

# **OLDFIELDS:**

## TERMS & CONDITIONS

Sales of Material



## 1. TERMS OF PAYMENT

The terms of payment are Net Cash Thirty (30) days from invoice, unless otherwise agreed to by the company in writing.

## 2. RISK

All risk for loss or damage after delivery is to the account of the Purchaser.

## 3. RETURN OF GOODS

Goods cannot be returned after 14 days of invoice date without the approval of the Company.

## 4. SPECIFICATION

The Company may modify the design of its goods without notice.

## 5. DELAYS

The date for delivery (if any) shown hereon is the estimated date for delivery only and the Company shall be under no liability for any loss or damage however arising if the goods are not delivered by that date. Where the Company is unable to deliver the goods because of hindrances such as accidents to machinery, differences with workmen, strikes, lockouts, breakdowns, labour shortages, fires, floods, priorities required or requested by any Government or its agents, delays in transportation, lack of transportation facilities or restrictions imposed by any laws or any cause beyond the control of the Company, then the estimated date for delivery shall be extended until the cessation of the effect of such hindrances.

## 6. LIABILITY IN THE EVENT OF SALE TO NON-CONSUMERS

In the case of goods or services which are supplied by the Company to a person or corporation who or which is not a consumer within the meaning of the Trade Practices Act (Commonwealth) (a "Consumer").

a) The Purchaser agrees that in purchasing the goods or requiring the services it has not relied on any inducement, representation or statement made by or on behalf of the Company and that there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorized representative of the Company).

b) No claim for shortage of or damage to goods will be entertained by the Company unless a claim in writing is received within 14 days after delivery. The goods in respect of which any such claim is made shall be preserved intact as delivered for a period of 14 days after such notice is given within which time the Company shall have the right to attend and inspect the goods. Any breach of this Condition shall disentitle the Purchaser to any allowance for a claim. The Company shall not be liable to make good any expenditure, damage and/or loss arising out of any use or dealing with any goods delivered pursuant to this contract, however, such expenditure, damages or loss shall arise and whether from any defect in the goods or otherwise, the Company's liability being strictly limited to replacement of any defective goods on such defective goods being returned to the Company.

c) The Purchaser shall not be liable for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Purchaser. Goods delivered to the Company remain at Purchaser's risk; and

d) In the event that the Purchaser duly calls upon the Company to indemnify the Purchaser pursuant to a right accruing to the Purchaser under the Trade Practices Act in respect of any liability of the Purchaser to a Consumer as a result of a breach of a condition of warranty implied by the Trade Practices Act in a contract for the supply of goods by the Purchaser to that Consumer:

i) In respect of goods that are of a kind ordinarily acquired for personal, domestic or household use or consumption, the foregoing provisions will not apply and the liability of the Company to the Purchaser is limited to indemnifying the Purchaser in accordance with the Trade Practices Act, and

ii) In respect of goods other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the foregoing provisions will not apply and the liability of the Company to the Purchaser is, subject to the Trade Practices Act, limited to a liability to pay the Purchaser an amount equal to the cost of replacing the goods, or the cost of having the goods repaired, whichever is the lowest amount.

## 7. LIABILITY IN THE EVENT OF SALE TO CONSUMERS

In the case of goods or services which are supplied by the Company to a person or corporation who or which is a Consumer:

a) Except for any other conditions or warranties issued in writing by the Company and except for those conditions and warranties implied by the Trade Practices Act or other sale of goods or consumer protection legislation which may not be excluded, the Purchaser agrees that it has not relied on any inducement, representation or statement made by or on behalf of the Company in purchasing the goods or requiring the services and that there are no implied conditions or warranties herein or collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorized representative of the Company);

b) To the extent that the goods or services, the subject of these provisions are goods or services of a kind not ordinarily acquired for personal, domestic or household use or consumption (within the meaning of the Trade Practices Act) the liability of the Company to a Purchaser who is a Consumer for breach of any warranty or condition (other than a warranty or condition implied by Section 69 of the Trade Practices Act) or for breach of a duty of care shall in all cases be limited, at the option of the Company, in the case of goods, to any one or more of the replacement of the goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or acquiring equivalent goods or the payment

of the cost of having goods repaired, and, in the case of services, the supplying of services again or the payment of the cost of having the services supplied again, and (without limiting the generality of the foregoing) shall not include any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of breach; and

c) Goods delivered to the Company remain at the Purchaser's risk.

