

GENERAL CONDITIONS OF HIRE OR RENT

1. DEFINITIONS

- "Generator Rentals" Generator Rentals Australia (A Division of East Coast Generators Pty. Ltd.)
- "Conditions" These conditions of hire or rent
- "Contract" The Contract for hire or rent of the Plant by Generator Rentals to the Hirer or Renter of which these Conditions form a part.
- "Day" Eight hours unless otherwise specified.
- "Hire Period" The time from when the Plant leaves Generator Rentals' depot or place where last issued until received back at Generator Rentals' depot or delivered to another place named by Generator Rentals.
- "Hirer" The party taking Generator Rentals' Plant on hire or rent whether an individual, firm, company or public authority.
- "Invoice" The invoice or invoices sent by Generator Rentals to the Hirer or Renter in respect of charges incurred by the Hirer or Renter.
- "Plant" All plant, equipment, cable, cable drums, trailers, fuel tanks, machinery and accessories of whatever nature hired or rented by the Hirer or Renter from Generator Rentals.
- "Possession" The plant shall be deemed to be in the possession of the Hirer for all purposes of the contract from the time loading of the Plant begins for transit from Generator Rentals' yard or point of Hire until such time as unloading of the Plant has been completed at Generator Rentals' yard or such other points as Generator Rentals shall direct.
- "Site" The site to which the Plant is delivered (or to be delivered) on the Hirer or Renter's instructions including, without limiting the generality of the foregoing, any ship, truck or other mobile vehicle upon which the Plant is used or intended to be used by the Hirer or Renter.
- "Damage Waiver" Waiver of Generator Rentals Australia' rights against the Hirer or Renter in respect of loss or damage to the plant pursuant to Condition 11.2. DOES NOT CONSTITUTE AN INSURANCE POLICY.
- "Week" Seven consecutive days.
- "Working Week" 9 a.m. on Monday to 5 p.m. on Friday.

1.2 Except to the extent that the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words importing a gender include other genders and corporations and vice versa.
- (c) words importing individuals include corporations and vice versa.
- (d) the word Hirer shall mean Hirer or Renter
- (e) where the Hirer comprises two or more persons those persons are jointly and severally bound by these Conditions and a reference to the Hirer includes a reference to any one or more of those persons.
- (f) a reference to a party to these conditions includes its successors and permitted assigns.

2. APPLICATION AND VARIATION OF THESE CONDITIONS :

- 2.1 These Conditions are deemed to be incorporated in all agreements for the hire of Plant by Generator Rentals Australia to the Hirer and apply in place of and prevail over any terms or conditions contained or referred to elsewhere or implied by trade custom, practice or course of dealing.
- 2.2 These Conditions cannot be varied except in writing signed by each party.
- 2.3 Generator Rentals Australia' catalogues, price lists and quotations do not constitute offers made by Generator Rentals Australia. Hirer's order will be deemed to be an offer to Generator Rentals on these Conditions, Notwithstanding that such order contains terms and conditions which may purport to conflict, add to or vary these Conditions.

3. CANCELLATION

- 3.1 Hirer is not, without Generator Rentals Australia' written consent, entitled to cancel any order or materially vary any specifications after issue of any confirmation or order by Generator Rentals Australia. Such consent may be made conditional on payment by Hirer of a cancellation charge, being an assessment of damage including lost profits suffered by Generator Rentals Australia.
- 3.2 Changes in the specifications provided by Hirer, or errors or omissions from the specifications which results in extra cost to or work by Generator Rentals Australia will be charged to Hirer at Generator Rentals' standard rates for such work. Generator Rentals Australia will use its reasonable best endeavours to advise Hirer in advance of the need for any additional work. Where the requested changes, errors or omissions materially affect the specifications, Generator Rentals Australia shall have the option to terminate the Contract by written notice within a reasonable time of becoming aware of the extent of the effect on the specifications. Generator Rentals Australia shall refund any moneys paid by the Hirer less reasonable costs incurred by Generator Rentals to the date of termination.

