



GLOBE POWER USA Terms and Conditions of Hire

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions (Terms and Conditions of Hire), unless specified to the contrary, the following words and phrases have the following meanings given to them:

“Authorized Individuals” are those individuals that Hirer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired.

“Hirer” is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing these Terms and Conditions of Hire on your behalf.

“Environmental Services Charge” is the charge described in Section 6.

“Equipment” is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented.

“Extreme Worksite Levy” means any Site Address or site in which the Equipment will be used off-shore, over water or down in under-ground mines.

“Incident” is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment.

“Lost” means the Equipment is either stolen, its location is unknown, or Hirer is unable to recover it for a period of 30 days.

“FMV” is the Equipment’s fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees, expenses and associated costs.

“Non-potable water” means any water that is not of drinking quality nor intended for human consumption but can be utilised for non-drinking purposes.

“One Shift” means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 200% and triple shift will be 300% of the rental charge on Equipment with hour meters. Ordinary Wear and Tear” means normal deterioration considered reasonable in the equipment rental industry for One Shift use.

“Party” means Globe Power USA or Hirer and together both are the “Parties”.

“Rental Period” commences when the Equipment is delivered to Hirer, or Collected by the Hirer and continues until the Equipment is returned or picked up by Globe Power USA during normal business hours, provided Hirer has otherwise complied with these Terms and Conditions of Hire.

“Rental Levy” is defined in Section 5.16.

“Site Address” is the location that Hirer represents the Equipment will be located during the Rental Period identified earlier.

“Store” is the Globe Power USA location identified earlier.

“Globe Power USA” is Globe Power USA and its affiliated companies, their respective officers, directors, employees and agents.

“Telematics Data” is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators.

“Transportation Surcharge” is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.



- 1.2.1. words imparting the singular include the plural and vice versa;
- 1.2.2. words imparting all genders;
- 1.2.3. a reference to any matter or thing includes the whole and each part of it separately;
- 1.2.4. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- 1.2.5. a reference to a natural person, corporate body or the Hirer shall be construed as interchangeable and vice versa;
- 1.2.6. a reference to any legislation, regulation, code or local law includes any modification, re-enactment or substitution of it;
- 1.2.7. the obligations imposed by these Terms and Conditions of Hire on or in favour of a party who is a natural person extends to their heirs, executors, administrators and assigns;
- 1.2.8. the obligations imposed by these Terms and Conditions of Hire on or in favour of a party which is the Hirer or other corporate body includes its successors and assigns; and
- 1.2.9. use of the word “including” is to be read and construed without limitation.

2. TERMS

- 2.1. Hirer’s execution of these Terms and Conditions of Hire or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Globe Power USA and Hirer upon Hirer’s receipt of Globe Power USA’s Equipment under those contracts.
- 2.2. Hirer rents the Equipment from Globe Power USA pursuant to these Terms and Conditions of Hire, which is a true lease.

3. TITLE

- 3.1. The Hirer acknowledges that in all circumstances Globe Power USA (or, if the Equipment is owned by another Globe Power USA entity, then that Globe Power USA entity) retains title to the Equipment and it shall remain the personal property of Globe Power USA (even if the Hirer goes into 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.
- 3.2. 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 Globe Power USA as owner.
- 3.3. All risk in the Equipment passes to the Hirer upon delivery to the Hirer or collection of the Equipment by the Hirer, continues during the entirety of the Hire Period and only ceases when Globe Power USA acknowledges that the Equipment has been returned to Globe Power USA (or when the Equipment is collected by Globe Power USA if agreed).

4. HIRE PERIOD

- 4.1. Subject to clause 4.2, the period of hire commences when the Hirer takes possession of the Equipment or when Globe Power USA delivers the Equipment in accordance with the Hirer’s instructions and the period of hire ends when the Equipment is back in the possession of Globe Power USA (in total, the “Hire Period”). The Hire Period includes weekends and public holidays and is irrespective of the time the Equipment is being used.
- 4.2. 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.
- 4.3. Where Globe Power USA agrees with the Hirer that Globe Power USA will deliver and collect the Equipment, hire charges will commence from the time the Equipment leaves Globe Power USA’ premises, in any case where the Hirer collects the Equipment, charges will commence from time of collection. The hire will continue until the date that the Equipment is either; available for collection, as agreed, from the Location or returned to the same



Globe Power USA premises (“Off-Hire Date”). The Hirer must notify Globe Power USA of that date in advance and Globe Power USA may give the Hirer a number as verification that such notification has been received (“Off-Hire Number”).

