



Credit Application Form

SECTION 1 – APPLICATION INFORMATION

Company Name:			Trading Name:		
ABN:			ACN:		
Company: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Sole Trader: <input type="checkbox"/>	Trustee: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Nature of Business:			Date Commenced: / /		
Registered Company Address:					
City:		State:		Postcode:	
Postal Address:					
City:		State:		Postcode:	
How long at current address:			Are business premises leased: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Accounts Department Contact:					
Accounts Department Phone:			Email Address:		
Accounts Department Postal Address:					
City:		State:		Postcode:	
	Name of Directors/Partnership or Sole Trader	Residential Address		Date of Birth	
1				/ /	
2				/ /	
3				/ /	

SECTION 2 – CREDIT INFORMATION

Bank Name:					
Bank Address:					
City:		State:		Postcode:	
BSB:			Account Number:		
Annual Sales: \$		No. of Employees:		Credit Limit Requested: \$	

SECTION 3 – TRADE REFERENCES

1. Company Name:					
Contact Name:			Terms of Account:		
Email:		Phone:		Fax:	
2. Company Name:					
Contact Name:			Terms of Account:		
Email:		Phone:		Fax:	

SECTION 4 – ACCEPTANCE OF TRADING TERMS & CONDITIONS

On behalf of the business or individual nominated in this application as the purchaser of services and products from EcoQuip Australia Pty Ltd, I/We being the duly authorised officer hereby apply for the establishment of an account under the attached Credit Terms and Conditions. I/We represent and warrant that the particulars set out



In this application are true and correct. I/We confirm that I/we have read, understood and agree to the Standard Hire Terms and Conditions and the authority to obtain and provide credit information set out therein.

Name:
Position:
Signature:
Dated:

Name:
Position:
Signature:
Dated:

Standard Hire Terms and Conditions

1. Hire Charges

1.1 The Customer must pay the Hire Charges specified in the Hire Contract Date until the earlier of the Hire Completion Date or the date on which the Hire Contract is terminated in accordance with clause 7.

1.2 The Customer must pay in addition to the Hire Charges, unless noted otherwise in the Hire Contract:

- (a) all Mobilisation Costs and Demobilisation Costs;
- (b) all Operating Costs during the Hire Period;
- (c) any taxes, duties (including stamp duty), levies, charges or imposts on or in connection with this Agreement.
- (d) a sum equal to the amount of any goods and services tax (GST) payable by The Supplier on any supplies made by The Supplier under or in connection with this Agreement, calculated by multiplying the GST-exclusive consideration payable for the relevant supply or supplies by the prevailing GST rate;
- (e) any costs or expenses reasonably incurred by The Supplier in enforcing this Agreement as a result of the Customer's breach of the Agreement or in order to return the Equipment to the same condition as at Hire the Start Date (including cleaning costs).

1.3 The Customer must pay all amounts owing under the Agreement within 30 days from the date on The Supplier issued tax invoice. The Customer is not entitled to offset any monies owing to it by The Supplier against monies owing to The Supplier without the express written consent of The Supplier.

1.4 The Supplier may charge the Customer interest calculated on a daily basis and compounded monthly on overdue amounts from the date on which a payment is due to the date of actual receipt of the payment at an interest rate which is 2% greater than the rate published by National Australia Bank or it's successor on commercial overdraft finance facilities in excess of \$100,000 as at the due date of payment.

2. Customer obligations

2.1 The Customer acknowledges the PPSR and that The Supplier retains full title to the Equipment notwithstanding the delivery of the Equipment to, and the possession and use of the Equipment by, the Customer and that the Customer will have possession of the Equipment as a bailee subject to the terms and conditions of this Agreement.