4. DOCUMENTATION AND SPECIFICATION

- 4.1 All drawings, designs, specifications and particulars of weights and dimensions submitted by Generator Rentals Australia are intended merely to describe Plant generally. Generator Rentals Australia gives no warranties to accuracy and they are not to be regarded as a warranty, representation or contractual term unless expressly so stated by Generator Rentals Australia in writing.
- 4.2 Generator Rentals Australia reserves the right to alter the specification of standard items accordingly and to make changes to the materials and/or specifications provided that the end performance or fitness for a particular purpose is not prejudiced.
- 4.3 All Generator Rentals Australia ' specifications, drawings and technical representations submitted are the property of Generator Rentals.

5. PRICE AND PRICE VARIATION

- 5.1 Unless otherwise agreed by Generator Rentals Australia in writing, prices quoted are net Ex-Works prices ruling at date of quotation. Any levies or taxes, including sales tax or consumption tax, government charges, duties, or excise, insurance and delivery charges are (unless otherwise specified) additional to prices quoted, and shall be borne by Hirer; Quotations given are always subject to availability of plant and quoted prices are firm for thirty (30) days and thereafter shall be subject to immediate variation by Generator Rentals Australia in its absolute discretion and without prior notice.
- 5.2 If between the date of a quotation or initial agreement on price and the date of delivery the price payable by Generator Rentals Australia for significant material items included in the Plant shall have increased for whatever reason including currency variation. Generator Rentals Australia may increase the price and shall in writing so notify Hirer, who shall accept the Plant at the new price. Generator Rentals Australia shall only increase the price by such amount as is necessary to compensate for the increased cost to Generator Rentals Australia.

6. INVOICING AND PAYMENT

- 6.1 Subject to Generator Rentals Australia approval of Hirer's current credit rating, full payment shall be made within thirty (30) days of invoice date unless otherwise specified by Generator Rentals Australia in writing. Payment by cheque shall not be deemed made until clearance of the cheque.
- 6.2 Generator Rentals Australia reserves the right at its discretion at any time to withdraw any credit terms and substitute Cash With Order or Cash on Delivery or any other terms.
- 6.3 Unless otherwise expressly appropriated by Generator Rentals Australia, payments shall be taken to discharge Hirer's oldest debt, and shall first reduce any interest or costs outstanding, including cost of collection, before reducing the principal debt.
- 6.4 If Hirer fails to make payments on the due date, Generator Rentals Australia may, in addition to any other rights it may have, charge interest on all overdue payments at the rate of 1.5% per month from the due date until the date of payment.

7. DELIVERY AND TRANSPORT

- 7.1 Hirer shall pay the cost and if required by Generator Rentals Australia arrange transport of the Plant from the collection place specified by Generator Rentals Australia to the Site and return to a collection place so specified on completion of the Hire Period. In the event that the Plant requires to be transported for the purpose of repair or damage or breakdown, the cost of which is to be met by Generator Rentals Australia under these Conditions, then the cost of such transport shall be met by Generator Rentals Australia. Similarly, Generator Rentals Australia shall pay the cost of transporting replacement Plant to the Site unless the provision of such replacement Plant is rendered necessary by damage or breakdown of the Plant which is the responsibility of the Hirer under these Conditions.
- 7.2 Any period or date for delivery stated is intended as an estimate only and is not a contractual commitment. The estimate is based on Hirer's total co-operation, the complete accuracy of Hirer's specifications, and the absence of Force Majeure, and will be deemed extended at Generator Rentals

Australia' option in the event of a variation in any of the foregoing. Generator Rentals will use its reasonable endeavours to meet any delivery dates to which it expressly agrees in writing but in no circumstances whatsoever (including when Generator Rentals Australia agrees time to be of the essence) shall Generator Rentals Australia be liable for any loss or damage suffered by Hirer or any other person, and Hirer shall not be entitled to cancel the Agreement when time is agreed to be of the essence until the expiration of seven (7) days from a given delivery date.

