

CNH INDUSTRIAL CAPITAL AUSTRALIA PTY LIMITED
MASTER OPERATING RENTAL AGREEMENT
TERMS AND CONDITIONS

This Master Operating Rental Agreement ("Agreement") is made on the date in the Schedule between CNH Industrial Capital, you and any Guarantor named in the Schedule.

Recital

At your request and the request of any Guarantor, we may from time to time accept offers made by you and any Guarantor to rent Goods from us up to the Credit Limit upon the terms and conditions (including any guarantee and indemnity) of this Agreement.

The Parties Agree:

1. Offer to Rent Goods

1.1 You may from time to time make an offer to rent the Goods from us by submitting a completed and signed offer in the form of the Annexure 1 ("Offer"). Once made, an Offer is irrevocable without our written consent. You authorise the persons listed as your authorised signatory(ies) in the Schedule (and if more than one, each of them severally) to sign Offers on your behalf and warrant that the signatures appearing next to those persons' names are their signatures. This authority may only be revoked by you giving us three (3) days prior written notice to that effect.

2. Acceptance

2.1 We are not obliged to accept an Offer. We may accept an Offer by signing in the space provided.

2.2 We may on or before acceptance of an Offer notify you that pre-settlement conditions or conditions precedent apply in which case no agreement will be constituted by our acceptance of an Offer until all such conditions have been complied with to our reasonable satisfaction or waived by us expressly in writing.

3. Constituting Operating Rental Agreements

3.1 Once we accept an Offer in accordance with clause 2.1, we agree to provide the Goods (and services if the Scheduled Services option has been selected in the Offer) to you upon the terms of an agreement constituted by the Operating Rental Agreement".

3.2 Each Operating Rental Agreement is a separate agreement between us and you.

3.3 Where there is more than one Renter named in the Schedule, each Renter is jointly and severally liable to fulfil all obligations to us under this Agreement and each and every Operating Rental Agreement.

4. Collateral Securities & Cross Default

4.1 You and each Guarantor acknowledge and agree that a default by you under this Agreement, an Operating Rental Agreement or a Related Agreement is an event of default under all agreements between you and us.

5. Your Warranties, Indemnities, and Acknowledgments

5.1 You warrant and acknowledge to us that:

- (a) all the information given to us by you in connection with this Agreement and each individual Offer is correct and is not by content or omission misleading;
- (b) the Goods will be used exclusively for business purposes;
- (c) in entering into this Agreement you have not relied upon any representation or statement made by us or on our behalf; and
- (d) there has been no significant change in your business, assets or financial condition since you last submitted an Offer to us.

5.2 You agree that, except to the extent that you have in writing disclosed any change to us beforehand, these warranties shall be deemed repeated by you each time you submit an Offer and on each anniversary of the date of this Agreement.

6. Termination

6.1 This Agreement may be terminated by written notice to that effect being given (by post, delivery, facsimile or email) either by us to you or by you or any Guarantor to us. Termination pursuant to this clause will take effect automatically upon actual receipt but does not affect:

- (a) any Operating Rental Agreement entered into prior to actual receipt of the notice;
- (b) clause 8 which remains in full force and effect; and
- (c) any provision of this Agreement (including without limitation the provisions of the guarantee and indemnity contained in clause 9) in its application to any Operating Rental Agreement entered into prior to actual receipt of the notice.

7. Trusts

7.1 Your liability is not limited or otherwise affected by having entered into this Agreement as trustee of the trust named in the Schedule. If you have entered into this Agreement as trustee of the trust you warrant to us that:

- (a) you are the sole trustee of the trust;

- (b) you have the authority to enter into this Agreement as trustee of the trust and to do all things necessary to comply with your obligations under this Agreement in accordance with the deed of trust;
- (c) you have a right of indemnity against the trust assets and will exercise that right to enable payment of moneys due under this Agreement and under each Operating Rental Agreement;
- (d) this Agreement and each Operating Rental Agreement is for the benefit of the trust;
- (e) no action has been taken or proposed to terminate the trust; and
- (f) as a separate and independent right, you authorise us to have recourse to and satisfy any of your liability under this Agreement or any Operating Rental Agreement directly out of the trust assets.

8. CNH Industrial Capital as Your Attorney

- 8.1 For valuable consideration you and all Guarantors each irrevocably appoint us and each person within us or a Related Entity whose title includes the word "director", "secretary", "manager" or "executive" severally its attorneys with power (before or after acceptance):
- (a) to do anything the attorney (acting reasonably) considers desirable to give effect to this Agreement or any Operating Rental Agreement;
 - (b) to complete or correct any details of this Agreement or any Operating Rental Agreement;
 - (c) to do anything you should have done pursuant to this Agreement or any Operating Rental Agreement; and
 - (d) after the occurrence of any breach of an essential term or event of default in accordance with clauses 9 and 10 of the Appendix, to do anything the attorney considers desirable to facilitate the exercise of our rights under this Agreement or any Operating Rental Agreement.
- 8.2 You and each Guarantor must ratify all acts of its attorneys pursuant to clause 8.1. You indemnify us and each attorney appointed by clause 8.1 against any loss, damage, cost or claim suffered or incurred as a direct or indirect consequence of the exercise of any of its powers.

9. Guarantee and Indemnity

- 9.1 Each Guarantor acknowledges that we enters into this Agreement and any Operating Rental Agreement at the Guarantor's request and upon the basis of this guarantee and indemnity having been given.
- 9.2 Each Guarantor unconditionally and irrevocably guarantees the punctual performance of all of the Renter's obligations under this Agreement and under each and every Operating Rental Agreement (collectively, the "Guaranteed

Agreements"). Each Guarantor must immediately upon demand pay us any amount not paid when due by the Renter under any Guaranteed Agreement.

- 9.3 Each Guarantor unconditionally and irrevocably indemnifies us against all losses, damages, costs, charges, liabilities and expenses which we may at any time suffer or incur because:
- (a) any of the Renter's obligations expressed in any one of the Guaranteed Agreements is void, voidable or wholly or partially unenforceable;
 - (b) We have to disgorge any money paid to us on the Renter's account under any of the Guaranteed Agreements; or
 - (c) the Renter fails to perform any obligation under any one of the Guaranteed Agreements.
- 9.4 The indemnity in clause 9.3 is a continuing obligation, separate and independent from each Guarantor's other obligations under any Guaranteed Agreement. It continues after those other obligations end.
- 9.5 Each Guarantor must pay moneys owing under any of the Guaranteed Agreements in immediately available funds without any deduction and waives any right of set-off and any right to rely on any defence available to the Renter.
- 9.6 The obligations and liabilities of each Guarantor and our rights under each of the Guaranteed Agreements continue and are not affected by:
- (a) Our granting any time or indulgence to the Renter or another person;
 - (b) Our compounding or compromising with or wholly or partially releasing the Renter or another person;
 - (c) laches, acquiescence, delay, acts, omissions or mistakes by us;
 - (d) We taking, varying, wholly or partially discharging or otherwise dealing with or losing or impairing any security for the Renter's obligations under any of the Guaranteed Agreements or any such security being or becoming void, voidable or unenforceable;
 - (e) any person who is intended to assume liability as a Guarantor under any of the Guaranteed Agreements not doing so effectively, failing to execute this Agreement or being discharged;
 - (f) any novation, assignment, termination or variation of any of the Guaranteed Agreements;
 - (g) the Renter's death, mental illness or bankruptcy or the death, mental illness or bankruptcy of any Guarantor;
 - (h) if the Renter or any Guarantor is a corporation and is Insolvent or deregistered;

- (i) an Offer being made and Operating Rental Agreement being constituted without reference to or consent by the Guarantors; or
- (j) anything else which might otherwise have such effect at law or in equity.

