TRADING ACCOUNT APPLICATION FORM

(INCORPORATING STANDARD TERMS AND CONDITIONS OF HIRE)

Access Hire Oil & Gas Pty Ltd
ABN 15 688 916 681

PO Box 1659, Canning Vale, WA 6970
Phone: 13 4000
Fax: (08) 6253 8322
info@accessoilandgas.com.au

Details of Applicant

PLEASE TICK APPROPRIATE BOXES:

☐ Company ☐ Trust ☐ Partnership ☐ Individual Trader ☐ Government
☐ Other (please specify):

Applicant's Legal Name ("Customer") or ("Hirer"):			
Trust Details (if any):			
ABN:		**ACN (If a company):**	
Trading Name:			
Trading Address:			
Suburb:		**State:**	**Post Code:**
Phone:	**Fax:**	**Email:**	

Accounts Payable Contact Details

Contact Name:	**Contact Phone:**	
Contact Address:		
Suburb:	**State:**	**Post Code:**
Email (for invoices):		

Directors Details (complete for all directors / proprietors / owners)

Full Name	Date of Birth	Residential Address
1.		
2.		
3.		

By signing this Application for Trading Account (on your own behalf and where applicable on behalf of the Applicant / Hirer); you warrant the accuracy of the information set out above. You bind the Applicant/Hirer to the Terms and Conditions of Sale attached to this Application for a Capital Sales Trading Account (**Terms and Conditions**). You warrant having read, understood and agreed to the Terms and Conditions. You acknowledge that the Terms and Conditions apply every time the Applicant purchases equipment from any Access Entity.

Sole Trader / Partner / Director Signature	Position / Title	Date

Initial Here _____

ACCESS HIRE OIL & GAS PTY LTD TERMS AND CONDITIONS OF HIRE

These general terms and conditions of hire ("**Terms and Conditions**") shall apply to each Hire Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless expressly agreed to in writing by Access.

1. DEFINITIONS AND INTERPRETATION

In these **Terms and Conditions**, unless specified to the contrary, the following words and phrases have the meanings given to them:

(a) "**Access**" means Access Hire Oil and Gas Pty Ltd or such other Access Entity from which the Hirer hires Equipment (as applicable).

(b) "**Access Entity**" means any company, corporation or other body corporate that is a member and/or related party of the Access Group.

(c) "**Business Day**" means any day (other than a Saturday, Sunday, or a public holiday) when banks in the Australia are open for retail business.

(d) "**Business Hours**" means the hours of 7.00am to 5.00pm AWST on a Business Day.

(e) "**Claim**" means any claim, demand, remedy, suit, injury, damage, loss, cost of liability, action, proceeding, right of action, or claim for compensation.

(f) "**Credit Application**" means the Hirer's signed application for credit with Access.

(g) "**Deed of Guarantee and Indemnity**" means the related deed signed to guarantee obligations.

(h) "**Equipment**" means any machine hired by Access to the Hirer, including accessories.

(i) "**Environmental Laws**" means laws related to environmental protection.

(j) "**Group**" means a company and its subsidiaries, parent, and sister companies.

(k) "**Hire Agreement**" means every agreement between Access and the Hirer for the hire of Equipment.

(l) "**Hire Docket**" means the document identifying Equipment, hire period, and charges.

(m) "**Hire Period**" is the time from Equipment possession by the Hirer or from the time the Equipment is transported by Access until its return.

(n) "**Hirer**" means the person or entity renting Equipment from Access.

(o) "**Location**" means the site where Equipment is used.

(p) "**Pro-Rata**" means monthly rate divided by 260 hours.

2. TITLE TO EQUIPMENT

2.1. The Hirer acknowledges that in all circumstances Access (or, if the Equipment is owned by another Access Entity, then that Access Entity) retains title to the Equipment (even if the Hirer goes into administration, liquidation or becomes bankrupt during the Hire Period) and in no circumstances will it be deemed to be a fixture. The rights of the Hirer to use the Equipment are as a bailee only.