7.3 Hirer shall take any action necessary on its part for timely delivery of the Plant.

8. CONDITIONS RELATING TO OPERATION ETC. OF PLANT

8.1 **Loading and Unloading.** The Hirer shall be responsible for loading and unloading the Plant at Site and personnel supplied by Generator Rentals Australia for loading and unloading shall do so as agents of the Hirer and under the Hirer's direction and control.

8.2 **Condition of Plant on Receipt.** Unless notification to the contrary in writing is received by Generator Rentals within 3 working days of delivery on Site or completion of construction on Site of the Plant, all Plant will be deemed to have been delivered and/or constructed in good working condition and to the Hirer's satisfaction.

8.3 **Care of Plant.** The Hirer shall be absolutely responsible for the safekeeping of the Plant during the Hire Period, for the maintenance of the Plant in good condition, for the lubrication of the Plant and changing the lubricating oil all in strict accordance with Generator Rentals Australia instructions, for the use of the Plant in conformity with its specifications and any other relevant laws or regulations and the Hirer shall ensure that the Plant is not operated for any purpose beyond its rated capacity or in a manner likely to result in undue deterioration. The Hirer shall check lubricating oil and coolant levels in the Plant daily and ensure that lubricating oil and coolant are kept at the level required for the proper operation of the Plant. The Hirer shall become and remain acquainted with the condition of the plant and shall not operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation and if the Hirer or any servant or agent of the Hirer does operate the Plant in such condition the Hirer shall be solely responsible for any damage loss or accidents resulting there from. Should breakdown or damage occur to the Plant due to failure to observe any term of these Conditions or due to negligence of or misuse by the Hirer, its servants or agents or to wilful or accidental damage however occurring or due to damage caused by salt water, salt spray and/or salt laden air, the Hirer shall be liable to Generator Rentals Australia for:

(a) the cost of repairs; and

(b) Generator Rentals Australia hire charges for the Plant while the Plant is idle due to breakdown or damage and while repairs are being carried out (without prejudice to Generator Rentals Australia right to receive hire charges in respect of all other periods when the Plant is not off hire).

8.4 **Duty to Return.** The Hirer shall be absolutely responsible for the return of the Plant to Generator Rentals Australia on completion of the Hire Period in good working condition, fair wear and tear excepted and when Plant includes cable, the Hirer shall be responsible for recoiling cable on drums supplied. If the Hirer fails to return the Plant for any reason whatsoever whether or not involving any negligence or other fault on the part of the Hirer, its servants or agents, then the Hirer shall be liable to Generator Rentals Australia for:

(a) the whole cost of replacement of the Plant; and

(b) Generator Rentals Australia hire charges for the Plant until payment of the costs under clause 8.3 above.

8.5 **Access.** The Hirer shall allow Generator Rentals Australia servants, agents and insurers access to the Plant at all reasonable times to inspect, test, adjust, maintain, repair or replace the same. The Hirer shall be responsible for providing safe and proper access for such purposes and for delivery and collection of the Plant and shall be liable for all loss or damage suffered by Generator Rentals Australia or by Generator Rentals Australia servants or insurers as a result of the Hirer's failure to provide or delay in providing such safe and proper access.

8.6 **Routine Maintenance/Service.** The Hirer shall make the Plant available to Generator Rentals Australia for the purpose of carrying out routine maintenance or service within one week of Generator Rentals advising the Hirer of such routine maintenance or service being due. During normal working hours Generator Rentals Australia will make no charge to the Hirer for such routine maintenance or service but if the Hirer can only make the Plant available for this purpose outside the Working Week then Generator Rentals Australia reserve the right to charge the Hirer for overtime costs.

