

	<b>Standard Conditions of Hire and Service Provision</b>	
1	<b>DEFINITIONS AND INTERPRETATIONS</b>	
1.1	The following terms shall have the following meanings: <b>"Australian Consumer Law"</b> means Schedule 2 of the Competition and Consumer Act 2010 (Cth); <b>"Date Out"</b> means the date on which the Equipment is rented as specified in the Rental Agreement; <b>"Collateral and/or Goods"</b> shall mean all goods and/or services and/or equipment supplied by the Owner to the Hirer, or ordered by the Hirer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice and other which the Owner may intend to register a Security Interest; <b>"Default Rate"</b> means the Westpac Indicator Rate as published in the Australian Financial Review Newspaper from time to time; <b>"Equipment"</b> means the equipment described in the Rental Agreement; <b>"Event of Default"</b> means any of the events specified in Clause 5.1; <b>"Event History"</b> means an event where the Owner has issued a notice in respect of an Event of Default; <b>"Financing Statement"</b> has the meaning given to it by the PPSA; <b>"Financing Change Statement"</b> has the meaning given to it by the PPSA; <b>"Hirer"</b> means the person or persons, corporation, partnership, trust or other legal entity hiring the equipment from the Owner and identified as the Hirer in the Rental Agreement Schedule; <b>"Liquidated Sum"</b> means an amount equivalent to the Rental Rate for six (6) months but not exceeding twenty thousand dollars (\$20,000.00); <b>"Insurable Value"</b> means the value identified in the Real Agreement Schedule as the insurance value in respect of which the Hirer must maintain a policy of insurance for not less than the insurable value. <b>"IPRS"</b> means any intellectual property rights of any nature including without limitation any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;  <b>"Owner"</b> means Able Scales Co Pty Ltd ABN 59 006 269 414 of 21 Green Street, Thomastown in the State of Victoria; <b>"PMSI"</b> shall mean Purchase Money Security Interest and has the meaning given to it by the PPSA; <b>"PPSR"</b> shall mean Personal Property Securities Register; <b>"PPSA"</b> shall mean the Personal Property Securities Act 2009 (as amended); <b>"Rental Agreement"</b> means the rental agreement or schedule entered into between the Owner and the Hirer <b>"Renter Protection"</b> means an amount paid by the Hirer to reduce the Hirer's financial liability in respect of the loss or damage to the Equipment; such amount being identified in the Rental Agreement Schedule; <b>"Rental Rate"</b> means the hourly, daily, weekly, monthly payments to be made by the Hirer to the Owner as specified in the Rental Agreement; <b>"Rental Term"</b> means the term as specified in the Rental Agreement; <b>"Security Agreement"</b> shall mean the security agreement under the PPSA created between the Owner and the Hirer by these terms and conditions; <b>"Security Interest"</b> has the meaning given to it by the PPSA; <b>"Services"</b> means services supplied by the Owner (as defined in The Agreement); <b>"The Agreement"</b> means the standard terms, Rental Agreement and any annexed maintenance schedules as the context required. <b>"Work"</b> means Goods and/or Services; Where there is more than one Hirer then a reference to the Hirer herein includes all Hirers jointly and severally. Words importing the singular include the plural and vice versa and each gender includes any other gender. Reference to a monetary currency shall mean Australian dollars unless otherwise specified.	
2	<b>PARTIES</b>	
2.1	The Owner and the Hirer are the parties to this Agreement.	
2.2	Where the Hirer is a trustee of a trust then the Hirer agrees that it will not exercise in the Hirer's favour any right of indemnification, lien or charge which the Hirer may be entitled personally against or in respect of trust assets prior to the satisfaction of all liabilities created by this Agreement.	
2.3	If any trust assets come into the hands of the Hirer freed of their trust character by virtue of the exercise or purported exercise of any such right of indemnification, lien or charge, the Hirer will hold those assets on behalf of the Owner to the extent of any unsatisfied liability of the Hirer.	
3	<b>HIRER'S WARRANTIES</b>	
3.1	The Hirer warrants and agrees that for the purposes of selecting the Equipment it has not relied upon any representations by the Owner other than those representations appearing in this Agreement.	