2.2. The Hirer must not offer, sell, assign, sub-let, charge, mortgage, pledge, create any form of security interest or otherwise deal with the Equipment in any way which is inconsistent with the rights of Access or any other Access Entity, as applicable, as owner.

2.3. All risk in the Equipment passes to the Hirer upon delivery to the Hirer or collection of the Equipment by the Hirer, as applicable, and continues during the entirety of the Hire Period and only ceases when Access acknowledges that the Equipment has been returned to Access (or when the Equipment is collected by Access, if agreed to in the relevant Hire Docket or otherwise in writing).

3. HIRE PERIOD

3.1. Subject to clause 3.3, the period of hire commences when the Hirer takes possession of the Equipment or when Access delivers the Equipment in accordance with the Hirer's instructions to the Location, as applicable, and the period of hire ends when the Equipment is back in the possession of Access, (in total, the "Hire Period"). The Hire Period includes weekends and public holidays and is irrespective of the time the Equipment is being used.

3.2. The Hirer will be entitled to use the Equipment for the Hire Period on the express understanding that it will be charged for such use in accordance with the Hire Agreement.

3.3. Should Access agree with the Hirer that Access will deliver and collect the Equipment from the Location, hire charges will commence from the time the Equipment leaves Access' premises and only ends when Equipment is returned to Access Hire's facility, between 7:00 AM to 5:00 PM AWST from Monday to Saturday. The Hirer must notify Access of the Off-Hire Date, in writing, in advance and Access may give the Hirer a number as verification that such notification has been received.

3.4. The notification will be given by the Hirer with sufficient time in advance (being no later than 3:00 PM on the Off-Hire Date) for the Equipment to be collected and returned to Access' premises within Access' normal Business Hours. If Access considers that insufficient notice has been given (i.e., after 3:00 PM AWST on the Off-Hire Date), the Hirer will be charged for such additional period of time as Access considers is necessary to arrange collection of the Equipment on the next Business Day, but in any case, no less than an extra day's hire. Any Hire Period specified on the Hire Agreement will not be deemed notice to Access that the Equipment is available for collection and the Hirer is obligated to notify Access of the Off-Hire Date in accordance with this clause.

3.5. Where Access agrees to collect the Equipment, the Hirer remains responsible for theft, loss or damage to the Equipment until the Equipment is collected by Access.

3.6. The Hire Agreement will specify the type of rates that will apply. Equipment hired for at least five (5) days in a seven (7) day period will be charged at the weekly rate.

3.7. **Monthly Rate**: Is only applicable where a full month is committed in advance on Hirer's initial purchase order. If a monthly hire is returned early, higher weekly or daily rental charges will be applicable.

3.8. Access reserves the right to charge a minimum period of hire for certain types of Equipment. The minimum period of hire may not be varied except if agreed in writing by Access.

Initial Here _____

3.9. The Hire Period will not be subject to stand down or adjustment for any reason whatsoever unless agreed to by Access in writing.

3.10. **Early Returns**: All early returns will be subject to a rental rate revision and/or the minimum agreed rental period being invoiced in full.

4. SHIPPING DOCUMENTATION AND EQUIPMENT SPECIFICATIONS

4.1 **Preparation of Documentation**: Access shall prepare all shipping documentation, including detailed specifications of equipment, weight, dimensions, packaging type, and any other relevant shipment-related information.

4.2 **Submission and Acceptance**: Access shall submit such documentation in writing to both the Hirer and the designated freight forwarder. Shipment shall not proceed until both parties have provided written acceptance of these documents.

4.3 **Hire/Freight Forwarder's Responsibility**: Upon acceptance of the documentation, the Hirer and freight forwarder shall assume full responsibility for any and all consequences whether resulting from delays, inaccuracies, omissions, misinterpretations, regulatory noncompliance, or any other issue arising from the accepted documentation.