2.2 Risk in the Equipment passes to the Customer on delivery of the Equipment to the Customer and remains with the Customer until the Equipment is collected by or returned to The Supplier. Delivery to the Customer is deemed to occur either when the Equipment is made available to the Customer's nominated carrier for shipment or when The Supplier delivers the Equipment to the Site or other location agreed between the parties, as the case may be. Following delivery of the Equipment to the Customer, the Customer is liable to The Supplier for any and all loss or damage to, or caused by, the Equipment or its operation, all costs incurred in respect of repairing or replacing the Equipment at the full new replacement cost, together with salvage costs and Hire Charges incurred while the Equipment is being repaired or replaced.

2.3 The Customer must ensure that the Equipment is:

- (a) operated only by competent and properly trained personnel who have all of the licences permits and approvals required by law to operate the equipment, are wearing appropriate protective clothing and equipment and are not under the influence of drugs or alcohol;
- (b) operated in accordance with the methods and standards of operation recommended and approved by the Equipment's manufacturer or as required by any relevant Law;
- (c) serviced, maintained, cleaned and repaired according to the manufacturer's specifications and procedures so that the Equipment is at all times in good condition, Solar Panels to be cleaned as per procedure manual;
- (d) returned to The Supplier in the same condition as at the Start Date and as per On Hire report and photos (except for normal wear and tear).
- (e) used only for the general purpose for which it was designed, in suitable terrain and in a manner which has regard to the capacity, capabilities and limitations of the Equipment;
- (f) not removed from the Site without The Supplier's prior written consent;
- (g) not modified without The Supplier's written consent; and
- (h) at all times stored safely and protected from theft, loss or damage.

2.4 If the Equipment breaks down or becomes unsafe to operate, the Customer must immediately stop using the Equipment, ensure it does not sustain any further damage and prevent the Equipment from causing injury, loss or damage to any person or property.

2.5 The Customer must:

- (a) ensure that all safety and operating information supplied with the Equipment is attached to or otherwise kept with the Equipment and brought to the attention of any person using the Equipment;
- (b) not alter, deface, erase or remove any identifying mark, plate or number on or in the Equipment or otherwise interfere with the Equipment,
- (c) must not alter, affix or attach anything to the Equipment without The Supplier's prior written consent;
- (d) maintain any manuals and log books supplied with the Equipment.



2.6 The Customer must comply with all relevant Laws in relation to the use of the Equipment and must not permit the Equipment to be used for any illegal purpose or in any manner that would amount to a breach of any relevant Law.

3. Access and Inspection

The Customer must, upon being given reasonable notice by The Supplier, use its best endeavours to procure that The Supplier and its representatives gain entry to the Site to inspect, maintain and/or repair the Equipment or to repossess the Equipment.

4. Required Insurances – Insurances to be arranged by customer

4.1 Where there is no LTD waiver, the Customer must take out and maintain the below required Insurances with a reputable Insurance Company;

(a) Public and Products Liability

A comprehensive public and products liability insurance policy to cover all sums which the Customer or The Supplier may become legally liable to pay because of;

- i. the death of, or bodily injury (including disease or illness) to, any person; or
- ii. loss of, or damage to, real or personal property (including loss of use), arising out of or in connection with this Agreement. Minimum cover of \$20,000,000 per claim for public liability and \$20,000,000 per claim for products liability insurance.

(b) Motor Vehicle Insurance

Motor vehicle insurance covering vehicle damage, liability for death of or bodily injury to any person and for loss or damage to third party property caused by or arising from the use of all motor vehicles in the performance of this Agreement.

(c) Workers Compensation Insurance

Insurance in respect of all claims and liabilities arising whether at common law or under statute relating to worker's compensation or employer's liability from any accident or injury to any person employed by the Customer in connection with this Agreement.

(d) Transit Insurance

Transit Insurance in respect of the Mobilisation and Demobilisation of the Equipment for an amount not less than its replacement value plus 10%.

(e) Equipment Insurance

Insurance for the Equipment from the time it is delivered up to the time it is returned for an amount not less than its replacement value plus 10%.

