

TERMS OF RENTAL

1. EQUIPMENT

As listed in the above table.

2. RENTAL FEES

As listed in the above table.

Rental Charges are based on the equipment being used for the amount of hours quoted. Max hours per day x days equipment on hire = allocated hours. Excess hours fee will apply for usage above quoted hours, fee will be payable at end of month reconciliation. . Minimum fee payable is minimum term detailed above and rental services. Refer to Rental Terms and Conditions 2025 (see section 7 - Terms and Conditions) for further details.

2.2 ADDITIONAL FEES

(a) CONSUMABLES: During the Rental Period, the hirer is responsible for all costs of operating the equipment and consumables.

(b) DELIVERY & COLLECTION: The hirer will be liable for the cost of delivery, crane, and collection. The pick-up and return point is the CAPS branch that the equipment was issued from unless otherwise agreed. Equipment is considered On Hire when it has left CAPS Branch or if agreed has arrived on hirer site, the equipment is not considered 'Off-hire' until they are physically received at the nominated CAPS Branch.

(c) FUEL USAGE: Fuel usage fees where applicable will be charged at a rate of \$60 refuel charge plus \$3 per litre. CAPS Rental reserves the right to adjust the per-litre rate without prior notice to reflect fluctuations in fuel costs, supply conditions, or other operational requirements

(d) COMMISSIONING: The hirer will be liable for installation and commissioning unless otherwise stated.

(e) CLEANING: If the equipment is not cleaned and decontaminated before returned, then CAPS will charge the hirer the cost of cleaning and decontaminant it.

If equipment is not able to be cleaned E.g. overspray, the hirer will be liable for cost of new panels.

(f) DAMAGE: The hirer must ensure that the Equipment is returned in the same condition it was received in, except for fair wear and tear as defined by CAPS in the Rental Terms and Conditions 2025 (see section 7 - Terms and Conditions). If the machine is damaged or stolen, The hirer will be liable for the cost of the repair or the full list price of the equipment.

(g) ATTENDANCE FEE: If CAPS send a technician to repair or service the equipment outside of the metro area. Also, when the technician is not able to gain entry to site, the equipment is not available or not at site, then CAPS may charge you an attendance fee calculated as follows:

- Time spent at site: \$163 per hour
- Travel time: \$163 per hour
- Expenses (e.g. accommodation, meals, flights) at cost + 15%
- Kilometre charge = \$1.95 per km.

Note: the minimum charge for travel time plus time spent at site is \$652 (4 hours). CAPS business hours are 7:30am to 3:30pm Mon to Fri, attendance outside of these hours may incur additional charges.

- Some remote and mine sites may incur additional charges depending on location and region.

(h) GST/ TAXES: The Renter shall be liable for goods and services tax (GST) and all other applicable taxes.

All amounts are exclusive of GST, GST will appear on your invoice.

3. INVOICING

Caps will invoice monthly in advance. The hirer will be invoiced on the day the hire starts and for the rental services to be provided that month. Trading terms: 30 days from date of invoice

4. SERVICING

The hirer must carry out all routine daily checks found in the operating manual and meet other customer obligations. Inspections are to be recorded in the daily pre-start books where provided. Preventative maintenance is included in the rental rate. Maintenance to be carried out exclusively by CAPS Ltd Pty, employing a 3rd party to servicing the plant will void rental contract.

Travel to and from site is not included in preventative maintenance rate (unless otherwise specified). Labor and km's will be charged if over 50km radius from branch.

CAPS and its representatives have the right to enter the Site the equipment is on at any time upon giving prior reasonable notice to inspect, maintain and/or repair the Equipment. The Renter must assist the Owners and its representatives in exercising its rights under this clause.

The Renter is liable for all induction costs of CAPS service technicians. The Renter is liable for all regulatory inspections, including Pressure vessel inspections, pressure relief valve inspection and fire suppression inspection costs outside of the metro area.

Servicing Notification and CAPS servicing hours

The Hirer must notify CAPS in writing (email) immediately once the Plant has operated for 400 hours from the date of the start of the Hire Period. CAPS shall make all reasonable efforts to service the Plant within 1 week of being notified by the Hirer. This Service shall be carried out during week days and normal business hours (7:30am to 3:30pm Mon to Fri) and shall require the Plant to be shut down and accessible for a period of between 1 to 6 hours. CAPS shall make reasonable endeavors to notify the Hirer of the day and time this Service / Maintenance shall be carried out.

5. ALTERATION AND IDENTIFYING MARKS

The Renter must not alter, deface or erase any identifying mark, CAPS decals, plate or number on the Equipment. The Renter must not in any way alter, affix or attach anything to, modify, tamper with, damage or repair the Equipment without the Owners written consent. Renter will be liable \$3000 + any and all costs to repair the equipment to its original state.

6. SUITABILITY

The Renter must immediately notify and provide full details to CAPS of any loss, theft, breakdown or damage to the equipment. After receiving such notification, CAPS will use reasonable endeavors to repair or replace the equipment at CAPS discretion and at the renters expense.

7. BREAKDOWNS

The Renter must immediately notify and provide full details to CAPS of any breakdowns. After receiving such notification, CAPS will use reasonable endeavors to repair or replace the equipment at CAPS' discretion.

Breakdowns in metro area: The customer will be liable for calls outs and breakdowns if the repair is deemed to be caused by customer neglect or abuse.

Breakdowns outside metro area: The customer will be liable for calls outs and breakdowns if the repair is deemed to be caused by customer neglect or abuse.

The customer will be liable for all cost associated with attendance outside of metro area. Attendance costs found above 2.2(g)

Replacement machine transport costs: CAPS will be liable for replacement cost inside the metro area. Renter will be liable for replacement transportation costs outside of metro area.

CAPS Service operates on week days and normal business hours (7:30am to 3:30pm Mon to Fri). Breakdown callouts outside of normal operating hours will be chargeable to the hirer.

8. VALIDITY

The Prices quoted are valid for Thirty (30) Days from the date of this quotation, after which we reserve the right to review our offer. Supply is subject to availability at time of the order.

9. CONDITIONS OF SALE

All products and services provided as part of this quote are provided solely based on the CAPS Rental Terms and Conditions 2025 that can be found on our website <https://www.caps.com.au/caps-rental-terms-conditions-2025/>

10. RPO

The customer must advise in writing of Intention to purchase RPO equipment 3 months before purchase date.

11. ACCEPTANCE

You can accept this quote (including, the CAPS Rental Terms and Conditions 2025 – see section 7) by signing in the space below and providing CAPS with a copy of the signed quotation. If we do not receive a signed copy of this quote, you will be deemed to accept the quote (including, the CAPS Rental Terms and Conditions 2025 – see section 7) by any of the following; you providing a purchase order or acceptance by email correspondence and also when we provide you with any of the equipment or we deliver it to a location nominated by you.