4.4 **Disclaimer of Liability**: Following written acceptance, Access shall bear no liability whatsoever for any delays, costs, penalties, operational disruptions, or other adverse outcomes, regardless of cause, that are traceable to the accepted documentation.

4.5 **Indemnification**: The Hirer and freight forwarder shall jointly and severally indemnify, defend, and hold harmless Access from and against any claims, losses, damages, or expenses (including reasonable legal fees) arising from or related to the accepted documentation.

4.6 **No Exceptions**: No exceptions to these terms shall apply even in cases of gross negligence unless explicitly agreed in writing and signed by authorized representatives of Access.

5. HIRE CHARGES AND OTHER CHARGES

5.1. **Hire Charges**: The Hirer will pay Access the hire charges set out in the Hire Agreement, plus other applicable levies and charges. No discount or rebate shall apply during low utilisation periods (e.g., public holidays, RDO's or reduced site hours).

Permitted Usage: Unless otherwise agreed, usage is limited to 10 hours/day, 60 hours/week, or 260 hours/month.

Pro-Rata: Additional hours are charged pro-rata (monthly rate ÷ 260).

Minimum Charges: No reduction applies for lower usage. Monthly rate is the minimum.

5.2. **Pricing Confidentiality**: All pricing is confidential and not to be disclosed to third parties.

5.3. **Familiarisation**: Operator familiarisation is free at the time of delivery if requested when placing the order.

5.4. **Consumables and Trade Materials**: Charges apply for used consumables at scheduled rates.

5.5. **Tax and Government Charges**: The Hirer is liable for GST, duties, and other applicable government charges. Exemptions require valid certificates. Quarantine/disassembly charges (if applicable) are also borne by the Hirer.

5.6. **Environmental Disposal Levy**: The Hirer must pay for oil, grease, and waste disposal costs related to environmental compliance.

5.8. **Delivery and collection**: Charges apply for delivery, collection, or installation. Missed access results in additional charges.

5.9. **Return charges**: Hire charges apply until the Equipment is physically returned to Access or collected as per clause 3.3. The return date incurs a full day's charge.

5.10. **Early Returns**: If Equipment is returned before the committed period, the minimum hire and/or revised rate will apply.

5.11. **Payment Terms** Payments must be made per the agreed terms following the invoice. Payments are to be made to the bank account nominated by Access.

5.12. **Late Payment**: Late payment results in:

(a) 4% per month interest, compounded monthly.

(b) Potential shutdown of Equipment via telematics.

(c) Stop credit after 3 days overdue.

(d) Full demobilization after 15 days overdue (at Hirer's cost).

(e) Legal fees and collection charges added to the outstanding amount.

Repossession: Access may repossess Equipment without notice in case of non-payment including by entering on to the Hirer's premises to do so and the Hirer hereby authorises Access to do so.

Shutdown: Access may shut down Equipment until full payment is made, with no liability for delays or damages.

Legal Compensation: AUD 20,000 per contract is payable in legal recovery cases.

Legal Fees: Hirer is liable for and indemnify Access against all liability, claims, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor/client basis, determined without taxation, assessment or similar process and whether incurred or awarded against Access and any environmental loss, cost, damage or expense) arising from or incurred in connection with the Hirer's hire and use of the Equipment or its breach of the Hire Agreement. The Hirer bears all legal fees, and a 10% annual interest applies to court-ordered recoveries.

No Conditional Payment: Access's payment terms apply regardless of whether the Hirer has been paid by their customer.

5.13. **Set off**: Access may apply any credit to outstanding amounts at its discretion

5.14. **Return time**: Returns must occur during normal business hours.

Initial Here _____

5.15. **Rental Levy** (If mentioned in the contract): A 12.5% surcharge applies to offshore, over-water, or underground mine use. Hirer must provide insurance naming Access as insured.

5.16. **Extreme Worksite Levy** (if mentioned in the contract): A 20% surcharge applies to offshore, over-water, or underground mine use. Hirer must provide insurance naming Access as insured.

