

PLANT & EQUIPMENT HIRE AGREEMENT

S3B INVESTMENTS PTY LTD T/A S3B MACHINES

TERMS AND CONDITIONS OF HIRE

1. HIRE AGREEMENT TERMS OF HIRE

1.1) In this agreement, unless the context otherwise requires: a Hire Agreement is formed on the provision of a Hire Schedule to You by S3B Machines (the 'Hire Agreement'). The Hire Agreement applies to all Equipment hired by You.

1.2) The Hire Agreement consists of, in order of precedence:

- (a) these Terms and Conditions of Hire
- (b) The Hire Schedule; and
- (c) any special conditions specific to the type of equipment You have hired.

1.3) Any terms or conditions contained in documents supplied by You (including purchase orders or job sheets) do not form part of, or vary, this Hire Agreement unless S3B Machines expressly agrees in writing.

2. OUR HIRE COMMITMENT TO YOU

2.1) S3B Machines agrees to:

- (a) Hire the Equipment to You for the Hire Period;
- (b) provide the Equipment to You in good working order; and
- (c) subject to this Hire Agreement, allow You to exclusively use the Equipment during the Hire Period.

3. HIRE PERIOD

3.1) The Hire Period commences at the beginning of:

- (a) when You take possession of the Equipment; or
- (b) if You request delivery, the time S3B Machines delivers the Equipment to the address outlined in the Hire Schedule or another address advised by You.

3.2) The Hire Period ends when the Equipment is returned, inspected, and off-hired in our HirePOS Management system and is back in S3B Machines' control or possession.

3.3) The Hire Period includes weekends and public holidays.

3.4) A Minimum Hire Period may apply to certain items. If specified or advised at hire, You must pay all Hire Charges for the Minimum Hire Period even if the Equipment is returned earlier.

4. HIRE RATES AND CHARGES

4.1) You must pay the Hire Charge set out in the Hire Schedule. The Hire Schedule will specify the rate that applies to You and the method of calculation.

4.2) You will be charged for the full Hire Period. Hire Charges and any additional charges continue to accrue until the Equipment is off-hired in accordance with clause 3.2.

4.3) S3B Machines may review and adjust rates periodically with notice. If You do not accept the new rate, You must return the Equipment; continued use constitutes acceptance.

5. ADDITIONAL CHARGES

5.1) In addition to the Hire Charges, You agree to pay:

- (a) delivery, collection, installation, or Decommissioning Charges as detailed in the Hire Schedule, noting additional charges may apply if **(i)** timing is delayed by You or outside normal hours; **(ii)** the site is beyond 25 km of our branch; or **(iii)** cancellation occurs within 24 hours of the agreed time
- (b) any consumables, fuel, or trade materials that are supplied by S3B Machines;
- (c) refueling where Equipment is returned that required fuel;
- (d) excess hourly charges if non-static Equipment is used more than 12 hours per day;
- (e) cleaning/repair charges if Equipment is not returned clean and in good working condition;
- (f) charges for pumping out waste tanks or refilling water/fuel tanks;
- (g) any applicable government charges, levies, fines, duties, and GST;
- (h) applicable surcharges for credit card payments; **(i)** an environmental charge relating to the Equipment;
- (j) fees for operational guidance or training where requested and provided;
- (k) charges connected with administration of Your account;
- (l) increased Hire Charges where third-party sourced equipment or specification enhancements are requested;
- (m) reasonable charges if S3B Machines cannot inspect or maintain the Equipment during normal hours; and
- (n) if applicable, the **LTD Waiver Fee** (see clause 13).

5.2) If S3B Machines has agreed to collect the Equipment, it must be ready at or before the time Your hire commenced on the due day. Otherwise, additional Hire Charges may apply.

6. PREVENTATIVE MAINTENANCE

6.1) S3B Machines will manage a **preventative maintenance program (PMP)** for its Equipment.

6.2) You must allow S3B Machines to access the Equipment during business hours for inspection and maintenance. Additional charges may apply for access outside business hours.

6.3) For Equipment at a Long Distance Location, a per-kilometre charge to and from the site may apply (first 50 km each way excluded).

6.4) Where multiple items are at the same Long Distance Location, only one **call-out fee** is charged for scheduled PMP.

6.5) If the Equipment breaks down at a Long Distance Location due to misuse, accident, or circumstances not caused by S3B Machines, You must pay the reasonable costs of attendance, travel, or recovery in addition to other payable amounts. Where the breakdown is due to fair wear and tear or S3B Machines' fault, no attendance costs will be charged.

7. PAYMENT

7.1) All hires are payable 14 days upfront prior to equipment release unless otherwise approved in writing.

