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## TERMS OF TRADE

1. These agreed terms apply to all transactions between us and form our terms of trade agreement (“the Agreement”).

### **Anmel’s obligations**

2. Anmel warrants that: -
  - (a) the equipment is fit for purpose and complies with safety standards and the relevant government regulations;
  - (b) the equipment operator is licensed, trained, competent and authorised to operate the hire equipment; and
  - (c) our operator will operate the hire equipment in a way that does not endanger the health and safety of themselves, other workers or members of the public.
3. Our operator is under no obligation to follow a direction from you to operate the equipment in such a way that would cause: -
  - (a) damage to the equipment; or
  - (b) an unacceptable risk of harm to any person.

### **Your obligations**

4. If you are engaging with us as a director of a company, a trustee of a trust or a partner in a partnership, you warrant that: -
    - (a) the company/trust/partnership you represent authorises you to accept our Agreement;
    - (b) accepting our Agreement binds the company/trust/partnership that you represent to our Agreement;
    - (c) as the authorised representative of the company/trust/partnership, you personally guarantee all amounts payable to us under this Agreement;
    - (d) all information and representations that your company, trust or partnership or you have given in connection with our transactions are true and correct;
    - (e) you have not failed to disclose to us anything relevant to our decision to have dealings with you; and
    - (f) no court proceedings or dispute is current that may have an adverse effect on performing your obligations under this Agreement.
  5. If we have not provided a site inspection and equipment recommendation, you remain liable for and indemnify us from any invoiced amount, including any minimum charge, for the equipment and hire services that you have ordered,
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even if the hire services are subsequently found to be inadequate or inappropriate for the task.

6. You are responsible for: -

- (a) obtaining and paying for any engineering, sub-terranean and geo-technical reports if required prior to Anmel accessing the work site;
- (b) obtaining and paying for any overhead clearance permits or high risk permits e.g. working in proximity to electrical infrastructure prior to Anmel accessing the work site;
- (c) obtaining and paying for any site-specific permits, inductions and authorisations required by an Anmel operator prior to Anmel accessing the work site;
- (d) obtaining and paying for any necessary site-specific equipment, including but not limited to: -
  - (i) personal protective equipment;
  - (ii) traffic control devices;
  - (iii) barriers and signage;
  - (iv) any other safety equipment required to comply with government or industry regulation or Codes of Practice;
  - (v) any other safety equipment as required by site supervisor or safety personnel;

prior to Anmel accessing the work site;

- (e) any damage sustained to our equipment or third-party equipment: -
  - (i) directly caused by your actions; or
  - (ii) indirectly but reasonably foreseeably caused by your actions or your failure to take precautions;
- (f) the cost of: -
  - (i) the continued hire charge;
  - (ii) recovery of the Anmel equipment; and
  - (iii) any damage sustained to the Anmel equipment during the recovery of the equipment;

if the equipment becomes immovable as a result of ground or weather conditions.

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### **Pricing and payment**

7. Price means our quoted price, our fixed and published price, or the amount agreed between us or the amount established by a course of dealing between us. The price unless otherwise agreed does not include delivery costs.
8. All invoiced amounts are payable within 7 days from the date of invoice unless you have been approved for a credit account with us.
9. A minimum hire charge is payable as a condition precedent to delivery of equipment/hire services. The minimum hire charge will vary depending on the equipment/hire services required.
10. We reserve the right to suspend or end hire service arrangements if the payment of any sum is not received by the due date.

### **Default on payment**

11. You and any guarantor will be in default if you do not pay us when money is due for payment or fail to comply with any other obligation under our business arrangements.
12. Upon default you become immediately liable to pay us all money owing with interest on that amount from the due date until payment at the rate of 15% per annum.
13. You also agree to pay on default all costs and expenses incurred in exercising our rights of recovery from you and indemnify us against any losses resulting from the default including legal costs on an indemnity basis.
14. On default in payment you irrevocably permit us, or any person authorised by us in writing upon reasonable notice to enter your premises or the premises where the hire equipment is reasonably believed by us to be held on your behalf. You also agree to indemnify and hold us harmless for all reasonable costs and expenses of recovery of the equipment and losses if any on their repair.

### **Credit**

15. You and the guarantors jointly and severally authorise us to exchange information about the creditworthiness of either yourself or the guarantors with any credit reporting agency at any time during the term of the Agreement.

### **Authorisation**

16. By placing an order for hire services, you agree to be bound by terms of this Agreement.
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