

## ADDITIONAL TERMS & CONDITIONS – FULLY MAINTAINED RENTAL

MS1 The following terms and conditions apply for Fully Maintained Rentals unless otherwise agreed in writing:

MS2 **Service Provided**

The Owner agrees to maintain Equipment in line with OEM requirements. The resource for service requirements will be the OEM service manuals and recommended hourly service intervals. Any additional service or compliance related items as set out in the Australian Standards (AS2359) will be covered unless indicated in exclusions.

MS3 **Routine Servicing**

Routine servicing will be completed in line with scheduled hourly intervals as indicated in the relevant Rental Agreement. The Equipment must be made available by the Renter for scheduled servicing during office hours (Monday to Friday, 8.00am – 5.00pm) unless otherwise agreed in writing. Any escalation of service cost or equipment failure resulting from equipment not being made available will be charged to the Renters account unless expressly agreed otherwise by the Owner.

MS4 **Service and Repairs**

Any additional service or repairs not covered by the Relevant Rental Agreement will be scheduled by the Owner in consultation with Renter. The Renter must not unreasonably restrict access or availability of the equipment for the purpose of completing repairs or safety related items. Any escalation of service cost or equipment failure resulting from equipment not being made available will be charged to the Renters account unless expressly agreed otherwise by the Owner. The Owner will take all reasonable steps to ensure parts availability and down-time is kept to a minimum. Where equipment is out of service for prolonged periods, the Owner will work with Renter to find alternative solutions. The cost of any additional equipment to support periods of extended down-time will be at the Renter's cost unless expressly agreed otherwise with the Owner.

MS5 **Breakdown Calls**

All breakdown calls have been included in the relevant Rental Agreement for local metro areas only and during normal office hours (Monday to Friday, 8.00am - 5.00pm). Regional areas are not included and will be by negotiation and covered under the Special Ancillaries in the relevant Rental Agreement. Break-down calls will be responded to after hours at the Owner's scheduled rates or prior negotiated rates.

MS6 **After-Hours Service**

After-Hours Servicing has not been provided for in the standard Rental Agreement. After-Hours Servicing or Weekend Servicing can be arranged at an additional cost. The additional cost will take into consideration the allowance incorporated in the relevant Rental Agreement for works conducted in normal work hours.

MS7 **Exclusions**

The following items or conditions are not covered under the standard Rental Agreement. Any items or additional service requirement listed below will be at Renter's cost **unless** otherwise expressly agreed in writing by the Owner:

- a. Any damage resulting from misuse, abuse, negligence, overloading, operator error, failure to follow OEM operator manual or unskilled operators;
- b. Labour hours related to waiting time for equipment availability, site inductions and site-specific training are not covered under the relevant Rental Agreement;
- c. Tyre replacement, puncture repairs, tyre rotations down time as a result of tyre replacement or rotation of tyres;
- d. Replacement of engines, transmissions, hydraulic pumps, differential, steer axles, MDL Units or spreader attachments. However, these items will be maintained in running condition for the contracted term and in line with the contracted hours;
- e. Rim replacement and crack testing, down-time as a result of testing or replacement or the replacement of wheel studs;

- f. All cabin glass, lights, cameras and aerials;
- g. Cracks to mast, chassis and attachments due to poor ground conditions, low tyre inflation or incorrect operation;
- h. Components that have been adversely affected by operating conditions or the design life has been abridged by operating conditions;
- i. Damage caused by Renter using incorrect lubricants and coolants;
- j. Any repair or parts used that have not been approved by the Owner;
- k. Renter (Customer) related damage;
- l. Any damage or repairs as a result of the equipment being used in an application or site location other than which it was originally intended;
- m. Repairs to peripheral devices fitted such as radios, telematics devices and weight scales;
- n. Calibration and testing of any Weight Management Systems;
- o. Any damage or escalation in service or repairs related to material changes in workload (including hours of use) as specified in the original relevant Rental Agreement, tender or site survey; and
- p. Any damage or repairs resulting from failure to report faults or collisions.

**Note:**

It is the Renter's responsibility to ensure pre-start checks are completed and to report any findings to the Owner that may impact on the operation of the equipment or safety implications.

The Owner provides driver logbooks. This logbook provides an opportunity for shift operators to record any issues they identify during their shift. The Owner will review this log during each routine service or when attending break-down calls. The Owner's technician will acknowledge all log entries and sign-off on action taken.

Any parts provided under the relevant Rental Agreement remain the property of the Owner until full payment has been received.