3.2	The Hirer warrants and agrees that the Equipment will be operated by a qualified/licenced operator in accordance with this Agreement.	
4	<b>HIRER'S OBLIGATIONS</b>	
4.1	<b>Maintenance</b> The Hirer agrees: (a) at the Hirer's cost to keep the Equipment in good order and repair in accordance with the manufacturer's maintenance schedule annexed to the Rental Agreement Schedule; (b) at the Hirer's cost to keep the Equipment at all times tagged in accordance with the relevant Australian Standards and as directed by the Owner; (c) to be responsible for the maintenance and repair of the Equipment where necessary (fair wear and tear excepted) at the cost of the Hirer unless otherwise provided in this Agreement; (d) to advise the Owner of any malfunctioning of the Equipment as soon as practically possible; (e) not to alter or make any addition to the Equipment without the previous consent in writing of the Owner; (f) where the Hirer undertakes repair of the Equipment resulting in the replacement of existing parts of the Equipment, the Hirer shall use only recommended replacement parts and such parts shall become the property of the Owner; (g) the Hirer shall not fit any accessories without the consent of the Owner and, where consent is given, such accessories shall form and be part of the Equipment.	
4.2	<b>Payments</b> The Hirer agrees: (a) to pay the Owner at the address specified by the Owner in the Rental Agreement Schedule; (b) the Owner may at its discretion charge penalty interest on late payment calculated at the Default Rate; (c) to pay the Liquidated Sum where the Hirer has an Event History; (d) to repay to the Owner any expenses the Owner may incur by reason of the Owner retaking or attempting to retake possession of the Equipment.	
4.3	<b>Indemnity</b> The Hirer agrees: (a) to indemnify the Owner against any loss arising out of the destruction or loss or damage or the Hirer's use of the Equipment; (b) in the event the Equipment is lost, damaged or destroyed, the Hirer shall not be released from its obligations under this Agreement until the Owner is paid all amounts due to it under this Agreement; (c) to indemnify the Owner against all taxes and duties of any kind payable in respect of this Agreement or any receipts or payments under this Agreement; (d) to comply with all legislation whether Federal, State or Local relating to the Equipment and this Agreement; (e) to indemnify the Owner against any claim suffered or incurred by the Owner in connection with the Hirer's breach of this agreement.	
4.4	<b>Possession</b> The Hirer agrees: (a) that the Equipment shall remain in the possession and control of the Hirer at all times; (b) that this Rental Agreement shall not be assigned without the consent of the Owner first being obtained in writing; (c) to notify the Owner immediately in writing of any change in the Hirer's address and/or the address where the Equipment is housed; (d) that the Hirer is a bailee only of the Equipment and has no proprietary interest in the Equipment; and (e) the Equipment is a chattel and shall not be affixed to any land.	
4.5	<b>Use</b> The Hirer agrees: (a) to only use the Equipment for the nature of the work for which the Equipment is designed;	
4.6	<b>Insurance</b> The Hirer agrees: (a) to insure and keep the Equipment insured with a reputable and solvent insurer in the names of the Owner and the Hirer for the Insurable Value against fire, accident, theft, damage and transport and such other risks as the Owner may require; (b) to pay promptly all premiums and stamp duty in respect of such policy of insurance and irrevocably authorises the Owner to receive all insurance monies; (c) not to do or permit or allow to be done anything which might or could prejudice any insurance of the Equipment; (d) to maintain policies of insurance for third party and public liability indemnity cover of not less than ten million dollars (\$10,000,000.00).	
4.7	<b>Return of the Equipment</b> The Hirer agrees: (a) at the expiration of the Rental Term or upon earlier termination of this Agreement, to deliver up the Equipment to the Owner at the nearest office of the Owner's business; (b) to be responsible for the transportation of the Equipment to and from the Owner at all times.	