## 8. SPECIFICATION

Alterations to orders will not be accepted once production of the goods has commenced.

## 9. PRODUCT MODIFICATION

Never modify any products, including scaffold components, without authorisation from the Company as this may result in a safety or performance hazard.

## 10. ALTERATION TO CONTRACT

Unless expressly acknowledged by the Company in writing, any variations to this contract are not accepted and will be treated as inapplicable.

## 11. PURCHASED EQUIPMENT

The Company will, upon request, and at the cost of the Purchaser, assign to the Purchaser such guarantees or warranties from equipment suppliers and sub-contractors as it receives and are capable of assignment.

## 12. GOVERNING LAW

This contract shall be governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of its courts.

## 13. TITLE

a) Title to and property in the goods shall not pass to the Purchaser until the Purchaser has paid the Company the total purchase price of the goods under this contract and all monies outstanding under any other sale of goods contract with the Company.

b) Until payment of the total purchase price (or all monies outstanding), the Purchaser shall store the goods as bailee in such a way that clearly identifies the goods as being the property of the Company.

c) Until payment of the total purchase price (or all monies outstanding), the Purchaser is to insure the goods with all proper care. Any insurance claims in respect of damage to or destruction of the goods are hereby assigned to the Company. The Purchaser hereby indemnifies the Company against any loss or damage to the goods however arising.

d) The Purchaser is entitled to resell the goods in the usual course of its business but, in such case, the Company is to be entitled to receive from proceeds of such sub-sale payment of the total purchase price (or all monies outstanding), which proceeds to the extent of the amount of the total purchase price outstanding (or all monies outstanding) shall be kept in a separate account and held by the Purchaser in trust for the Company.

e) The Purchaser shall, on request, disclose to the Company all relevant information regarding the goods and any sub-sale by the Purchaser.

f) The Purchaser shall inform the Company immediately of any levy of execution to attempt the levy execution by a third party against the goods, the title to which is reserved to the Company pursuant to this contract or any other sale of goods contract with the Company.

g) If the Purchaser fails to pay the Company the total purchase price on the due date for payment or any of the events referred to in Clause 13 occur, then without prejudice to any other remedy the Company shall be entitled to retake possession of the goods or any part of the goods without notice or demand and for the purpose the Purchaser authorizes the Company by its servants or agents to enter any premises owned, leased or otherwise occupied by the Purchaser for the purpose of taking possession of the goods and authorizes the Company by its servants or agents to use all reasonable force to obtain such possession. In the event that the goods are not situated on premises owned, leased or otherwise occupied by the Purchaser, the Purchaser shall arrange that the Company be entitled to collect the goods wherever they are situated.

## 14. Default

The Company is not obliged to deliver the goods or any part of the goods if:

a) The Purchaser is in default of any of its obligations under this contract or any other sale of goods contract with the Company;

b) The Purchaser (or if the Purchaser is a partnership, a partner in the Purchaser) being a natural person, commits an act of bankruptcy and/or becomes insolvent, bankrupt or calls a meeting of its creditors;

c) The Purchaser, being a company, goes into receivership or liquidation or is wound up or dissolved or enters into any scheme or arrangement with its creditors or any class thereof or is placed under official management or a receiver or manager or a receiver and manager of its assets is appointed or an inspector or investigator is appointed pursuant to the



Corporations Law or is deregistered; or

d) The Company has reasonable grounds for suspecting that the Purchaser may be in default of this contract or any other sale of goods contract with the Company, or shall become insolvent, bankrupt or call a meeting of creditors, or go into receivership, official management or liquidation (except for the purpose of voluntary re-organisation).

#### 15. PAYMENTS

a) The Company shall appropriate payments by the Purchaser for goods under this contract or any other sale of goods contract with the Company as it thinks fit, notwithstanding any purported appropriation by the Purchaser to the contrary.

b) Payments made by cheque shall not be considered to have been made until the cheque is honoured.

