

HIRE AGREEMENT – TERMS & CONDITIONS

1.0 Acceptance

1.1 Execution of the Hire Agreement for and on behalf of the Hiree shall constitute acceptance by the Hiree of the Hire Agreement and Terms and Conditions.

1.2 The Hiree shall comply with the Hire Agreement and the Terms and Conditions.

2.0 Term

2.1 The term of the Hire shall be as specified in the Hire Agreement.

2.2 If no term is specified the minimum term shall be one month (the initial period) and shall rollover thereafter month by month subject to the availability of the container/s on the same terms and conditions.

2.3 If the container/s are not available the Hirer may terminate the Hire after the initial period or at the end of each month thereafter at the Hirer's discretion.

3.0 Delivery

3.1 The Hirer shall take all reasonable steps to ensure that the container/s are delivered on delivery date but shall not be liable for any loss or damage including consequential loss caused by delay in delivery.

3.2 The Hiree shall provide the Hirer or its agents with site access to enable delivery and pick up of the container/s.

3.3 The Hiree shall not remove the container/s from the site address without the written permission of the Hirer.

4.0 Transport and Handling Costs

4.1 All transport and handling costs to and from the site address shall be payable by the Hiree.

5.0 Invoices

5.1 An invoice for the first month (or in the case of a lesser term, the agreed payment for that term) together with the transport and handling costs shall be payable by the Hiree prior to delivery. The Hiree will thereafter be invoiced monthly in advance and payment shall be made by the Hiree on invoice so that the Hiree has paid for container/s monthly in advance.

5.2 In the event of default in payment by the Hiree the Hirer shall without prejudice to other rights and remedies be entitled to be paid interest on the outstanding sums at the rate of 15% per annum.

6.0 Risk

6.1 Risk of the container/s shall pass to the Hiree upon delivery to the site address and the Hiree shall be responsible for the safe keeping of the container/s and shall be liable for all damage, loss, howsoever arising, caused to the container/s while in the possession of the Hiree.

6.2 The Hiree indemnifies the Hirer should any claim be made by any persons for injury to person or property howsoever occurring arising out of the Hire Agreement and such indemnity shall include all costs including legal costs which may be incurred by the Hirer.

7.0 No Warranties

7.1 The Hiree acknowledges that the Hirer has made no warranties in respect of the container/s either express or implied and in particular has not warranted that the container/s are suitable for the use intended by the Hiree.

8.0 No Liability on Hirer

8.1 The Hirer shall not be liable for any damage to property or person arising out of the use of the container/s by the Hiree.

8.2 The Hirer shall not be liable for any loss, damage, including consequential loss to property or person arising out of any defect in the container/s for the want of repair that may be the Hirer's responsibility unless the Hirer has received notice in writing thereof from the Hiree and shall not within a reasonable time to have taken steps to remedy the same.

9.0 Maintenance of Container/s

9.1 The Hiree shall at all times maintain the container/s while in the Hiree's possession and keep it/them in good and efficient working order.

10.0 Hiree to keep Container/s insured

10.1 The Hiree shall be responsible for insuring the container/s against loss, damage, theft for replacement value and shall be liable for all insurance costs and charges.

11.0 Ownership

11.1 All Container/s shall remain the property and in the ownership of the Hirer at all times.

12.0 Termination of Hire Agreement by Hirer

12.1 The Hirer shall have the right to terminate the Hire agreement without notice should:

- a) The Hiree breach the terms of the Hire Agreement and/or any of the terms and conditions.
- b) The Hiree be an individual, become bankrupt or commit an act of bankruptcy.
- c) If the Hiree is a company, it be placed in liquidation or become insolvent.

12.2 Upon termination of the Hire agreement the Hirer shall have the right to enter the site address or any other premise the container/s are situated to recover the container/s. All costs incurred by the Hirer in exercising this right shall be payable by the Hiree.

13.0 Termination of Hire Agreement by Hiree

13.1 Should there be no term of the Hire the minimum term shall be one month and the Hire shall roll over monthly. In that event should the Hiree wish to terminate the Hire it must give the Hirer seven (7) days notice of termination before each monthly rollover failing which the Hire will rollover for a further month.

14.0 Return of Container/s

14.1 All container/s must be returned in the same condition as they were delivered, fair wear and tear exempt.

14.2 Any intentional modification/s made to the container/s or damage/s to the container/s will be repaired to the Hirer's required repair level. All costs incurred by the Hirer in exercising this right shall be payable by the Hiree.

15.0 Personal Property Securities Act 1999

15.1 The Hiree acknowledges and agrees that:

- a) It grants a Security Interest in all present and after-acquired goods as security for the Hiree's obligations to the Hirer.
- b) The Hiree will do all things and execute and arrange for execution for all such documents as in the Hirer's opinion are necessary or desirable to ensure that the Hirer has a perfected first ranking Security Interest in the goods.
- c) The Hiree will have none of the rights under the sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.
- d) Where the Hirer has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- e) The Hiree will reimburse the Hirer for any cost the Hirer incurs in registering, maintaining and/or enforcing the security interest created by these terms.
- f) The Hiree will immediately notify the Hirer of any change in the Hiree's name.

16.0 General

16.1 No waiver of any breach of failure to enforce any provision of these terms and conditions by the Hirer shall in any way affect, limit or waive the Hirer's right to subsequently enforce these terms and conditions.

16.2 The Hiree may not assign any of its rights or obligations under the Hire agreement.

16.3 Should any of these terms and conditions become void or inoperative by operation of law the remaining terms and conditions shall remain unaffected and valid.

16.4 The Hire agreement shall be governed by New Zealand law and the New Zealand Courts shall have exclusive jurisdiction in respect of all claims and actions arising out of the Hire agreement provided that the Hirer shall be entitled to commence action arising out of or in respect of the Hire agreement in any other jurisdiction.

16.5 If, due to any circumstances beyond its reasonable control, the Hirer is unable either wholly or partly to carry out any obligations under these terms and conditions that obligation shall be suspended so far as is affected by and during the continuance of that circumstance.