9.7 (a) Each Guarantor's liability is not limited or otherwise affected by having entered into this Agreement as trustee of the trust named in the Schedule.

(b) If any Guarantor has entered into this Agreement as trustee of the trust, the Guarantor must exercise its right of indemnity against trust assets to enable payment of money due under this Agreement and as a separate and independent right, the Guarantor authorises us to have recourse to and satisfy any liability of the Guarantor under this Agreement directly out of the trust assets.

9.8 Each Guarantor acknowledges we may claim against the Guarantor under the Guaranteed Agreements before we enforce any of its rights:

- (a) against the Renter or any other person; or
- (b) under another document such as a guarantee and indemnity, mortgage, charge or other security.

9.9 This guarantee and indemnity does not merge with or adversely affect:

- (a) any other guarantee and indemnity, or mortgage, charge or other security, or right or remedy to which we are entitled at any time; or
- (b) a judgment or order which we obtain against any Guarantor in respect of an amount payable under this guarantee and indemnity.
- (c) We may still exercise its rights under the guarantee and indemnity as well as under the judgment, order, other guarantee or security.

9.10 So long as an amount payable under this Agreement remains unpaid, each Guarantor may not, without our consent:

- (a) exercise any legal rights to claim to be entitled to the benefit of another guarantee or mortgage, charge or other security given in connection with an amount payable under any Guaranteed Agreement;
- (b) claim an amount from the Renter or another Guarantor under a right of indemnity; or
- (c) claim an amount in the Renter's or another Guarantor's insolvency.

10. Stamp Duty/Goods and Services Tax ("GST")

You will bear all stamp duty and GST payable on this Agreement and any other financial impost assessable or incurred in relation to any transaction entered into hereunder.

11. Certificates

11.1 The certificate of an officer of us will (in the absence of manifest error) be conclusive evidence of the matters stated in that certificate.

12. Assignment and Agency

12.1 We may sell or assign, either absolutely or by way of security, its rights under this Agreement.

12.2 You are not permitted to assign any rights or obligations you may have under this Agreement.

13. Privacy Matters

(For the purposes of this clause 13 only, a reference to "you" or "your" is also a reference to the directors of the Renter, and/or any Guarantor of the Renter and, where the Renter is one or more individuals or a partnership, each and every individual or partner. This also governs this agreement and any Operating Rental Agreement)

13.1 We may collect personal information from you either directly or indirectly. we will use, disclose and make accessible your personal information in accordance with its Privacy Policy, the Privacy Act 1988 and the National Australian Privacy Principles.

13.2 We are also required to collect personal information about you in order to comply with our obligations as a reporting entity under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

13.3 You authorise us to give to and seek personal information about your credit arrangements or obtain a consumer or commercial credit report containing information about you from any credit reporting agency.

13.4 The personal information which we may give or seek includes (where applicable):

- (a) your name, sex, date of birth, current address and last two addresses, current or last known employer and driver's licence number;
- (b) the fact that you have entered into a Master Operating Rental Agreement and propose to enter into Operating Rental Agreements, the value of the Goods rented or proposed to be rented under a Operating Rental Agreement, and any obligations you may have under this Agreement or a Operating Rental Agreement;
- (c) that you have drawn cheques for \$150 or more which have been dishonoured more than once; and
- (d) that court judgments and/or bankruptcy orders have been made against you.

13.5 You authorise us to use the credit report, or obtain a further credit report, for the purposes of collecting overdue payments relating to credit owed by you.

- 13.6 You authorise us to give to and seek credit reports and other information about your credit arrangements from:
- (a) any credit providers named in any application or agreement between you or a company of which you are a director or shareholder or Offer submitted by you; and
 - (b) any credit providers that may be named in a credit report issued by a credit reporting agency.
- 13.7 Your authorisation entitles us to exchange information about your credit worthiness, credit standing, credit history and credit capacity.
- 13.8 Your authorisation also entitles us to give the following information to a credit reporting agency (where applicable):
- (a) that you are 60 days or more overdue in making a payment to us and that steps have been taken to recover all or any part of the amount which you owe; and
 - (b) that in our opinion you have committed a serious credit infringement.
- 13.9 Credit reports and other personal information we obtain about you, your credit arrangements from a credit reporting agency or a credit provider may be used by us for the following purposes:
- (a) to assess any application or Goods Schedule submitted by you;
 - (b) to assess whether to accept you as a guarantor in respect of an application for consumer or commercial credit;
 - (c) to collect payments that are overdue;
 - (d) to notify a credit provider if you breach any obligations you may have under this or any Operating Rental Agreement or any other agreement with us;
 - (e) to exchange personal information with other credit providers as to the status of your account where you are in breach of a contract with a credit provider;
 - (f) to assess your credit worthiness or that of a company of which you are a director or shareholder;
 - (g) to allow a credit reporting agency to create a file about you;
 - (h) to administer your account;
 - (i) to monitor your performance or compliance or that of a company of which you are a director or shareholder under any agreement for sale or supply of goods or services connected to provision of credit by us; and
 - (j) any other purpose permitted or required by law.
- 13.10 You authorise us to exchange personal information about you with:
- (a) any person or organisation named by you in any application or Operating Rental Offer submitted by you or provided from time to time;
 - (b) your proposed Guarantor(s) mortgage insurer(s), introducers, consultants, brokers or any authorised dealer, supplier of goods and services;;
 - (c) Our collection agents or unrelated debt recovery organisation if you are in breach of this or any Operating Rental Agreement; or any agreement with us;
 - (d) Our related companies and organisations which service your account and this or any Operating Rental Agreement.
- 13.11 You also authorise your accountant to release and disclose your financial information to us or its agents and you authorise government authorities which hold your driver's licence and/or motor vehicle registration information to confirm your address details to us or our authorised agents.
- 13.12 You authorise us, its Related Entities, its agents, dealers, contractors and authorised suppliers to disclose and use your personal information for marketing, planning and product development purposes by us or our Related Entities, agents, dealers, contractors and authorised suppliers. You can request not to receive direct marketing communications.
- 13.13 You can request a copy of our Privacy Policy or obtain access to or update your personal information by writing to "The Privacy Officer" at our address in this Agreement.
- 13.14 If you provide personal information about another individual you agree that you will inform the individual that personal information about them has been supplied to us, why it has been provided and that they can contact us to obtain access to or update their personal information or get a copy of our Privacy Policy.
- 13.15 If you do not provide the information requested or do not give your authority for the use of the information we may decline any application or Offer submitted by you.
- 13.16 We may use or disclose this information before, during or after the term of this or any Operating Rental Agreement or any agreement you have with us.
- 14. Applicable Law and General Interpretation**
- 14.1 This Agreement and any Operating Rental Agreement are governed by the laws of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the court system of that state.
- 14.2 In the interpretation of this Agreement (including any guarantee and indemnity) and any Operating Rental Agreement:
- (a) the singular denotes the plural and vice versa, any gender includes the other genders and a

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- person includes an individual, a body corporate and a government;
- (b) any appointment, agreement, warranty, representation or obligation which binds or benefits two or more persons under this Agreement binds or benefits those persons jointly and severally;
- (c) a person includes the trustee, executor, administrator, successor in title and assignee of that person (without construing any right of assignment by you); and
- (d) headings must be ignored.
- 14.3 In this Agreement, unless the context otherwise requires, defined terms shall have the same meaning given them in Annexure 2.