#### 16. SEVERABILITY

Any provision of this contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but that shall not invalidate the remaining provisions of this contract or affect the validity or enforceability of such provision in any other jurisdiction

#### 17. INTERPRETATION

"Company" means Oldfields Holdings Pty Limited, ABN 92 000 307 988 and/or any of its related corporations as defined in Section 9 of the Corporations Law.

#### 18. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties with respect to its subject matter. Except as set out in this agreement, there are no representations or warranties that have been relied upon by the Purchaser in entering into an agreement.



# OLDFIELDS HIRE & SERVICES: TERMS & CONDITIONS



These are the terms and conditions referred in the front page of the document headed "Hire Contract" overlaid between the Company and the Hirer and such form part of the Hire Contract ("Terms"). The Hirer agrees to hire the Equipment on the terms of this Hire Contract

## 1. DEFINITIONS

In this Hire Contract:

**Company** means Oldfields Holdings Pty Ltd (ABN 92 000 307 988) including its successors or assigns.

**Equipment** means the equipment so described in the front page of the Hire Contract ("Front Page") and includes any additional or replacement equipment or accessories provided under this Hire Contract.

**Hire Contract** means this contract between the Company and the Hirer and includes the Front Page and the Terms relating to the hire of the Equipment by the Hirer.

**Hire Period** means the period of hire determined under clause 4 of this Hire Contract.

**Hirer** means the person, business or corporation so named in the Front Page. **Off**

**Hire Number** means the confirmation issued by the Company to the Hirer signifying the end of the Hire Period

## 2. USE OF EQUIPMENT

2.1 The Hirer agrees to use the Equipment:-

- (a) in a skilful and proper manner and for the purpose and within the capacity for which it was designed;
- (b) for legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all government authorities in relation to use of the Equipment;
- (c) at the address described on the Front Page ("Site") and the Equipment is only to be removed from the Site for the purpose of returning it to the Company, unless otherwise agreed by the parties;
- (d) by it or by its suitably competent employees or, with the approval of the Company, by a suitably competent, certified or licensed operator or certifier.

2.2 The Hirer agrees not to alter or interfere with the Equipment or their identification number

2.3 Is aware of the proper use for which the Equipment is designed and is satisfied that it is suitable for the purpose required by the Hirer; and

2.4 Acknowledges the instructions given by the Company in the proper and safe manner of using the Equipment including those set out in the Front Page and agrees to comply with these instructions

## 3. PERIOD OF HIRE

3.1 Unless provided elsewhere in the Hire Contract, the Hire Period shall commence on the "Date Out" and cease on the "Return Date", as such dates are shown on the Front Page.

3.2 Despite clause 3.1 above, the Hire Period shall cease when the Equipment is collected by, or returned to the Company or when the Company issues the Hirer an Off Hire Number, whichever is the sooner.

3.3 The receipt by the Hirer of an Off Hire Number shall not relieve the Hirer for liability for the Equipment until it is collected by, or delivered to, the Company.

3.4 The Hirer may be liable for hire or related charges arising from not obtaining an Off Hire Number from the Company, unless the Hirer can prove the return of the Equipment on or by the Return Date or other agreed date.

## 4. RETURN OF EQUIPMENT

4.1 Unless otherwise agreed by the parties or where the Hirer requests that the equipment be collected by the Company, the Hirer agrees to return the Equipment to the Company to its premises as noted in the Hire Contract immediately at the end of the Hire Period between the hours of 7am and 5pm on weekdays. For the avoidance of doubt, no returns will be accepted on weekends or public holidays or after 5pm.

4.2 Where the Hirer requests that the Equipment be collected by the Company, the Company will use best endeavours to collect the Equipment within 2 working days of such request but it will not be liable to the Hirer if it fails to do so.

4.3 If the Equipment is not returned at the end of the Hire Period or such other time as provided by the Hire Contract, the Hirer will be charged at the same rate of hire until the Equipment is either returned to, or collected by, the Company, up to the date provided when the Hirer obtains an Off Hire Number.

