

## ADDITIONAL TERMS OF HIRE FOR EQUIPMENT

**LAST UPDATE: 18 May 2026**

### 1. General

- a. When the Customer hires Equipment from the Owner, these Additional Terms of Hire also apply to the Hire Contract, in addition to the General Terms of Hire for Equipment of United Rentals Australia Pty Ltd ABN 38 069 244 417 (**Terms**), and the Rental Protection Plan Terms (**RPP Terms**).
- b. Capitalised terms used in these Additional Terms have the same meaning as those used in the Terms, or the RPP Terms, unless indicated otherwise.
- c. If there is any conflict between the Terms, the RPP Terms, and these Additional Terms, then these Additional Terms will prevail to the extent of any conflict.

### 2. Mobile Storage

- a. Where the Owner hires Equipment to the Customer, the Owner is not responsible for theft, loss, deterioration, spoilage, damage or loss of stored goods or goods in that Equipment, including without limitation damage caused by leaking of any Equipment, failure or malfunction of any refrigeration unit that is part of or hired in connection with the Equipment, condensation, humidity, transport, theft, fire, vandalism, vermin, insects including termites, white ants, heat, cold, dust, water or loss caused by forces of nature. In reference to termites and white ants the Customer acknowledges that placing hired containers directly on bare ground represents a high risk of termite ingress and damage for which the Customer will be liable.
- b. In the event of the Customer's default, or failure to pay Hire fees, or breach of the Hire Contract, the Customer agrees that the Owner may take possession of, or sell, any property in, on or attached to, the Equipment to pay such amounts, or any debts owing by the Customer to the Owner. The Customer grants the Owner a particular and general lien over property removed from the Equipment as security for any amounts owed by the Customer and authorizes the Owner to sell such property and apply the sale proceeds towards any amounts owed by the Customer.
- c. The Customer must ensure that the hired containers are empty prior to their return. If the Owner is required to empty the container the Customer agrees to pay the Owner on demand the reasonable costs for the removal and/or disposal of the contents, and the associated cleaning and repair costs.
- d. The Customer indemnifies and holds the Owner harmless from all losses, liabilities, damages, costs and expenses arising out of or in connection with any forfeiture, seizure, or impounding of, or claim, charge, lien or encumbrance on the Equipment.
- e. Transport
  - i. Where the Owner or a subcontractor of the Owner provides transport of the Equipment (**Transport**) for the Customer, the Owner and the Owner's subcontractors are not common carriers and accept no liability as such.
  - ii. All Transport is performed at the Customer's risk. The Customer bears all risk of loss or damage to or arising out of the Equipment or its contents. This risk does not apply to regulated transactions. For the purposes of this clause a "regulated transaction" is one subject to section 47A of the *Fair Trading Act 1987* NSW or one under a consumer contract or a small business contract for the purposes of section 23 of the *Australian Consumer Law*.
  - iii. The Customer must not request or perform Transport for any dangerous, explosive, flammable, hazardous or damaging goods without presenting a full description of those goods.
  - iv. The Owner and the Owner's subcontractors are not liable for failure to deliver, delay in delivery of, or mis-delivery of the Equipment or its contents due to weather or other circumstances beyond their control. In this event the Owner or the Owner's subcontractor will deliver as soon as reasonably possible.

### f. Use of Containers

CI 7.1(c) of the Terms is amended so that the Customer may use containers off-shore, underground or in a mine, and move containers over water.

### g. Remote Locations

- i. For remote or regional locations (being in excess of 150kms from the Owner's depot) where the Equipment includes kitchen units requiring assembly, the Owner will supply assembly materials only (including internal and external flashing), and the Customer is responsible for carrying out the installation and decommissioning of kitchen units at the Customer's expense.
- ii. Should a breakdown of any Equipment occur in a remote or regional location (as defined above) the Owner will supply parts only, and the installation of the parts will be carried out by the Customer at the Customer's expense.