- 4.4. The notification will be given by the Hirer with sufficient time in advance (prior to 3pm of the day of the off-hire) for the Equipment to be picked up and returned to Globe Power USA' premises within Globe Power USA' normal business hours by the Off-Hire Date. If Globe Power USA considers that insufficient notice has been given, the Hirer will be charged for such additional period of time as Globe Power USA considers is necessary to arrange collection or delivery of the Equipment, but in any case no less than an extra days hire. Any hire period specified on the Hire Agreement will not be deemed notice to Globe Power USA that the Equipment is available for collection. Where Globe Power USA agrees to collect the Equipment, the Hirer remains responsible for theft, loss or damage to the Equipment until the Equipment is collected by Globe Power USA.
- 4.5. The Hire Agreement will specify the type of rate that will apply. Equipment hired for at least 5 days in a seven day period, will be charged at the weekly rate.
- 4.6. Globe Power USA 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 Globe Power USA.
- 4.7. The Hire Period will not be subject to stand down or adjustment for any reason whatsoever unless agreed to by Globe Power USA in writing.

5. HIRE CHARGES AND OTHER CHARGES

- 5.1. **Hire:** Subject to clause 5.10, the Hirer will pay Globe Power USA the hire charges set out in the Hire Agreement, as well as other levies or charges that may be applicable. The Hirer is not entitled to any discount or rebate if the Equipment is not used by the Hirer for any part of the Hire Period. If the Equipment is used for more than eight hours on any given day Globe Power USA may charge a double shift rate calculated as the hire rate x 2.
- 5.2. **Pricing Confidentiality:** The Hirer acknowledges that all pricing quoted by Globe Power USA is for the Hirer only and must be kept confidential at all times.
- 5.3. **Other Services:** Globe Power USA will, if requested by the Hirer, and only if personnel are available, attend the site and instruct the Hirer in the operation of the Equipment. The Hirer will in addition to the hire charges pay Globe Power USA for such services at the scheduled rate per hour or part thereof including travelling time plus any associated travel and accommodation costs incurred by Globe Power USA.
- 5.4. **Consumables and Trade Materials:** The Hirer will be liable for charges made for consumables and trade materials used at the scheduled rate.
- 5.5. **Tax and Government Charges:** The Hirer will be liable for all applicable taxes, duties, levies, penalties and any other government charges imposed on the Hire Agreement or in respect of the Hire Period. If the Hirer wishes to claim exemption from duty or tax, the Hirer must furnish appropriate exemption certificates to Globe Power USA. Unless otherwise expressly agreed in writing by Globe Power USA, any quarantine costs payable in respect of the Equipment (including without limitation the costs of any necessary disassembly, reassembly and cleaning of the Equipment) is payable by the Hirer, and the Hirer must also pay the hire charges during the period of such disassembly, reassembly and cleaning of the Equipment.
- 5.6. **Environmental Disposal Levy:** The Hirer will pay the amount specified by Globe Power USA in the Hire Agreement in consideration of any oil, grease or other environmental contaminants used, applied or discarded in connection with the Equipment.
- 5.7. **Credit Card Payments:** The Hirer acknowledges that Globe Power USA may impose a charge for accepting payments by credit card. Hirer agrees that if a credit or debit card is presented to pay for charges or to guarantee payment, hirer authorizes Globe Power USA to charge the credit or debit card all amounts shown on these terms and conditions of hire and charges subsequently incurred by hirer, including but not limited to, loss of or damage to the equipment and extension of the rental period.
- 5.8. **Delivery:** If the Hirer requires Globe Power USA to deliver, collect or install the Equipment, the Hirer will be liable for the cost of delivery, collection or installation. Globe Power USA will not be responsible for any loss or damage



whatsoever caused by delays in delivery or installation or failure to deliver for any reason whatsoever, including negligence on the part of Globe Power USA or its agents or employees. Globe Power USA shall have the right to charge the Hirer for an additional delivery or collection fee for each occasion where the Equipment was not able to be delivered and or collected at the agreed times and location. Globe Power USA is not a common carrier and does not accept the obligation or liability of common carriers. Globe Power USA may refuse the handling, lifting and/or carriage of Equipment for any person in its discretion and without being bound to give reason for such refusal.