4.4 Receipt of return of the Equipment by the Company is not evidence that the Company accepts the condition in which the Equipment was returned to the Company.

## 5. HIRE CHARGES

5.1 The Hirer will pay the hire charges at the rate set out in the Front Page and in the manner specified during the Hire Period ("Hire Charges").

5.2 The Hire Charges may be amended with the consent of the parties if Hire Period is altered.

5.3 Hire Charges and all other charges or expenses payable to the Company under this Hire Contract shall be invoiced on a "plus GST" basis unless otherwise stated.

5.4 Unless the Hire Contract provides otherwise, where the Hirer fails to return the Equipment to the Company by the Return Date or other agreed date, then the Company, without limiting its other rights under the Hire Contract, may continue to charge the Hirer Hire Charges until the Equipment is returned to the Company up to the date provided by the Company when the Hirer obtains an Off Hire Number.

## 6. DELIVERY

6.1 If the Hirer requests the Company to deliver, install, erect, dismantle or collect the Equipment, the Hirer agrees to pay to the Company all of the Company's reasonable expenses incurred in complying with this request in addition to the Hire Charges. These non-

hire charges or expenses shall be notified by the Company to the Hirer at the time such request is made. These expenses may also include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to prepare the Site and resulting wasted journeys by the Company or its representatives.

6.2 The Company shall not be liable to the Hirer for any loss or damage the Hirer suffers in the event of any non delivery or, or delay in delivering, the Equipment.

6.3 The Hirer must inform the Company within 24 hours of delivery of the Equipment to it, if the Equipment supplied does not conform with the terms of the Hire Contract otherwise it shall be deemed to do so and in such case the cost of replacing the Equipment, if so requested by the Hirer, will be borne by the Hirer.

## 7. EQUIPMENT MAINTENANCE

7.1 The Hirer may request the Company to perform maintenance or repair services upon the Equipment and the costs of such services shall be borne by the Hirer.

7.2 The Hirer must not, nor permit a third party to, perform maintenance or repair services on the Equipment.

7.3 In the event that the Hirer breaches clause 7.2 above, the Hirer shall be deemed to have agreed to buy the subject Equipment at its then retail price, as communicated to it by the Company, and such sale shall be deemed to take effect as from the end of the Hire Period and the parties agree to all things to give effect to such sale.

## 8. EQUIPMENT FAILURE

8.1 If the Equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of Equipment and to notify the Company immediately.

8.2 The Hirer will on no account attempt to repair the Equipment without the consent of the Company and will immediately return the Equipment to the Company's premises if required to do so by the Company.

8.3 The Hirer agrees to immediately notify the Company of any accident involving the Equipment.

## 9. CLEANING AND REPAIR

If the Equipment is not returned in a clean condition, in good repair and working order (fair wear and tear excepted) the Company may at its sole discretion charge the Hirer for all reasonable costs of cleaning the Equipment, restoring it to good repair and working order, or replacement of Equipment, which cannot reasonably be repaired.

## 10. PAYMENT (COD not applicable)

10.1 Accounts are due and payable at the end of the Hire Period, or on a weekly basis, whichever is the sooner. Hire, delivery, installation, erection, dismantling, collection and maintenance charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. The Company may separately invoice non-hire charges or expenses which shall be paid within 30 days of the issue of an invoice (unless otherwise notified).

10.2 Where credit is extended terms are cash thirty (30) days from date of invoice. The provision of a credit facility to the Hirer on one occasion does not mean such will be provided on another occasion.

10.3 The Company may, in its sole discretion, on notice to the Hirer either cancel or suspend a credit facility with the Hirer in the event of any breach of this Hire Contract by the Hirer and where the facility is cancelled the Hirer agrees to pay all outstanding amounts due by it to the Company under this Hire Contract within 24 hours of cancellation.

## 11. LATE PAYMENT

11.1 Interest is payable on any amounts outstanding at the end of the Hire Period at the rate of 10% per annum calculated on a daily basis.

11.2 Where Hire Charges are paid by credit card the Hirer expressly permits the Company to charge to that credit card any additional charges or expenses that may become due and payable by the Hirer under this Hire Contract including but not limited to those payable as a result of late return of the Equipment, extension of the Hire Period, damage to, or loss of the Equipment, retrieval of the Equipment or any other charges that the Hirer accepts responsibility for as part of accepting this Hire Contract even if the charges are identified after the issue of an Off Hire Number.