7.2) Hire Charges are exclusive of GST. If GST is payable, the recipient of the supply must also pay the GST amount upon receipt of a valid tax invoice.

7.3) Where required by law, S3B Machines may deduct or withhold amounts from payments and remit them to the relevant authority.

7.4) If You do not pay an amount by the due date, S3B Machines may charge interest on the outstanding balance and recover reasonable

costs (including agency commissions and legal costs) incurred in recovering unpaid amounts.

7.5) S3B Machines may deduct any amounts payable by You against amounts payable by S3B Machines to You.

7.6) You are not entitled to set-off or withhold payment. Any invoice disputes must be raised within 14 days of the invoice date.

7.7) S3B Machines does not agree to Recipient Created Tax Invoices or bespoke invoice formats unless agreed in writing.

8. YOUR OBLIGATIONS TO US

8.1) This Agreement is personal to You. You must not allow any other person to use, re-hire, or possess the Equipment without S3B Machines' written consent.

8.2) Before taking delivery, You must be satisfied as to the suitability and condition of the Equipment. S3B Machines gives no warranty of fitness for Your intended purpose.

8.3) If the Equipment is broken, damaged, or defective on delivery/collection, You must notify S3B Machines within 24 hours.

8.4) You must:

(a) use the Equipment only for its intended purpose and per manufacturer instructions;

(b) operate safely and lawfully and store the Equipment securely;

(c) ensure operators are competent, appropriately qualified/licensed, and wear suitable PPE, and are not under the influence of drugs/alcohol;

(d) conduct risk assessments as required by law or good practice;

(e) display and follow safety signs and instructions;

(f) clean, fuel, lubricate, and keep the Equipment in good condition;

(g) If applicable, empty any waste or water tanks before return.

(h) ensure safe loading, securing, and transport in accordance with laws and guidelines.

8.5) You must not:

(a) alter, modify, tamper with, damage, or repair the Equipment without consent;

(b) deface or remove identification marks, plates, or safety notices;

(c) Do not remove or tamper with tank caps, drain plugs, or safety seals, and ensure all remain securely fitted upon return.

(d) remove the Equipment from the hiring State/Territory without consent;

(e) Do not use or transport the Equipment offshore, through mining or tunnel sites, in areas containing asbestos or other hazardous materials, or across water, unless S3B Machines has given prior written consent.

8.6) You warrant compliance with Environmental Laws and must rectify any breach caused by Your use.

8.7) You must ensure the Equipment is not contaminated by hazardous substances (including asbestos), promptly notify risks, and decontaminate where required, or pay replacement cost if not capable of decontamination.

8.8) Electrical Equipment is tested and tagged before hire. During the Hire Period, You must arrange re-testing/tagging as required or pay S3B Machines to do so. You are liable for damage caused during re-testing/tagging by You.

8.9) If S3B Machines supplies an Operator at Your request, the Operator works under Your direction/control, and S3B Machines is not liable for their acts/omissions while under Your direction. No other person may operate the Equipment without consent.



9. OWNERSHIP OF THE EQUIPMENT

9.1) S3B Machines owns the Equipment and retains title at all times. Your rights are as bailee only.

9.2) You must not sell, assign, sub-let, charge, mortgage, pledge, or otherwise create or grant any security or interest over the Equipment.

9.3) The Equipment always remains personal property of S3B Machines and does not become a fixture or form part of any building, land, or site where it is used or installed.

9.4) S3B Machines may supply Equipment owned by a third party; title remains with that third party.

10. PPSA

10.1) This Agreement constitutes a security agreement and a purchase money security interest (PMSI) for PPSA purposes.

10.2) You agree to do all things S3B Machines considers necessary to perfect and maintain the security interest, including signing documents and providing information.

10.3) You waive rights to receive certain PPSA notices to the extent permitted by law and agree sections 96 and 117 do not apply.

10.4) Neither party will disclose information of the kind mentioned in section 275(1) PPSA except as permitted by law.

11 RETURN OF EQUIPMENT

11.1) You must return the Equipment clean and in good working order, fair wear and tear excepted.

11.2) If not properly cleaned/decontaminated, cleaning charges apply and Hire Charges continue while cleaning is undertaken.

11.3) Return Equipment during ordinary business hours to the branch hired from unless collection is agreed.

11.4) If S3B Machines collects, You must keep the Equipment safe and secure until collection.

12. BREAKDOWN, LOSS, THEFT OR DAMAGE

12.1) If Equipment breaks down, is unsafe, lost, stolen, or damaged, You must:

(a) stop using the Equipment immediately (where unsafe/damaged)

(b) notify S3B Machines with full particulars;

(c) for theft, promptly report to police and provide a written report;

(d) take steps to prevent injury or further damage; and

(e) not repair or attempt repair without written consent.

