

Equipment Rental Agreement

Owner Company Name	TRANSTANK PTY LTD <i>"Transtank"</i>
Owner ABN	76 094 864 963
Owner Address	92 William Angliss Drive, Laverton North, Victoria, 3126

Customer Company Name	<i>"Customer"</i>
Customer Order No.	
Customer Address	
Customer Contact	

Equipment Location Address	<i>"The Location"</i>
Equipment Details	<i>"The Equipment"</i>
Sales Order Number	<i>"Sales Order Number"</i>
Commencement Date	<i>"Commencement Date"</i>
Term	<i>"Term"</i>
Monthly Rental	<i>"Monthly Rental"</i>
Rental Payment Date	Monthly in Advance <i>"Payment Date"</i>
Mobilisation Cost	At Lessees Cost ex works Parkes NSW <i>"Mobilisation Cost"</i>
Demobilisation Cost	At Lessees to Parkes NSW <i>"Demobilisation Cost"</i>
Equipment Cleaning Charge	<i>"Equipment Cleaning Charge"</i>

GENERAL CONDITIONS**1 Agreement**

Transtank rents the equipment to the Customer on the terms and conditions set out herein.

2 Monthly Rental

- 2.1 The monthly rental is payable by the Customer to Transtank on the rental payment date monthly in advance.
- 2.2 The monthly rental payments are to be made by the Customer to Transtank by way of direct debit from the Customer's bank account to Transtank's bank account as nominated in writing by Transtank from time to time.
- 2.3 Any costs incurred by Transtank as a result of the customer failing to make any payment on time shall be paid by the Customer immediately upon the giving of written notice to the Customer by Transtank.

3 Equipment

- 3.1 At all times during the term of this Agreement, the equipment remains the property of Transtank and where applicable, Transtank and the Customer acknowledge that the equipment is the property of the Commonwealth Bank of Australia Limited whose rights, powers and remedies as owner of the equipment will not in any way be limited, abridged, effected or prejudiced by the terms of this Agreement.
- 3.2 All replacement parts or additions to the goods in store or carried out during the term shall become and remain the property of Transtank.
- 3.3 All software, subscriptions and licensing associated with the use of the tank will become the property of Transtank at the end of the term.
- 3.4 The Customer covenants with Transtank to use the equipment solely for the purpose or purposes for which it was designed.

4 Delivery and Installation

- 4.1 The equipment will be delivered by Transtank to the location in consideration of the payment by the Customer to Transtank of the mobilisation cost. The mobilisation costs shall be paid by the Customer to Transtank prior to the equipment being delivered to the location.
- 4.2 At the end of the Term, the equipment (including all replacement parts or additions to the equipment) are to be returned to Transtank at Hartigan Avenue Goobang Junction, Parkes, NSW, or Transtank at 7 Success Way, Henderson, Western Australia, 6166 or such other delivery address as may be nominated by Transtank in writing to the Customer at the Customer's expense and the Customer shall pay to Transtank within seven days of the delivery of the equipment to Transtank the demobilisation cost.
- 4.3 Immediately upon return of the equipment to Transtank the equipment will be inspected by a Transtank representative or agent in accordance with the return conditions set out in clause 5 of this Agreement.

5 Return Conditions

- 5.1 Fourteen (14) days prior to the end of the term the Customer shall, at its own expense, provide a detailed inventory of the equipment and its location including the model and serial number of each major component thereof

including without limitation all standard components including valves, ladders, vents and any additional features such as security doors, locks, gauging, generators, bowsers, masks, pumps, lights and any other additional fittings provided with the equipment when new together with a complete and current set of all manuals, equipment configuration diagrams, maintenance records and other data reasonably requested by Transtank concerning the configuration and operation of the equipment.

5.2 The equipment is to be returned to Transtank in accordance with clause 5.1 above. If during the inspection referred to in clause 4.3 above the Transtank representative or agent reasonably ascertains that the equipment is not operating within Transtank's manufacturing specifications then Transtank will undertake all necessary repairs to the equipment in a professional and workmanlike manner and the cost thereof shall be borne by the Customer.

5.3 The Customer must ensure that the equipment is returned:

5.3.1 In good operating condition and able to perform to Transtank's manufacturers specifications, published performance specifications and in such condition so that it may be immediately installed and placed into use in a suitable operating environment;

5.3.2 Excepting fair wear and tear the equipment shall be free from frame or skin damage and not compromised by mechanical or structural alterations or defects;

5.3.3 Steam cleaned and cosmetically acceptable to Transtank with all rust and corrosion properly removed and or properly treated and all foreign material must be properly removed or disposed of by the Customer and if the equipment is not returned in this condition then it will be put into this condition by Transtank or its agents and the customer shall pay to Transtank the equipment cleaning charge;

5.3.4 In conformity with all applicable, local, state and federal laws, electrical current capacity and occupational health and safety requirements. The equipment must meet or exceed the current minimum standard as set by the abovementioned local state and federal laws regulating the operation of the equipment for each individual State or Territory of Australia.

6 Maintenance

The Customer must ensure that the equipment is kept in good and proper working order and condition and that all required servicing and maintenance is carried out by Transtank or by an approved Transtank agent in accordance with Transtank's manufacturer's specifications at the sole cost of the Customer.

