

Office: 08 9493 3077 Email: cablehaul@epe.com.au Mobile: 0448 855 758 Website: www.epe.com.au Address: 2 Marmalade Way, MADDINGTON WA 6109

CABLE HAUL HIRE TERMS & CONDITIONS

1) QUOTATIONS AND PRICES

Quotations are conditional upon acceptance by customers of EPE Cable Haul within thirty (30) days from date issued, unless terminated sooner or extended further by EPE Cable Haul. Unless otherwise stated in EPE Cable Haul's quotation, all prices are firm in the cost of labour and materials. All clerical errors and omissions are subject to correction. The Contract of which these Terms and Conditions are part of shall, at the option of EPE Cable Haul, be read and contracted in accordance with the Law of Western Australia and each of the parties hereby submits to the jurisdiction of the Courts of Western Australia and any Court competent to hear appeals therefrom. EPE Cable Haul Standard Terms and Conditions of Hire shall take precedence in respect to any transaction.

2) TAXES AND OTHER CHARGES

Any tax, including GST, fee or charge of any nature imposed by any Government or semi-government authority or competent authority having jurisdiction in respect of the Contract or Purchase Order shall be paid by the Purchaser in addition to the prices quoted or invoiced by EPE Cable Haul unless EPE Cable Haul expressly states in writing that a tax or charge has been included in the Quotation. Any goods supplied by EPE Cable Haul which are exempt from any tax, fee or charge upon citation of an exemption by the customer or his agent shall clearly be shown on any purchase order.

3) WARRANTIES

- 3.1) EPE Cable Haul guarantees all hire equipment to be free from defects in materials and workmanship.
- **3.2)** EPE Cable Haul guarantees the goods from defects during normal operation however, EPE Cable Haul will not be responsible for the removal, packing and transportation of equipment (unless agreed in writing) if equipment fails or is damaged due to incorrect use or non-adherence to correct operating procedures.

4) CONSEQUENTIAL DAMAGE

EPE Cable Haul shall in no circumstances be liable for any consequential loss or damage of any kind for any reason.

5) LICENCES AND PATENTS

Licences, patents, design rights for all engineering design and hardware supplied by EPE Cable Haul remain the property of EPE Cable Haul and shall not be made available in any form to third parties, or used on other projects by the Purchaser unless agreed to in writing by EPE Cable Haul.

6) WAIVER

Should EPE Cable Haul agree to waiver any specific EPE Cable Haul Terms and Conditions contained herein, then the remaining Terms and Conditions will continue to apply in full.

7) SITE WORK

Training, installation and commissioning by EPE Cable Haul services are on a daily or hourly rate with charges at the prevailing rate. Travelling and standby/waiting time will be charged. The Purchaser shall be invoiced by EPE Cable Haul for all costs for travel of personnel, baggage and equipment, accommodation and meals, at cost plus 10% GP. Purchasers who provide any of these services do so at their cost and shall be of a reasonable standard acceptable to EPE Cable Haul.



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8) SPECIAL CONDITIONS ON HIRED EQUIPMENT

8.1) Any equipment loaned or hired out by EPE Cable Haul shall be returned by the recipient in original packaging and in original condition – not withstanding fair wear and tear. Return freight shall be to the recipient's account. Any returned equipment found to be damaged or defective due to reasons not covered by EPE Cable Haul standard warranty provisions, shall result in EPE Cable Haul standard repair charges becoming due and payable by the recipient.

8.2) Any equipment hired out by EPE Cable Haul shall be subject to the quoted hire rate from the date of delivery EPE Cable Haul works to the date of return to the EPE Cable Haul works; unless stated and agreed otherwise in writing at the time of order.

9) INVOICING

- **9.1)** For equipment supplied that may have an 'off-hire' period e.g., Transport to site, equipment breakdown, (including equipment supplied by others), site access limitations etc; This time period will only be considered for a credit by informing EPE Cable Haul with an agreement between EPE Cable Haul and hirer for the stand down time. If credit confirmation by EPE Cable Haul is not produced, the full hire period will be charged for.
- **9.2)** Invoices are issued weekly from start date of the hire contract.