- 5.9. **Return of Equipment:** The Customer will remain liable to be charged for the Equipment until it is returned to Globe Power USA (if Globe Power USA agrees to collect the Equipment then clause 4.4 applies). The Hirer will be charged a full day hire for the day on which the Equipment is returned by the Hirer (or collected by Globe Power USA) irrespective of the time at which the Equipment is returned (or collected by Globe Power USA).
- 5.10. **Early Return of Equipment:** If the Hirer returns the Equipment before the expiry of the minimum period of hire mentioned in clause 4.6 (if any), the Hirer will remain liable for all hire and other charges payable to Globe Power USA for the minimum period of hire.
- 5.11. **Payment Due Date:** The Hirer is required to pay all fees, charges and costs that may become due and payable under the Hire Agreement in advance prior to hire except where the Hirer has been accepted for a credit account, in which case all payments are due within 30 days of the invoice date.
- 5.12. **Late Payment:** Invoices sent to the Hirer's email address by Globe Power USA will be deemed to have been received by the Hirer on the date that the email is sent. If a Hirer does not pay the amount of the Hire Agreement invoice by the payment due date, a late payment fee of 4% per month, compounding monthly, may be imposed. In addition, without limiting clause 12, the Hirer will be liable to indemnify Globe Power USA for all expenses incurred by Globe Power USA in recovering any amounts which the Hirer fails to pay by the payment due date (including any commission payable to any commercial or mercantile agents and legal costs). Where an invoice remains overdue for 3 days or longer, the Hirer's trading account will be placed on stop credit. Where an invoice remains overdue for 15 days or longer, Globe Power USA reserves the right for all equipment to be off-hired and removed and transported back to Globe Power USA at the Hirer's cost.
- 5.13. **Disputes:** Hirer must notify Globe Power USA in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Hirer shall be deemed to have irrevocably waived its right to dispute such amounts.
- 5.14. **Set-off and application of funds:** Globe Power USA may set-off against any credit owed to the Hirer any amount owing by the Hirer to Globe Power USA. Any claims for credit by the Hirer shall be made within fourteen days of receiving Globe Power USA' invoice. The Hirer must not withhold or make any deduction from any payment by way of set-off. The Hirer acknowledges and agrees that any payment made by the Hirer pursuant to this Agreement may be applied by Globe Power USA to such outstanding moneys due to Globe Power USA, as Globe Power USA determines in its sole discretion and notwithstanding any direction given by the Hirer at the time of payment.
- 5.15. **Return time:** For the sake of certainty the Hirer may only return the Equipment to Globe Power USA' premises during normal business hours.
- 5.16. **Rental Levy:** The Hirer will pay a 12.5% Rental Levy on all Hire Agreements in addition to Globe Power USA' hire charges for the purpose of covering aesthetic and incidental wear and tear, servicing, break downs and costs associated with the hire and off-hire of Equipment in accordance with the manufacturers guidelines, all relevant industry Standards and all recommendations. If the hirer refuses to pay the rental levy then all costs associated with aesthetic and incidental wear and tear, servicing, breakdowns and costs associated with the hire and off-hire of Equipment, will be on-charged to the Hirer. The rental levy does not constitute consideration for (and the Hirer remains responsible for) loss or damage occasioned by any one or more of the following:
 - 5.16.1. damage due to misuse, abuse or overloading of the Equipment or any components thereof;
 - 5.16.2. wrongful conversion of the Equipment or any components thereof;
 - 5.16.3. loss or damage suffered due to a contravention by the Hirer of the Hire Agreement;