(f) Contract Plant and Equipment Insurances

Insurance against any and all Liability and Loss of any kind arising directly or indirectly from the use, non-use, failure, breakage or any other act, omission or matter arising in respect of any plant, tools appliances or other property owned, rented or hired by the Customer and used in connection with the Equipment. Minimum cover of \$10,000,000 per claim.

4.2 The Customer must provide The Supplier with a copy of all Required Insurance policies at the time of delivery of the Equipment.

4.3 All required insurance policies are to have The Supplier as a separate insured in its own right and must contain a clause to the effect that no knowledge, act or omission of the Customer will be imputed to The Supplier or prejudice The Supplier's rights under the policy.

4.4 The Customer must immediately notify The Supplier if any Required Insurance is cancelled or changed in any way.

4.5 Loss Theft Damage Waiver

4.51 Loss Theft Damage Waiver ('LTD Waiver') is not insurance, but is an agreement by Us to limit Your liability in certain circumstances for loss, theft or damage to Our Equipment to an amount called the LTD Waiver Excess. The LTD Waiver Excess is explained below.

4.52 An LTD Waiver Fee will be automatically charged to You in addition to Your hire charges and is set out in Your Hire Schedule as a one off fee on commencement of hire contract.

4.53 You are not required to pay the LTD Waiver Fee if You produce a certificate of currency for an appropriate policy of insurance that covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the full new replacement value of the Equipment. As per Part 1 item 6.0 Required insurances

4.54 Where You have paid the LTD Waiver Fee, We will waive Our right to claim against You for loss, theft or damage to the Equipment if:

- (a) You have promptly reported the incident to the police and provided Us with a written police report;
- (b) You have co-operated with Us and provided Us with the details of the incident, including any written or photographic evidence We require;
- (c) the loss, theft or damage does not fall into one or more of the circumstances set out in clause 4.56; and
- (d) You have paid Us the LTD Waiver Excess.

4.55 The LTD Waiver Excess for each item of Equipment is the amount equal to:

- (a) \$500.00 or (if the replacement cost of the Equipment is less than \$500.00) the replacement cost of the Equipment; OR
- (b) 15% of the cost of the repairs (if the Equipment is partially damaged and can be repaired) OR 15% of the full new replacement cost of the Equipment (if the Equipment is lost, stolen or damaged beyond repair), whichever is greater.

4.56 Even if You have paid the LTD Waiver Fee, We will not waive Our rights to claim against You for loss, theft or damage to the Equipment and LTD Waiver will not apply if the loss, theft or damage:

- (a) has arisen as a result of Your breach of a clause of this Hire Agreement;
- (b) has been caused by Your negligent act or omission;
- (c) has arisen as a result of Your use of the Equipment in violation of any laws;
- (d) has been caused by Your failure to use the Equipment for its intended purpose or in accordance with Our instructions or the Manufacturer's instructions;
- (e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- (f) has been caused by a lack of lubrication or a failure to properly service or maintain of Equipment;
- (g) has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;
- (h) has been caused by the overloading of the Equipment or any components thereof;
- (i) is to motors or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical Equipment;
- (j) is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc;
- (k) is caused by vandalism;
- (l) is to tyres or tubes; OR
- (m) is to glass.



5. Hours of Operation

Hours of operation of the Equipment will be determined as Service Meter Units (SMU's) where applicable. If the factory installed service meter fails it must be replaced within 3 working days within which period operating hours must be recorded by the Customer but in any event, shall not be less than the hours of each shift during which the Equipment is being used. The Equipment must not be used for more than 3 days without a functioning service meter. This does not apply to EcoQuip Australia's Solar equipment.

6. Major Repairs

All Major Repairs not caused or contributed to by the Customer's neglect or a failure to comply with its obligations under this Agreement are the responsibility of The Supplier. However, The Supplier has the right, instead of carrying out such repairs, to replace the Equipment with similar Equipment or alternatively terminate this Agreement in so far as it relates to the damaged Equipment.

