

MOBILE STORAGE UNIT HIRE TERMS AND CONDITIONS

This agreement (the "Agreement") is made between Warehouse Node ("Owner") and the Customer, on the terms set out in this document. If the Customer wishes to hire the Mobile Storage Unit, the Customer must complete and sign (or otherwise accept in the manner required by the Owner) a Hire Schedule and any other documents as required by the Owner. Each Hire Schedule is not a separate contract but forms a part of this Agreement between the Owner and the Customer.

1. Definitions

In this Agreement:

- "Authority" means any Governmental or semi-Governmental or Local Government Authority, public agency, statutory corporation, or other utility of legal entity having statutory right in respect of approvals.
- "Claim" means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement, or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future, or contingent.
- "Commencement" means the date upon which the Mobile Storage Unit is hired as specified in the Hire Schedule as the 'On Hire Date'.
- "Customer" means the person or entity specified in the Hire Schedule and includes the Customer's employees, executors, administrators, and representatives.
- "Mobile Storage Unit" means any kind of Mobile Storage Unit or Mobile Storage Units hired by the Customer from the Owner from time to time.
- "Delivery Address" means the address where the Mobile Storage Unit is to be delivered to as specified in the Hire Schedule.
- "Goods" means the property from time to time stored in the Mobile Storage Unit.
- "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Hire Charge" means the amount specified in the Hire Schedule payable by the Customer to hire the Mobile Storage Unit.
- "Hire Period" means the period from the Commencement until the conclusion of the hire as specified in the Hire Schedule. The Owner may issue and require the Customer to sign an amended Hire Schedule for any extension of the Hire Period.
- "Hire Schedule" means the document that specifies the number of Mobile Storage Units to be hired, the Hire Period, the Hire Charge, and other details relating to the hire of the Mobile Storage Unit.
- "Owner" means Warehouse N and its Personnel.
- "Personnel" in relation to a party means the party's officers, office-holders, employees, agents, and contractors.
- "PPS Act" means the Personal Property Securities Act 2009 (Cth).
- "Tax Invoice" has the same meaning as in the GST Act.

2. The Owner's Obligations

The Owner will:

- Provide the Customer with a Mobile Storage Unit for the Hire Period.
- Provide the Mobile Storage Unit to the Customer in a clean condition and in good repair.
- Arrange for the Mobile Storage Unit to be delivered to the Customer at the Commencement of the Hire Period at the Customer's expense.
- Arrange for the Mobile Storage Unit to be returned to the Owner at the end of the Hire Period at the Customer's expense.

3. Obligations of the Customer

The Customer:

- must ensure that the Owner is granted unfettered access to the Delivery Address for delivery and collection of the Mobile Storage Unit;
- must maintain the Mobile Storage Unit in good repair and condition, fair wear and tear excepted;
- must ensure the Mobile Storage Unit is at all times stored safely and protected from theft, loss, or damage and is used in accordance with the manufacturer's guidelines; warrants that only Goods owned by the Customer will be stored in the Mobile Storage Unit unless otherwise agreed in writing with the Owner;
- must not move or cause the Mobile Storage Unit to be moved from the Delivery Address without first obtaining prior written consent from the Owner;
- must immediately notify the Owner of any loss, theft, or damage to the Mobile Storage Unit; authorizes the Owner to inspect the Mobile Storage Unit at any time during the Hire Period;
- must remove all Goods from the Mobile Storage Unit at the end of the Hire Period; and
- must return the Mobile Storage Unit in a clean state, including free from graffiti, labels, and other markings, and in good repair at the end of the Hire Period.

4. Payments by the Customer to the Owner

4.1 Subject to any other agreement between the parties and unless specified by the Owner in writing, the Hire Charge must be paid by the Customer and is due for payment within 7 days of the date that the Owner delivers a Tax Invoice to the Customer for the hire of the Mobile Storage Unit.

4.2 If the Customer does not pay the Hire Charge by the due date for payment under this Agreement, the Owner may charge the Customer interest on the outstanding amount calculated daily at 10% per month on all amounts owing by the Customer until the outstanding amount is paid in full.