- 5.16.4. loss or damage arising from use in violation of any statutory laws and regulations;
 - 5.16.5. damage caused to tyres and tube by blowout, bruises, cuts or other causes inherent in the use of the Equipment;
 - 5.16.6. glass breakage or graffiti;
 - 5.16.7. loss or damage relating to the use of the Equipment by the Hirer;
 - 5.16.8. loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
 - 5.16.9. loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines;
 - 5.16.10. damage caused by exposure to any corrosive or caustic substance, such as (without limitation) cyanide, salt, water and acid;
 - 5.16.11. theft of the Equipment or any deliberate damage of any type caused to the Equipment (whether caused by the Hirer or any third party whatsoever);
 - 5.16.12. loss or damage to Equipment during transport, except where transported by Globe Power USA; or
 - 5.16.13. loss or damage caused by the negligence of the Hirer and damage caused by paint, texture, coat, overspray, concrete, grinding, welding, gas, cutting, collision, dropping and/or impact.
- 5.17. **Extreme Worksite Levy:** The Hirer will pay a 20% Extreme Worksite Levy on all Hire Agreements in addition to Globe Power USA' hire charge if Equipment is used off-shore, over water or down in under-ground mines. The Hirer must advise Globe Power USA in writing if the Equipment is proposed to be used off-shore, over water or down in under-ground mines and must produce evidence that they have taken out suitable insurance cover for these items of Equipment, with such insurance cover to include Globe Power USA as an insured and cover Globe Power USA' ability as a principal in connection with the performance of the Hire Agreement and contain provisions whereby all rights subrogation or action against any of the persons comprising the insured are waived; the term "insured" applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject to the overall sum insured not being increased as a result); and any non-disclosure or misrepresentation by one insured does not prejudice the right of the other insured to claim under any insurance policy.
- 5.18. **After Hours Servicing and Breakdowns:** Globe Power USA will provide on-site servicing and breakdown assistance during standard working hours. If attendance to site is required after hours or on weekends, this will be charged at after-hour rates. Minimum call out charge of 3 hours will be applicable. Distance from base is 20 miles from depot / based.
- 5.19. **Non-Potable Water:** Where the use of non-potable water for dust suppression causes corrosion to equipment, the Hirer will be charged for refurbishment of the equipment.
- 5.20. **Cleaning:** The Hirer is responsible for all costs associated with any cleaning, painting, replacement of decals, repairs and refuelling of equipment returned to Globe Power USA in an unsatisfactory condition as determined by Globe Power USA. If the Equipment was in any way exposed to asbestos or asbestos containing materials during the period of Hire, the Hirer must ensure that the Equipment is decontaminated (including cleaned, washed and vacuumed) by a licensed asbestos removalist prior to return to Globe Power USA. The Hirer must pay for all costs associated with this decontamination and provide evidence from a licensed asbestos removalist that this has been carried out.
- 5.21. **Fuel:** if Hirer returns Equipment with less fuel than when received, Hirer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); or if Hirer returns the Equipment with at least as much fuel as when it was received (most Globe Power USA Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Hirer refuelling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return



Option; however these options each allow for the convenience of not refueling. Hirer agrees that none of these options are a retail sale of fuel.

6. RENTAL LEVY AND ENVIRONMENTAL DISPOSAL LEVY

- 6.1. The Rental Levy and Environmental Disposal Levy specified in the Delivery Docket are payable by the Hirer in addition to the other hire charges stated in the Hire Agreement. If no Rental Levy or Environmental Disposal Levy is referred to in the Delivery Docket, the Hirer acknowledges and agrees that it will be charged for and it will pay to Globe Power USA the costs specific to repainting, tyre wear, description, new decals, new stickers, off-hire costs, onsite servicing, inspections, break downs, repairs, oils filters, oil disposal, coolant disposal, all accommodation, air fares, travel per mile, inductions, training and chargeable time, to be billed separately to the Hirer.
- 6.2. The Environmental Disposal Levy or Rental Levy is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account but is a charge that Globe Power USA collects as revenue and uses at its discretion.

7. HIRER'S HIRE OBLIGATIONS

Possession and Use by the Hirer

- 7.1. Hirer agrees and warrants that:
 - 7.1.1. Globe Power USA has no control over the manner in which the Equipment is operated during the Rental Period by Hirer or any third party that Hirer implicitly or explicitly permits,
 - 7.1.2. The Hirer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment;
 - 7.1.3. no persons operating the Equipment are under the influence of drugs or alcohol;
 - 7.1.4. ensure that no persons carry illegal, prohibited or dangerous substances in or on the Equipment;
 - 7.1.5. any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Hirer requests, Hirer authorizes Globe Power USA to leave the Equipment at the Site Address without requirement of written receipt);
 - 7.1.6. The Hirer shall immediately stop use and notify Globe Power USA if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs;
 - 7.1.7. The Hirer has received from Globe Power USA all information needed or requested regarding the operation of the Equipment;
 - 7.1.8. Globe Power USA is not responsible for providing operator or other training unless Hirer specifically requests in writing and Globe Power USA agrees to provide such training (the Hirer being responsible to obtain all training that the Hirer desires prior to the Equipment's use);
 - 7.1.9. Globe Power USA is not responsible for Hirer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s);
 - 7.1.10. only Authorized Individuals shall use and operate the Equipment, however the Hirer is responsible for the Equipment and its use during the Rental Period regardless of the user;
 - 7.1.11. the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised;
 - 7.1.12. the Equipment shall be kept in a secure location; and



- 7.1.13. The Hirer shall provide Globe Power USA with accurate and complete information, which Globe Power USA relies upon to provide the appropriate Equipment to Hirer.

Suitability

- 7.2. prior to each use and its return to Globe Power USA, Hirer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Hirer's intended use;

Safe Loading and Transport

- 7.3. The Hirer will ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and manufacturer's guidelines. The Hirer and any transporting contractor must observe any safety directions advised by Globe Power USA and/or manufacturer of the Equipment for its loading and safe handling.