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ANNEXURE: 2 OPERATING RENTAL AGREEMENT TERMS AND CONDITIONS

1. Agreement to Rent

We will rent you the Goods and you will pay the Rental Instalments and all other money payable and otherwise comply with the term of this Fully Maintained Operating Rental Agreement.

2. Term

2.1 The Term commences on the Commencement Date and, subject to clauses 13 and 30, continues for period specified in the Goods Schedule.

3. Rental Instalments

3.1 Throughout the Term you will pay to us the Rental Instalments in the manner specified in the Goods Schedule.

3.2 The Rental Instalments must be paid by direct debit or in such manner as we may from time to time direct you in writing by noon on the Payment Date in funds that are immediately available. If the date is not a Business Day then you must pay the Rental Instalment on the preceding Business Day.

3.3 If the Term expires because the Maximum Operating Hours are achieved then all Rent Instalments not yet due will become immediately due and payable.

3.4 Your obligation to pay the Rental Instalments and other moneys under these terms and conditions is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, loss, failure or delay in maintaining, theft or damage to the Goods. Your payment obligations are absolute and are not subject to set-off or reduction for any reason.

3.5 If:

- (a) a Tax Event occurs reducing our effective rate of return under this Operating Rental Agreement; and
- (b) We have not been indemnified in respect of that Tax Event,

We may at its absolute discretion, vary one or more of the Rental Instalments or the Payment Dates so as to take account of the Tax Event. We will notify you in writing of any variation.

4. Your Warranties

4.1 You warrant to us that:

- (a) all the information given to us by you in connection with this Operating Rental Agreement is correct and is not by content or omission misleading;
- (b) the Goods will be used exclusively for business purposes, for the purpose for which they are designed and only for the Use of Goods; and
- (c) in entering into this Operating Rental Agreement you have not relied upon any representation or statement made by us or on its behalf.

5. Acquisition of Goods

5.1 You will obtain delivery of the Goods at your expense and, if required, arrange for its installation at your expense.

5.2 If the Goods are delivered before this Operating Rental Agreement is accepted by us the delivery is provisional. If provisional delivery occurs your obligations as to insurance, care, maintenance and use of the Goods under this Operating Rental Agreement (except as to payment of the Rental Instalments) exist as soon as you execute this Operating Rental Agreement.

5.3 You acknowledge that:

- (a) you have examined the Goods before accepting it and satisfied yourself as to its condition and suitability for your purposes and its compliance with any prescribed safety standards;
- (b) We have given no representation or warranty regarding the quality, fitness, safety or suitability of the Goods, and no person is authorised by us to do so;
- (c) you do not have any title to the Goods;
- (d) no agreement or representation has been made which will entitle you to acquire the Goods at a later date;
- (e) you will look to the supplier, and not us, for any collateral warranty you may require in relation to the Goods; and
- (f) We may assign to a third party its rights to certain amounts payable by you under this Operating Rental Agreement and in such event we will undertake to the third party not to amend this Operating Rental Agreement or do anything which may reduce your obligations under this Operating Rental Agreement without the consent of the third party at its discretion.

6. Ownership of the Goods

6.1 We retain full title to the Goods notwithstanding:

- (a) the delivery of the Goods to You;
- (b) the possession and use of the Goods by You, and
- (c) any temporary attachment of the Goods to any land or building to facilitate use of the Goods subject only to your rights as a mere bailee of the Goods with the right only to use it in accordance with, and under, this Operating Rental Agreement.

6.2 You acknowledge that no option, proviso or representation expressed or implied, written or oral has been made by or on our behalf to You that the Equipment may be purchased from Us by You or any related body corporate or any nominee of You at any time.

7. Use and Location of Goods

7.1 You will:

- (a) preserve the value of the Goods and keep the Goods in good order and repair and properly operated and serviced in accordance with the manufacturer's instructions and the recommendations supplied in any operations manual;
- (b) not attempt to sell, dispose of or encumber the Goods in any way;
- (c) not alter any identifying markings on the Goods;
- (d) not to alter the Goods or operate them for any purpose other than the Use of Goods without first obtaining our written consent;
- (e) allow us to inspect the Goods at any reasonable time upon Us giving you reasonable notice; and
- (f) not remove the Goods from their Usual Location without our prior written consent;
- (g) not allow the Goods to become a fixture.

8. Insurance

8.1 You must:

- (a) insure and keep the Goods insured against public risk, loss, fire, accident, theft and damage or as otherwise reasonably requested by us for an amount equal to the full replacement value of the Goods and to insure and keep insured against all liability howsoever arising in respect of any such occurrence with a reputable insurer in our name as owner and your name as Renter;
- (b) hand to us all policies of insurance, evidence of annual renewals and to pay promptly all premiums and stamp duty in respect of such policies and appoint us as your agent to make, enforce or settle any insurance claim in respect of the Goods and to permit us to receive all insurance moneys and execution of this Operating Rental Agreement shall be proof of our authority to receive such moneys; and
- (c) not do or permit or suffer to be done anything which may prejudice any such insurance.

9. Loss or Damage

9.1 You must tell us if any of the Goods are:

- (a) stolen; or
- (b) lost; or
- (c) destroyed; or
- (d) damaged or impaired to such an extent that you or the insurer decides that repair is impractical or uneconomic.

(collectively called the "Affected Goods")

9.2 If any of these events happen, and we and you agree to the Affected Goods being replaced the replacement goods will then be the subject of this Operating Rental Agreement.

9.3 We are entitled to receive all amounts which are payable to you by any insurer or other person because any of the things in clause 9.1 happens.

9.4 If within 30 days after the event in clause 9.1 happens, we and you have not agreed to a replacement, then on the next Payment Date after the 30 day period, you must pay us in addition to any Rental Instalment and other amounts due on that date:

- (a) the sum of the amounts calculated in accordance with clauses 11.2(b), (c), (d) and (e) insofar as those relate to the Affected Goods plus any applicable GST; and
- (b) the Early Termination Value for the Affected Goods; less
- (c) any money we have received from an insurer or other person because the event in clause 9.1 happened.

Without limiting any other clause of this Operating Rental Agreement you must also pay on its due date any Rental Instalment or other amount that falls due during the 30 day period. If, before the next Payment Date after the event in clause 9.1 happens, we and you have agreed not to replace the Affected Goods, then on that Payment Date, you must pay in addition to any Rental Instalment or other amount due on that date, the amount referred to in (a) less the amount referred to in (b).