4.3 The Owner may vary the interest rate under clause 4.2 from time to time by notifying the Customer.

4.4 The Customer must pay all amounts specified on the Tax Invoice, including: (a) the replacement value of any Mobile Storage Unit which is for whatever reason not returned to the Owner, whether by theft or loss or some other reason; (b) all costs incurred in cleaning the Mobile Storage Unit, including the removal of labels and graffiti and other markings, if the Mobile Storage Unit is not returned to the Owner in a clean state; (c) the cost of transporting the Mobile Storage Unit to and from the Delivery Address; (d) the cost of any delays associated with the transportation of the Mobile Storage Unit as a result of issues with access to the Delivery Address; (e) the cost of repairing any damage to the Mobile Storage Unit, unless expressly agreed otherwise in this Contract; (f) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies, or charges payable in respect of this Agreement or arising from the Owner's supply or the Customer's use of the Mobile Storage Unit; (g) all costs incurred by the Owner in recovering possession of the Mobile Storage Unit; (h) a late payment fee calculated daily at 10% per month on all amounts owing by the Customer not paid on time; (i) any additional Hire Charges; and (j) any costs and expenses incurred by the Owner in enforcing this Agreement.

4.5 If the delivery of the Mobile Storage Unit is delayed at the Customer's request or as a result of any act or omission on the part of the Customer, the Hire Charge will be due and payable from the date specified in the Hire Period as the Commencement Date.

4.6 If the Customer terminates this Agreement before the end of the Hire Period, the Customer will pay the Hire Charge to the Owner, plus all other associated amounts, in respect of the balance of the Hire Period as if this Agreement had not been terminated.

5. Personal Property Securities Act

5.1 All terms capitalized in this clause that are not defined in these Conditions take their meaning as defined in the PPS Act.

5.2 This Agreement:

- (a) constitutes a Security Agreement for the purposes of the PPS Act; and
- (b) creates a Security Interest in:
 - (i) the Mobile Storage Unit previously supplied by the Owner to the Customer; and
 - (ii) all future Mobile Storage Units supplied by the Owner to the Customer.

5.3 The Customer must do all things necessary to assist the Owner to continuously perfect any Security Interest arising under this Agreement, including signing any documents or providing any information the Owner reasonably requests for the purposes of protecting its interest under the PPS Act.

5.4 Any Mobile Storage Unit supplied by the Owner to the Customer will constitute a Purchase Money Security Interest (PMSI). The PMSI will continue for any goods coming into existence or for the Proceeds from the sale of the Mobile Storage Unit.

5.5 Until title passes from the Owner to the Customer under this Agreement, the Customer will not or will not permit any Security Interest to be created in the Mobile Storage Unit without the Owner's written consent.

5.6 If the Mobile Storage Unit supplied by the Owner to the Customer is Commingled with any other property, the Owner will have a Security Interest in those Commingled goods, including the Mobile Storage Unit supplied under this Agreement. The Customer must not lodge or permit the lodgment of a Financing Change Statement or an Amendment Demand in respect of the Mobile Storage Unit without the Owner's consent.

5.7 The Customer must immediately notify the Owner in writing of any change in the Customer's name or other identifying characteristics of the Customer or the Mobile Storage Unit in which the Owner holds any Security Interest.

5.8 To the maximum extent permitted by the PPS Act:

- (a) the Owner does not have to give notice to the Customer of any action the Owner takes in accordance with sections 95 or 121(4) of the PPS Act;
- (b) the Owner does not have to give notice under section 130 of the PPS Act;
- (c) the Owner does not have to give the details required under section 132(3)(d) of the PPS Act;
- (d) the Owner does not have to give a written statement of account under section 132(4) of the PPS Act;
- (e) the Owner does not have to give notice required under section 135 of the PPS Act;
- (f) no person can redeem the Security Interest in the Mobile Storage Unit under section 142 of the PPS Act without the Owner's consent; and

(g) no person may reinstate the Security Agreement under section 143 of the PPS Act without the Owner's consent.

5.9 For the purposes of section 275(6) of the PPS Act, the Customer must keep confidential any information relating to this Agreement that is in the nature of information which an interested person could access under section 275(1) of the PPS Act.

6. Defects in the Mobile Storage Unit

The Mobile Storage Unit will be deemed received by the Customer in good condition unless written notice of shortages and/or defects is received by the Owner within two (2) days of the Mobile Storage Unit being delivered to the Customer at the Commencement of the Hire Period.

7. Breach of Agreement by Customer

7.1 If the Customer becomes bankrupt, insolvent, ceases business, or breaches any term of the Agreement, then the Owner will be entitled to:

(a) terminate this Agreement; and/or (b) sue for the recovery of all monies owing by the Customer; and/or (c) repossess and remove the Mobile Storage Unit (and is authorized to enter any premises where the Mobile Storage Unit is located to do so); and/or (d) exercise any or all of its other rights in accordance with the law.

7.2 The Owner may terminate this Agreement without penalty if, for any reason, it considers that it cannot supply the Mobile Storage Unit to the Customer.

7.3 Upon termination of this Agreement:

(a) all amounts owing by the Customer, whether actually or contingently, become payable; and (b) the Customer must do all things necessary to ensure the return of the Mobile Storage Unit in its possession or control to the Owner within seven (7) days.