Prohibited Use

- 7.4. Hirer shall not:
- 7.4.1. alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment;
 - 7.4.2. assign its rights under these Terms and Conditions of Hire;
 - 7.4.3. move the Equipment from the Site Address without Globe Power USA's written consent;
 - 7.4.4. use the Equipment in a negligent, illegal, unauthorized or abusive manner; or
 - 7.4.5. publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or
 - 7.4.6. allow the use of the Equipment by anyone other than Authorized Individuals (Hirer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
 - 7.4.7. Remove the Equipment from the United States ("U.S.") is prohibited under these Terms and Conditions of Hire.

Maintenance

- 7.5. Hirer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable.
- 7.6. All other maintenance or repairs may only be performed by Globe Power USA or its agents, but Globe Power USA has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Hirer requests a service call.
- 7.7. If Globe Power USA determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Hirer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. In the event that the Equipment is not economical to repair, the Hirer will shall pay the cost of replacement of the Equipment.
- 7.8. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Hirer will be responsible for the FMV of the Equipment, including sales tax, as applicable.
- 7.9. Globe Power USA has the right to inspect the Equipment wherever located. Hirer has the authority to and hereby grants Globe Power USA and its agents the right to enter the physical location of the Equipment for the purposes set forth herein.
- 7.10. Globe Power USA shall be responsible for repairs needed because of Ordinary Wear and Tear.
- 7.11. The Hirer agrees that repair or replacement of the Equipment is Hirer's exclusive remedy for Globe Power USA's breach of this Clause 7.



- 7.12. The Hirer is responsible for arranging at the Hirer's cost the testing and tagging of all electrical equipment forming part of the Equipment by the relevant manufacturer's agent in accordance with the manufacturer's instructions and the applicable Standard/s and Regulatory Authority requirements. Globe Power USA is able to arrange, at the Hirer's cost, for such testing and tagging of the relevant electrical equipment. Any damage caused to the Equipment resulting from incorrect testing will be at the Hirer's cost.
- 7.13. Notwithstanding Globe Power USA's service commitment, if Hirer breaches these Terms and Conditions of Hire, Globe Power USA shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Hirer until Hirer or its agent agrees to pay for such charges.

8. EQUIPMENT BREAKDOWN

- 8.1. Obligations of Hirer: In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period, the Hirer must:
- 8.1.1. immediately stop using the Equipment and notify Globe Power USA;
 - 8.1.2. immediately take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
 - 8.1.3. immediately take all steps necessary to prevent any further damage to the Equipment; and
 - 8.1.4. not repair or attempt to repair the Equipment without Globe Power USA' written consent.
- 8.2. Obligations of Globe Power USA: In the event that the Equipment breaks down or becomes unsafe to use through no fault, negligence, recklessness or misuse by the Hirer or any third party who gains access to the Equipment at the Location, Globe Power USA will:
- 8.2.1. take all steps necessary to repair the Equipment soon as reasonably possible after being notified by the Hirer;
 - 8.2.2. not impose a hire charge for that portion of the Hire Period for which the Equipment was broken down or unsafe, nor, subject to clause 16.5, the costs associated with any repair or replacement of the Equipment; and
 - 8.2.3. not be liable for any expenditure, damages, loss or inconvenience incurred by the Hirer or any Claim made against the Hirer arising from or in any way connected with a breakdown of or a malfunction in the Equipment, no matter the cause of the breakdown or malfunction.

9. LOST, STOLEN OR DAMAGED EQUIPMENT

- 9.1. The Hirer is at all times responsible for the Equipment and its attached tools during the Hire Period.
- 9.2. If the Equipment is lost, stolen or damaged during the Hire Period, or if the Hirer fails to return the Equipment to Globe Power USA within agreed timeframes, the Hirer will be liable for:
- 9.3. Any costs incurred by Globe Power USA in repairing the Equipment or for the new replacement cost of the Equipment if it cannot be economically repaired; and
- 9.4. Any other costs whatsoever incurred by Globe Power USA as a result of the loss, theft or damage to the Equipment (including the full hire charges as set out in the Hire Agreement until the Equipment stated in clause 8.2.1 is again available for use by Globe Power USA).

10. SUPPLY DOCUMENTS

- 10.1. Upon request by Globe Power USA the Hirer must supply Globe Power USA with full copies of any document relating to the Equipment in any way including any police report regarding any damage caused to the Equipment by any person.

