

**National Tank Hire Pty Ltd - ACN 154 472 492 trading as -
PETRO HIRE - GENERAL CONDITIONS OF HIRE OR RENT**

1. HIRE AGREEMENT

These Terms of Hire, together with:

- (a) any Trade Application You completed and submitted to us;
- (b) any Guarantee You completed and submitted to Us;
- (c) each Hire Contract provided to You by Us, whether signed or not; and
- (d) any Special Terms specific to the type of Equipment You have hired make up the hire agreement (the "Hire Agreement") between you and us

It is important that You read and understand all of the terms and conditions of the Hire Agreement before hiring from Us. If You have any questions please ask Us.

2. DEFINITIONS

"90-day Bank Bill Swap Rate" means the rate compiled from time to time by the Australian Financial Markets Association.

"Consequential Loss" means any indirect or consequential loss or damage however caused including, (a) loss of (or anticipated loss of) use, production, revenue, income, profits, business and savings or business interruption whether or not the indirect or consequential loss or damage was foreseeable or foreseen; and (b) any liability of a person or any other person, or any claim brought against the person by any other person, and any other costs or expenses in connection with the liability or claim.

"Environmental Laws" means any statute, regulations or other laws made or issued by a regulatory body or government regulating the environment including without limitation the use or protection of the environment.

"Equipment" means any of Our equipment available for hire.

"Expected Off Hire Date" means the date You advised Us at the commencement of the hire that You would no longer require the Equipment.

"Guarantee" means any guarantee required in the Hire Proposal.

"Hire Period" means for Equipment specified in a Hire Schedule the period described in clause 4.

"Hire Contract" means the document provided by Us to You which defines the hire quotation and offer, including but not limited to the Equipment, any other applicable charges the Expected Off Hire Date and the address for delivery of the Equipment.

"Manufacturer" means the manufacturer of the Equipment.

"Off Hire Date" has the meaning set out in clause 5.5.

"PPSA" means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 13 have the respective meanings given to them in the PPS Act: collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.

"PPS Act" means the Personal Property Securities (PPS Leases) Amendment Act 2017 (Cth) (as amended).

"Regulatory Authority" means any public authority or government agency responsible for the performance of electrical works.

"Trade Account" means You have properly completed and submitted a Trade Application to Us and We have approved You for an account with Us.

"Cleaning Fee" has the meaning set out in clause 13.

"We/Us/Our" means National Tank Hire (ABN 98 154 472 492).

3. OUR HIRE COMMITMENT

We agree to hire You the Equipment and will provide the Equipment to You in good working order.

4. THE HIRE PERIOD

4.1 The Hire Period begins when, either:

- (a) You take possession of the Equipment; or
- (b) if You request delivery and collection of the Equipment, the time We deliver the Equipment to the address you provide to Us in the Hire Contract whichever occurs first.

4.2 The Hire Period is for an indefinite term and ends when the Equipment is back in Our custody and possession.

4.3 The Hire Period includes weekends and public holidays.

5. HOW WE CALCULATE YOUR HIRE CHARGES

5.1 You will pay Us for the hire of the Equipment at the hire charge rates set out in the Hire Contract.

5.2 The Hire Contract will specify the type of rate which will apply to You and the method of calculation.

5.3 You will be charged for the hire of Equipment for the full Hire Period.

5.4 You will continue to incur hire and other charges after the Expected Off Hire Date if You have not returned the Equipment to Us by the Expected Off Hire Date.

5.5 You must notify Us that the Equipment is available for collection by no later than the time of day at which Your hire commenced (e.g. if Your hire commenced at 10am, then You must notify Us by no later than 10am on the Off Hire Date), otherwise We reserve the right to charge an extra day of hire charges.

6. OTHER CHARGES

In addition to hire charges, You agree that You will be required to pay:

- (a) if You require Us to deliver, collect or install the Equipment, the cost of delivery, collection or installation, as detailed in the Hire Contract;
- (b) any stamp duty or GST arising out of this Hire Agreement;
- (c) if You request site instruction or training on the use of the Equipment, the cost of these services at rates agreed with Us;
- (d) if applicable, The Cleaning Fee charged as determined and set out in clause 13 of these Terms of Hire.

7. PAYMENT

7.1 You must pay all fees, charges and costs that become due and payable under this Hire Agreement within 7 days of the date of the invoice, or agreed on an individual customer basis (number of days) by completion of our company account application.

7.2 If You do not pay the invoice in full by the payment due date, We reserve the right to charge, in addition to any other costs recoverable under this Hire Agreement:

- (a) interest, calculated monthly, on the total outstanding balance. The interest rate used to calculate the interest payable for the month is the 90-day Bank Bill Swap Rate published on the first business day of that month plus 2%; and
- (b) any costs and expenses (including any commission payable) incurred by Us in recovering any unpaid amounts under this Hire Agreement.

8. ACTS OF GOD

8.1

(a) neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

(b) During the hire agreement no weather or natural disaster will warrant a stand down period unless expressly agreed to by both parties as defined in the Hire Contract.

9. YOUR OBLIGATIONS

9.1 You must not allow nor authorise any other person or entity to use, re-hire or take possession of the Equipment at any time.

9.2 You and Your employees, agents and contractors must:

- (a) operate the Equipment safely, in strict accordance with all laws, only for its intended use and in accordance with the Manufacturer's instructions;
- (b) ensure persons operating Equipment are suitably trained on its safe and correct use and qualified to use the Equipment;
- (c) wear suitable clothing and protective equipment when operating the Equipment as required or recommended by Us or the Manufacturer;
- (d) ensure that no persons operating the Equipment are under the influence of drugs or alcohol;
- (e) ensure that no persons carry prohibited or dangerous substances in or on the Equipment; and
- (f) display all safety signs and instructions (as required by law), and ensure that all instructions and signs are observed by operators of the Equipment.