## 12. TITLE

12.1 Title to all Equipment hired by the Company to the Hirer remains with the Company and does not pass to the Hirer on any account whatsoever.

12.2 During the hire period, the Hirer must:

- (a) Hold the Equipment as the bailee and fiduciary agent of the Company
- (b) Not supply or sell the Equipment to any person, other than with the Company's prior written consent
- (c) Not allow any person to have or acquire any encumbrance or security interest in the Equipments

12.3 The Hirer has no right to sell the Equipment or deal with the Equipment during the Hire period.

12.4 In the event that the Company agrees to sell (rather than hire) any Equipment to the Hirer, title in that Equipment will remain with the Company until the price for that Equipment (together with all other



moneys owing by the Hirer to the Company on any account whatsoever (whether under this Agreement or otherwise) (**Amount outstanding**) is paid to and received in full by the owner in cleared funds. Until title to any Equipment purchased by the Hirer in accordance with this clause 5.4 passes to the Hirer, the Hirer must comply with the obligations set out in clauses 12.2 (a)-(c) (inclusive) and must not sell or otherwise dispose of the Equipment until the amount outstanding is paid in full (and in cleared funds) to the Company.

### 13. EXCLUSION OF WARRANTIES

13.1 To the extent permitted by law, all warranties in relation to the Equipment are excluded. To the extent warranties are implied by law and cannot be excluded, the Company limits its liability in respect of those warranties to the

replacement or repair of the Equipment at its sole discretion. In no circumstances shall the Company be liable for consequential or indirect loss suffered by the Hirer in respect of its use or non use of the Equipment.

13.2 The Company accepts no responsibility for any drawings, designs or specifications and submission of any drawings, design or specifications does not constitute any warranty, guarantee, representation or opinion of the practicality of construction or the efficacy, safety or otherwise of the Equipment and the Company will not be responsible for the cost of any additional work caused by defects in such drawings, designs or specifications.

### 14. INDEMNITY

14.1 The Hirer shall indemnify the Company and will keep it indemnified, from and against any loss or damage it may suffer arising out of or in relation to:

(a) any negligent, wilful or fraudulent act or omission on the part of the Hirer, its employees, servants, contractors, generally and in particular with respect to the use of the Equipment;

(b) any breach by the Hirer of its obligations under the Hire Contract.

14.2 Unless otherwise stated in the Hire Contract, the Hirer:

(a) agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss of, or damage to, property, arising out of the delivery, servicing, storage, possession, use or failure of the Equipment during the Hire Period ("**Claims**"); and

(b) agrees to indemnify the Company with respect to these Claims; and

(c) will indemnify the Company against any and all losses, damages or expenses incurred by it as a result of the loss of, or damage to, the Equipment however caused.

14.3 Despite any other clause, the liability of the Hirer to indemnify the Company under this Hire Contract will be reduced to the extent such liability arose due to the negligence of the Company.

### 15. TERMINATION

15.1 The Company may terminate this Hire Contract on written notice to the Hirer at anytime if the Hirer:

(a) commits a breach of this Hire Contract and does not remedy such breach within 5 days of being advised of the breach by the Company; or

(b) being a company, is placed into administration, receivership, liquidation or other form of external management or if an individual, commits an act of bankruptcy.

15.2 Upon termination the Hirer authorises the Company to enter upon the Site or such other place where the Equipment is located to retrieve the Equipment at the cost of the Hirer and the Hirer shall immediately pay any outstanding Hire Charges or other charges or expenses to the Company.

15.3 Termination of this Hire Contract does not affect the accrued rights of the parties at law.

### 16. SITE ACCESS

The Hirer will, upon the request of the Company, allow, or cause to allow, the Company or its representatives to enter the Site or such other place where the Equipment is located for the purposes of this Contract including delivery, installation, erection, inspection, maintenance, collection or repossession of the Equipment.