7. Termination

7.1 Subject to clause 7.2, this Agreement will terminate when the Customer delivers the Equipment to The Supplier during normal working hours at the end of the Hire Period, or, if The Supplier agrees, when the Equipment is collected by The Supplier. The Customer irrevocably appoints The Supplier as its agent and authorises and licenses The Supplier to enter the Site and repossess the Equipment if the Customer fails to deliver the Equipment upon termination of the Hire Agreement, or at the end of the Hire Period, whichever is the first to occur.

7.2 The Supplier may terminate the Agreement and repossess the Equipment at any time by written notice to the Customer if the Customer is in breach of the Agreement and fails to remedy that breach with 7 days of receiving notice requiring the Customer to do so or the Customer becomes insolvent, enters receivership or administration, or otherwise is unable to pay its debts as they fall due.

7.3 If the Customer fails to return the Equipment when required by the Agreement or within 24 hours of oral or written demand to the Customer, the Customer will be deemed to be in unlawful possession of the Equipment without The Supplier's consent.

8. Warranties & Acknowledgements

Subject to any terms that cannot be excluded, the Customer acknowledges and agrees that:

- (a) it is satisfied with the quality, condition and safety of the Equipment;
- (b) it is satisfied the Equipment is fit for the particular purpose for which the Customer is renting the Equipment and otherwise meets its requirements;
- (c) in deciding to hire the Equipment it did not rely on any representations as to the Equipment's design or suitability for the particular purpose or on The Supplier's skill or judgement or the skill and judgement of anyone for whom The Supplier is responsible;
- (d) it is satisfied that the particular purpose for which the Customer is renting the Equipment is a purpose for which the Equipment was designed;
- (e) The Supplier may grant security over its rights under this Agreement and that neither the execution of such security, nor the exercise by a financier, its agents or a security trustee of any power under such security entitles the Customer to terminate or suspend performance of its obligations under this Agreement; and
- (f) that The Supplier is relying on the warranties and acknowledgements of the Customer in this clause 8 and would not enter into this Agreement but for these Customer warranties and acknowledgements.

9. Claims and Proceedings

Where use of Equipment by the Customer results in any accident, claim, damage or loss, the Customer:

- (a) must as soon as practicable provide to The Supplier a report setting out details of the accident, claim, damage or loss (as the case may be) and any statements, information or assistance (including meeting with the Company's legal advisers) which The Supplier or its insurer may reasonably require;
- (b) must not, without The Supplier's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability; and
- (c) agrees that The Supplier or its insurer may at their own cost bring, defend, enforce, or settle any legal proceedings against third parties.

10. Dispute resolution

10.1 If a dispute or difference arises between the Customer and The Supplier one party requires it to be resolved, that party must promptly give the other party written notice identifying, and giving details of, the dispute or difference.

10.2 Within ten (10) business days of a party receiving the notice referred to in clause 10.1, a delegate of The Supplier and a delegate of the Customer must meet and attempt to resolve the dispute or difference.

10.3 If, within two (2) business days of the first meeting under clause 10.2 the dispute or difference is not resolved, the delegates of The Supplier and the Customer must meet again within a further ten (10) business days and attempt to resolve the dispute or difference.

10.4 If, within twenty (20) business days of the first meeting under clause 10.3, the dispute or difference is not resolved, the chief executive of The Supplier or his nominee and the chief executive of the Customer or his nominee must meet within a further ten (10) business days and attempt to resolve the dispute or difference.

10.5 If the dispute is not resolved in the meeting convened pursuant to clause 10.4, the matter may be litigated.

10.6 Except as provided by clause 10.7, neither party may commence any legal proceedings against the other party, unless the requirements of clause 10 have first been satisfied or the other party has for its part, failed to comply with any of those requirements.

10.7 Nothing in clause 10 prejudices the right of a party to seek injunctive or declaratory relief which may be required in relation to the Agreement.