9.5 This Operating Rental Agreement is terminated in relation to the Affected Goods when you make payment under clause 9.4. This Operating Rental Agreement will continue in respect of the unaffected Goods and we will notify you in writing of the revised Rental Instalments which are payable in respect of the unaffected Goods.

9.6 If we receive money from the insurer or any other person after you have paid us the amount due under clause 9.4, we will refund to you, up to the amount you paid to us, the amount we received less all money then payable by you under the Operating Rental Agreement.

10. Essential Terms

10.1 The following terms are fundamental and essential terms:

- (a) that you pay all Rental Instalments on time (clause 3);
 - (b) that you insure the Goods (clause 7);
 - (c) that you do not cease or threaten to cease carrying on business;
 - (d) that you or a Guarantor do not become Insolvent;
 - (e) that you do not attempt to sell, dispose of or encumber the Goods in any way (clause 6.1(b));
 - (f) each of your warranties contained in clause 4 are and remain correct;
 - (g) that any Guarantor executes this Operating Rental Agreement effectively and is not discharged;
 - (h) you or a Guarantor are not in default of a Related Agreement; and
 - (i) where you are a corporation (but not a Listed Corporation) no change in your control takes place without the prior written consent of us.
 - (j) where You are a corporation which is the subject of cross guarantees from any Related Entity in relation to the filing of financial statements with ASIC, if any such cross guarantee is terminated or released for any reason without the prior written consent of us"
 - (k) notify that the Maximum Operating Hours have been achieved (clause 3.3)
- 10.2 You will be taken to have repudiated this Operating Rental Agreement if you breach any of the essential terms referred to in clause 9.1.
- 11. Default**
- 11.1 An event of default occurs if you do not perform on time any of your obligations under these terms and conditions, other than any of the essential terms referred to in clause 9.1, and fail to rectify such failure to perform within seven (7) Business Days of written notice from us requesting its remedy.
- 12. Termination by CNH Industrial Capital**
- 12.1 We may give you notice terminating this Operating Rental Agreement if:
- (a) there is a breach of any essential term specified in clause 10.1;
 - (b) you commit an event of default in accordance with clause 11.1.
- 12.2 If we terminate this Operating Rental Agreement under clause 12.1(a) or (b), you must immediately:
- (a) return the Goods to us in good working order and condition at a place specified by us. If you do not return the Goods you must pay to us the Early Termination Value;
 - (b) pay to us all other moneys including any Excess Usage Fee then payable under this Operating Rental Agreement;
 - (c) pay to us on demand the amount of any loss reasonably incurred by us in terminating the Operating Rental Agreement;
 - (d) pay to us as liquidated damages the present value of future Rental Instalments payable for the balance of the Term calculated by applying the Discount Rate to each such instalment plus any applicable GST (to the extent not already included); and
 - (e) pay to us the Early Termination Fee and any early break costs incurred by us to a third party in pre-paying any funding arrangements in connection with our purchasing the Goods and renting the Goods to you and early termination of this Operating Rental Agreement.
- 12.3 We will apply any moneys received by us under this clause in payment of the moneys owing to us by you in the order and manner we think fit in our absolute discretion.
- 12.4 If you do not return the Goods as you are required to, we may enter any or premises where we believe the Goods may be located and retake possession of the Goods. In such event you release us from and indemnify us against any liability or damage however arising or incurred in retaking or attempting to retake possession of the Goods.
- 12.5 Provided you have paid to us the Early Termination Value and all other moneys payable under clause 12.2, and we subsequently obtains possession of the Goods, we will take all reasonable steps to re-sell or re-rent the Goods. We will pay you the net proceeds, if any, up to the Early Termination Value on re-selling or re-renting the Goods (after deducting all costs and expenses incurred). If the Goods are not returned or cannot be sold the sale price will be taken to be nil.
- 12.6 Any termination of this Operating Rental Agreement or any payment by you does not affect any other rights we have under these terms and conditions or at law or in equity.
- 12.7 If we terminate this Agreement under clause 12.1, all money owing under a Related Agreement become immediately due and payable and you must pay them to us.
- 13. Exclusion of Warranties**
- 13.1 To the full extent permitted by law, all express and implied terms, conditions and warranties (other than those terms expressly set out in this Operating Rental Agreement) are excluded.
- 13.2 We are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Goods.
- 13.3 Whether or not the Trade Practices Act 1974 or any laws to a similar effect apply, our liability or anything in relation to the Goods and its use, including damage or economic loss is limited to the maximum extent permitted by law. In any event our liability is limited, at its option to:

- (a) the replacement or cost of replacement of the relevant Goods with the same or equivalent Goods; or
- (b) the repair or cost of repair of the relevant Goods.

14. Expiry of Term and Return of Goods

14.1 If the Term is not varied under clause 32 then at the end of the Term you must:

- (a) return the Goods to us in good working order and condition at a place specified by us failing which you will pay to us the Early Termination Value; and
- (b) pay to us all other moneys then payable under this Operating Rental Agreement including any Excess Usage Fee.

14.2 If you do not return the Goods as you are required to, the provisions of clause 12.4 and 12.5 shall apply.

15. Inertia

15.1 In the event that we consent in writing to you remaining in possession of the Goods after the expiry of the Term, You shall continue to lease the Goods from month to month and shall continue to pay the rent until such time as either party terminated this Operating Rental Agreement

16. Costs, Duties, Charges and Commissions

16.1 You must pay or reimburse us for:

- (a) all current and future levies and taxes (other than income tax), stamp duties and other government duties payable in connection with this Agreement or any payment, receipt or other transaction arising under or contemplated by this Operating Rental Agreement;
- (b) any expenses which we may reasonably incur in retaking or attempting to retake possession of the Goods;
- (c) any moneys which we may reasonably think fit to pay to make good any failure by you to comply with any of your obligations; and
- (d) any costs or expenses (including legal costs) reasonably incurred by us in connection with the protection of the Goods or the enforcement of our rights under this Operating Rental Agreement.

16.2 Without limiting clause 16.1, where we are obliged to pay GST on any supply under this Operating Rental Agreement, the Rental Instalments or other payments due relating to that supply will be increased to cover the amount of that GST (but only to the extent to which GST has not already been included in those instalments or payments). We will notify you of the amount of any such increase and provide you with a tax invoice to enable you to claim an input tax credit, if you are so entitled.

16.3 You agree to us paying commission, fees or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.

17. Inspection

17.1 We reserve the right to employ specialist sub-contractors in connection with the protection of the Goods or in the enforcement of our rights under this Operating Rental Agreement

17.2 You shall on the date notified (or upon such alternative date as the parties shall then agree in writing) make the Goods available, along with any subsequent books and records associated with the Goods, to our servant, agent or specialist sub-contractors at the Usual Location of the Goods within the Normal Working Hours. You shall ensure that the place where the goods are made available for inspection work carried out shall be under cover, well lit and provided with main electric power, well ventilated, have a water supply available, comply with applicable occupational health and safety requirements and generally be suitable for us to carry out the inspection in an efficient manner and without the risk to the health of the persons carrying out the work

18. Scheduled Services and Charges

18.1 You acknowledge that unless you have selected to include Scheduled Services you will be responsible for all maintenance and repairs in relation to the Goods

In respect of maintenance charges for the Goods which have been included in the Rental Instalments for Scheduled Services you acknowledge and agree that :

- (a) you have given us a direction to pay the maintenance provider and to include such charges in the Rental Instalments;
- (b) We are not responsible for the maintenance of the Goods;
- (c) any failure or breach on the part of the maintenance provider will not in any way release you from the requirement for you to pay the Rental Instalments and observe your other obligations under this Operating Rental Agreement.

