

**TERMS OF TRADE AGREEMENT**

1. DEFINITIONS in these terms of trade.

- “Keepsafe” means Haylo Enterprises Pty Ltd T/A Keepsafe Roof Rail.
- “Equipment” means items which you hire from us and which are listed on the invoice as well as any tools, accessories, attachments, parts, manuals, instructions, packing and transportation materials left with you, and any substitute and replacement equipment. For the purposes of this agreement the Equipment shall be deemed to be owned by us whether owned by us or not.
- “Bailee” means you to whom possession of the Equipment is entrusted by us without transferring ownership of the Equipment.
- “Commercial” means non-housing works.
- “Domestic” means housing works.
- “STD Hire Period” means the hire period automatically included in the quoted cost. In Domestic applications STD Hire Period is 14 days. In Commercial applications STD Hire Period is domestic 30 days.
- “Dry Hire” means the hire of product without any services such as the installation or dismantling.
- “Agreement” means this Terms Of Trade Agreement and or any other agreement made with Keepsafe such as a quotation.

2. PRICING & HIRING

- Hiring charges and sales prices shall be as specified by us and may be updated from time to time. We may vary them.
- You will be liable for stamp duty, GST and all other applicable taxes, duties, levies, penalties and any other government charges imposed.
- You will be liable for all delivery and collection charges associated with the services or hire as listed in your agreement.
- You will be liable for expenses incurred by us as a result of a breach by you of any of your obligations under this agreement.
- In the case of Dry Hire, unless otherwise agreed in writing, hire charges will commence from the day of delivery or pick up until its return or the agreed termination of the hire period in accordance with Clause 10 or 11.
- In the case of domestic application, unless otherwise agreed in writing, additional hire charges will commence 14 days from the day of delivery or the day after completion of erection if effected by us until termination of the hire period in accordance with Clause 10 or 11.
- In the case of commercial application, unless otherwise agreed in writing, additional hire charges will commence 28 days from the day of delivery or the day after completion of erection if effected by us until termination of the hire period in accordance with Clause 10 or 11.

### 3. TERMS OF PAYMENT

- Unless otherwise agreed in writing by us you will pay the full invoice amount by the due date on the invoice.
- Unless otherwise stated in an agreement, the initial invoice includes the Standard Hire Period.
- If the hiring continues beyond the Standard Hire Period, you will pay ongoing daily hire. We may render invoices to you at the commencement or completion of the hire period or periodically throughout the hire period.
- The only discounts available to you shall be those agreed in writing by us. If you breach any of these conditions then any discount on any unpaid invoice is automatically revoked and the full price is payable for all hire charges from that time onwards.
- If you do not pay the amounts due by the due date a late payment fee of 10% per month may be imposed. In addition you will be liable to indemnify us for all expenses and legal costs incurred by us as a result of your failure to pay an amount due to us under these terms of trade by the due date.

### 4. PROPERTY

- At all times the Equipment remains the property of Keepsafe and your rights to use the equipment are as Bailee only.
- Neither the payment of compensation nor any other circumstances or event shall amount to or result in the transfer of property or other interest in the Equipment to you the Bailee.
- We may inspect the Equipment at any time during the hire period. You shall admit or procure our admission to the premises where the Equipment is situated.

### 5. LOSS OF AND DAMAGE TO HIRED EQUIPMENT

- Subject to clause 9, if the equipment is lost stolen or damaged during the hire period, and until the equipment is returned or collected by us after the issue of an off-hire number, you will be liable:
  - (i) For any costs incurred by us in cleaning, repairing or replacing the Equipment.
  - (ii) For any other costs whatsoever incurred by us as a result of the loss, theft or damage to the Equipment.
- If the Equipment is lost, tampered with or is damaged you must stop using it immediately and notify us of the details in writing, so that it can be inspected and rectification work can be carried out if required. You must take all necessary steps to prevent injury to any person and all property as a result of the condition of the Equipment. You MUST not repair or attempt to repair the Equipment.
- We undertake to take all reasonable steps to promptly repair damaged or faulty hired Equipment or substitute and replace it if available but will not be liable if we elect not to repair, replace or substitute Equipment.
- If the faulty condition or loss of the equipment is caused other than by our negligence, or breach of any of the terms of this agreement, you will pay us for the cost of all repairs and pay hire charges until the hired Equipment is repaired or if the damage is irreparable or if the equipment is lost, you pay us the cost of replacement.
- If we are required by any relevant authority, or are requested by you or we decide to salvage the Equipment then you must pay us the salvage costs.