11. Miscellaneous

- (a) The expiry or termination of the Agreement does not affect the rights, which have accrued before that expiry or termination.
- (b) Time is of the essence in respect of all obligations of the Customer under this Agreement.
- (c) The Supplier may assign or subcontract all or any of its rights under this Agreement.
- (d) The Agreement is governed by the laws of the States or Territories of Australia in which it is signed.

12. PPSA

12.1 General



This clause applies to the extent that this Agreement provides for a Security Interest for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in this Agreement include references to amended, replacement and successor provisions. The rights of the Owner under this document are in addition to and not in substitution for the Owner's rights under other law (including PPS Law) and the Owner may choose whether to exercise rights under this document, and/or under other law, as it sees fit.

12.2 Interpretation

In this Clause the following terms shall have the meaning defined herein:

"Chattel Paper" has the same meaning as in the PPSA.

"Controller" has the same meaning as in the PPSA.

"Documentation Costs" means all fees and outlays associated with the registration of any Security Interest pursuant to this agreement on the PPSR.

"Grantor" means the Guarantor and the Company detailed in this agreement and any other related document(s).

"Personal Property" has the same meaning as in the PPSA as it relates to:

- (a) all personal property of the Grantor, including without limitation present and after acquired property of the Grantor;
- (b) any personal property provided by the Secured Party to the Grantor on a retention of title basis;
- (c) any personal property leased or provided on bailment by the Secured Party to the Grantor; and
- (d) including without limitation, any Proceeds associated with the above personal property.

"PMSI" means a purchase money security interest as defined in the PPSA.

"PPSA" means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it.

"PPSR" means the Personal Property Securities Register established pursuant to the PPSA.

"Proceeds" has the same meaning as in the PPSA.

"Receiver" has the same meaning as defined in this clause.

"Security Interest" has the same meaning as in the PPSA.

"Secured Moneys" has the same meaning as defined in this clause.

"Secured Party" means the Owner or any lawful assignee, transferee or successor of the Owner in relation to the Security Interest, this agreement and any other related document(s).

12.3 PPS Registration

The Owner may register its security interest in the Equipment as a PMSI. The Company must do anything (such as obtaining consents and signing documents) which the Owner requires for the purposes of:

- (a) ensuring that the Owner's security interest is enforceable, perfected and otherwise effective under the PPS Law;
- (b) enabling the Owner to gain first priority (or any other priority agreed to by the Owner in writing) for its security interest; and
- (c) enabling the Owner to exercise rights in connection with the security interest.

12.4 Contracting Out of PPSA Enforcement

If Chapter 4 of the PPSA does apply to the enforcement of a Security Interest arising under or in connection with this agreement and to the maximum extent permitted by law, the Grantor agrees the following provisions of the PPSA will not apply to the enforcement of that Security Interest: Sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132 (4), 134(1), 135, 142 and 143 and Division 6 of Part 4.3.

To the maximum extent permitted by law, the Grantor agrees that:

- (a) the Grantor waives any rights it may have to receive a verification statement in respect of any financing statement or financing change statement in respect of any Security Interest created or arising out of or pursuant to this agreement; and
- (b) Section 275 (provision of information) of the PPSA will not apply.

12.5 Controllers

Where a person is a Controller in relation to the Personal Property, the parties agree, to the maximum extent permitted by law, that Part 4.3 of the PPSA will not apply to the enforcement of any Security Interest in the Personal Property by that Controller.

12.6 PPSA Notices

Notices or documents required or permitted to be given to the Grantor for the purposes of the PPSA must be given in accordance with the PPSA.

12.7 Registration on PPSR

The Grantor consents to the Secured Party effecting a registration on the PPSR (in any manner the Secured Party considers appropriate) in relation to any Security Interest arising under or in connection with this agreement and the Grantor agrees to provide all assistance reasonably required by the Secured Party to facilitate this. Including without limitation, the registration of a PMSI interest on the PPSR.