4.8	<b>Equipment Breakdown</b> The Hirer agrees: (a) apart from the repair of any major component failure covered by the manufacturer's warranty, the Hirer will be responsible to repair and maintain the equipment at all times; (b) to undertake the maintenance set forth in the manufacturer's maintenance schedule annexed to the Rental Agreement and where the Hirer fails to undertake such maintenance and such failure breaches the manufacturer's warranty, then the Hirer shall be responsible to undertake all repairs of the Equipment; (c) the obligation to pay the rental rate shall continue notwithstanding any breakdown or failure of the Equipment.	
4.9	<b>Owner's Rights</b> The Owner, its employees servants and agents may enter any property where the Owner has reason to believe the Equipment may be located so that the Owner may inspect or test the Equipment or in circumstances set out herein retake possession of the Equipment.	
4.10	The Hirer hereby irrevocably authorises the Owner to use the name of the Hirer and to act on behalf of the Hirer in exercising any rights or instituting, carrying on or enforcing any legal proceedings which the Owner believes necessary to protect the rights of the Owner and the Equipment, and appoints the Owner or an authorised officer to be the Hirer's lawful attorney for such purposes.	
4.11	The Hirer shall where required by the owner register the Owner's interest in the Equipment.	
5	<b>DEFAULT</b>	
5.1	The Hirer is in default where during this Rental Agreement; (a) the Hirer does not pay the rental rate as required by this Agreement; (b) the Hirer fails to rectify within seven (7) days a breach or breaches of this Agreement after written notice of the breach is served by the Owner; (c) in respect of a company the Hirer by resolution resolves to wind up the company or by application seeks an order that the company be wound up or placed in administration; (d) any execution or other process of any Court or authority is issued against the Hirer to the Hirer's assets; (e) a receiver, receiver manager, administrator, controller or liquidator is appointed to the Hirer; (f) the Hirer ceases or threatens to cease to carry on its business; (g) any insurance renewal or insurance proposal made by the Hirer in respect of the Equipment is declined; (h) any insurance policy in respect of the Equipment lapses or is cancelled; (i) the Hirer commits an act of insolvency.	
5.2	The Owner may by notice in writing served on the Hirer: (a) terminate this Agreement; and (b) recover possession of the Equipment; and/or (c) enforce performance of this Agreement; and/or (d) recover damages for breach of this Agreement.	
5.3	The Owner may take any or all of the actions set forth in paragraph 5.2 hereof notwithstanding that the Owner may have waived any previous default of defaults by the Hirer.	
6	<b>RIGHTS ON TERMINATION</b>	
6.1	At the expiration of the Rental Term or where the Owner exercises its right of termination pursuant to paragraph hereof, the Hirer shall at its own expense forthwith return the Equipment to the nearest office of the Owner's business.	
6.2	The Owner shall be entitled to recover from the Hirer without demand: (a) any payment of the Rental Rate or other monies becoming payable to the Owner under this Agreement; (b) the liquidated sum where the Hirer has an Events History; (c) the cost of any repairs or maintenance performed by the Owner to return the Equipment to good order and repair, fair wear and tear excepted.	
6.3	This Hirer acknowledges that the Owner shall not be required to mitigate its loss by sale of the Equipment or account to the Hirer for any proceeds of sale in the event the Equipment is sold by the Owner.	
7	<b>RE-POSSESSION OF EQUIPMENT</b>	
7.1	Where the Owner exercises the right to re-possess the Equipment pursuant to clause 6.2(b) hereof, the Hirer's obligations to pay the Rental Rate shall continue for the full Rental Term until termination of this Agreement by the Owner or the re-hiring of the Equipment.	
7.2	Where the Owner exercises its right to re-take possession of the Equipment, the Hirer hereby authorises the Owner to enter upon the property of the Hirer for the purposes of re-taking possession of the Equipment and if necessary, to sever the Equipment from the land and to do such things as are necessary or incidental in that regard and the Hirer hereby indemnifies the Owner against any and all actions, claims, suits or demands for damage from such entry, severance or removal of the Equipment.	
7.3	The Owner may recover from the Hirer as a debt due and owing without demand: (a) all costs incurred by the Owner in re-taking possession of the equipment; (b) any storage fees paid in respect of the Equipment; (c) any transportation costs in respect of the re-possession of the Equipment; (d) any costs of repair or maintenance of the Equipment to return the Equipment to good order and repair, fair wear and tear excepted.	