6. HIRER'S OBLIGATIONS You must:

- Pay us all hire and other charges which you are liable to pay by the due date.
- Notify Keepsafe as soon as you are finished with the equipment.
- Not delay off hiring of equipment to allow any other person or entity to use or have possession of the Equipment during the hire period.
- Use the Equipment safely and strictly in accordance with all laws and only for its intended use.
- In the case of dry hire, ensure persons erecting the Equipment are suitably instructed and competent in its safe and proper use and where necessary hold a current certificate of competency.
- Display, maintain and draw attention to safety signs and instructions (as required by law), ensure that instructions are observed and signs are not removed or defaced.
- Ensure that no persons using the Equipment are under the influence of non-prescribed drugs or alcohol.
- Conduct an inspection of all Equipment prior to using it.
- Ensure that during the Hire period, and until the Equipment is collected by us after the issue of an off-hire number, the Equipment is stored safely and securely and is protected from theft and seizure.
- Where we are to erect the Equipment, you are to ensure the site is cleared and ready for the erection of the Equipment and that the foundations upon which we are to erect the Equipment are suitable in every way to safely carry the Equipment and the load to be put on it without subsidence. You are liable to us for and must indemnify us against any loss, costs or damages that we may suffer or incur due to your failure to comply with this obligation.
- Regardless of who is to erect the Equipment, you will be fully responsible for the safekeeping of the Equipment and must comply at your own expense with all laws, ordinances and regulations that may affect the Equipment while it is in your possession or being used by you including, in particular, any occupational health and safety laws.
- Where you erect the Equipment, erect it in accordance with the requirements of the law.
- While we, by our servants or agents may advise you on our understanding of legal requirements, we accept no responsibility to acquaint you with them. We accept no responsibility for advice that we may give you about those requirements including if that advice is given negligently. You are responsible to fully acquaint yourself with those requirements.
- Give any local or other authorities the necessary notices of your intention to erect a scaffold or use any part of the Equipment and pay all fees in connection therewith. You shall obtain and keep in force any licenses or permit needed to use the Equipment and in particular, but without limiting the generality of the foregoing, if you erect the Equipment you must ensure that the erection is effected by a person with the necessary qualifications to do so.
- Use the Equipment in a skillful and proper manner.
- Not erect any of the Equipment or affix it to any land or buildings in such a manner as to make it legally a fixture forming part of the freehold.
- Not sell, assign, mortgage, sublet, land, part with possession of all or any part of the Equipment or otherwise deal with any of it, or let any other person use, dispose or otherwise deal with any of it in any way which is inconsistent with our rights of ownership and these conditions nor remove the Equipment from the site where it is initially erected without our prior consent.

## 7. RELEASE AND INDEMNITY

- Except as provided in Clause 8, you assume all risk of loss, damage or injury to person or property by reason of the condition of the Equipment or the use, management, control or operation thereof and you release us from and indemnify us against all claims, loss, damage, liability or injury sustained by us, or any of our agents or employees whether the claim is made by you, a third party or any of our employees or agents, arising in any way out of this agreement including your use of the Equipment whether caused by our negligence or the negligence of our agents or employees, or otherwise.
- We will not be liable to you or to your servants or agents for any damages, suits actions, claims and demands of every description whatsoever and however arising directly or indirectly from representations, warranties, terms and conditions, expressed or implied (except in so far as statutory conditions and warranties cannot be excluded by any relevant legislation), use, maintenance, transport, operation of the Equipment or otherwise and whether resulting from our negligence or our servants or agents or otherwise.

## 8. WARRANTIES

- Where we are to erect the Equipment, we warrant that we will erect it in accordance with the requirements of relevant laws, regulations and standards.
- To the extent which any law permits, all conditions, terms and warranties which are not expressly contained in this agreement are hereby excluded our liability under any conditions and warranties implied by law shall be limited to the cost of resupplying the Equipment (and if the Equipment is for hire, for the same period as the period of hire described in this agreement) including the cost of any erection provided for in this agreement. You may not make any claim against us for the loss of profit, consequent or indirect damage or loss to nay property of injury to any person arising from any breach of any implied conditions and warranties.

## 9. DAMAGE WAIVER

- Upon payment of a damage waiver fee by you we will be responsible for the cost of repairs and/or replacement of the Equipment (to a maximum equaling the invoice value) due to loss or damage occurring during the hire period and until the Equipment is collected by us after the issue of an off-hire number.
- This clause in no way entitles you, or implies the availability of compensation from us for any liability incurred by you in relation to the Equipment.
- This clause will not continue to operate after the has been off hired or removed from site.
- This clause will not apply to loss or damage arising from:
  - Breach of any laws or regulations relating to the use of the Equipment;
  - Misuse, abuse, willful or malicious use, negligent, careless or reckless use, overloading orexceeding rated capacity of Equipment;
  - Theft of the Equipment;
  - Failure to reasonably secure the Equipment against theft;
  - Loss or damage due to mysterious disappearance;
- You are not required to pay a damage waiver fee if you produce to us
  - written acceptance of financial liability for any soiled, damaged or lost Equipment or part there of.