8.7 **Servicing.** Notwithstanding the terms of clause 8.6 the Hirer shall notify Generator Rentals Australia when the Plant has operated for 250 hours since it was last serviced or since the start of the Hire Period, whichever is later. If the service is carried out within one week of such notice being received by Generator Rentals Australia, the costs of such service will normally be met by Generator Rentals Australia. If a service is not carried out within one week of the Plant having operated for 250 hours due to the Hirer's failure to notify Generator Rentals Australia as provided in this clause then the hirer shall compensate Generator Rentals Australia for additional wear, tear and damage to the Plant by paying the costs of the next service and any consequent repairs. If Generator Rentals Australia fails to service the Plant within one week of receipt of notification by the Hirer as provided in this clause then the cost of the next service and any consequent repair costs will be met by Generator Rentals Australia.

8.8 **Timber Mats or Equivalents.** If the ground is soft and unsuitable for the Plant to work on or travel over without timbers or equivalents the Hirer shall supply and lay suitable timbers or equivalents in a suitable position for the Plant to travel over or work on.

8.9 **Fuel, Oil, Lubricants and Coolants.** Fuel, oil, lubricants and coolants shall, when supplied by the Hirer, be of a grade and type specified by Generator Rentals Australia.

8.10 **Coolant.** Coolant, when supplied by the Hirer, shall be a mixture of clean fresh water and antifreeze in a proportion and of a grade and type specified by Generator Rentals Australia.

8.11 **Breakdown.** Breakdowns or defects in Plant resulting from proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault not ascertainable by reasonable examination prior to commencement of the Hire period may, at Generator Rentals Australia option, either be repaired at Generator Rentals Australia expense and with the least possible delay in which case the Hirer shall not be charged from its notification of breakdown to Generator Rentals Australia until repair or alternatively Generator Rentals Australia may replace the Plant. If repair is impracticable and if replacement Plant is not available, Generator Rentals Australia may terminate the Hiring forthwith and will not have any liability whatever to the Hirer for such termination or any consequences of breakdown. Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to Generator Rentals Australia and for this purpose no notification shall be effective unless and until it is actually received by Generator Rentals Australia. The Hirer shall not attempt to effect repairs himself except with the express authority of Generator Rentals. No relief from hire charges nor any claims will be accepted by Generator Rentals for stoppages due to causes out of Generator Rentals' control including without prejudice to the foregoing generality bad weather or ground conditions. The Hirer shall be solely responsible for the costs and expenses of recovering any Plant from soft ground.

8.12 **Inspection Reports.** Any inspection reports which Generator Rentals Australia are obliged by law to possess, or a copy thereof, shall be supplied to the Hirer if requested and returned at the end of the Hire period.

8.13 **Operations of the Plant.** Where an operator is provided with the Plant, he shall work under the supervision and instructions of the Hirer or its representative and, for the Hire period, the operator shall be deemed to have been a servant of the Hirer, who shall be responsible for his acts and omissions (including negligent acts and omissions) as if he were in the Hirer's direct employ. The Hirer shall not permit any other person to operate the Plant without Generator Rentals Australia' prior consent in writing.

8.14 **Rehiring, Etc.** The Plant or any part thereof shall not be re-hired, sub-let or lent to any third party without the written consent of Generator Rentals Australia and the Hirer shall protect the Plant against diligence, distress, execution or seizure and shall indemnify Generator Rentals Australia against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this clause.

8.15 **Change of Site.** The Plant shall not be removed from the Site without the prior written consent of Generator Rentals.

8.16 **Compliance with Law.** The Hirer shall be responsible for complying with all relevant laws, by-laws and regulations applicable and incidental to the installation, use and operation of the Plant.

