

EQUIPMENT HIRE QUOTATION**Special Conditions**

In addition to the General Terms and Conditions the following Special Conditions shall prevail;

1. Breakdown, Repairs and Maintenance

- 1.1 All equipment must be serviced and maintained according the Hire Agreement.
- 1.2 Servicing and inspection of equipment must be conducted at a minimum of every 250 hours of operation or as otherwise instructed by the Owner.
Service items include (but not limited to):
- i) Filters
 - ii) Oils
 - iii) Grease
 - iv) Fuels
 - v) Scheduled oil sampling
- 1.3 Oils and grease must be of a suitable grade and meet the minimum specifications as indicated in the equipment maintenance manual or by the Owner of the equipment.
- 1.4 Tyre tread depths will be measured at the start and completion of the hire period. Tyres will be charged on a wear basis on measurement in/out.
- 1.5 The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed/repaired without awaiting authorization from the Owner. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture.
- 1.6 All tracked equipment must have an undercarriage inspection performed at the start and completion of the hire period by the Owner (this must be performed by a qualified inspector, either Westac or Komatsu). Undercarriage will be charged on a wear basis on measurement in/out.
Undercarriage includes (but not limited to):
- i) Tracks/chains
 - ii) Grousers/plates
 - iii) Sprockets
 - iv) Rollers
 - v) Idlers
- 1.7 Ground engaging tools must be replaced on a wear basis to prevent excess wear to buckets and blades.
- 1.8 Bucket and blade wear will be charged on a "fair wear and tear basis", any damage or excess wear will incur additional costs upon hire period completion.
- 1.9 The Hirer shall be responsible for all expense (including labour) for minor breakdowns as specified in the Hire Agreement to a nominated amount.
Minor breakdowns include (but not limited to):
- i) Hoses
 - ii) Belts
 - iii) Electrical repairs
 - iv) Air-conditioning repairs
- 1.10 The Hirer is responsible for the cost of spares and/or repairs due to the theft, loss or vandalism of the equipment.
- 1.11 Where such breakdown, loss or damage arises from an inherent fault in the equipment the Owner's sole liability will be at its option to repair or replace the equipment, or to terminate the Contract forthwith, in which case it will have no liability whatsoever to the Hirer for such termination other than to refund to the Hirer pro rata the hire rates, if any, which the Hirer has paid in advance in respect of any period from and including the date on which the Hirer notifies the Owner of breakdown of the equipment.
- 1.12 When the equipment is hired without the Owner's operator any major breakdown or the unsatisfactory working of any part of the equipment must be notified immediately to the Owner. Any claim for allowance of hire rates during breakdown time will only be considered from the time and date of notification. An allowance for the hire rates and for the reasonable costs of repairs that have been authorized by the Owner will be made to the Hirer for any stoppage due to breakdown of equipment.
- 1.13 The Hirer shall not, conduct any major repairs to the equipment without the written authority of the Owner.
- 1.14 The Owner reserves the right to charge the Hirer for any repairs which the Owner deems necessary as a result of damage caused to the equipment at the end of the hire period. Such repairs will be recharged on an hourly labour rate as advised, and parts will be charged at Manufacturers' List Price plus the Owner's mark up and administration fees. Such charges will not take into account any supplier discount offered to the Owner.

2. Transport

- 2.1 The Hirer will incur all mobilization and de-mobilization costs from the point of hire. The Owner will cover any additional costs should they instruct the equipment to be delivered to a different location from the original point of hire.

3. Additional Equipment

- 3.1 The Hirer will be responsible for supplying and installing all additional devices such as 2-way radio's, lasers etc. Any modification to the equipment must be rectified and returned to its original state at the completion of the hire period.
- 3.2 No holes are to be drilled into the cabin structure when installing radio's and antennas, brackets must be used where possible. Any damage to cabin structure will be deemed as equipment damage and charged accordingly at the completion of the hire period (section 1.14).

4. Inspections

- 4.1 The Owner will complete an inspection report at the start and completion of the hire period. This report will be used to analyze the condition of the equipment prior to and on completion of the hire period. The Hirer may send a representative to inspect the equipment before and after the hire period, in any case the Owner's report shall take precedence unless agreed to in writing prior.
- 4.2 The Hirer consents to the Owner inspecting the equipment from time to time during the hire period. The Hirer must make the equipment available to the Owner for inspection at the hire location or a nominated location as agreed by both parties. Access permits, if required must be obtained by the Hirer for the Owner to gain access to the hire location or nominated inspection location.