5.17. **After-Hours Support** After-hours breakdown support is billed with a 3-hour minimum per callout.

5.18. **Non-Potable Water Damage**: Damage due to non-potable water use is the Hirer's responsibility.

5.19. **Cleaning**: The Hirer must return Equipment clean and free of hazardous exposure. Decontamination and evidence from a licensed cleaner are required if exposed to asbestos.

5.20. The Hirer is responsible for toll fees, gate passes, site access permits, free zone or port entry fees, and site loading and unloading. The hire start time shall not be delayed due to site entry, unloading, or inspection delays.

6. HIRER'S HIRE OBLIGATIONS

6.1. **Possession and Use**: The Hire Agreement is personal to the Hirer. No transfer, sub hire, or unauthorised use is permitted without written consent.

6.2. **Suitability**: The Hirer is responsible for ensuring the Equipment is fit for its intended purpose and accepts it as-is upon delivery or collection.

6.3. **Operation of Equipment**: The Hirer must:

(a) Use the Equipment lawfully, safely, and as per manufacturer instructions.

(b) Ensure that only Access Hire supplied, trained, and certified operators are authorised to operate, handle, or otherwise use any Equipment supplied by Access Hire, unless expressly agreed otherwise in writing by Access Hire.

(c) Return the Equipment in good, clean condition (fair wear and tear excepted).

(d) Maintain safety signs, PPE usage, and safe working practices.

(e) Prohibit operation under the influence of alcohol or drugs.

(f) Conduct safety assessments (e.g., job safety analysis) prior to use.

(g) Maintain service logs and provide them to Access upon request.

(h) Keep Equipment visibly marked as Access property.

(i) Prevent unauthorised modifications or damage.

(j) Not carry illegal or dangerous substances on or in the Equipment.

(k) Comply with environmental laws and correct any breach.

6.4. **Cleaning and Maintenance**: The Hirer must:

(a) Perform daily checks (fluids, lubrication, etc.).

(b) Not alter or repair the Equipment without written permission from Access

6.5. **Safekeeping**: The Equipment must be secured and protected from damage, theft, and weather.

6.6. **Markings**: No alterations to Access branding or safety markings are allowed.

6.7. **Inspections**: Access may inspect the Equipment at any time and the Hirer must grant full access to it.

6.8. **Transport and Loading**: The Hirer is responsible for safe loading, unloading, and transport per law and manufacturer requirements.

6.9. **Location control**: The Equipment must remain at the agreed Location unless prior written consent is obtained from Access.

6.10. **Electrical testing**: Hirer must test, and tag electrical Equipment as required. Access can do this at the Hirer's cost. Any damage caused by incorrect testing is the Hirer's responsibility.

7. EQUIPMENT BREAKDOWN

7.1. If the Equipment becomes unsafe or breaks down, the Hirer must:

(a) Stop use immediately;

(b) Notify Access immediately; and

(c) Prevent injury, further damage, and do not attempt repairs;

7.2. If breakdown is not caused by Hirer/operator fault (e.g., not due to poor fuel, misuse, positioning, or contamination):

(a) Access will repair or replace the Equipment as soon as reasonably possible.

(b) No hire charges will apply during downtime.

(c) Access is not liable for any indirect or consequential damages.

7.3. If breakdown is caused by the Hirer negligence or operating error:

(a) Hirer bears all repair costs.

(b) Hire charges continue until Equipment is returned fully operational.

Initial Here _____

8. LOST, STOLEN OR DAMAGED EQUIPMENT

8.1. The Hirer is fully responsible for all Equipment and accessories during the Hire Period.

8.2. If Equipment is lost, stolen, or damaged (beyond fair wear and tear), the Hirer must:

(a) Pay for repair or full replacement of the Equipment.

(b) Continue paying hire charges until the Equipment is replaced or returned.

9. SUPPLY DOCUMENTS

9.1. Upon Access's request, the Hirer must supply documentation (e.g., police reports) related to any damage, theft, or loss of the Equipment within two (2) Business Days.