### 17. INSURANCE

17.1 Risk in the Equipment shall pass to the Hirer upon delivery of such to the Hirer.

17.2 The Hirer will effect for the duration of the Hire Contract replacement insurance with a reputable insurer in the joint names of the Hirer and the Company against loss or damage in respect of the Equipment however caused, and will provide proof of such insurance to the Company upon its request.

### 18. LOST GOODS

18.1 Where Equipment is not returned to the Company or where the Company receives notice that an item of Equipment has been lost or where after reasonable notice from the Company, the Hirer does not produce all or part of the Equipment, such Equipment shall be treated as "Lost Equipment".

18.2 The Company may invoice the Hirer for the Lost Equipment at the retail sale price of such as at the date of the invoice and the Hirer will pay the invoice immediately upon its receipt of such.

18.3 Until the sum described in clause 18.2 above is paid, Hire Charges will continue to accrue for the Lost Equipment.

18.4 Where the Lost Equipment is subsequently returned to the Company or recovered and taken back into use by the Hirer, the Hirer shall be entitled to a credit equal to the sum paid for the Lost Equipment and the Company shall be entitled to off-set against such sum received in payment of the Hire Charges in respect of the Lost Equipment as if such Equipment had

never been lost but had throughout and continuously been in possession and use of the Hirer.

### 19. NOTICES

19.1 A notice or other communication given under or about this Hire Contract must be in English and in writing and delivered or sent by prepaid post, facsimile or email to the address, facsimile number or email address of the addressee as notified in writing by the addressee to the sender from time to time.

19.2 A notice or other communication given under or about this Hire Contract is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, 3 days after posting; or

(c) if sent by facsimile or email, when the sender's facsimile or email system confirms the notice or other communication has been transmitted in its entirety to the facsimile number or email address of the addressee, as the case maybe.

### 20. PERSONAL PROPERTIES SECURITY ACT (PPSA)

(a) Defined terms in this clause have the same meaning as given to them in the PPSA.

The Company and the Applicant acknowledge that these terms constitute a Security Agreement and gives rise to a Purchase Money Security Interest ("PMSI") in favour of the Company over the Equipment, supplied to or to be supplied to the Applicant as Grantor pursuant to these Terms and that the Equipment supplied or to be supplied under these terms fall within the PPSA classification of "Other Goods".

The Company and the Applicant acknowledge that the Supplier as Secured party, is entitled to register its Security Interest in the Goods supplied or to be supplied to the Applicant as Grantor under these Terms on the PPSR as Collateral.

(b) To the extent permissible at law, the Applicant:

Waives its right to receive notification of or a copy of any verification statement confirming registration of a Financing Statement or a Financing Change Statement relating to a security interest granted by the Applicant, as Grantor, to the Company; Agrees to indemnify the Company on demand for all costs and expenses, including legal costs and expenses on a solicitor/client basis, associated with the ; Registration or amendment or discharge of any Financing Statement registered by or on behalf of the Company; and Enforcement or attempted enforcement of any security interest granted to the Company by the Applicant.

Agrees that nothing in sections 130 to 143 of the PPSA relating to enforcement by the Company of any Security Interest created or provided for herein will apply to these Terms or the Security under the Terms; Waives any rights it may have under sections 95, 123, 130, 132 (4), 135, 142, 143, 129, 132(3)(d) of the PPSA.

### 21. GENERAL

21.1 A provision of or a right created under this Hire Contract may not be waived, except in writing signed by the party granting the waiver or varied, except in writing signed by the parties.

21.2 The provisions of this Hire Contract shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

21.3 This Hire Contract constitutes the entire agreement of the parties about its subject matter, and any previous agreements, understandings or negotiations regarding the subject matter do not have any effect.

21.4 A party's non-exercise or delay in exercise of a right, power or remedy does not prevent the exercise of that right, power or remedy by that party.

21.5 Nothing contained in this Hire Contract or otherwise shall create a partnership, representation or agency between the parties nor create any fiduciary relationship between them for any purpose whatsoever.

21.6 This Hire Contract is governed by the applicable law of the State .

21.7 The Company shall not be liable for any failure for any failure or delay to supply, deliver or collect the Equipment where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of god, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