8.17 **Indefinite Hiring.** Where the Hire period is indefinite, that is not being for an agreed period, then:

(i) the Contract may be terminated by either the Hirer or Generator Rentals Australia on 5 days written notice to the other (except that in cases where the Plant has been lost or damaged no such notice may be given by the Hirer) and in the event of termination of the Hire period by Generator Rentals Australia all Generator Rentals Australia' rights under the Contract will remain and are reserved; and

(ii) Generator Rentals reserves the right to increase the previously agreed hire charge following the expiration of 6 months of any period of indefinite hire.

9. HIRER'S ACKNOWLEDGMENT

The Hirer acknowledges that Generator Rentals Australia has provided the Hirer with all information necessary to enable the Hirer to operate the Plant safely without risks to health.

10. LIMITATION AND EXCLUSION

10.1 The Hirer recognises and accepts that in entering into the Contract it has not relied on any advice, statement, representation or warranty given by

Generator Rentals Australia, its servants or agents, to the Hirer in relation to the Plant or its use whether regarding specification, performance, capability or suitability for any purpose.

- 10.2 Save as explicitly set out in these Conditions, Generator Rentals Australia makes no representations and gives no warranties - statutory, implied or other - as to the Plant itself, nor as to the quality and condition of the Plant, nor as to its suitability for any particular or general purpose.
- 10.3 Generator Rentals Australia shall be under no liability to Hirer for any damages or losses, direct or indirect, resulting from defects in design, materials or workmanship.
- 10.4 Generator Rentals Australia shall not in any event be liable to the Hirer for consequential loss whether or not arising from breach of contract, negligence or any other fault on the part of Generator Rentals Australia, its servants or agents and whether or nor in the contemplation of Generator Rentals Australia and/or the Hirer at, or prior to, the commencement of the Contract.
- 10.5 Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of Generator Rentals Australia for death or personal injury resulting from the negligence of Generator Rentals Australia, its employees, agents, or sub-contractors and these Conditions shall be read subject to the provisions of the Trade Practices Act 1974 (as amended) and any other legislation which cannot be lawfully excluded.

11.INSURANCE

- 11.1 The Hirer shall be responsible at its own expense for insuring the Plant to its full replacement value and itself against all risks arising from the possession of the Plant. Any insurance monies recovered by the Hirer in respect of such risks shall, to the extent deemed by Generator Rentals, be applied as directed by Generator Rentals Australia. If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to Generator Rentals Australia by telephone and confirmed in writing to Generator Rentals' office and in respect of any claim not within the Hirer's agreement for indemnity in clause 12 hereof, no admission, offer, promise or payment or indemnity shall be made by the Hirer without Generator Rentals Australia consent in writing.
- 11.2 If the Hirer elects to take up Damage Waiver and pays to Generator Rentals Australia the appropriate amount in full then Generator Rentals Australia will waive its rights against the Hirer in respect of damage to the Plant caused by fire, storm, collision, accident provided :
- (i) the Hirer can satisfy Generator Rentals Australia or Generator Rentals Australia' insurer that the Hirer has taken adequate precautions to safeguard the Plant from the damage sustained; and
 - (ii) the Hirer immediately ensures that a written police report is promptly submitted to Generator Rentals Australia or its insurers and generally complies with all reasonable requests of Generator Rentals or its insurers in relation to the submission of information and the application for and assessment of the relevant insurance claim.

NOTE: Such waiver of rights by Generator Rentals Australia is subject to **payment by the Hirer** of the excess required (if any) payable under Generator Rentals Australia policy of insurance.