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CABLE HAUL HIRE TERMS & CONDITIONS SUMMARY

HIRE PERIODS

EPE Cable Haul hire rates are broken down in to 3 tiers:

- 24hrs
- 2 6 Days Inclusive
- > 7 Days

WEEKDAY HIRE

Monday - Friday minimum charge is 1 day

7:30am-4:00pm same day hire deemed 1 day

AM - AM (Prior to 12PM) the following day will be deemed 1 day

PM - PM (After 12PM) the following day will be deemed 1 day

AM - PM the following day will be deemed 2 days

WEEKEND HIRE (EPE Cable Haul is not open Saturday and Sunday)

Friday AM - Monday AM = 3 days

Friday PM - Monday AM = 2 days

Friday PM - Monday PM = 3 days

NB: Equipment must be picked up & delivered within these times to avoid extra charges.

All equipment supplied on hire remains the property of EPE Cable Haul at all times.

SPECIAL CONDITIONS FOR HIRE EQUIPMENT

The hirer is responsible for the insurance, care, security, oil lubrication, fuel & for maintaining equipment in a sound and clean condition.

Any equipment hired out by EPE Cable Haul shall be subject to the quoted hire rate or price list from the date of dispatch to the date of return. (Calendar day, not operating time)

CLEANING (Refer to 'List of Charges')

SERVICE & REPAIRS (Refer to 'List of Charges')

• Service, repair and part replacement charges will apply for items of equipment broken or made unserviceable due to mistreatment, or equipment not used for its intended purpose.



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DELIVERY METRO (Refer to 'List of Charges')

Metro delivery may be organised at hirer's request, by EPE Cable Haul, at hirers expense (See 'List of charges'). Time on site is 10 mins. A waiting/delay fee will be charged each 10 mins beyond initial time allowance. Unloading/Loading is the hirers' responsibility.

FREIGHT

EPE Cable Haul does not hold accounts with freight companies. EPE Cable Haul will however, organise transport with your preferred transporter providing you can supply us with your account details.

Customer to provide:

- Your freight company Account number
- Delivery Address
- Point of Contact- Name and PH number
- Delivery Label

EPE will provide:

- Con notes
- Booking of transport

PAYMENT TERMS FOR HIRING & PURCHASING EQUIPMENT (Refer to 'List of Charges')

ACCOUNT HOLDERS

- Accounts are to be paid strictly within 30 days from receipt of invoice, for account holders.
- · Accounts are invoiced weekly.
- Outstanding balances not received by EPE before 30 days will result in your company being placed on COD (Cash on Delivery) account.
- Hire charges are calculated on a 7-day week and invoiced weekly
- EPE CABLE HAUL REQUIRES A PURCHASE ORDER NUMBER BEFORE ANY EQUIPMENT LEAVES OUR PREMISES

NON-ACCOUNT HOLDERS

- EFTPOS facilities are available.
- Diners or American Express Credit Cards NOT accepted.
- Small purchases will not require a deposit.
- Substantial hire contracts may require a deposit.
- Credit Card details will be required before any hire equipment leaves EPE Cable Haul premises.



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HIRE QUOTE VALIDITY

- Quotes are valid for 30 days from date quoted.
- Equipment availability is correct at time of quoting however is subject to change without notice.

LIST OF CHARGES	
Excessive dirt on rope or equipment will incur an extra charge of:	\$35.00/hr + GST
Delivery of hire equipment to site (10 mins on site) On site waiting time:	From \$60.00 + GST \$20.00/10mins + GST
Environmentally Safe Disposal Fee (Hire Equipment Cleaning)	\$5.00 + GST
Repairs and Parts	\$80.00/hr + GST + Parts
Rope Splicing Repairs	\$70.00/hr + GST