### 3. Shoring Equipment

- a. The Customer acknowledges that the Owner has made the operating and safety instructions for the shoring Equipment available to the Customer.
- b. The Customer agrees that they have not relied on any representation from the Owner, or anyone on the Owner's behalf, about the suitability of the shoring Equipment for any purpose or its selection or performance. The Customer must satisfy itself as to all such matters and any opinion or assistance offered by the Owner, or anyone on the Owner's behalf, is based on limited information and, whilst given in good faith, the Owner rejects all liability in respect of such opinion or assistance.
- c. The Customer agrees to test the shoring Equipment to ensure its suitability for the Customer's usage.
- d. Subject to clause 14 of the Terms and the general waiver of liability they contain, the Owner is additionally excluded from all liability related to the Customer's hire and use of the shoring Equipment, including but not limited to, liability arising from:
  - i. Damage to all adjacent or surrounding structures on, above or below the ground;
  - ii. Damage to utilities or services on, above or below the ground;
  - iii. Damage caused by subsidence; and
  - iv. Handling storm water and pumping waste.
- e. Any designs, calculations, drawings, specifications and sketches (**Designs**) produced by the Owner for the Customer are prepared solely on the information supplied by the Customer and the Owner is not responsible for the accuracy of those details. The Customer acknowledges and agrees that the Owner is not liable for any loss or damage arising from the use of the Designs. The Customer indemnifies the Owner against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Owner and any environmental loss, cost, damage or expense) in respect of:
  - i. Death or personal injury;
  - ii. Damage to tangible property; or
  - iii. Any claim of direct or indirect loss or damage by a third party,in relation to the Customer's use or reliance on the Designs.
- f. No rights in any Designs are transferred to the Customer arising out of the Customer's hiring of the shoring Equipment from the Owner.
- g. The Customer acknowledges and agrees that where waterlogged ground is encountered, then adequate dewatering equipment may need to be installed at the Customer's expense to control the inflows.
- h. The Customer must return the shoring Equipment to the Owner in the same clean condition and working order it was in at the start of the Hire Period, ordinary fair wear and tear excepted. This includes, without limitation, the removal of all graffiti, concrete, and mud from the shoring Equipment.
- i. The Owner requires unrestricted safe access to the delivery place nominated by the Customer for the shoring Equipment. Prior to delivery and installation, the Customer must at the Customer's expense:
  - i. Provide a crane or excavator for the placement and removal of the shoring Equipment; and
  - ii. Provide the Owner with all relevant site information and any other information relevant to the safe delivery of the shoring Equipment.

#### **4. General Rental Equipment Hire**

- a. Additional hire charges will apply if mechanical Equipment is used in excess of 8 hours in any day.

#### **5. Passenger Vehicles**

- a. In this clause "Passenger Vehicle" includes, without limitation, utilities, pickup trucks, passenger vans, cargo vans, SUVs and automobiles with a GVM under 5,000 Kgs.
- b. The Passenger Vehicle Fee allows the Customer to drive up to 150km per day averaged over the Hire Period. For any kilometres driven in excess of this limit, the Customer will pay an excess kilometre fee of twenty-eight cents (28c) per kilometre.
- c. The Customer agrees to not allow a person to drive a Passenger Vehicle if the person:
  - i. Is affected by, or under the influence of, alcohol and/or drugs;
  - ii. Is under the age of 18 years, or is a learner driver;
  - iii. Does not hold the appropriate licence to drive that class of Passenger Vehicle.
- d. The Customer will promptly pay all tolls, fines, penalties and other statutory or government charges arising out of its use of the Passenger Vehicle during the Hire Period. If the Owner pays any such charges on the Customer's behalf, the Customer must reimburse the owner within 7 days of receiving notification of the charges.
- e. In the event of an accident or damage occurring to the Passenger Vehicle during the Hire Period, the Customer must promptly and properly report any accident, theft or vandalism involving the Passenger Vehicle to the Owner, and to the Police in the

jurisdiction in which such incident takes place. The Customer will fully cooperate with the Owner to the extent that the Customer receives any documentation relating to such an incident, those documents must immediately be given to the Owner (not to exceed 2 business days).

