



## **UVS PTY LTD CONDITIONS OF HIRE**

### **1. APPLICATION OF TERMS AND CONDITIONS**

The following are the terms and conditions attached to every contract for the hiring of equipment by a Customer from UVS Pty Ltd ("UVS") except where changed in consultation between the two parties.

### **2. RENTAL**

By way of rental for the hire of UVS equipment, the Customer shall pay UVS the rental amount which will accrue from day to day.

### **3. TERMS OF PAYMENT**

Invoices will be issued at the commencement of each new hire period. Invoices are payable as per approved customer terms. For new customers a credit application must be made to UVS. If any rental payments are in arrears after the due date, interest shall accrue at a rate of 1.5% per month, or part thereof, until payment is received.

### **4. PERIOD OF HIRE AND TERMINATION**

The hire commences on the day the equipment is dispatched by UVS or collected by or on behalf of the Customer from UVS's premises, or other premises specified by UVS. By way of mutual agreement, the rental start period may start once the equipment arrives on site. Refunds will not be issued for the early return of equipment. The Customer agrees to reimburse UVS the costs of installation and transport of the equipment from the place of supply to the delivery address. If, at the termination of the contract for hiring, from whatever cause the equipment has not been returned to UVS's premises at the Customer's cost, complete and in good repair and full working order, UVS may make a charge against the Customer until the date of such return calculated by reference to the contract rental.

### **5. ACCEPTANCE OF EQUIPMENT**

Acceptance of delivery of the equipment by the Customer or his agent will be conclusive evidence that the equipment has been examined and found to be complete, in good order and condition, fit for any purpose for which it may be required, and in every way satisfactory.

### **6. DELIVERY**

Delivery dates are quoted without engagement, though reasonable endeavour will be made to adhere to them. In no circumstances shall UVS be liable for delay arising from any cause beyond its control or the control of its servants or agents. It is expressly agreed that UVS shall not be under any liability to the Customer for consequential loss arising as a result of late delivery or of the condition of the equipment or otherwise.

### **7. LIABILITY FOR CLAIMS**

The Customer shall be solely responsible for and hold UVS fully indemnified against any loss, damage or injury (including death) to persons or property occurring in connection with any of the equipment or as a result of the use thereof. UVS shall not be liable for any losses which may arise out of or in connection with the failure of the equipment for whatever reason.

### **8. EXCLUSION OF WARRANTIES**

No condition or warranty whatsoever of any kind has been given by UVS in relation to the equipment and all conditions and warranties thereto whether express or implied whether statutory or collateral hereto or otherwise and whether in relation to the fitness of the equipment for any particular purpose or as to the description, state, quality or condition of the equipment on delivery or at any time are hereby excluded.

### **9. LOSS OF OR DAMAGE TO THE EQUIPMENT AND INSURANCE COVER**

The Customer shall assume the entire risk of loss or damage to the equipment from any occurrence whatsoever from the date of shipment to the date of return to UVS's premises, and shall provide to UVS an immediate written notice of such loss or damage. In the event of loss the Customer is to reimburse UVS in respect thereof within fourteen days of the occurrence. Accordingly the Customer shall arrange for appropriate insurance cover for the equipment during the whole of the period of hire against all risks and for its full replacement value as new.

### **10. OBLIGATIONS OF THE CUSTOMER**

The Customer shall during the period of hire:-

- (a) Ensure that the equipment is located at the delivery address (or vessel) stated in the customer's order and if removed, notify UVS in writing immediately.
- (b) Ensure that the equipment will be operated properly and by competent persons only.
- (c) At the Customer's expense arrange that the equipment is kept in good repair and condition and maintain and effect all necessary repairs including making good any loss or damage to the equipment due to any occurrences whatsoever (fair wear and tear only excepted).
- (d) Ensure that at the Customer's expense the equipment is properly maintained, overhauled and serviced according to the manufacturer's specifications. Where the manufacturer has on certain standard charges, terms and conditions agreed to provide servicing during normal

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business hours, UVS will use its reasonable endeavors to assist the Customer in obtaining such servicing facilities at the expense of the Customer, if so required by the Customer.

(e) Not assign, sell, mortgage, pledge, let on hire, part with possession, or otherwise deal with the equipment or with any interest therein.

(f) Not re-assign the contract for rental between the Customer and UVS without specific written consent by UVS, and not permit the equipment to be used by any party other than the Customer and its employees.

**11. OWNERSHIP, INSPECTION AND REPOSSESSION**

The equipment is and shall remain the sole property of UVS. The Customer shall permit and grant UVS the right and facilities to enter upon the delivery address at all reasonable times in order to inspect the equipment.

If the Customer shall commit any breach of these terms and conditions and in particular but without prejudice to the generality of the foregoing

(a) if the Customer makes default in any payments of rent

(b) if the Customer commits any breach or non-performance of the Customer's obligations herein

(c) if the Customer ceases to carry on business or abandons the equipment

(d) if the Customer shall become bankrupt or insolvent or (in the case of a corporate body) has a Receiver or Liquidator appointed or

(e) if execution of a Judgement debt or distress is levied against the Customer, UVS may terminate the contract for hire with immediate effect by written notice whereupon, the Customer shall no longer be in possession of the equipment with the consent of UVS, who may then take possession of and remove the equipment, and enter upon the place where the equipment is for that purpose. In such event, the Customer shall be liable to pay a fixed and agreed compensation to UVS equal to all monies remaining due or which would have been due in respect of the Contract of Hire as if the hiring had run its full term. At any time after termination of the hire for any reason whatsoever UVS may without notice retake possession of the equipment and for such purpose enter upon any premises or vessel belonging to or in the occupation or control of the Customer.

**12. DESCRIPTION OF EQUIPMENT**

The description, illustrations, specifications, drawings and material contained in any catalogues, price lists, brochures, leaflets and other descriptive matter represent the general nature of the equipment described therein but do not form part of any Contract of Hire between UVS and the Company and no representation is made as to their accuracy.

**13. LAW**

These Conditions of Hire shall be governed by and construed in accordance with Australian Law.

**14. EQUIPMENT LIST**

Refer to the attached equipment list.

**15. VARIATION TO STANDARD HIRE AGREEMENT**

<b>Signed for and on behalf of</b>  _____	<b>Signed for and on behalf of</b>  UVS Pty Ltd ABN 97 150 810 898
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Signed:</b>	<b>Signed:</b>
<b>Date:</b>	<b>Date:</b>