9.3 Equipment Care and Maintenance

You must:

- (a) clean, fuel, lubricate(if required) and keep the Equipment in good condition under Our reasonable instructions at Your own cost;
- (b) monitor and replace any filtration consumables as required at Your own cost;
- (c) not modify, tamper with, damage or repair the Equipment without Our prior written consent
- (d) not remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Equipment.

9.4 During the Hire Period, You must secure the Equipment protected from theft, loss or damage.

9.5 You will allow Us to enter Your premises and inspect the Equipment during the Hire Period when We have given You acceptable prior notice.

9.6 Whilst You are moving the Equipment, You must ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and Manufacturer's guidelines. You (or any contractor You engage) must observe any safety directions advised by Us and/or the Manufacturer of the Equipment to ensure its safe loading and handling.

9.7 Any electrical Equipment provided by Us will be tested and tagged before it is hired to You, but You are responsible for arranging the re-testing and re-tagging of any electrical Equipment in accordance with the Manufacturer's instructions and the applicable Australian Standard(s) and Regulatory Authority requirements at Your cost. We are able to arrange for such re-testing and re-tagging of the electrical Equipment at Your cost.

10. REMEMBER, WE OWN THE EQUIPMENT

10.1 You acknowledge that We own the Equipment and in all circumstances We retain title to the Equipment (even if You go into liquidation or become bankrupt during the Hire Period). Your rights to use the Equipment are as a bailee only.

10.2 You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Equipment in any way.

10.3 In no circumstances will the Equipment be deemed to be a fixture.

11. RESPONSIBILITY FOR THE EQUIPMENT

You are responsible for the Equipment for the Hire Period.

12. RETURN OF EQUIPMENT

12.1 It is Your responsibility to return the Equipment in good working condition to the Petro Hire approved location You received it from during normal business hours, always notifying us beforehand so that safe unloading can be arranged.

12.2 You must ensure the Equipment is kept safe and secure until the time of collection.

12.3 You will return the Equipment empty of any product or dangerous goods.

12.4 You will return the Equipment washed of any excess dirt or working grime.

13. CLEANING FEE

13.1 A minimum cleaning fee of \$650 for cubes and trailers & \$1,350 for Liquitainers + GST will be invoiced in Conjunction with the first months hire charges.

13.2 An assessment of the asset will be made on return and any extraordinary cleaning will be charged.

13.3 You are welcome to have the tank cleaned from a professional tank cleaning organisation that will provide a certificate of cleaning and the cleaning fee will be refunded.

13.4 Any residual material or liquid left in the tank or bund on completion of the hire will be removed and disposed of in an environmentally friendly way, any charges for this service will be passed onto the hirer.

14. RECOVERY OF THE EQUIPMENT

If You are in breach of the Hire Agreement or if the Hire Agreement or a Hire Period has been terminated We may take all steps necessary (including legal action) to recover the Equipment, including entering Your premises to do so. Upon receiving written notice from Us, You expressly consent to Us entering Your premises for the purposes of recovering Our Equipment.

15. EXCLUSION OF LIABILITY

15.1 Notwithstanding anything to contrary in the Hire Agreement

(a) We will not be liable to You, or any third party, for any loss or damage (including but not limited to Consequential Loss) howsoever caused by the Equipment or Your use of the Equipment.

(b) Our liability under or in connection with the Hire Agreement is limited to the resupply of the Equipment.

16. GOVERNING LAW

The Hire Agreement is governed by the laws of the State or Territory of Australia where the Hire Agreement is entered into by the parties and each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.

17. ENTIRE AGREEMENT

The Hire Agreement as defined, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the hire of the Equipment unless agreed in writing by the parties.

18. CLAIM FOR PAYMENT

This Hire Agreement is a claim for payment under the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building and Construction Industry Security of Payment Act 2002 (VIC), the Building and Construction Industry Payments Act 2004 (QLD), the Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry (Security of Payment) Act 2009 (ACT), the Building and Construction Industry Security of Payment Act 2009 (TAS), and/or the Construction Contracts (Security of Payments) Act 2009 (NT).

19. PPSA

19.1 You consent to Us affecting and maintaining a registration on the register (in any manner We consider appropriate) in relation to any security interest contemplated or constituted by this Hire Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment and You agree to sign any documents and provide all assistance and information to Us required to facilitate the registration and maintenance of any security interest. We may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). You waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Equipment.

19.2 You undertake to:

- (a) do anything (in each case, including executing any new document or providing any information) that is required by Us (i) so that We acquire and maintain one or more perfected security interests under the PPSA in respect of the Equipment and its proceeds, (ii) to register a financing statement or financing change statement and (iii) to ensure that Our security position, and rights and obligations, are not adversely affected by the PPSA;
- (b) not register a financing change statement in respect of a security interest contemplated or constituted by this Hire Agreement without Our prior written consent; and
- (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without Our prior written consent.

19.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire Agreement and:

- (a) section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
- (b) section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

19.4 Unless otherwise agreed and to the extent permitted by the PPSA, You and We agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. You waive any right You may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

19.5 For the purposes of section 20(2) of the PPS Act, the collateral is Equipment including any Equipment which is described in any Hire Proposal provided by Us to You from time to time. This Hire Agreement is a security agreement for the purposes of the PPS Act.

19.6 We may apply amounts received in connection with this Hire Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Hire Agreement in any way We determine in Our absolute discretion.

19.7 You agree to notify Us in writing of any change to Your details set out in the Hire Agreement, within 5 days from the date of such change.