11. INSURANCE

- 11.1. During the Rental Period, Hirer shall effect and maintain, at its own expense, the following minimum insurance coverage for at least the period of the hire including any extension or continuation:



- 11.1.1. for Hirers using Equipment for non-personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Hirer's contractual liabilities herein such as the release and indemnification clause contained in Clause 12;
 - 11.1.2. for Hirers using Equipment for non-personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless Rental Levy is elected at the time of rental and paid for prior to any Incident;
 - 11.1.3. worker's compensation insurance as required by law; and
 - 11.1.4. automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used or transported on any roadway.
- 11.2. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Globe Power USA and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Globe Power USA to receive at least 30 days prior written notice of any cancellation or material change.
- 11.3. Any insurance that excludes boom damage or overturns is a breach.
- 11.4. The Hirer shall provide Globe Power USA with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Globe Power USA's request.
- 11.5. The Hirer warrants that it shall not do any of the following:
- 11.5.1. do anything, or fail to do anything, which would allow an insurer to refuse or reduce a claim;
 - 11.5.2. vary the insurance required by this clause in any way without the written consent of Globe Power USA; or
 - 11.5.3. enforce, conduct, settle or compromise a claim without the consent of Globe Power USA.
- 11.6. To the extent Globe Power USA Entities carry any insurance, Globe Power USA Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Hirer of its responsibilities, indemnification, or other obligations provided herein, or for which Hirer may be liable by law or otherwise nor impose a positive obligation on Globe Power USA to utilise its own insurance.

12. INDEMNITIES AND EXCLUSIONS OF LIABILITY

Liability

- 12.1. During the rental period, Hirer assumes all risk associated with the possession, control or use of the equipment, including but not limited to, personal injury, death, rental charges, theft, losses, damages and destruction, including Hirer transportation, loading and unloading, whether or not the Hirer is at fault.
- 12.2. After an Incident, Hirer shall:
 - 12.2.1. immediately notify Globe Power USA, the police, if necessary, and Hirer's insurance carriers;
 - 12.2.2. secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Globe Power USA or its agents investigate;
 - 12.2.3. immediately submit copies of all police or other third party reports to Globe Power USA; and
 - 12.2.4. as applicable, pay Globe Power USA, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either the FMV or the full charges of recovery and repairs of damaged Equipment.
- 12.3. Accrued rental charges shall not be applied against these amounts. Globe Power USA shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

Indemnity



- 12.4. To the fullest extent permitted by law, Hirer indemnifies, releases, holds Globe Power USA entities harmless and at Globe Power USA's request, defends Globe Power USA entities (with counsel approved by Globe Power USA), from and against all liabilities, claims, losses, damages, and expenses (including attorney's and/or legal fees and expenses) however arising or incurred, related to any incident, damage to property, injury or death of any person, contamination or alleged contamination, or violation of law or regulation caused by or connected with the:
- 12.4.1. access, use, possession or control of the equipment by Hirer or any third party that Hirer implicitly or explicitly permits to access, use, possess or control the equipment during the rental period or
 - 12.4.2. breach of these Terms and Conditions of Hire, whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability.
 - 12.4.3. Hirer also agrees to waive its workers' compensation immunity, to the extent applicable. Hirer's indemnity obligations shall survive the expiration or termination of these Terms and Conditions of Hire.
 - 12.4.4. All of Hirer's indemnification obligations under this Clause 12 shall be joint and several.
- 12.5. In consideration of the rental of equipment, Hirer agrees that Globe Power USA's liability under these Terms and Conditions of Hire, including any liability arising from Globe Power USA's, Globe Power USA entities, or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed the total rental charges paid by Hirer under these Terms and Conditions of Hire.

13. NO WARRANTIES.

- 13.1. Globe Power USA disclaims all representations and warranties, express or implied, with respect to the equipment, its durability, condition, merchantability, non-infringement, or fitness for any particular purpose.
- 13.2. The Hirer acknowledges acceptance of the equipment on an "as is, where is" basis, with "all faults" and without any recourse whatsoever against Globe Power USA entities.
- 13.3. The Hirer assumes all risks associated with the equipment and releases Globe Power USA entities from all liabilities and damages (including lost profits, personal injury, and special, incidental and consequential damages, even if advised of the possibility of such damages) in any way connected with the equipment, its installation, operation or use or any defect or failure thereof, a breach of Globe Power USA's obligations herein or errors or inaccuracies in information obtained from Hirer or third parties, upon which Globe Power USA relies; provided however, if Hirer is a consumer under applicable law, then no consequential damages limitation of injuries to persons shall apply.