12.2) Where breakdown/unsafe condition/damage results from fair wear and tear or S3B Machines' act/omission, S3B Machines will repair or replace as soon as reasonably possible at its cost and will not impose Hire Charges for the affected period.

12.3) In all other cases (including loss/theft), S3B Machines will take reasonable steps to repair/replace, and You are liable for recovery, repair, or replacement costs and ongoing Hire Charges during downtime.

13 YOUR LIABILITY TO US - LTD WAIVER

13.1) S3B Machines may offer an optional Loss, Theft & Damage (LTD) Waiver for dry hire customers only. The LTD Waiver is not insurance and is governed by the separate LTD Waiver Terms & Conditions Schedule.

13.2) If the LTD Waiver Fee is paid, liability for loss, theft, or damage may be limited as described for each Equipment item, with the full Scope of Cover detailed in the LTD Waiver Schedule.

13.3) The LTD Waiver will not apply where loss, theft, or damage results from any breach of this Agreement, negligence, misuse, over-loading,

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inadequate clearance, electrical overload, operation in corrosive or harsh environments, vandalism, or damage to wear items such as tyres, tubes, glass, or perspex. The full list of exclusions is set out in the LTD Waiver Schedule.

13.4) The LTD Waiver does not apply if You fail to cooperate and provide required details/evidence of the incident in accordance with requirements set out in the LTD Waiver Schedule.

13.5) You remain liable for Hire Charges during any period the Equipment is unavailable due to loss/theft/damage.

13.6) Indemnity: You indemnify S3B Machines and its related bodies corporate against liabilities arising from personal injury, property damage, or third-party claims connected with Your hire/use or breach, to the extent not caused by S3B Machines' negligence.

14. YOUR INSURANCE

14.1) S3B Machines maintains comprehensive insurance on its equipment but requires hirers to provide proof of public liability insurance where applicable.

14.2) Where You maintain Your own insurance for equipment in Your care, You must provide a current certificate of currency prior to hire and maintain cover for the Hire Period.

14.3) You are solely responsible for premiums, excesses, and any shortfall in insurance proceeds, including Hire Charges payable during downtime.

15. OUR LIABILITY TO YOU

15.1) To the extent permitted by law, S3B Machines' aggregate liability arising out of or in connection with this Agreement is limited to the amount of Hire Charges paid by You under this Agreement.

15.2) S3B Machines is not liable for indirect or consequential loss or for loss suffered by third parties in connection with this Agreement.

15.3) Where a Non-Excludable Provision applies, S3B Machines' liability is limited (at S3B Machines' option) to repair/replacement of goods, supply of equivalent goods, or re-supply of services or payment of the cost thereof.

16 TERMINATION OF HIRE AGREEMENT

16.1) Either party may terminate immediately if the other breaches and fails to remedy within 7 days of written notice, or becomes insolvent or ceases business (subject to Corporations Act rights).

16.2) S3B Machines may terminate immediately in cases of non-payment, misuse, false statements, safety risk, or material breach.

16.3) Termination is without prejudice to any other rights or remedies.

17. RECOVERY OF EQUIPMENT

17.1) If You are in breach or if the Hire Period has ended, S3B Machines may take steps (including entering premises) to recover the Equipment at Your cost, and You consent to such entry to the extent permitted by law.

18. PRIVACY

18.1) S3B Machines complies with the Australian Privacy Principles. We collect, use, and disclose personal information to manage hires, prevent theft, assess credit, provide services, and maintain client relationships. You may access personal information held about You subject to law.

19. CONFIDENTIALITY

19.1) Each party must keep the other's Confidential Information confidential and not disclose it without consent, except as required by law or to professional advisers.

19.2) These obligations do not apply to information that is public other than through breach or is independently developed or obtained.

20. FORCE MAJEURE

20.1) Where a party is prevented from performing non-payment obligations due to Force Majeure, those obligations are suspended while the event continues. The party must use reasonable endeavours to overcome and mitigate effects and resume performance when practicable.

20.2) If Force Majeure continues for 90 consecutive days, either party may terminate on written notice.

20.3) You remain liable to pay Hire Charges for the Hire Period while the Equipment is not in S3B Machines' possession.

21. SECURITY

21.1) If required, You must provide security (e.g., deposit or bank guarantee) within 2 Business Days of receiving the Equipment.

21.2) S3B Machines may have recourse to the security to recover amounts due, damages, and costs, and will return any balance within a reasonable time after off-hire and resolution of claims.