10. INDEMNITIES AND EXCLUSIONS OF LIABILITIES

10.1. Except as expressly stated, all warranties, conditions, and representations are excluded.

10.2. If any liability cannot be excluded by law, the maximum liability of Access is limited to the lesser of four (4) months' hire charges or the actual charges paid under the Agreement.

10.3. Access shall not be liable for indirect or consequential loss, including lost profit, project delays, or penalties.

10.4. These limitations apply regardless of contract, negligence, breach of statutory duty, or otherwise.

10.5. The Hirer indemnifies Access for all claims, losses, costs, and environmental damage arising from its use or misuse of Equipment.

10.6. All indemnities survive the termination or expiry of the Hire Agreement

10.7. Use of Access-supplied operators is deemed to constitute use by the Hirer and shall be subject to all terms and conditions set out in this section. The Hirer acknowledges and agrees that all Access Hire equipment shall, at all times, be operated solely by operators supplied by Access Hire who are duly trained and certified in the operation of such equipment. The Hirer shall not permit any person other than Access-supplied operators to operate, handle, or otherwise use the equipment unless otherwise expressly agreed in writing and executed by both parties under a separate agreement. Any such written agreement shall specify the terms, conditions, and liabilities applicable to the operation of the equipment by non–Access-supplied personnel.

10A. CUSTOMER-SUPPLIED OPERATORS (SELF-OPERATION)

10A.1 **Written Approval Required**: The Hirer shall not permit any person other than Access - supplied operators to operate, handle, or otherwise use the Equipment unless Access Hire Middle East LLC ("Access") has granted its prior written approval. Such approval may be withheld or withdrawn at Access's sole discretion.

10A.2 **Qualification and Competence**: Where Access grants approval for the Hirer to use its own operators, the Hirer shall ensure that all such personnel are properly trained, certified, and competent in the safe and correct operation, maintenance, and shutdown of the Equipment in accordance with the manufacturer's standards, operating manuals, and all applicable laws and site safety requirements.

10A.3 **Liability for Operation**: The Hirer assumes full responsibility and liability for:

(a) Any loss, damage, contamination, or deterioration of the Equipment caused by operator error, negligence, improper setup, or failure to follow instructions;

(b) All associated repair, cleaning, replacement, freight, testing, recommissioning, and downtime costs until the Equipment is fully restored; and

(c) All injury, property damage, environmental harm, or consequential losses arising from such self-operation.

10A.4 **Membrane and Component Damage**: In the case of nitrogen membrane systems or related spreads, the Hirer accepts full liability for any membrane contamination or damage regardless of cause, including replacement of membranes and all related costs.

10A.5 **Ongoing Hire Charges**: Hire charges shall continue to accrue at the agreed rate during any period the Equipment is unavailable due to repair, cleaning, or recommissioning required as a result of the Hirer's operation.

10A.6 **Indemnity**: The Hirer shall indemnify, defend, and hold harmless Access, its employees, and agents from and against any and all claims, losses, damages, liabilities, penalties, or expenses (including legal fees) arising from or related to the Hirer's self-operation of the Equipment.

10A.7 **Insurance**: The Hirer shall maintain insurance coverage in accordance with Clause 15, expressly naming Access Hire Middle East LLC as an additional insured for liabilities arising from operation by non-Access-supplied personnel.

11. TERMINATION

11.1. Access may terminate the Hire Agreement immediately if the Hirer breaches any term or becomes insolvent.

11.2. Access may also terminate at any time with two (2) hours' written notice.

11.3. Upon termination, the Hirer must return all Equipment and pay all outstanding fees.

12. CONSEQUENCE OF EXPIRY / TERMINATION

12.1. On termination:

(a) Access may enter the site and repossess Equipment.

(b) Hirer must pay all overdue hire charges and recovery costs, including transport, storage, legal fees, and repair.