19. Your Obligations

19.1 You shall:

- (a) at all times keep the Goods in the environmental conditions recommended by the manufacturer of the goods;
- (b) use the Goods only in accordance with such instructions and recommendations relating to the care and operation of the Goods as may be issued by the manufacturer of the Goods and as we may from time to time be advised in writing;
- (c) keep and produce to us accurate records of all Goods operational hours and give us reasonable notice of any periodic servicing required;
- (d) immediately notify our nominated repairer if the goods break down or fail to work properly, or if any repairs or replacements are considered necessary;
- (e) carry out all daily checks on the Goods in accordance with the manufacturer's recommendations, including routine checks on the hydraulics, fuel tanks, oil and coolants, to ensure the goods are in a safe and operational condition prior to work commencing;
- (f) be liable for the repair of all punctures and replacement of all damaged tyres;

- (g) check, in the case of electrically powered Goods, the battery electrolyte levels daily and top up as necessary and charge the battery strictly in accordance with the battery manufacturer's instructions and guarantee;
- (h) ensure that the Goods are operated properly and safely by authorised operators who are competent, properly trained and, where appropriate, licensed in the use of the Goods;
- (i) ensure that the Goods are maintained in a clean condition free from swarf, oil, grease and dirt and shall supply and add any oil and grease that may be required to maintain satisfactory function of the Goods;
- (j) you shall comply in all respects with the provisions of the Occupational Health and Safety Act or any statutory modification or re-enactment and shall indemnify us Company against any breach thereof;
- (k) pay us for any repair work done to rectify damage caused by:
 - (i) misuse that affects the safe working of the goods eg. Structural damage to the chassis, counterweight, traction battery or engine, mast and axles ("Repair Works");
 - (ii) Excessive Wear and Tear.

20. Additional Payments

20.1 You acknowledge that:

- (a) the Rent Instalments are based on the Maximum Operating Hours for the Goods. Should the Goods be used for more than the Maximum Operating Hours then you shall pay to us the Excess Usage Fee in accordance with the timeframe specified in the Schedule;
- (b) you shall also pay for materials and labour and travelling time in connection with any "Additional" or "Repair Work" carried out at our prevailing prices and rates;
- (c) all payments in respect of "Repair Work" or "Additional Works" are payable to us at the time of payment of the next Rent Instalment due closest to 30 days from the completion of the work and are payable in the same manner as Rent Instalments.

21. Liabilities

21.1 We shall have no liability whatsoever to you for any loss (including consequential loss) arising out of or in connection with the provision of any Goods or service pursuant to this Operating Rental Agreement.

21.2 In addition to clause 26.1:

- (a) without prejudice or any manufacturer's liability, we shall not be under any duty to search for, identify, or advise upon any defect in the Goods or work required thereon which would not become apparent in the course of the proper maintenance and we shall not be liable for any failure to search for, identify or advise upon any such defect or work required thereon;

- (b) We accept no liability nor responsibility for any loss (including consequential loss) arising directly or indirectly from any defect in any spare part or materials supplied or fitted by us save where the defect would have been apparent upon reasonable inspection at the time and we fitted or supplied the spare parts or materials concerned.

21.3 We will make every reasonable effort to maintain maximum availability of the Goods but will not be liable for any downtime, damage or loss, including consequential damage or loss, incurred by you.

21.4 Our total liability for any loss hereunder in respect of any one event or series of collective events shall be limited to, in total, the maintenance charge payable by you for that year in respect of the goods giving rise to such liability.

22. Force Majeure

22.1 If either party is affected by force majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

22.2 Notwithstanding any other provision of this Operating Rental Agreement neither party shall be deemed to be in breach or otherwise be liable to the other for any delay in the performance or the non-performance of any of its obligations under this Operating Rental Agreement, to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

23. Arbitration

23.1 Any dispute arising under or in connection with clauses 17-27 inclusive shall be first referred for discussion by the parties respective senior management and if unable to resolve the dispute within 14 days of the dispute arising then to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party of the President for the time being of the Law Society of New South Wales in accordance with the provisions of Arbitration Act.

24. Indemnities

24.1 You indemnify us against:

- (a) any loss of or damage to the Goods however arising;
- (b) liability for any death, injury or damage to any person or property arising directly or indirectly from the Goods or its use;
- (c) any claim for breach of intellectual property rights arising in connection with the Goods or its use;
- (d) any loss arising from any part of this Operating Rental Agreement being void, voidable or unenforceable for any reason;
- (e) any loss or liability incurred by us resulting from possession, use or operation of the Goods by you;
- (f) any liability which we may incur under any legislation by reason of the use of the Goods for any purpose other than as stated by you to us; provided that such loss, damage, claim or liability is not due to our negligence;

- (g) anything done by us in exercise or purported exercise of our rights under this Operating Rental Agreement;
- (h) any claim affecting our interest in or title to the Goods and any action taken by us to protect such interest and title; and
- (i) any breach by you of your obligations under this Operating Rental Agreement, the occurrence of a breach of an essential term or an event of default in accordance with clauses 10 and/or 11 of this Operating Rental Agreement, or the repossession of the Goods or its storage.

24.2 Each Indemnity in clause 29.1 is a separate and independent obligation and continues after termination of this Operating Rental Agreement.

25. Overdue Payments

- 25.1 You must pay interest calculated on daily balances on any amount which you do not pay on time for the period it is unpaid.
- 25.2 The rate of interest applying to each daily balance is the Default Rate.
- 25.3 Each month (or at any other time we choose) we may add to the amount you owe us any interest payable under clause 30.1 which is overdue (this is known as "capitalising" or "compounding" the interest). You will then be liable for interest under clause 30.1 on the total amount.
- 25.4 You must pay all interest payable under clauses 30.1 or 30.3 when we specify.
- 25.5 Your obligation to pay an amount on the date it becomes due is not affected by clauses 30.1 to 30.4.
- 25.6 If any amount you must pay under the Operating Rental Agreement becomes merged in a court order, you must pay interest on that amount as a separate obligation. The interest is payable from the date we first asks you for the amount until that amount is paid. This obligation is not affected by the court order. The rate is the rate in clause 30.2 or the rate in the court order, whichever is the higher.
- 25.7 Clauses 30.1 to 30.6 apply equally to the Guarantor. In relation to any amount owed to us by the Guarantor, each reference to "you" in these clauses is taken to be a reference to the Guarantor.

26. Compliance with Statutes

- 26.1 You must at your own cost comply and cause us to comply with all statutes, regulations, ordinances, and bylaws and the conditions of any licence or approval relating to the Goods or their use, installation, removal, replacement, maintenance or repair.

27. Variation

- 27.1 Other than as provided in clauses 3.5 and 9.5, no variation of this Operating Rental Agreement will be effective unless it is provided by us in writing.

