

Hiring from Gastech Pty Ltd (Gastech) is subject to the following terms and conditions:

1. HIRE AGREEMENT

The Hire Agreement (including these terms and conditions) forms the basis of the contract between Gastech and the Customer for the hire of the Equipment. Equipment will only be released or despatched to the Customer after the signing of the Hire Agreement by the Customer or their authorised representative. Signing of the Hire Agreement by the Customer indicates acceptance of these terms and conditions and these terms and conditions shall apply and be deemed to be incorporated in the Hire Agreement and will prevail over any inconsistent terms or documents (including for the avoidance of doubt any terms or documents supplied by the Customer even where they are signed by a representative of Gastech) unless otherwise agreed in writing by a duly authorised representative of Gastech.

2. HIRE PERIOD:

The hire period commences on the start date shown in the Hire Confirmation and terminates when Gastech receives the Equipment from the Customer at the nominated Gastech return delivery address as set out in the Hire Confirmation. It is the Customer's responsibility to arrange prompt and timely return of the Equipment following completion of the hire on the end date shown in the Hire Confirmation. Should the Customer fail to return the Equipment by 12pm on the end date shown in the Hire Agreement, then additional fees apply at the daily hire rate.

3. DELIVERY AND RETURN OF EQUIPMENT:

Delivery of the Equipment to the customer, unless otherwise agreed, Gastech will use its preferred courier service. The customer will be invoiced for Shipment/handling costs. Return of the Equipment by the Customer will be at Customer's cost and shall be to the same premises. Customer agrees to not return the Equipment by post.

4. OBLIGATIONS OF THE CUSTOMER

- 4.1 Deliver the Equipment to Gastech when it is due back
- 4.2 Return the Equipment to Gastech clean and in good repair
- 4.3 Satisfy itself at commencement that the Equipment is suitable for its purposes
- 4.4 Operate the Equipment only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Gastech or posted on the Equipment
- 4.5 **Indemnify** Gastech for all injury and/or damage to the extent caused or contributed to, by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred because of the use of the Equipment
- 4.6 Ensure that any person collecting or taking delivery of the Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorized
- 4.7 The Customer shall keep the Equipment in a safe and proper location
- 4.8 Report and provide full details to Gastech of any accident or damage to the Equipment within 2 business days of the accident or damage occurring
- 4.9 The Customer shall not alter the Equipment without the prior written consent from Gastech
- 4.10 Customer agrees with Gastech that the Equipment shall remain the property of Gastech
- 4.11 The Customer shall not sell, charge, pledge or part with possession of the Equipment
- 4.12 The Customer shall notify Gastech immediately if any judgement or order is levied against the Customer or property of the Customer or if a petition is presented for the liquidation of the Customer or a Receiver is appointed

4.13 The Customer shall permit Gastech, its agents or servants to enter the premises where the Equipment is located at all reasonable times to inspect the Equipment or carry out repairs to Equipment

5. RECOVERY OF THE EQUIPMENT

If the Customer is in breach of the Hire Agreement or if the Hire Agreement or a Hire Period has been terminated under clause 7, Gastech may, at the Customer's cost, take all steps necessary (including legal action) to recover the Equipment, including entering the Customer's premises to do so and the Customer expressly consent to Gastech entering the premises for the purposes of recovering the Equipment.

6. WARRANTY:

Gastech warrants that each item of Equipment hired is of merchantable quality and reasonably fit for the purpose for which it was designed. The Customer acknowledges that it has not relied upon any statement by Gastech in respect of the Customer's purpose for utilization of the Equipment and that Gastech is not responsible or liable for the failure of the Equipment to perform the purposes required by the Customer.

7. EARLY CESSATION:

Notwithstanding the hire period Gastech expressly reserves to itself the right of early cessation which may be exercised on demand and at the absolute discretion of Gastech. If Gastech so demands, the Customer shall return the equipment to Gastech. The applicable hire shall be adjusted and payable on a pro rata basis.

8. Order Cancellations

Cancellation of order may incur re-stocking fees up to 100% of the order value. Applicable fees will be determined by Gastech in reference to speciality of equipment supplied and reasons for return.

9. Invoicing

The Customer will be invoiced for the Hire upon return of the equipment and subsequent inspection by Gastech. Where a Hire period is for longer than 1 month, then the Customer will be invoiced on a monthly basis until the termination of the Hire.

10. CONSUMABLES:

Gastech is entitled to separately charge for consumables including but not limited to sensors, batteries and hydrophobic filters supplied by Gastech for the everyday operation of the Equipment pursuant to this Agreement.

11. SAFEKEEPING:

The Customer is responsible for the safekeeping of the Equipment and shall bear the risk of any loss, theft, damage or destruction of the Equipment and if the Equipment shall require repair or recalibration because of Customer negligence, misuse or abuse, the Customer shall bear the cost of any such repair or recalibration including any freight charges.

In respect to damage or loss of Equipment, the hire period shall continue and the Customer shall continue to pay for hire until the item has been repaired by Gastech, or a new replacement cost has been paid by the Customer.

12. CUSTOMER DEFAULT:

If Customer is in breach of this Agreement then Gastech shall be entitled to treat this Agreement as breached and repudiated by the Customer and with or without notice terminate this Agreement whereupon the Customer shall immediately, at its own expense, return the Equipment to Gastech and any item, article, document or thing supplied in conjunction with the Equipment to Gastech and failing such return Gastech may repossess the Equipment. Any such termination shall not affect any right to recover any unpaid hire. Further, Gastech shall be entitled to recover damages until the Equipment is returned to it, calculated in the same manner as if the hire was continuing until the Equipment is returned and is restored for rental recalibrated.

13. LIABILITY:

In the event that the Equipment does not function as warranted or in the event of any breach by Gastech of the Agreement then to the extent permitted by law Gastech liability (if any) for any loss, damage or injury whatsoever shall be restricted to the amount of the hire for the duration of the hire period in which the breach occurs and Gastech shall not be liable for any item of so called consequential loss.

14. SUNDRY:

These Terms and Conditions constitute the entire Agreement between Gastech and Customer with respect to Equipment and shall not be amended except in writing by Gastech and Customer does acknowledge and agree that all other (if any) warranties or suitability of the Equipment for any particular use or purpose whether implied or statutory are hereby excluded.

15. GOVERNING LAW

Gastech Equipment come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Equipment repaired or replaced if the Equipment fails to be of an acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to other rights and remedies which the Customer has under the Australian Consumer Law.

16. ASSIGNMENT

Any agreement incorporating these terms and conditions cannot be assigned or transferred by the Customer to another party without the approval of Gastech, which approval will not be unreasonably withheld.

17. PRIVACY AND CREDIT REPORTING

17.1 Gastech will collect information in relation to the Customer for the purpose of providing the hire Equipment, in accordance with the laws relating to the collection and disclosure of personal information under the Privacy Act 1998.

17.2 Where the hire Equipment is supplied on credit, the Customer irrevocably authorise Gastech, its employees and agents to make such inquiries as deemed necessary to investigate the Customer's credit worthiness from time to time including (without limiting) the making of inquiries of persons nominated as trade referees, bankers, or any other credit providers or credit reporting agencies (the 'Information Sources') and the Customer hereby authorise the Information Sources to disclose to use such information concerning the Customer which is requested by Gastech.