EXPRESSLY EXCLUDED FROM THE ABOVE WAIVER IS DAMAGE AS DEFINED BELOW:

- (a) Damage due to misuse, abuse, or overloading of the equipment and/or overhead damage to hire equipment;
 - (b) Mysterious disappearance or wrongful conversion of the equipment;
 - (c) Loss or damage in contravention of the conditions of the agreement;
 - (d) Loss or damage from use in violation of any statutory laws and regulations;
 - (e) Loss of leads, cables, distribution centres, tools, batteries or any accessories supplied with and/or fitted to the Plant.
 - (f) Loss or damage resulting from lack of lubrication or other normal servicing of equipment;
 - (g) Loss or damage to motors or other electric appliances or devices caused by overloading or artificial electrical current, including use of under rated extension leads or electrical powered tools and machines including automatic voltage regulators.
 - (h) Loss or damage to third parties whilst Hirer is driving and/or towing Plant in a truck and/or trailer hired from Generator Rentals.
- 11.3 Registered Plant.
- (i) The Hirer is responsible for ensuring that truck mounted and/or trailer mounted plant is only to be driven and/or towed by a driver possessing suitable driving licences as applicable.
 - (ii) If the Hirer elects to take up Damage Waiver and the Hirer or the Hirer's driver is convicted of a driving offence whilst in possession of the plant or drives and/or tows the plant in a manner causing loss or damage to the plant or a third party then the Damage Waiver is deemed to be void and any consequential loss or damage that may arise is deemed to be the responsibility of the Hirer.

12.INDEMNITY.

The Hirer shall be solely responsible for and shall hold Generator Rentals Australia fully indemnified against any loss or damage arising to or in connection with the Plant or as a result of the use or situation of the Plant. The Hirer shall fully and completely indemnify Generator Rentals Australia in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with the use of situation of the Plant and in respect of all costs and charges in connection therewith whether arising under statute or common law. The foregoing indemnities shall be effective whether or not the loss, damage or injury arises from any negligence on the part of the Hirer.

13.INSOLVENCY AND DEFAULT

- 13.1 Generator Rentals Australia may by notice in writing effective immediately or on such other date specified in the notice (without any previous notice or other act on the part of Generator Rentals Australia and notwithstanding that Generator Rentals Australia may have waived some previous default or matter of the same or a like nature) terminate the Contract if:
- (i) Hirer shall commit any breach of the Contract (including, without limitation, terms concerning the time for payment of any moneys payable under the Contract) or any other contract with Generator Rentals Australia;
 - (ii) Hirer compounds with or negotiates for any composition with its creditors generally;
 - (iii) being an individual, Hirer shall die, become permanently incapacitated, or have a trustee appointed or a receiving order made against him or commit any act of insolvency;
 - (iv) being a body corporate or legal persona, Hirer shall call any meeting of its creditors or have a liquidator, provisional liquidator, official manager, mortgagee, mortgagee's agent, receiver or administrator of all or any of its assets appointed or enter into any liquidation (other than solely for reconstruction or amalgamation while solvent) or commit any other act of insolvency;
 - (v) the financial position of the Hirer, or some other fact or circumstance, leads Generator Rentals Australia to believe on reasonable grounds that the hirer is likely to materially fail to complete its obligations under the Contract;
 - (vi) in the opinion of Generator Rentals Australia, Generator Rentals Australia rights in the Plant may or are put in jeopardy.
- 13.2 In the event of such termination:-
- (i) Hirer shall forthwith on demand deliver to Generator Rentals Australia the Plant and, in default thereof, Generator Rentals Australia shall be entitled to repossess the same and for such purpose to enter into and upon any premises of Hirer where the Plant is suspected to be situated without being liable for any damage caused thereof, and Hirer shall indemnify Generator Rentals Australia from and against any liability to any third party in respect of any such damage and from and against all actions, proceedings, claims, demands, costs, damages and expenses howsoever arising; and
 - (ii) Generator Rentals Australia shall be entitled by notice in writing to Hirer to declare immediately due and payable any amounts outstanding from Customer to Generator Rentals Australia under this or any other contract (such sums thereby becoming forthwith due and payable); and
 - (iii) Generator Rentals Australia claims damages from Hirer for breach of the Contract.

14.LEGAL EXPENSES

- 14.1 The Hirer shall pay all costs, charges and expenses including reasonable legal fees incurred in retaking possession of the Plant or in the collection of any such sums which may be due and owing Generator Rentals Australia by the Hirer, including the defence of any action brought against Generator Rentals Australia for damages caused by the Plant to any person while the Plant is in the possession of the hirer.