28. Severance

- 28.1 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable, such provision shall be

severed and the remaining provisions shall continue unaffected.

29. Governing Law

- 29.1 This Operating Rental Agreement is governed by the laws of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts of that state.

30. Waiver

- 30.1 No waiver by us of any default, breach or repudiation by you will affect our rights in respect of any further or continuing default, breach or repudiation.

31. Assignment and Agency

- 31.1 We may sell or assign, either absolutely or by way of security, its rights under this Operating Rental Agreement or to the Goods.
- 31.2 You are not permitted to assign any rights or obligations you may have under this Operating Rental Agreement.
- 31.3 You acknowledge that we may have entered into this Operating Rental Agreement as the agent for some other person and that the other person has or may acquire property in the Goods.

32. Business Day

- 32.1 If the day on which anything to be done is not a Business Day, then:
 - (a) if it involves a payment other than a payment which is due on demand, it shall be done on the preceding Business Day; and
 - (b) in all other cases, it shall be done no later than the next Business Day.

33. Notices

- 33.1 Any notice to be given must be addressed to the relevant party at the address set out in the Goods Schedule to this Operating Rental Agreement or at the address last notified by each party to the other in writing.
- 33.2 Notices may be hand delivered, sent by pre-paid mail, facsimile or email.
- 33.3 Notices sent:
 - (a) by pre-paid mail will be taken to be received on the third Business Day after posting; and
 - (b) by facsimile or email will be taken to be received on production of a transmission report from the transmitting machine indicating a successful transmission of the facsimile or email.

34. Blanks and Corrections

- 34.1 You authorise us to complete any blank spaces in the Goods Schedule relating to the Commencement Date and the serial numbers and other identification of the Goods. You also authorise us to rectify any details in the Goods Schedule to correct any manifest errors or omissions.

35. Certificates

35.1 The certificate of an officer of CNH Industrial Capital will (in the absence of manifest error) be prima facie evidence of the matters stated in that certificate.

36. Definitions and Interpretation

36.1 In this terms and conditions:

Business Day means a day in which banks are open for general banking business in the state or territory of the Applicable Law.

Commencement Date means the date the Renter's offer is accepted by us and as specified in the Goods Schedule.

Default Rate means the rate specified in the Goods Schedule.

Discount Rate means the interest rate which is two percent (2%) less than the rate implicit in this Operating Rental Agreement, as reasonably determined by us.

Early Termination Fee means our reasonable administrative costs associated with an early termination of this Operating Rental Agreement.

Early Termination Value means the estimate of the market value of the Goods at the date of termination of this Operating Rental Agreement as reasonably determined by us.

Excess Usage Fee means the excess usage fee pursuant to clause 25 and specified in the Goods Schedule.

Excessive Wear and Tear means the wear and tear described in Annexure 4 of the Master Operating Rental Agreement.

Goods means the equipment described in the Goods Schedule, and includes any part of that equipment, any substituted equipment and any accessories, modifications, implements, manuals, certificates of registration, licences or other items relating thereto (together the "accessories") regardless of whether such accessories were provided at the time of supply of the Goods or acquired subsequently by the Renter.

Goods Schedule means the schedule entitled Operating Rental Goods Schedule - Tax Invoice which forms part of this Operating Rental Agreement.

Guarantor means any guarantor named as such in the Master Operating Rental Agreement.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.

Insolvent means unable to pay debts when they fall due, in bankruptcy, in receivership administration, would up, subject to any arrangements, assignment or composition with creditors or protected from any creditors under any legislation. **Listed Corporation** has the same meaning given to that term in the Corporations Act 2001 (Cth).

Maximum Operating Hours means the maximum normal operating hours for the Goods specified in the Schedule.

Normal Working Hours means the hours of 8.00 am to 4.30 pm from Monday to Friday excluding bank and public holidays in the state in which the maintenance is carried out.

Operating Rental Agreement means the agreement between us, you and any Guarantor comprised of the Goods Schedule and these Terms and Conditions.

Payment Date means each date calculated in accordance with the Rental Instalments section of the Goods Schedule.

Related Agreement means any agreement between you and us or any agreement between you, a Guarantor and/or Related Entity of us.

Related Entity has the meaning given to it in the Corporations Act.

Rental Instalment means the Rental Instalments as set out in the Goods Schedule and includes GST, stamp duty and any other costs and duties payable in accordance with the Operating Rental Agreement.

Renter, you or your means the person named as Renter in the Master Operating Rental Agreement Schedule.

Scheduled Services means the repair and maintenance services set out in Annexure 3 and will apply where you have selected the Scheduled Services option in the Operating Rental Agreement

Start Reading means an odometer or hour reading of the goods at the Commencement Date of Agreement. For equipment considered to be new, the Start Reading shall be considered as zero (0)

Tax Event means any one or more of the following events:

- (a) an imposition of, or any change in the basis of, or the interpretation, application or administration of any law or regulation imposing any taxes, (including the imposition of a GST), levies, imposts, deductions, charges, withholdings and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them;
- (b) without limiting the generality of (a) above, a change in the tax rate applicable to us;
- (c) without limiting the generality of (a) above, the rate or deductibility of the depreciation available to us in respect of the Goods, or the timing of the availability of that depreciation changes, or differs from the assumptions made by us in calculating the Rental Instalments under this Operating Rental Agreement;
- (d) without limiting the generality of (a) above, a change in the dates or frequency upon which tax is payable by us; or
- (e) sections 82KJ, 82 KK, 82 KL, 51AD, Division 16D or 16E of Part III or Part IVA of the Income Assessment Tax Act, 1936 or similar provisions of the Income Tax Assessment Act 1997 or replacement Act are applied to the Operating Rental transaction documented in this Operating Rental Agreement.

Term means the rental term referred to in clause 2.1.

Use of Goods means the use specified in the Goods Schedule.

Usual Location of Goods means the address specified as such in the Goods Schedule.

In these terms and conditions:

- a) the singular includes the plural and vice versa;
- b) "persons" includes a firm, body corporate, unincorporated association or any other body or entity;
- c) a reference to either party includes that party's successors, legal personal representatives and permitted assigns;
- d) any appointment, Operating Rental Agreement, warranty, representation or obligations which binds or benefits two or more persons under this Operating Rental Agreement binds or benefits those persons jointly and severally;
- e) a reference to a clause is a reference to a clause of these terms and conditions;
- f) words or definitions used in the Goods Schedule are to be read and interpreted in accordance with that definition in these terms and conditions unless a contrary intention applies;
- g) headings are inserted for convenience only and do not affect interpretation.

a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time as appropriate.

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ANNEXURE 3 SCHEDULED SERVICE CONDITIONS/IVECO PROGRAMMED MAINTENANCE

Scheduled Servicing Option

1. We shall carry out Scheduled Services in respect of the Goods during Normal Working Hours which will comprise:
 - a) all servicing and other maintenance tasks (as defined in clause 2 below), arising from normal operations but not from exclusions, in accordance with the manufacturer's instructions and recommendations supplied in any operations manual ("the Recommendations");
 - b) all normal repairs and replacement arising from standard operating fair wear and tear but not from exclusions;
 - c) all materials and labour and meet our travelling costs involved in carrying out the above tasks at the Usual Location of the Goods.
2. We shall carry out periodic maintenance during Normal Working Hours at the Usual Location of the Goods in accordance with the Recommendations at the agreed Operational Hour Intervals specified in the Schedule.
3. We shall not be responsible for costs of repair work or for any servicing other than included in clauses 1 and 2.
4. If the agreed intervals are not in line with the Recommendations it is your obligation to arrange additional maintenance to meet those Recommendations.