7 Insurance

7.1 Immediately the equipment arrives at the location and is accepted by the Customer all risks associated with the equipment and its use shall become the sole responsibility of the Customer and such responsibility shall endure for the term or such other period during which the customer has possession of the equipment.

7.2 Throughout the term the equipment is to be insured by the Customer at the customer's expense for all risks by an insurer approved by Transtank prior to the delivery of the equipment.

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7.3 Prior to the delivery of the goods, the Customer shall provide to Transtank either:

7.3.1 a copy of the policy of insurance, a certificate of currency which certificate of currency shall note the interest of Transtank as owner of the goods; or

7.3.2 subject to the absolute discretion of Transtank written confirmation that the customer is a self insurer.

8 Location and Access

8.1 The Customer will not move the goods from the location without first obtaining the written consent of Transtank to such removal of the goods to a new location. Notwithstanding the requirement of written notification the Customer shall not be prevented from moving the equipment to different sites within the location.

8.2 In circumstances where the Customer is the owner of the location then the Customer grants to Transtank, its representative and agents the right, upon the giving of reasonable notice, (save in the case of emergency when no notice shall be required) to enter upon the location for the purposes of:-

8.2.1 Establishing whether the terms and conditions of this Agreement are being complied;

8.2.2 To carry out any of Transtank's rights pursuant to this Agreement;

8.2.3 To view the equipment prior to the end of the term for the purposes of showing it to another Customer of Transtank.

8.3 In circumstances where the Customer is not the owner of the location then the Customer shall upon the request of Transtank obtain a landlord's waiver from the owner of the location for the purposes of allowing Transtank's representatives and agents to enter upon the property for the purposes set out in clause 8.1 above.

9 Not to Affix

At no stage during the term shall the Customer deal with the equipment in such a manner such that the equipment becomes affixed to the location.

10 Not To Part With Possession

During the term the Customer shall not part with possession of the equipment or allow any other person to exercise effective control over the equipment and the Customer shall not sell dispose of or otherwise encumber the equipment or any part thereof.

11 GST

All amounts expressed in this agreement are expressed as being exclusive of GST and the liability to pay GST shall be borne by payment. It shall be the obligation of the party requesting payment to provide the party required to make payment with a tax invoice prior to the due date for the payment.

12 Consent to Commission

Transtank has disclosed to the Customer that it may in certain circumstances pay a commission to an agent or other third party in respect of the Customer entering into this

Agreement.

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13 Indemnity

13.1 Any false or misleading information supplied by the Customer to Transtank.

14 Compliance

During the term the Customer shall ensure that the use to which the Customer is putting the equipment is permitted by all local, state and federal laws and in pursuance thereof the Customer shall do all such acts, matters and things as may be required to comply with such laws at the expense of the Customer.

15 Termination

If any party commits any breach of this Agreement then any other party may subject to the provisions of this Agreement and without prejudice to any other rights at any time during the continuance of the breach terminate this Agreement and sue the party in breach for damages for breach of the Contract and all expenses incurred by the party suffering the effects of the breach.

16 Consequences of Default

If any party to this Agreement commits a breach of this Agreement the party in default shall without prejudice pay on demand:-

- A. All reasonable expenses incurred by the other party as a result of the breach;
- and
- B. Interest on any money overdue during the period of default at a rate 4% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic).

17 Time to Remedy Default

Time shall be of the essence of this Agreement. However, without prejudice to the provisions contained in this Agreement if either party defaults under this Contract the other party shall not be entitled to exercise any of the rights arising out of the default including the right to sue for money then owing until the party in default has been served with a written notice specifying the default and the intention to exercise the rights unless the default is remedied and the reasonable legal costs occasioned by the default are all paid within seven (7) days of service of the Notice and the party in default fails to comply with the Notice.

18 Notices

18.1 A notice, approval, consent or other communication under this Deed:-

- (a) must be in writing;
- and
- (b) must be left at the address of the addressee, or sent by prepaid post or by facsimile to the address of the addressee specified in this Deed or if the addressee has notified another address to that new address.

The facsimile number for each party is:-

Transtank (03) 9369 2199

Customer (03)

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18.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

18.3 A letter or facsimile is taken to be received:-

(a) in the case of a posted letter, on the third day after posting or in the case of international post the seventh day;

and

(b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number.

19 Waiver

The failure or omission of a party at any time to:-

(a) enforce or require the strict observance of or compliance with any provision of this Agreement

or

(b) exercise any election or discretion under this Agreement;

shall not operate as a waiver of them or of the rights of a party, whether express or implied, arising under this Agreement.

20 Variations

No variation, modification or waiver of any provision of this Agreement shall be of effect until confirmed in writing and signed by all parties and shall be limited and the variation, modification or waiver expressly provided.

21 Governing Law

This Agreement shall be deemed to be governed by the Law of the State of Victoria and any action relating to this Agreement shall be taken in the appropriate Court in that State.

22 Assignment

Neither party shall be at liberty to assign the benefit of this Agreement to any other person, partnership of persons, company or trust without the consent in writing of the other party.

23 Special Conditions

(Insert if applicable)

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IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first hereinbefore written.

EXECUTED by **TRANSTANK PTY LTD**
(ABN 76 094 864 963) in accordance with its
Constitution by authority of a resolution of its
Board of Directors by its authorised
representative in the presence of:

.....
Signature of Authorised Person

Name of Authorised Person

EXECUTED by _____

(ABN _____) in accordance with
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