14. MODERN SLAVERY

- 14.1. The Hirer must ensure that it:
 - 14.1.1. does not engage in Modern Slavery;
 - 14.1.2. complies with all laws, codes, standards, regulations, legal requirements and directions relating to Modern Slavery;
 - 14.1.3. develops and maintain policies and procedures to avoid engaging in Modern Slavery; and
 - 14.1.4. notifies Globe Power USA promptly upon becoming aware of any complaint or allegation that the Hirer has engaged in Modern Slavery.

15. TERMINATION & DEFAULT

- 15.1. Globe Power USA may terminate the Hire Agreement for Hirer's default immediately by notice to the Hirer, if:
 - 15.1.1. the Hirer breaches any term of the Hire Agreement; or



- 15.1.2. the Hirer becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, comes under external administration, goes into receivership or ceases to carry on business.
 - 15.1.3. Globe Power USA may terminate the Hire Agreement for any other reason by giving the Hirer 2 hours' notice.
 - 15.1.4. fails to pay sums when due;
 - 15.1.5. fails to insure the Equipment as required, or otherwise places the Equipment at risk;
 - 15.1.6. fails to return Equipment immediately upon Globe Power USA's demand; or
 - 15.1.7. is in default under any other contract with Globe Power USA.
- 15.2. The right of termination is in addition to any other rights under the Hire Agreement and does not exclude any right or remedy under law or equity and the terms of this Hire Agreement (including in respect of payment of the hire charges) continue to apply until the return of the Equipment to Globe Power USA (or collection by Globe Power USA if agreed).
- 15.3. Globe Power USA shall not be liable due to seizure of Equipment by order of governmental authority. Hirer waives any right of action against Globe Power USA entities for such repossession.

16. RECOVERY OF EQUIPMENT

- 16.1. If the Hirer is in breach of the Hire Agreement or if Globe Power USA has terminated this Hire Agreement, Globe Power USA may take all steps necessary (including legal action) to recover the Equipment, including entering the Hirer's premises to do so and the Hirer hereby authorises Globe Power USA to do so.

17. REMOTE AREA CONDITIONS

- 17.1. Definitions:
- "Remote Area"** is a location in excess of 20 miles from nearest Globe Power USA branch or depot.
- "PMP"** is the electronically managed preventive maintenance programme operated by Globe Power USA (or its agent) for all Equipment. The PMP involves regular attendance on site by Globe Power USA' service personnel to conduct routine servicing and general maintenance requirements.
- 17.2. Unless otherwise specified in the Hire Agreement the PMP for all Equipment operating in a Remote Area will be subject to a per mile charge both to and from the site at the scheduled rate per mile plus labour costs at the scheduled rate, per person per hour (including travelling time) plus any other direct travelling costs including airfares and accommodation (Remote Area Travelling Charges).
- 17.3. Multiple items of Equipment hired by the same Hirer on the one site will only be charged as "one call out".
- 17.4. The Hirer remains responsible for daily maintenance and care of all Equipment in its possession, including daily checking of all fluids (fuel, oil, water, battery levels etc), general tightening of any loose nuts, bolts, belts or fittings and lubrication of all grease points.
- 17.5. If the Equipment breaks down in a Remote Area, the Hirer must also pay Globe Power USA the Remote Area Travelling Charges relating to any attendance to the location concerned.
- 17.6. It is the responsibility of the Hirer to provide Globe Power USA to site. Refusal to allow Globe Power USA to equipment at the specified intervals will incur charges. Equipment will be placed out of service at full charge until Globe Power USA is given for servicing to be completed.
- 17.7. If the Hirer requires Equipment to be serviced at intervals other than the pre-determined PMP service cycle (to align service cycles with site requirements), then the Hirer must pay all charges relating to attendance to site by a technician to complete the additional service.
- 17.8. It is the responsibility of the Hirer to provide accommodation for Remote Areas.



18. PURCHASES.

- 18.1. If these Terms and Conditions of Hire identifies any Equipment, materials or other items that is to be purchased by Hirer, Globe Power USA sells and delivers such items to Hirer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Hirer's payment to Globe Power USA of the full purchase price of the item, Globe Power USA retains title to the item until Hirer has paid in full.

19. FORCE MAJEURE.

- 19.1. Globe Power USA shall not be liable or responsible to the Hirer, nor be deemed to have defaulted under or breached these Terms and Conditions of Hire, for any failure or delay in fulfilling or performing any term of these Terms and Conditions of Hire when and to the extent such failure or delay is caused by or results from acts beyond Globe Power USA's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of these Terms and Conditions of Hire; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Globe Power USA.