Maintenance Not Included/Additional Work

5. You acknowledge that Scheduled Service of the Goods shall not include:
 - a. any repairs and replacements necessary due to or arising from accidental or deliberate damage or abusive or inappropriate operation, irrespective of the cause;
 - b. the remedy of any defect in the Goods or which in our final and binding opinion has arisen as a result of:
 - (i) electrical work to the Goods not carried out by us or at our direction;
 - (ii) transportation or relocation of the Goods not performed by or on our behalf, or any modification, adjustment or repair to the Goods made by a third party without our written consent;
 - (iii) your subjecting of the Goods to unusual physical or electrical stress, the neglect or misuse of the goods by any failure or fluctuation of electrical power, air conditions, humidity control or other environmental controls or factors;
 - (iv) Excessive Wear and Tear; or
 - (v) any other cause (except fair wear and tear) which is not due to our neglect or default;
 - c. emergency repairs;
 - d. tyre replacement;
 - e. unless specifically so stated the maintenance upkeep and replacement of the battery for the Goods.

6. We will report to you any additional maintenance and repair work (not included as Scheduled Services) which we consider necessary or desirable to be carried out and shall at your request and your cost carry out such additional maintenance and repair work and provide all requisite consumables at such time and at the Usual Location of the Goods or such other place as you shall agree ("Additional Work").
7. If the Goods are damaged in such manner as to constitute Excessive Wear and Tear or the Goods require a spare part or replacement component (as to whether either of which events has occurred our decision shall be final and binding on you) we reserves the right to charge you for said damage.
8. The agreed Scheduled Service maintenance intervals are approximate only and we shall be entitled to carry out the maintenance on any day notified in writing to you in accordance with this clause which, taking into account to our working schedules, is as near to the date appointed as is reasonable and practicable under the circumstances.
9. On our prior notification of the actual date on which we intend to carry out the Scheduled Service maintenance you shall on the date notified (or upon such alternative date as the parties shall then agree in writing) make the Goods available to our servant, agent or specialist sub-contractors at the Usual Location of the Goods within the Normal Working Hours.
10. You shall ensure that the place where the Goods are made available for Scheduled Service maintenance or any other work carried out shall be under cover, well lit and provided with main electric power, well ventilated, have a water supply available, comply with applicable occupational health and safety requirements and generally be suitable for us to carry out the maintenance in an efficient manner and without the risk to the health of the persons carrying out the work.
11. We reserve the right to employ specialist sub-contractors in respect of such parts of our obligations as we think fit and/or assign our rights and obligations herein.

Service Out of Business Hours and Emergency Repairs

12. You shall pay additional charges at our prevailing rate for emergency repairs and call-outs requested outside Normal Working Hours. Whilst we will attempt to provide a service during such hours we shall not be under any obligation to do so.
- ### IVECO Programmed Maintenance Agreement
13. We shall carry out Maintenance in respect of the Goods subject to the agreement between you and Iveco trucks Australia limited ABN 86 004 066 061 (hereinafter 'ITAL') which will comprise
 - a. all servicing and other maintenance tasks (as defined in clause 2 below), arising from normal operations but not from exclusions, in accordance with the manufacturer's

- instructions and recommendations supplied in any operations manual ("the Recommendations");
- b. all normal repairs and replacement arising from standard operating fair wear and tear but not from exclusions;
 - c. all materials and labour and meet our travelling costs involved in carrying out the above tasks at the Usual Location of the Goods.
 - d. any and all other servicing and maintenance tasks as defined in the Programmed Maintenance Agreement between you and ITAL
14. If the Goods are damaged in such manner as to constitute Excessive Wear and Tear or the Goods require a spare part or replacement component (as to whether either of which events has occurred our decision shall be final and binding on you) we reserves the right to charge you for said damage.
 15. The agreed Scheduled Service maintenance intervals are approximate only and we shall be entitled to carry out the maintenance on any day notified in writing to you in accordance with this clause which, taking into account to our working schedules, is as near to the date appointed as is reasonable and practicable under the circumstances.
 16. On our prior notification of the actual date on which we intend to carry out the Scheduled Service maintenance you shall on the date notified (or upon such alternative date as the parties shall then agree in writing) make the Goods available to our servant, agent or specialist sub-contractors at the Usual Location of the Goods within the Normal Working Hours.
 17. You shall ensure that the place where the Goods are made available for Scheduled Service maintenance or any other work carried out shall be under cover, well lit and provided with main electric power, well ventilated, have a water supply available, comply with applicable occupational health and safety requirements and generally be suitable for us to carry out the maintenance in an efficient manner and without the risk to the health of the persons carrying out the work.
 18. We reserve the right to employ specialist sub-contractors in respect of such parts of our obligations as we think fit and/or assign our rights and obligations herein.
 19. You shall pay additional charges at our prevailing rate for emergency repairs and call-outs requested outside Normal Working Hours. Whilst we will attempt to provide a service during such hours we shall not be under any obligation to do so.
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Service Out of Business Hours and Emergency Repairs

**ANNEXURE 4 – Excessive Wear & Tear Schedule
Agricultural and Construction Equipment**

For the purposes of this Operating Rental Agreement Excessive Wear and Tear to any of the Goods rented to the Renter under this Operating Rental Agreement shall mean and include, but not be limited to, any of the following:

Item	Description of excessive wear
Cab/Operator Platform	<ol style="list-style-type: none"> 1. Heavy interior soil. 2. Unclean condition of the cab. 3. Holes, tears or burns on the dash, floor covers, seats, headliners, upholstery or interior. 4. Hour meter / odometer. If the hour meter / odometer or dash has been tampered with us has the right to estimate excess hours or excess kilometres plus any additional penalties deemed appropriate. 5. Cab and chassis of the Goods are not properly restored where equipment and/or accessories have been removed. 6. Lights or instruments are not in good working order. 7. Seat and/or seat belts broken. 8. Dashboard intact and in good working order with quality replacements. 9. Torn, split or damaged luggage area, trimming panels and floor coverings.
Exterior	<ol style="list-style-type: none"> 1. Unremoved decals, corporate livery colour schemes, labels and sign writing showing any name or identification marks. 2. Damage around the areas of the decals, labels and sign writing. 3. Dents larger than 5 centimetres in diameter, dents with paint surface penetration or excessive number of dents. Scratches - Any excess scratches to the paint or any one individual scratch that exceeds 20 centimetres in length. 4. Scratches – Any excess scratches to the paint or any one individual scratch that exceeds 20 centimetres in length. 5. Chips – Any single chip 5 centimetres or larger or multiple smaller chips within 30 square centimetres. 6. Paint – Substandard paint, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint. 7. Rust – Rust holes in the body metal or any rust spots. 8. Glass Damage – Any glass that must be replaced due to cracks or missing glass and any windshield damages. 9. Frame Damage – All frame damage and substandard frame repairs in addition to modifications made to the frame. 10. Where applicable, Blades, Buckets and Other Attachments – Any broken or cracked teeth on any attachments, connecting hose, connection points, plugs and weights clean and in good repair. 11. Tyre/Tracks – Any tyres on requirement Goods that are in an unsafe condition, cracks, that have broken side walls, that are not original castings, that have less than 50% of