12.8 Verification Certificate

The Grantor waives its right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

12.9 Proceeds and Security Agreement

The Grantor acknowledges that if the Secured Party's interest under this agreement, and any other related document(s), is a Security Interest for the purposes of the PPSA:

- (a) that Security Interest relates to the Personal Property and all Proceeds of any kind;
- (b) this agreement is a security agreement for the purposes of the PPSA.

12.10 Documentation Costs payable by the Grantor

The Grantor must pay on demand to the Secured Party the Documentation Costs.

12.11 Enforcement

At any time after any default in payment of any moneys or in performance or observance of any covenant or agreement of the Grantor owed to the Secured Party ("Secured Moneys"), the Secured Party may appoint in writing any person/s to be a receiver or a receiver and manager ("Receiver") of the whole or any part of the Personal Property and may remove that Receiver and if the Receiver is removed, retires or dies, may appoint another Receiver. A Receiver will, without the need for any consent of the Grantor, have those powers conferred on a receiver or receiver and manager by statute or by law and to do all things necessary or convenient to perform or observe any of the obligations on the part of the Grantor contained in this agreement and to do all other acts and things without limitation which the Receiver thinks are appropriate in the interests of the Secured Party. Notwithstanding that a Receiver may or may not have been previously appointed at any time after the Secured Moneys have become payable and without giving any notice the Secured Party may exercise all or any of the powers authorities and discretions conferred on a Receiver under this clause.



A Receiver will be the agent of the Grantor who will alone be responsible for the acts and defaults of the Receiver except to the extent that this is not lawfully possible following the commencement of the winding up of the Grantor in which case and to that extent only the Receiver will be the agent of the Secured Party.

13. Definitions

Additional Hire Charges means the Hire Rate for Excess Hours or equipment modifications required by the customer.

Approval means any licence, permit, consent, approval, determination, certificate or permission which is required from any Authority or under any Law to perform the Agreement.

Authority includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

Customer is the Hirer.

Equipment means the equipment specified in the table at item 2 of Part 1 of this Agreement.

Demobilisation Costs means, in relation to the Equipment, the costs of decommissioning, disassembly, loading, transport and delivery of the Equipment from the Site to the Supplier's premises from which the Equipment was mobilised, including but not limited to freight costs, labour and equipment hire and crane hire.

Hire Charges means the Hire charges specified in clause 1 Part 2 of these standard terms and conditions.

Hire End Date means, in relation to each item of Equipment, the date specified in the Hire Contract.

Hire Rate, in relation to each item of Equipment, the rate specified in the Hire Contract.

Hire Start Date means, in relation to each item of Equipment, the date specified in the Hire Contract.

Law means

(a) Commonwealth, State or local government legislation including regulations, by-laws and other subordinate legislation;

(b) the common law; and

(c) Approvals (including any condition or requirement under them).

LTD Waiver has the meaning set out in clause 4.5.

Minimum Hire Hours / months means the minimum Hire hours specified in the Hire Contract. The minimum Hire hours may be a minimum number of hours per day, per week or per month.

Minor Repairs individual events with a total parts cost of less than \$1500 per event.

Major Repairs means individual events with a total parts cost greater than or equal to \$1500 per event

Mobilisation Costs means, in relation to the Equipment, all of the costs in connection with the assembly, commissioning, transport and delivery of the Equipment to the Site, including but not limited to freight costs, labour and equipment hire and crane hire.

Operating Costs means the costs of all consumables necessary for the day to day running and upkeep of the Equipment including but not limited to costs of all fuels, oils, lubricants and coolants, and, if the Customer is not responsible for Minor Repairs, the costs incurred by The Supplier in undertaking all necessary Minor Repairs.

PPSA Personal Properties Security Act.

PPSR Personal Properties Security Register.

Required Insurances means the insurances specified in Clause 4.1 a, b, c, d, ,e, f.

Site means the site at which the Customer advises The Supplier the equipment is to be used.

The Supplier is Ecoquip Australia Pty Ltd.