8	<b>ENFORCEMENT AND RECOVERY OF DAMAGES</b>	
8.1	Where the Owner seeks the enforcement of this Agreement and/or damages for the breach of the Agreement, the declaration of the secretary for the time being of the Owner shall be prima facie evidence of the Debt owed by the Hirer to the Owner.	
8.2	The Hirer's liability under this Agreement shall not merge in any judgement obtained by the Owner or any duly authorised employee in respect of any default by the Hirer under this Agreement.	
9	<b>HOLDING OVER</b>	
9.1	Upon expiration of this Agreement the Hirer may continue the hiring of the Equipment upon the same terms and conditions as set out herein save and except that: (a) this agreement will be deemed an Agreement for hire from month to month; (b) the Owner may demand the possession of the Equipment at any time; (c) the Hirer may return possession of the Equipment at any time provided always that the Hirer shall pay for the full month's hire.	
10	<b>WARRANTIES</b>	
10.1	Guarantees and liabilities of the Owner under the Australian Consumer Law. (a) Only in the cases where the Australian Consumer Law is applicable (in particular because the Hirer is a Consumer who acquires goods and services as a consumer, including in business to business transactions where (i) the price is under \$40,000 (ii) goods are of a kind commonly acquired for personal domestic or household use or (iii) goods are a vehicle or trailer acquired for personal use in transport of goods, and (b) because the goods are not purchased to be resold or to be used up in a manufacturing or repair process) and the guarantees and liabilities under the Australian Consumer Law cannot be lawfully excluded, restricted or modified, the Equipment will come with guarantees that cannot be excluded under the Australian Consumer Law and therefore the Hirer is entitled to a replacement or refund for a major failure and for compensation for any other reasonable foreseeable loss or damage. The Hirer is also entitled to have the Equipment repaired or replaced if the Equipment fails to be of acceptable quality and the failure does not amount to a major failure.	
6	(b) that the Equipment shall only be operated by properly licensed and skilled operators and services by qualified personnel at all times.	

	(b)	Except only for clause 10.1 (a), those rights and remedies that the Hirer has in respect of the Goods under the Australian Consumer Law and similar state and territory laws applicable to Consumers in Australia and which cannot be lawfully excluded, restricted or modified ( <b>Non-excludable Rights</b> ):			may hereafter acquire. The Hirer further agrees that immediately upon demand being made upon the Hirer by the Owner, the Hirer shall deliver to the Owner such bill of encumbrance in registrable form, or such other instrument, assignment or security or consent to Caveat as the Owner may require duly executed or consent to by the Hirer. In the event the Hirer should neglect or fail to deliver the requested instrument or security, the Hirer hereby appoints the Owner or an authorised officer thereof to be the Hirer's lawful attorney for the purpose of executing and registering such instruments.
	(i)	Notwithstanding any other provisions of this contract, the liability of the Owner to the Hirer, whether arising under or in connection with the contract or the performance or non-performance thereof of anything incidental thereto, and whether by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (for negligence of otherwise), or on any other basis in law or equity is hereby excluded, and	17	<b>PERSONAL PROPERTY SECURITIES ACT 2009 (AS AMENDED) ("PPSA")</b>	
	(ii)	To the extent permitted by law, the Owner's liability in respect of any Non-excludable Rights shall be limited at its option either to in respect of the Equipment, the repair or replacement of the Equipment or the cost of repairing or replacing the Equipment provided that if the Equipment is returned to the Owner in its delivered state at the Hirer's expense if so requested by the Owner within twelve (12) months from the date of their delivery.	17.1		This agreement constitutes a security agreement pursuant to the PPSA creates a security interest in all Equipment previously supplied by the Owner to the Hirer and all Equipment that will be supplied in the future by the Owner to the Hirer.