13. REMOTE AREA HIRE

13.1. A "**Remote Area**" is defined as any restricted-access site or location requiring special clearance, permits, or transportation logistics (e.g., Free Zones, CNIA, offshore platforms).

13.2. Hirer agrees to provide unimpeded access for routine service as per the Preventive Maintenance Program (PMP).

Initial Here _____

13.3. Access to the remote site must be facilitated by the Hirer. Failure to provide access may result in continued full rental charges and stand-down penalties.

13.4. Travel to and from Remote Areas is subject to a per-kilometer fee, labour charges (including transit time), and any associated logistical costs such as airfare, hotels, and meals.

13.5. If multiple units are hired at the same remote location, Access will consolidate the call-out charges. 12.6. The Hirer remains responsible for:

(a) Daily Equipment checks (fuel, oil, water, battery, etc.);

(b) General upkeep (tightening bolts, greasing, cleaning); and

(c) Reporting any issues in a timely manner.

13.7. Additional service visits requested outside the PMP cycle for convenience or coordination will be chargeable in full.

13.8. All remote area charges will be invoiced at month-end in line with standard hire charges and are due as per agreed payment terms.

14. LEGAL AND ADMINISTRATIVE TERMS

14.1. **Governing Law and Jurisdiction**: This Agreement is governed by Australian law. Access may also initiate proceedings in Australia, Dubai, Abu Dhabi, or other competent courts.

14.2. **Security of Obligations**: The Hirer and Guarantors charge all rights in property. Caveats or mortgages must be executed on request.

14.3. **Variation**: Terms may be updated with 14 days' written notice. The Hirer may terminate if materially prejudiced.

14.4. **Notices**: Delivered in writing via courier or email. Deemed received on the next Business Day.

14.5. **Assignment**: The Hirer may not assign any rights or obligations in the Agreement without Access' written consent. Access may assign freely.

14.6. **No Waiver**: Delay or failure to enforce any right does not waive Access's rights.

14.7. **Stop Credit and Default**: Access may suspend supply, repossess Equipment, or initiate legal action upon payment default.

14.8. **Cross-Entity Action**: Related entities, affiliates, and subsidiaries may be held jointly liable for outstanding debts.

14.9. **Time of the Essence**: All timelines and obligations are strictly enforceable.

15. INSURANCE REQUIREMENTS

15.1. Hirer must maintain:

(a) Indemnity insurance for physical loss, including theft and/or damage to the Equipment for the replacement value of each item of Equipment including whilst in transit for at least $15 million for any one events.

(a) A public liability policy in the usual terms which provides indemnity with respect to the operation of the Equipment to a limit of indemnity of at least $20,000,000 AUD 20 million public liability insurance.

(b) Workers Compensation or other equivalent insurance.

15.2. Policies must:

(a) Name Access as additional insured.

(b) Include a waiver of subrogation.

(c) Be valid for full Hire Period

15.3. Proof of insurance must be submitted at least 48 hours before mobilisation.

15.4. If the Hirer fails to insure, Access may procure cover at the Hirer's expense.

15.5. Claims may not be settled or admitted without Access's written consent.

15.6. The Hirer warrants that it shall not do any of the following:

(a) Do anything, or fail to do anything which would allow an insurer to refuse or reduce a claim;

(b) Vary the insurance required by this clause in any way without the written consent of Access; or

(c) Enforce, conduct, settle or compromise a claim without the consent of Access.

16. CANCELLATION AND FORCE MAJEURE

16.1 **Mobilization Definition**: Includes reservation, preparation, transport, and crew deployment.

(a) Include waiver of subrogation.

(b) Be valid for full Hire Period

16.2 **Cancellation fees**: Includes reservation, preparation, transport, and crew deployment.

(a) Before mobilization: 25% of total minimum hire.

(b) After mobilization: 100% of minimum hire + logistics and resource costs.

16.3 Cancellation must be submitted in writing.

16.4 **Force Majeure**: Events like natural disasters, war, or government restrictions may waive cancellation fees, subject to documentation.