7.4 The Owner may terminate this Agreement at its sole discretion prior to the delivery of the Mobile Storage Unit to the Customer if it receives a credit assessment of the Customer that is considered to be unsatisfactory.

8. Removal of Mobile Storage Unit

8.1 The Customer grants the Owner unfettered access to the Delivery Address to, inter alia:

(a) remove the Mobile Storage Unit where this Agreement permits the Owner to do so; (b) remove the Mobile Storage Unit where such actions are, in the Owner's opinion, necessary to safeguard and secure the Mobile Storage Unit; (c) remove the Mobile Storage Unit where a landlord requests the Mobile Storage Unit to be removed from its property; and (d) remove the Mobile Storage Unit where the Customer is unable to be contacted for a period exceeding 30 days.

8.2 Upon the end of the Hire Period or earlier termination, the Customer agrees to return the Mobile Storage Unit to the Owner free from any Goods, failing which the Customer irrevocably appoints the Owner as its agent to remove the Goods at the Customer's expense.

8.3 The Customer acknowledges and agrees that the Owner is not liable for any loss or damage occasioned to the Goods where they are removed in the circumstances referred to in clause 8.2.

8.4 The Customer acknowledges and agrees that the Owner is under no obligation to ensure the safe storage of the Goods where they are removed in the circumstances referred to in clause 8.2 above, and the Owner is entitled to leave the Goods at the Delivery Address or any other premises occupied by the Customer or sell the Goods and apply the proceeds of sale to the payment of any outstanding Hire Charges.

9. Limitation of Liability

9.1 The Owner gives no warranties and makes no representations whatsoever relating to the Mobile Storage Unit's condition, quality, suitability, or fitness for any ordinary or special use of the Mobile Storage Unit.

9.2 Nothing in this Agreement excludes, restricts, or modifies any rights the Customer may have under the Australian Consumer Law or any other law which operates to protect the hirers of goods in various circumstances.

9.3 The Owner's liability for breach of any condition or warranty is limited to the supplying of the Mobile Storage Unit again to the Customer or to the repair of the Mobile Storage Unit at the Owner's expense.

10. Disputes

The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to the Owner in writing within 30 days of the date of the Tax Invoice. In the event that no communication is received from the Customer within that 30-day period, the Hire Charges are deemed to be accepted by the Customer.

11. Governing Law

The Owner and the Customer agree that this Agreement will be construed in accordance with the laws in force in Western Australia, and the parties submit to the jurisdiction of the Courts of Western Australia.

12. Risk

12.1 The Customer holds the Mobile Storage Unit as a Bailee only, and title to and in the Mobile Storage Unit remains with the Owner at all times.

12.2 The Mobile Storage Unit will be entirely at the risk of the Customer from the date that it leaves the Owner's premises or control and until it is returned to the Owner's address or an address nominated by the Owner.

12.3 The Mobile Storage Unit is provided to the Customer at its own risk, and the Customer agrees to indemnify and keep indemnified the Owner and its Personnel against any Claim

incurred or suffered as a result of: (a) the transport and possession and use of the Mobile Storage Unit; (b) any act or omission on the part of the Owner; (c) a breach of this Agreement by the Customer; (d) any act with respect to repossessing the Mobile Storage Unit; (e) a willful or negligent act or omission by the Customer or its Personnel; (f) a breach or non-compliance with any legislation, statute, ordinance, regulation, by-law, or order made thereunder or other lawful requirement of any Authority; and/or (g) any loss or damage to the Mobile Storage Unit and/or the Goods.

13. Insurance

13.1 The Customer must take out and maintain insurance against loss or damage to the Goods.

13.2 The Customer must take out and maintain, in the names of both the Owner and the Customer: (a) Insurance against loss or damage to the Mobile Storage Unit by fire, theft, or accident during the Hire Period (the limit of which insurance must be for an amount not less than the replacement value of the Mobile Storage Unit); (b) a comprehensive public liability policy to cover all sums that the Customer may become legally liable to pay as compensation consequent upon death of, or bodily injury (including disease or illness) to any person; and (c) loss of, or damage to, property, happening anywhere arising out of or in connection with the hire of the Mobile Storage Unit.

13.3 During the Hire Period, the Customer must not do any act or thing which might invalidate or prejudice any such insurance or the Owner's interest in the Mobile Storage Unit.

13.4 The Customer must produce a current certificate of insurance to the Owner when requested, within seven (7) days of such a request.

14. Miscellaneous

14.1 The Customer must not assign or subcontract all or any of its rights under the Agreement.

14.2 These Terms and Conditions may be changed from time to time by the Owner giving notice of the amendment to the Customer.