	(iii)	If the Australian Consumer Law is applicable and the guarantees are liabilities under the Australian Consumer Law cannot be lawfully excluded, restricted or modified and the Owner has to guarantee for goods & services under the Australian Consumer Law, the benefits and warranties under clause 10.2 shall not apply.	17.2		The Hirer agrees to pay all reasonable expenses including any costs, commissions, and legal expenses on an indemnity basis whatsoever arising from the collection of overdue monies or registration, maintenance, enforcement or discharge of a security interest and such other costs and expenses as the Owner may incur. Such costs, commissions and legal expenses may be recovered as a liquidated debt due and owing to the Owner.
10.2		Australian Consumer Law does not apply.	17.3		The Hirer acknowledges that a Purchase Money Security Interest ("PMSI") is granted in priority to all other creditors by the Hirer in favour of the Owner in all goods that are supplied from time to time as security for the Hirer's obligations to the Owner.
	(a)	Subject to clause 10.1 the Owner warrants for a period of six (6) months from the date the Equipment was delivered or the Services rendered, that such Goods and/or Services are free from substantial defects in materials or manufacture and that such Services were carried out with reasonable skill and care.	17.4		The Hirer agrees that funds received by the Owner in respect to the Equipment supplied to the Hirer shall be applied firstly to any unsecured portion of the debt, secondly to any secured portion of the debt, thirdly to any secured non-PMSI liability then against any PMSI.
	(c)	The warranty given in clause 10.2 (a) will not apply:	17.5		The Hirer hereby gives such permission as is necessary under the PPSA for the owner to take a security interest over any equipment acquired from the owner pursuant to these terms or over collateral described in the schedule.
	(i)	where the defect complained of arises from any drawing, design specification or intellectual property right supplied by the Hirer or arises from normal wear and tear, willful damage, the Hirer's negligence, abnormal working conditions, or misuse or alteration of repair of the Goods without the Owner's approval or arises from any failure to follow the Owner's advice (whether oral or in writing or whether relating without limit to the operation, use or maintenance of the Equipment);	17.6		The Hirer authorises the Owner to make any and all checks to satisfy themselves as to the accuracy of the information provided by all persons named in the Agreement. The Hirer further authorises the Owner to make any periodic checks that it sees fit to continue its assessment of the Applicant's credit position. The Hirer further authorise the disclosure of information by a secured party to the Owner under section 275(7)(c) of the PPSA in response to any request for information pursuant to section 275(1).
	(ii)	if the Owner or its agent is not given a reasonable opportunity to safely inspect the Equipment;	17.7		The Hirer agrees to do all such things and sign all such documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) as are necessary and reasonably required to enable the Owner to acquire a perfected security interest in all equipment (tangible and intangible) supplied by the Owner to the Hirer and, if applicable, a PMSI including:
	(iii)	if the total price for the Equipment or Services has not been paid by the due date for payment;		(c)	register a Financing Statement or Financing Change Statement in relation to a security interest on the PPSA;
	(iv)	if the damage was caused by the Hirer's personnel.		(d)	register any other document required to be registered by the PPSA; or
	(d)	Subject to clause 10.1, the Owner makes no other express or implied warranties or guarantees and the obligations of the Owner under the Agreement are limited such that in the event of a breach by the Owner of the warranty in clause 10.2 or any defect in the Equipment or Services the Owner shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Equipment and Services) at its option either to	17.8		correct a defect in a statement registered under the PPSA.
	(i)	credit the price (if already paid) attributable to the faulty Equipment or Services, or		(e)	The Hirer hereby agrees to contract out of, waive or exclude such section of the PPSA as the Owner may require, to the extent and subject to those section being able to be excluded under the law. The Hirer hereby expressly agrees to:
	(ii)	repair, rectify or replace the faulty Equipment or Services provided that the Equipment is returned to the Owner in its delivered state at the Hirer's expense if so requested by the Owner within twelve (12) months from the date of their delivery. The Owner shall especially not be responsible for offloading of cargo and/or any precondition works necessary to repair and/or rectify the defect.		(f)	contract out of the enforcement provisions of the PPSA referred to at section 115(1) subsections (a) to (n) inclusive;
10.3		Any replacement Equipment will be warranted on the terms set out in this clause 10.		(g)	wave its right to receive a copy of any Financing Statement or any Financing Change Statement registered by the Owner and/or any verification statement under section 157 and/or notice in relation to a registration event under section 175 of the PPSA in respect of the security interest created by these terms and conditions
11		<b>PROVISION OF SERVICES</b>		(h)	the Hirer will not, without the prior written consent of the Owner, change its name or initiate any change to any documentation registered under the PPSA under this agreement.