Initial Here _____

17. PPS LAW

17.1 For the purposes of this clause, "PPS Law" means the Personal Property Securities Act 2009 (Cth) and Regulations and any other associated or consequential Act or Regulation, as amended. A term defined in the PPS Law has the same meaning when used in this clause.

17.2 The Hirer acknowledges that this Hire Agreement is a security agreement and a PPS Lease for the purposes of the PPS Law and creates a security interest in all Equipment rented to the Hirer, as security for the Hirer's obligations to Access under this Hire Agreement.

17.3 The Hirer agrees to indemnify Access for any costs, commissions, fees and expenses, including legal expenses, in relation to the registration, maintenance, enforcement or discharge of a security interest.

17.4 The Hirer agrees to do all such things, sign and/or provide all such documents and/or provide any further information as necessary and required to enable Access to acquire a perfected security interest in all Equipment supplied by Access to the Hirer and, if applicable, a Purchase Money Security Interest.

17.5 The Hirer agrees to contract out of, waive or exclude such sections of the PPS Law as Access may require, to the extent that those sections are able to be excluded under the PPS law. The Hirer expressly agrees to:

17.5.1 contract out of the enforcement provisions referred to in Articles 115(1)(f) to 115(1)(h), 115(1)(l) to 115(1)(n), 115(1)(p), 115(1)(q) and 115(1)(r) of the PPS Law;

17.5.2 waive their right to receive a copy of any notice or statement under Articles 157 and 175 of the PPS Law in respect of the security interest created by this Contract;

17.5.3 not sell or grant any other security interest in the Equipment rented, and

17.5.4 not change or attempt to change any document or registration made or required under the PPS Law in relation to the security interest created by this Contract without the prior written consent of Access.

17.6 If:

17.6.1 a PPS Law applies or commences to apply to this Hire Agreement or any transaction contemplated by it, or Access determines based on legal advice that this is the case; and

17.6.2 in the opinion of Access, the PPS Law:

17.6.2.1 does or will adversely affect its security position or obligations; or

17.6.2.2 enables or would enable its security position to be improved without materially adversely affecting the Hirer,

Access may give notice to the Hirer to do anything (including amending this Hire Agreement or executing a new document) that in Access' reasonable opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in subclause 13.6.2.1 above and/or improve the security position as contemplated in subclause 13.6.2.2 above. The Hirer must comply with the requirements of that notice within the time specified in the notice

17.7 The Hirer will not lease, hire, bail or otherwise deal with ('sub-hire') the Equipment unless Access gives its prior written consent.

Any such sub-hire must be in writing in a form acceptable to Access and must be expressed to be subject to Access' rights under this Hire Agreement. Hirer may not vary a subhire without the prior written consent of Access.

17.8 The Hirer must ensure Access is provided with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.

17.9 The Hirer must take all steps including registration on the PPS register as may be required to:

17.9.1 ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPSA;

17.9.2 enable the Hirer to gain (subject always to the rights of Access and its related entities) first priority (or any other priority Access agrees to writing) for the security interest; and

17.9.3 enable the parties to exercise their respective rights in connection with the security interest.

17.10 If having completed everything reasonably practicable as required under the above clause, in the reasonable opinion of Access its security position or obligations under or in connection with this Hire Agreement have been or will be materially adversely affected, Access may by further notice to the Hirer terminate this Hire Agreement, in which case:

17.10.1 this Hire Agreement will be terminated with effect from the date or time specified in the notice; and

17.10.2 the Hirer must pay to Access all monies owing to it within 30 days of that termination.

18. OPERATIONAL TERMS

18.1 **Default Stop Supply**: Access Hire may suspend the provision of Equipment or services to any party in breach of payment terms or contractual obligations, including related entities, without notice.

18.2 **Cross-Entity Enforcement**: Where the Hirer maintains multiple trading accounts or is linked to subsidiaries, parent companies, or affiliates, Access Hire may enforce recovery or repossession actions across all related entities, regardless of whether individual accounts are overdue.