- f. The Customer will not load the Passenger Vehicle in excess of the Passenger Vehicle's gross vehicle mass at any time during the Hire Period.
- g. Upon return of the Passenger Vehicle, the Owner retains the discretion to require more than a standard cleaning. Under such circumstances, the Owner will charge the Customer a minimum of \$500 for professional cleaning.
- h. The Owner maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the Passenger Vehicle. Smoking is prohibited in all Passenger Vehicles. If the Passenger Vehicle has an odour, or is soiled from smoke or vapour of any kind, the Customer agrees to pay a fee of \$500 for odour removal.
- i. If the Customer loses the Passenger Vehicle's keys, key fobs or toll transponder, the Customer agrees to pay the Owner for: the actual cost of replacing the item; a \$120 fee for the owner's out of pocket administrative costs for replacing lost toll transponders; and for the cost of delivering replacement keys; and for towing the Passenger Vehicle to the nearest appropriate location to open the Passenger Vehicle.
- j. A remote drop off service fee will be applied if the Customer returns the Passenger Vehicle to a different location from its origination location unless agreed in writing by the Owner. The fee will be calculated based on relevant factors including the type of Passenger Vehicle, time of year, and the Owner's cost in transporting the Passenger Vehicle from its return location. The charge will be calculated and disclosed when the Customer notifies the Owner of the different location to the original.
- k. The Customer must return the Passenger Vehicle to the Owner with a full tank of fuel, or the Customer will be liable to pay the Owner's nominated fee for fuel to fill the tank, and a fee for the labour in doing so.
- l. Even if the Customer has paid the RPP fee, the Customer will remain responsible and liable for all loss and damage to the Passenger Vehicle, or to a motor vehicle of any third party:
  - i. Caused by the Customer's deliberate, negligent, or reckless act or omission, or by the deliberate or reckless act or omission of any other driver of the Passenger Vehicle, or any passenger being carried in the Passenger Vehicle, during the Hire Period;
  - ii. Arising as a result of the Customer's use of the Passenger Vehicle in violation of any laws;
  - iii. Caused by the Customer's failure to use the Passenger Vehicle for its intended purpose or in accordance with the manufacturer's instructions.

## 6. Power Generation

- a. In this clause, "Power Generator" means a device or combination of devices that converts mechanical energy, chemical reaction or photovoltaics to produce electrical energy (also known as a generator set or power source).
- b. The Customer acknowledges that the Owner has made the manufacturer's operating and safety instructions for the Power Generator available to the Customer.
- c. If a crane is required for the safe and proper delivery of a Power Generator, the Customer will be liable for the cost of the crane, which includes any waiting time.
- d. The Customer acknowledges that where the Power Generator is required to be connected to fixed or hard wiring, the Customer is responsible for arranging the connection, maintenance and disconnection of the Power Generator by a suitably qualified electrical contractor who conducts the works strictly in accordance with the applicable State or Territory laws and regulations.
- e. The Owner is not responsible for arranging the inspection or reinspection of the Power Generators by the applicable electrical safety authority, where required. Such inspections will be arranged by the Customer at the Customer's expense.
- f. The Customer agrees to operate the Power Generator strictly in accordance with the applicable State and Territory electrical laws and regulations and the manufacturer's instructions.
- g. The Customer agrees to operate the Power Generator strictly in accordance with all environmental laws and regulations.
- h. The Customer agrees to indemnify the Owner against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Owner) which the Owner may incur as a result of the Customer's failure to comply with any environmental law or regulation.
- i. When operating the Power Generator, the Customer will:
  - i. Properly position the Power Generator and any accessories to eliminate any adverse environmental impact to ensure that it will not leak, spill or disperse any fluids, oils, coolants or fuels;
  - ii. Will immediately implement control measures to prevent the impact of a leak, spill or dispersal;
  - iii. Evaluate whether spill kits should be available at the site the Power Generator is located;
  - iv. Be responsible for the installation, plumbing or bunding of any external fuel cells or additional tanks.

j. The Owner makes no warranties about the ability of the Power Generator to provide constant, uninterrupted power supply.

