4.1.1. The equipment will be used in accordance with the conditions outlined in the schedule;
 - 4.1.2. The particulars in the schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - 4.1.3. The hirer holds a valid current driver’s licence, operating licence or permit valid for the type of equipment hired;
 - 4.1.4. The equipment will not be used for any illegal purpose;
 - 4.1.5. The hire’s vehicle is suitable for towing the equipment;
 - 4.1.6. The hirer will not, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
 - 4.1.7. The hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer’s purpose.

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5. Indemnity

5.1. To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

6. Loss, damage or breakdown of plant and equipment

6.1. The hirer will be financially responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period, including but not limited to;

6.1.1. When operating any equipment with a cab, the door must remain closed at all times, failure to do so may result in destruction of the door and the hirer will be financially responsible for the replacement/repair costs.

6.1.2. Damage caused to the tracks of any tracked machine during the duration of the hire will result in the hirer being liable for replacement/repair costs.

6.1.3. Track derailment will result in a repair fee if deemed to be as a result of misuse of the machine.

6.1.4. The 4in1 bucket, on any machine, is to be used for loose materials only i.e. soil, stones, crushed rocks etc. and strictly not to be used as a grapple/log grab/to lift concrete and other materials of those natures.

6.1.5. Under no circumstance is the hire to use any of Small Plant Hire's machine or equipment to push over trees.

6.2. If there is a breakdown or failure of the equipment, then the hirer shall return the equipment to the owner at the hirer's expense and the hirer shall not attempt to repair the equipment.

6.3. No attachments to be used on machine unless attachment were supplied by Small Plant Hire.

6.4. Additional charges will apply if machine is being used on paved surfaces i.e. asphalt/concrete.

7. Insurance

7.1. The owner will maintain current insurance policies in respect of the equipment to its full insurable value.

8. Liability

8.1. The hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.

9. Disclaimer

9.1. To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

10. Title to goods

10.1. The hirer acknowledges that the owner retains title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer does not

have any right to pledge the owner's credit in connection with the goods and agrees not to do so.

10.2. The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.

11. Repossession

11.1. The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.

11.2. If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

12. Completion of the hire period

12.1. The hire period is completed when the equipment has been returned to the owner:

12.1.1. in the same condition as when it was hired; and

12.1.2. on or by the date and time outlined in the schedule.

13. Non-merger

13.1. The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

14. Severance

14.1. If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

15. Governing Law

15.1. This Agreement is governed by the laws of Victoria. Each part submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this Agreement.

16. Interpretation

16.1. In this Agreement, unless the context otherwise requires:

16.1.1. A reference to the singular includes the plural and vice versa; and

16.1.2. A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;

16.1.3. A reference to an individual shall include corporations and vice versa; and

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16.1.4. If a word or expression is defined, its other grammatical forms have corresponding meaning.

16.2. In this Agreement, headings are for convenience only and do not affect interpretation.