20. MISCELLANEOUS

Severability

- 20.1. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term.

Governing Law and Default Recovery

- 20.2. The Parties expressly and irrevocably agree these Terms and Conditions of Hire, including any related tort claims, shall be governed by the laws of Texas, without regard to any conflicts of law principles.

Jury Trial Waiver

- 20.3. In any dispute arising out of, in connection with, or in any way pertaining to these Terms and Conditions of Hire, Hirer and Globe Power USA hereby knowingly, voluntarily and intentionally waive any right to a trial by jury, this waiver being a material inducement to entering into these Terms and Conditions of Hire.

Entire Agreement

- 20.4. These Terms and Conditions of Hire, together with any credit application (or other order documentation approved by Globe Power USA in respect of the Equipment), if any, constitutes the entire agreement of the Parties No additional terms and conditions proposed by the Hirer (including any terms contained in any hire order provided by the Hirer) apply to the hire of the Equipment unless agreed to in writing by Globe Power USA.
- 20.5. Any reference in Hirer's purchase order or other Hirer document to other terms that shall control this transaction shall be void.

No Reliance

- 20.6. The Hirer acknowledges that neither Globe Power USA nor any other person acting on Globe Power USA' behalf has made any representation or other inducement to it to enter into the Hire Agreement and that it has not entered into the Hire Agreement in reliance on any representations or inducements (including in relation to the use of the Equipment) except for those representations or inducements contained herein.

Assignment

- 20.7. These Terms and Conditions of Hire benefits solely the Parties and their respective permitted successors and assigns and nothing in these Terms and Conditions of Hire, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions of Hire.



Survival

- 20.8. The Hirer's obligations hereunder shall survive the termination of these Terms and Conditions of Hire.

Arbitration Agreement & Class Action Waiver.

- 20.9. At the election of Hirer or Globe Power USA, any dispute arising out of, in connection with or in any way pertaining to these Terms and Conditions of Hire shall be settled by arbitration brought in the party's individual capacity and not as a plaintiff in a purported class or representative capacity, administered by the American arbitration association under its commercial arbitration rules or by JAMS pursuant to its streamlined arbitration rules and procedures and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be no right or authority for any claims to be arbitrated or tried on a class action basis.

Privacy

- 20.10. Globe Power USA may collect personal information about the Hirer. Globe Power USA may use the Hirer's personal information to provide services to the Hirer, to fulfil administrative functions associated with these services, to enter into contracts with the Hirer or third parties, and for marketing and client relationship purposes. Generally, the Hirer has a right to Globe Power USA personal information Globe Power USA holds about the Hirer.
- 20.11. The Hirer consents to and authorises Globe Power USA to use and disclose the Hirer's personal information in accordance with clause 20.10.
- 20.12. Globe Power USA will only disclose information that we have about you:
- 20.12.1. to the extent specifically required by law;
 - 20.12.2. where there is a duty to the public to disclose that information; or
 - 20.12.3. where the interests of Globe Power USA require disclosure.
- 20.13. The Hirer irrevocably authorises Globe Power USA to make such enquiries as it deems necessary to investigate the credit worthiness of the Hirer and any guarantors from credit reporting agencies. Globe Power USA may obtain personal and commercial credit information regarding the hirer from a credit reporting agency.

Notice

- 20.14. Any document which by the Hire Agreement may be given by Globe Power USA may be served or rendered by leaving it at or posting it to the address of the Hirer as stated in the Hire Agreement or at an address as last notified by the Hirer in writing to Globe Power USA and will be deemed to have been serviced or rendered at the time of leaving or, if posted, on the business day following the day of postage and any notice may be signed by an officer, manager or solicitor of Globe Power USA.
- 20.15. These Terms and Conditions of Hire and all of Hirer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Globe Power USA's lenders) who have rights in the Equipment.

Headings

- 20.16. Headings are for convenience only.
- 20.17. To the extent that any terms in these Terms and Conditions of Hire conflict, the Parties agree that the more specific terms control.
- 20.18. A copy of these Terms and Conditions of Hire shall be valid as the original.

Waiver



20.19. Any failure by Globe Power USA to insist upon strict performance of any Section of these Terms and Conditions of Hire shall not be construed as a waiver of the right to demand strict performance in the future. Hirer and the person signing these Terms and Conditions of Hire agree, represent and warrant that:

- 20.19.1. the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform these Terms and Conditions of Hire; and
- 20.19.2. these Terms and Conditions of Hire constitutes a legal, valid and binding obligation of Hirer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.