## 7. Fees and Other Charges.

The Terms are hereby amended by inserting the following as a new clause 6.2 as detailed below. The existing clauses 6.2 and 6.3 of the Terms will be re-numbered as clauses 6.3 and 6.4:

6.2 Subject to clause 9.2(b), stand-downs may apply to certain types of general rental and shoring Equipment where agreed to by the Owner, as follows:

- a. Any stand-down request must be made by 9.00 am on the day of the stand-down. Stand-downs cannot be applied retrospectively.
- b. The Customer remains responsible for the security of the Equipment and all loss, theft or damage to Equipment while it is stood down.
- c. Stand downs do not apply to fixed plant including (but not limited to) site accommodation, caravans, containers, fencing, barriers, wired power generation, steel plates, shoring, propping and fixed or minimum term rentals.
- d. Christmas and Easter stand-down periods are based on the calendar days and a maximum period of two weeks for Christmas and one week for Easter.
- e. Stand-downs of sub-hired equipment are subject to the terms of that supplier.
- f. Unless otherwise agreed in writing, stand downs will only apply to:
  - i. Equipment breakdown: up to 100% for duration of breakdown.
  - ii. Inclement weather: up to 50% of Hire Charge (high wind/severe wet).
  - iii. Gazetted Public Holiday: up to 50% of Hire Charge.
  - iv. Christmas/Easter period: up to 50% of Hire Charge.
  - v. Industry Rostered Day Off: up to 50% of Hire Charge.
- g. If the Equipment is used during a stand down (determined for instance by remote monitoring), full Hire Charges for that period will be applied.
- h. If a stand-down request exceeds two (2) days (except for Christmas and Easter), the Owner retains the right to have the Equipment Off-Hired and returned to the Owner at the Customer's expense.

## 8. Telematics Devices

- a. Some Equipment may have electronic service technology and/or telematics data collection, tracking and/or related services such as telematics device and/or camera located inside and/or outside the Equipment (collectively "Telematics Devices"). In which case, the Customer understands that its access and use of the Equipment (and any data that may be stored in connection therewith) are subject to the Equipment, service providers' and/or the Telematics Devices manufacturer's terms and privacy statements, which may include but not be limited to other terms, service limitations, warranty exclusions, limitations of liability, wireless service provider terms and privacy practices than those set forth herein.
- b. The Owner has no obligation to delete or remove any telematics or other data that may be captured on any Telematics Device, which may be stored and held indefinitely.
- c. The Owner has no obligation to review collected Telematics Device data, and shall not be required to monitor, assess, or notify the Customer of any trends or other issues associated with such data.
- d. In certain cases, the Owner may be willing to provide prior written consent to the Customer to install, or cause to be installed, Customer-supplied or Customer-sourced Telematics Devices (collectively **Customer Devices**). The Customer is solely responsible for reviewing and procuring any necessary services, hardware and software required to operate such Customer Devices, including but not limited to Internet connectivity. In cases where the Customer installs, or causes to be installed, a Customer Device on any Equipment, the Customer shall indemnify, defend, and hold the Owner harmless for any liability, claims, losses, and/or damages incurred as a result of the Customer's actions or inactions.
- e. The Customer is solely responsible for preventing unauthorized use of Telematics Devices it has hired or that are included with Equipment hire from the Owner, including but not limited to preventing use of any part, feature, or functionality of each Telematics Device not reviewed with the Customer by the Owner, as applicable. The Customer shall not disable or circumvent, or attempt to disable or circumvent, any part of a Telematics Device.