- a Certificate of Currency for an appropriate policy of insurance for damage to or arising from the hire of the Equipment in an amount not less to the full new replacement cost of all the Equipment.

## 10. TERMINATION

- We may immediately terminate this agreement either verbally or in writing if you do not make all payments on the due date; do not fulfill all your obligations hereunder; become bankrupt or insolvent or enter into any Deed of Arrangement or composition with your creditors, or suffer execution to be issued against you, or being a Company if you go into liquidation. If we do terminate this agreement, you forfeit all money already paid to us; we may repossess the Equipment and for that purpose, enter any premises where the Equipment may be; and we can recover from you any money you have not paid and any damages we suffer as a result of your breach of these conditions.

## 11. TERMINATION OF HIRE

- We may at any time and in our sole discretion immediately terminate the hire period either verbally or in writing whereupon you shall immediately make the Equipment available to us for collection.
- You may terminate the hire period by:
  - Delivering the Equipment during normal working hour to us.
  - Notifying us that the Equipment is available for collection, provided that you keep the Equipment safe and secure until collection by us. When notifying us that the Equipment is ready for collection you must obtain an "off hire" number, failing which you will be taken not to have notified us that the Equipment was ready for collection.
- Upon termination of the hire period we may take possession of the Equipment and for this purpose you irrevocably appoint us as your agent and authorize us to enter upon any premises where the Equipment is situated or where we have any reason to believe that the Equipment may be situated and to disconnect, dismantle and remove the Equipment whether or not it is affixed to land or premises, connected to property or equipment not owned by us, in use by you or any other person or containing property not owned by us.

## 12. INSURANCE

- You must at your expense maintain all appropriate policies and insurance in respect of the Hired Equipment including but not limited to insurance;
  - For damage to or arising out of the hire of Equipment in an amount not less than the full new replacement of the Equipment.
  - For third party and public liability risks in respect of the hire or use of the Equipment by you in an amount not less than \$10 million.

## 13. SALE OF EQUIPMENT

- We do not sell our equipment.

## 14. MISCELLANEOUS

- These conditions shall replace and supersede all other terms and conditions of trading, if any, previously in force between you and us and no variation of these conditions shall bind either party unless confirmed by us in writing.

- This agreement comprises the entire agreement between us.
- No waiver by either party of a breach or non-performance of any term, condition or obligation under this agreement shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition or obligation. Any waiver must be in writing. Where a party consists of more than one person, their liabilities and the liabilities of their respective legal personal representatives shall be joint and several.
- Any officer, employee or agent of yours who agrees to this document or any receipt or other document in connection with the delivery or erection of the Equipment purportedly on your behalf may be taken by us as having the full authority to accept and agree to this agreement on your behalf and you shall not repudiate such authority. Where this agreement is agreed to on behalf of any corporation or alleged corporation, the person so warrants to us that he has full authority to do so and those persons shall be personally liable under the provisions hereof should you deny you are the hirer of the Equipment or if that corporation shall not in fact exist.
- If any of these conditions or part thereof become void or unenforceable for any reason then that part shall be severed from these conditions so that all parts which are not void or unenforceable shall remain in full force and effect and be unaffected by any severance of other parts.
- We may assign or sub-contact our rights and obligations under this agreement without notice to you.
- Any notice or invoice by these conditions to be served may be served by us by emailing to a nominated email address or by leaving it at or posting it to your address as last notified in writing by you to us and shall be deemed to have been served at the time of emailing, leaving or, if posted, on the business day following the day of postage and any notice may be signed by a manager, director or solicitor of ours on our behalf.
- Termination of the hire period shall not affect any of these conditions that are expressed or implied to operate or have effect after termination. Termination shall be without prejudice to any right or action already given to you or us in respect of any breach of these conditions by the other party.
- A statement in writing signed by any director, secretary or credit manager of ours of the amount due or owing by you as at the date mentioned in such statement shall be prima face evidence that such amount is due and owing without it being necessary to produce any books or vouchers to verify the same.
- Any credit accommodation granted may be withdrawn at any time for any reason without notice.
- The laws of the state of QLD govern this agreement and each party submits to the exclusive jurisdiction of the Courts of QLD.
- You acknowledge that we have not (nor any person acting on our behalf) made any representations or other inducements to you to enter into this agreement and that you have not entered into this agreement in reliance on any representation or inducements (including in relation to the use of the Equipment) except for those representations or inducements contained in this agreement.
- An administration charge may apply to all invoices.
- Charges will apply for additional administration that is not part of the standard invoicing procedure.