18.3 **Repossession & Equipment Downtime**: Access Hire reserves the right to repossess Equipment due to non-payment or breach. No liability is accepted for project delays, consequential damages, or associated claims arising from downtime, shutdown, or repossession.

18.4 **Contract Precedence**: Access' Hire's Terms & Conditions supersede any conflicting terms in the Hirer's purchase order or related documentation.

17.6 **Quoted Rates & Quantity Variations**: Pricing is based on the total quantity stated in the quotation. Any deviation by the Hirer from the quoted quantity may result in rate revisions proportionate to the adjusted scope.

Initial Here _____

18.7 **Rental Rate Classification**:

Transit: From Access yard dispatch to site unloading; and site demobilization to Access yard return. Exceeding agreed transit days triggers standby or working rate charges.

Standby: From unloading to mobilization. Exceeding allowed standby days will be billed at working rate.

Working: From mobilization to project location until return. Offshore deployments are always considered working rate. Equipment deployed on a support service vessel, barge, or offshore location, including artificial islands, will always be considered as being in the Working Period for the purposes of rental rate calculations.

18.8 **Fuel & Lubricant Standards**:

(a) Hirer must use diesel and oil that meet manufacturer specifications.

(b) Substandard fluids resulting in damage will render the Hirer fully liable for repairs and downtime.

(c) Access reserves the right to sample and test oils before and after hire

18.9 **Marine Diesel** (Offshore Use): Use of marine diesel requires prior written approval. If permitted, service intervals may change, and rental rates may be adjusted accordingly.

18.10 **Equipment Setup & Positioning**: The Hirer is responsible for ensuring correct placement with appropriate airflow. Failure to follow setup guidelines will result in full liability for resulting damage or overheating, with charges continuing during downtime.

18.11 **Use of External Feed Air**: The Hirer must not connect third-party air supply without Access' Hire's written approval. Damage from contaminated or unsuitable feed air will be charged to the Hirer.

18.12 **Performance Deliverables**: The Hirer is responsible for ensuring the Equipment meets their contractual output obligations. A pre-mobilization test will be conducted by Access and must be witnessed and signed off by the Hirer.

18.13 **Equipment Spreads**: Equipment hired as part of a spread (e.g., air or nitrogen systems) is billed and treated individually. A breakdown in one unit does not constitute downtime for the entire spread.

18.14 **Operator Time Sheets**: Operators are charged based on 9 hours/day, 6 days/week, regardless of Equipment use. Signed time sheets must be submitted at month-end. Charges are not reduced due to underutilization.

18.15 **Project Time Sheets**: If the Hirer uses internal time sheets for billing approval, these must be submitted to Access within 2 business days after each month-end. No credits will be issued for missing or lower time sheets. Billing is based on actual hire period.

18.16 **Purchase Order Extensions**: It is the Hirer's responsibility to ensure that all PO extensions are submitted to Access before the current PO expires. Charges continue under the original PO until formal off-hire is confirmed.

18.17 **Operator Charges & Mobilization**: Operator working hours beyond the standard shift (9 hours + 1 lunch) are charged at AEUD 30/hour. Full costs for travel, accommodation, and per diem from Access base to site and return are also payable.

18.18 **Fuel Charges**: Equipment is delivered with minimum fuel unless a full tank is pre-requested. If returned without a full tank, diesel will be billed at market price +10%.

18.19 **Offshore Work**: All offshore deployments are treated as dry hire. The Hirer is responsible for arranging maintenance, servicing, and consumables. No Equipment stand-down is permitted due to failure in arranging service support.

18.20 **Branding and Livery**: Access Hire branding must not be covered or removed. Any such act will incur a minimum AUE 4,000 charge for replacement and reinstatement

By proceeding with the hire of Equipment from Access Hire, the Hirer acknowledges and agrees to abide by these Access Hire's terms and conditions.

_____

Signature

Initial Here _____