11.1		Unless otherwise expressly agreed in writing, Services rendered by the Owner shall be charged on a time basis in accordance with the Owner's general rates for personnel valid at the date of the provision of the Services. Such rates are exclusive of board, lodging and transportation and such other facilities as are to be provided by the Hirer free of charge. All travelling expenses and costs of carriage of luggage, instruments and tools incurred by the Specialist Personnel shall be borne by the Hirer. Unless otherwise agreed the Owner's execution of Services is subject to manual assistance being rendered by the Hirer either through staff or other persons made available by the Hirer.		(i)	the Hirer agrees that, until all monies owing to the Owner are paid in full, it shall not sell or grant any other security interest in the Collateral without the prior written consent of the Owner.
11.2		The taking-over of the Works by the Hirer shall be deemed to have taken place at the latest, when the Hirer has received the Owner's notice that the Work has been completed, provided that the Work is as required for taking-over according to The Agreement. Minor deficiencies which do not affect the efficiency of the Work shall not prevent taking-over. The period, referred to in clause 10.1 shall start to run at the latest when the Work is ready for taking-over in accordance with this clause 11.2.		(j)	the Owner undertakes to maintain the accuracy of the registered security interest and to remove the registration when the account with the Hirer closes.
11.3		The Hirer shall be responsible for the adherence to legal or other regulations applicable at the premises where the Services are provided, and indemnifies the Owner against all direct and indirect loss suffered by the Owner arising from or in connection with this clause 11.3.		(k)	if any of the provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
11.4		The daily working time shall be arranged by the Hirer, and the actual working time shall be certified on work sheets by the Hirer.	18	<b>DEFAULT INTEREST</b>	
11.5		The Owner will present monthly accounts based on the work sheets. The final accounts shall be submitted to the Hirer within a reasonable period after the completion of the Works.	18.1		Notwithstanding any other remedy available to the Owner under this Agreement or at law, if the Hirer fails to pay an amount owing to the Owner on the date due for payment, the Hirer is liable for interest at the Default Rate from the due date for payment until the date that payment is made.
12		<b>NOTICE</b>	18.2		If an amount claimed by the Owner is in dispute:
12.1		Any notice to be given may be given by posting the notice to the address of the parties specified in this Agreement and shall be deemed received three days after posting by ordinary prepaid post.		(a)	the amount not in dispute must be paid by the Hirer in accordance with this Agreement; and
12.2		Any notice to be given may be given by facsimile to the parties' facsimile address specified in this Agreement and shall be deemed received on the date and time after transmission shown on the transmission report produced by the facsimile machine for the party transmitting the facsimile.		(b)	any disputed amount that is ultimately determined to have been payable to the Owner must be paid by the Hirer with interest at the Default Rate from the original due date until the payment is made.
12.3		Any notice to be given may be given by email to the address of the parties specified in this Agreement and shall be deemed received at the time notified on the transmitter's computer terminal that the email has been received by the other party's computer.	19	<b>INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY</b>	
13		<b>JURISDICTION</b>	19.1		The Hirer shall not, under any circumstances acquire right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Equipment, or any plans, descriptions, blue-prints, designs, technical information, software, documents, drawings and/or specification relating thereto either:
13.1		Any action, suit or proceeding relating in any way to this Agreement may be instituted, heard and determined in a Court of competent jurisdiction in the State of Victoria.		(a)	supplied by or on behalf of the Owner to the Hirer; or
13.2		The parties hereby irrevocably submit to the non-exclusive jurisdiction of such Court for the purposes of any such action, suit or proceeding.		(b)	resulting from the provision of Services, unless otherwise expressly agreed by the Owner in writing.