ANNEXURE 4 – Excessive Wear & Tear Schedule

	<p>original tread remaining, or that are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were originally included as part of the Good(s), the Renter will be required to pay for the cost of a new tyre if the above conditions are not met.</p> <p>12. Where drive tyres have been switched with retreads - Any tyres that are in an unsafe condition, cracks, that have broken side walls, that have less than 50% of original tread remaining, or that are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were originally included as part of the Good(s), the Renter will be required to pay for the cost of a new tyre if the above conditions are not met.</p> <p>13. Unclean exterior requiring but not limiting to steam cleaning.</p> <p>14. Broken or inoperable lights.</p> <p>15. Any mirror damage.</p> <p>16. Bent or broken steps, dented or bent wheel rims.</p> <p>17. Missing moulds, grilles, bumpers, mudflaps or badges that were originally fitted to the asset.</p> <p>18. Major damage to moulds, grilles, bumpers or badges including divots, gouging, dents, cracks, distortion and holes.</p> <p>19. Where applicable, trailer sidewalls in good repair.</p>
<p>Mechanical</p>	<p>1. Mechanical – Mechanical components that are missing, broken or unsafe or that do not operate normally. The battery will need to be replaced if the battery is dead upon the delivery of the unit at the end of the Term.</p> <p>2. Equipment – Computer systems or safety or emission control equipment not in proper working order.</p> <p>3. Towing systems are fully operational and in safe working order.</p> <p>4. Brakes – Brake drums that are cracked or exceed manufacturer’s recommended wear limits, brake linings showing less than 50% remaining wear or brakes that leak oil or fluid.</p> <p>5. Power Train – Wear on power train assembly that exceeds manufacturer’s then-current standards for normal wear (as shown by oil sample analysis).</p> <p>6. Undercarriage – Leaky lubrication seals, improperly tighten track tension, cracked or broken track shoes or fasteners, less than 50% of original life remaining on any parts, or any undercarriage components not being of the original size, type, grade or manufacturer. No major impact damage or Exhaust leaks as the result of visible damage to the exhaust system.</p> <p>7. Hydraulic System – Any pumps motors, valves or cylinders not in good operating condition or that fail to meet manufacturer’s rated specifications, or hydraulic system exceeds manufacturer’s then-current contaminant standards (as shown by oil sample analysis).</p> <p>8. Air Filters – Any filters not within manufacturer’s specifications.</p>

ANNEXURE 4 – Excessive Wear & Tear Schedule

	<ol style="list-style-type: none"> 9. Electrical System – Any gauges or fluid indicators that are damaged or do not function, an alternator that fails to operate properly, a battery that fails to hold a charge, or any wire harnesses that are not tied down and kept secure, dry, clean and dust-free. 10. Leaks – Any general leaks that cost in excess of \$100 to repair including labour. 11. Mufflers/Exhaust pipes burnt out. 12. Damaged or inoperable horn. 13. Modifications to the Goods from the manufacturer's original specifications. 14. Goods are not roadworthy under state or federal legislation.
<p>General/Other</p>	<ol style="list-style-type: none"> 1. General: <ol style="list-style-type: none"> 1.1 Failure to operate and maintain the Goods in accordance with the manufacturer's specifications, or use of components, fuels or fluids on or in connection with the Goods that do not meet the manufacturer's standards. 1.2 Failure to return or damage to the tools, jack and all accessories originally supplied or fitted with the Goods or equivalent replacements with the same specifications as the originals. 1.3 Equipment is in a safe and operable condition 2. Any other damage or repair included but not limited to unlawful or unsafe operating conditions, or that make the Goods either unlawful or unsafe to operate. All repair estimates will be based upon market rates reasonably set by us or if we are unable to estimate and repair such Excessive Wear and Tear then at rates applicable at another outlet, as reasonably selected by us. 3. All keys and remotes returned in good working order.

ANNEXURE 4 – Excessive Wear & Tear Schedule

Transport Equipment

For the purposes of this Operating Rental Agreement Excessive Wear and Tear to any of the Goods rented to the Renter under this Operating Rental Agreement shall mean and include, but not be limited to, any of the following:

Item	Description of excessive wear
General	<ol style="list-style-type: none"> 1. Missing service manual, owner's manual 2. Missing keys or security system remote (if applicable)
Equipment	<ol style="list-style-type: none"> 1. Missing / damaged cigarette lighter, knobs, trims, aerials 2. Missing / damaged tools, jack
Glass	<ol style="list-style-type: none"> 1. Major chips, bulleyes and stars (and minor chips in field of vision) 2. Non-operational or cracked/broken headlights or lenses
Tyres and wheel trims (including hubcaps)	<ol style="list-style-type: none"> 1. Unroadworthy 2. Missing spare tyre 3. Missing, split, badly disfigured, heavy scuffing of trims (including hubcaps)
Interior – trim / upholstery / carpets / controls	<ol style="list-style-type: none"> 1. Screw holes 2. Seats / trim – burnt, cut, holed, ripped, visible repairs 3. Permanent soiling to seats and carpets – caused by abuse, spills, grease etc 4. Rips, cuts, marks, splits to trim and controls 5. Missing or inferior quality replacement controls 6. Torn or split luggage area trim panels and floor coverings 7. Excessive tobacco smells
Paint / Body	<ol style="list-style-type: none"> 1. Major scratching – more than 25mm in length and deep, more than 2 per panel 2. Prominent touch-ups, spoils from bird/tree droppings, major flaking 3. Evidence of poor repairs, colour mismatch, mis-alignment between panels 4. Major abrasions – more than 25mm, signs of constant use of automatic car wash 5. Dents – greater than 20mm diameter or paint surface penetration 6. Hail damage, buckling, distortion, missing badges 7. Prominent areas of major stone chipping 8. Un-repaired or poorly repaired aerial holes (or aerial must be left in place) 9. Damage caused to the vehicle due to the attachment or removal of decals / stickers 10. Damage to paintwork from bird and bat droppings

ANNEXURE 4 – Excessive Wear & Tear Schedule

Item	Description of excessive wear
Mouldings / Grille / Bumpers / Mudflaps	<ol style="list-style-type: none">1. Medium damage – divots, gouging, minor dents, cracks2. Major damage – rips, major dents, distortions, holes3. Missing moulds, grilles, bumpers or mudflaps originally fitted to the vehicle
Underbody	<ol style="list-style-type: none">1. Major impact damage2. Exhaust leaks which are the result of visible damage to the exhaust system
Mechanical Condition	<ol style="list-style-type: none">1. Failure to service and maintain the vehicle as per the manufacturer's recommendations, resulting in premature component or assembly failure (eg engine seizure, metal to metal brakes, transmission failure)