15.FORCE MAJEURE

- 15.1 Neither party shall be liable for breach of the Contract (other than payment) if and to the extent that fulfilment of a term or condition hereof has been prevented, hindered or delayed by force majeure as defined in Condition 15.2 below, and in such event that time for fulfilment of such a term shall be extended for such period as is reasonable in all the circumstances.
- 15.2 The expression "force majeure" shall mean any event or circumstance beyond the immediate control of either party, including without prejudice to the generality of the foregoing, strikes, lock-outs, trade disputes, accident to plant or machinery, shortage of any material, riots, civil commotion, war national or international, emergency, destruction or damage due to nature forces, fire, flood, explosion, and compliance with orders or requests of

any national or local authority.

16.CONFIDENTIALITY

Each party shall keep confidential any trade secrets or other confidential information of the other party including any information, document or item which may not otherwise at law be classified as confidential but which is commercially sensitive and has the word "CONFIDENTIAL" written upon it clearly.

17.PUBLICITY

Hirer hereby authorises Generator Rentals Australia to promote, photograph and publicise in a manner which is dignified, truthful, not misleading and not prejudicial to the goodwill or reputation of Hirer Generator Rentals Australia involvement with hirer in a general manner, excluding any specific technical details.

18.MISCELLANEOUS

- 18.1 Headings are included in these Conditions for convenience and identification only, and are not to be taken to limit the meaning of any part of these Conditions.
- 18.2 If any provision or part of a provision of the Contract should be held unenforceable or in conflict with the law of any relevant jurisdiction, any part so held enforceable or invalid shall be read down to the minimum extent necessary to render it enforceable and valid, and if incapable of being read down it shall be severed from the remainder of the Contract which shall not be affected by such severance.
- 18.3 The Contract represents the complete agreement between Generator Rentals Australia and the Hirer with regard to the hire of the Plant and contains all agreements, warranties, conditions, representations and other terms agreed, made or relied upon by either party in connection with same.
- 18.4 The rights of Generator Rentals Australia shall not be prejudiced or restricted by any indulgence or forbearance extended to Hirer and no waiver of any breach shall operate as a waiver of any subsequent breach.
- 18.5 These Conditions and every contract connected therewith shall be governed by the laws applicable in the State of Australia in which the Contract has been executed by Generator Rentals Australia, and any claim or dispute arising there from shall be submitted to the courts of that jurisdiction.
- 18.6 The reliance on or enforcement of any of the terms contained herein shall give no right to the Hirer to cancel the Contract.
- 18.7 Notwithstanding the foregoing, if during the continuance of the Contract or at any time thereafter any dispute, difference or question shall arise between Generator Rentals Australia and the Hirer in regard to the Contract or the construction of these conditions or anything therein contained or the rights or liabilities of Generator Rentals Australia or the Hirer, such dispute, difference or question shall be referred to a sole Arbitrator or Arbiter to be agreed upon by Generator Rentals Australia and the Hirer failing agreement to be appointed at the request either Generator Rentals Australia or the Hirer by the President for the time being of the Law Institute of Victoria. The decision of the Arbitrator or Arbiter shall be final and binding, no appeal shall lie from his decision on any point of law or fact to any court, and the Arbitrator or Arbiter shall not be entitled to state for the opinion of any court any question of law or fact.
- 18.8 Any notice required or authorised to be given or served under these Conditions shall be in writing and be deemed duly given or made if delivered or sent by pre-paid mail or by telex, telegram or facsimile communication as follows :
- (a) to Generator Rentals Australia at its aforesaid address;
 - (b) to the Hirer at the Site or the address of the Hirer stipulated in the Contract;
or such other address as may be notified by one party to the other and where served by post shall be deemed served 48 hours following its posting.