13.3		The parties hereby agree that the proper forum for any action, suit or proceeding relating in any way of this Agreement brought in a court of competent jurisdiction of the State of Victoria shall be:			If the Hirer shall in any way acquire any such rights then the Hirer shall in any way acquire any such rights then the Hirer shall immediately inform the Owner and shall forthwith take such steps as may be required by the Owner to assign such rights or vest such title in the Owner.
	(a)	at court at Melbourne; or	19.2		The Owner shall have the right to apply any trademarks, trade names and/or service marks to the Equipment. The Hirer acknowledges that no rights are granted to the Hirer by the use of the Hirer of such trademarks, trade names and/or service marks. The Hirer shall not deface, remove or obliterate any trademarks, trade names or logos applied by the Owner on or in relation to the Equipment.
	(b)	at the election of the Owner the nearest Court house to the office of the Owner's Business to which the Equipment has been returned.	19.3		The Hirer shall keep confidential and not use, without the prior written consent of the Owner, all or any information including without limit, those supplied by the Owner to the Hirer or disclosed to or obtained by the Hirer pursuant to or as a result of the Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Hirer, or disclosure of the same is required by law or by any other governmental or other regulatory body.
14		<b>SEVERABILITY</b>	20	<b>LIMITATION OF LIABILITY</b>	
14.1		If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.	20.1		There shall be no claims that are not provided for in the Agreement. Save as expressly stated herein all warranties, terms and conditions whether express or implied by statute, common law usage trade custom or otherwise are hereby expressly excluded to the fullest extent permitted by law. Therefore to the extent to which the Owner is entitled to do so under statute, common law usage trade custom or otherwise, the Owner shall in no event be liable to the Hirer, by way of indemnity or by reason of any breach of contract or statutory duty or in tort or otherwise, for any and all claims, losses, damages such as but not limited to:
14.2		The parties agree that these terms, the Rental Agreement schedule and any maintenance schedule annexed thereto shall form and constitute the terms for rental of all Equipment.		(e)	any loss of hire, business contracts, revenues or anticipated savings;
16		<b>GOODS AND SERVICES TAX</b>		(f)	damage to the Hirer's reputation or goodwill;
16.1		If any tax on goods or services (including, without limitation any value added tax, consumption tax or other similar tax) ("GST") is imposed on any taxable supply (as that term is defined in the A New Tax System) Goods and Services Tax Act 1999 (Cth) or a replacement or subsequent similar tax under or in connection with this Agreement, then the Owner may, by notice to the Hirer, elect to have the amounts payable or consideration to be provided by the Hirer for such taxable supply re-determined by the Owner, with effect from such date as the Owner may determine, so as to take into account the GST and in order to provide the Owner with the same rate of return as was originally obtained by the Owner on the Rental Payments payable by the Hirer prior to the imposition of the GST.		(g)	any loss resulting from any claim made by any third party;
				(h)	loss of production, loss of profit;
				(i)	default under any business contracts and/or for any indirect or consequential loss or damage which may be suffered by the Hirer in connection with the Contract.
16.2		At the Hirer's request the Owner shall promptly provide the Hirer with an invoice, in a form reasonably requested by the Hirer, to enable the Hirer to claim an input credit under any applicable Australian goods and services tax legislation for the supply of the goods and/or services under this Rental Agreement.	20.2		Without prejudice to clauses 10 and 21 and subject to any right that a Consumer may have under the Australian Consumer Law the Owner's total liability for each order of the Hirer in contract, tort, law or otherwise shall be limited to the value of that order.
16		<b>SECURITIES</b>	21	<b>STATUTE OF LIMITATIONS</b>	
16.1		In order to secure a payment of all monies for which the Hirer may become liable to pay the Owner hereunder, the Hirer hereby charges as beneficial owner all of the Hirer's freehold and leasehold interest in land both in which the Hirer is now possessed and may hereafter acquire along with all of the Hirer's personal property both presently owned by the Hirer and that which the Hirer			To the extent permitted by law and without prejudice to clause 20, the limitation period applicable to any claims of the Hirer against the Owner, besides warranty claims to which clause 10 applies, shall be limited to twenty-four (24) months after delivery of the Equipment or Services to the Hirer.