22. REVIEW OF CREDIT APPROVAL

22.1) S3B Machines may review and withdraw credit at its discretion, including where circumstances change or payments are not made on time. If credit is withdrawn, You may terminate by written notice but must pay all amounts due including Hire Charges until the Equipment is returned and off-hired.

23. AUTHORITY

23.1) The person signing/accepting this Agreement warrants authority to bind the Client and indemnifies S3B Machines for loss arising where such authority was not held.

24. PROVISIONS EXCLUDED FROM CONSUMER/SMALL BUSINESS CONTRACTS

24.1) If this Agreement is a Consumer Contract or Small Business Contract, any provision not

permitted by applicable law will not apply to the extent of that inconsistency.

25. CHAIN OF RESPONSIBILITY OBLIGATIONS

25.1) You must comply with Chain of Responsibility Laws for any transport movement, load restraint, and scheduling related to the Equipment and ensure subcontractors are similarly bound.

25.2) You will allow S3B Machines to audit compliance processes and records to ensure appropriate controls are in place.

26. DISPUTES

26.1) A party must not commence proceedings (except for urgent relief) until the dispute resolution process below is followed.

26.2) A party may issue a Dispute Notice setting out particulars. Representatives must meet within 10 Business Days to attempt resolution. If unresolved within 20 Business Days, either party may commence proceedings.

26.3) This clause does not prevent a party seeking urgent interim relief.

27. DEFINITIONS AND INTERPRETATION

27.1 Definitions

In this Agreement, unless the context otherwise requires:

"Agreement" means these Terms and Conditions of Hire together with the Hire Schedule and any special conditions agreed in writing between the Parties.

"Business Day" means a day other than a Saturday, Sunday or public holiday in the State or Territory where the Equipment is hired.

"Chain of Responsibility Laws" means all laws, regulations, and guidelines relating to road transport safety, mass, dimension, loading, speed, fatigue management, and associated obligations under the Heavy Vehicle National Law or equivalent legislation.

"Confidential Information" means all information disclosed by one party to another

that is designated as confidential or which, by its nature, ought reasonably be treated as confidential.

“Consumer Contract” and “Small Business Contract” have the meanings given in the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

“Equipment” means any plant, machinery, tool, attachment, or accessory supplied by S3B Machines to You under this Agreement, including all manuals, parts, and components.

“Force Majeure Event” means an event beyond a party’s reasonable control that prevents or delays performance of its obligations (other than payment), including natural disasters, industrial disputes, war, pandemic, or government action.

“Hire Charges” means the amounts payable by You for the hire of the Equipment as set out in the Hire Schedule and as otherwise payable under this Agreement.

“Hire Period” means the period commencing and ending in accordance with clause 3 of this Agreement.

“Hire Schedule” means the document (whether electronic or paper) provided by S3B Machines setting out the Equipment hired, rates, hire period, and any special conditions.

“LTD Waiver” means the Loss, Theft & Damage Waiver offered by S3B Machines under clause 13 and governed by the LTD Waiver Schedule.

“Long Distance Location” means a location more than 50 kilometres from the nearest S3B Machines branch or depot, unless otherwise agreed in writing.

“Party” means either S3B Machines or You, and “Parties” means both S3B Machines and You.

“PPSA” means the Personal Property Securities Act 2009 (Cth) and associated regulations.

“S3B Machines” means S3B Investment Pty Ltd (ABN 29 162 071 543) and its related bodies corporate, successors, and assigns. “You” / “Your” / “Client” means the person, company, or entity hiring the Equipment as named in the Hire Schedule and includes its employees, agents, and contractors.

“Force Majeure Period” means the period during which performance is prevented by a Force Majeure Event.

“Business Hours” means the ordinary trading hours of S3B Machines’ branch supplying the Equipment, unless otherwise agreed.

“PMP” means the Preventative Maintenance Program operated by S3B Machines under clause 6.

“GST” means the goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“HirePOS Management System” means S3B Machines’ proprietary or third-party hire management system used to record, track, and off-hire Equipment.

27.2 Interpretation

Unless the context otherwise requires:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) A reference to a clause, schedule, or annexure is a reference to a clause, schedule, or annexure of this Agreement.
- (c) Words importing the singular include the plural and vice versa.
- (d) A reference to a person includes a corporation, partnership, trust, or other legal entity.
- (e) References to legislation include all amendments, consolidations, re-enactments, and subordinate instruments.
- (f) “Including” and similar expressions are not words of limitation.
- (g) References to a document include all variations, replacements, and supplements agreed between the Parties.
- (h) If there is an inconsistency between documents forming part of this Agreement, the order of precedence set out in clause 1.2 applies.
- (i) An obligation not to do something includes an obligation to prevent that thing from being done.
- (j) Monetary references are to Australian dollars (AUD).