

DEFINITIONS

In these conditions:

1. "SILVERSTONE ENERGY" means SILVERSTONE ENERGY Pty Ltd ABN 87 665 696 766;
2. "Conditions" means these Standard Rental Terms and Conditions;
3. "GST" means any goods or services or value added tax, including GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 or any amending legislation ("GST Act");
4. "Daily Run Sheet" means SILVERSTONE ENERGY Form and is required to be completed daily by the Hirer and returned to SILVERSTONE ENERGY on a daily basis;
5. "Damage Waiver" means the cover provided by SILVERSTONE ENERGY for damage to the Plant provided by these Conditions;
6. "Fair Wear and Tear" means wear and tear which would be consistent with the normal operation of the Plant within its correct operating range and water quality;
7. "Hire Contract" means any contract for the hire of Plant by SILVERSTONE ENERGY to the Hirer on these Conditions;
8. "Hire Period" means the time from when the Plant leaves SILVERSTONE ENERGY's depot or place where last issued until received back at SILVERSTONE ENERGY's depot or another place named by SILVERSTONE ENERGY. Any alternative Hire Period is to be negotiated and agreed at time of Quote prior to the commencement of the Hire Period;
9. "Hirer" means a person, firm or corporation, jointly and severally if there is more than one, hiring Plant from SILVERSTONE ENERGY;
10. "PPSA" means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 3 have the respective meanings given to them in the PPS Act: *collateral, financing change statement, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement*.
11. "PPS Act" means the Personal Property Securities Act 2009 (Cth) (as amended).
12. "Plant" means all plant, equipment, cable, cable drums, pumps, trailers, fuel tanks, batteries, machinery, and accessories of whatever nature supplied by SILVERSTONE ENERGY to the Hirer;
13. "Quote" means any written quotation provided by SILVERSTONE ENERGY to the Hirer concerning the proposed supply of Plant;
14. "Site" means any site to which the Plant is or is to be delivered and including without limitation any ship, truck, or other vehicle upon which the Plant is intended to be used by the Hirer; and
15. "Stand Down" is a rate provided by SILVERSTONE ENERGY in the event of Plant not being utilised for a defined period or Plant that is unavailable due to a breakdown and is 70% of the quoted rate unless agreed otherwise by SILVERSTONE ENERGY.

BASIS OF CONTRACT

16. These Conditions apply exclusively to every contract for the hire of Plant by the Hirer from SILVERSTONE ENERGY and cannot be varied or supplanted by any other terms without the prior written consent of SILVERSTONE ENERGY.
17. Any Quote is valid for 30 days and is an invitation only to the Hirer to place an order based upon that Quote.
18. Any terms in the Quote form part of a Hire Contract and if the terms of these Conditions and Quote are inconsistent, these Conditions will prevail.
19. Issuance of a purchase order by the Hirer in response to the Quote is deemed to constitute acceptance of these Conditions and the Quote.
20. Upon issuance of a purchase order by the Hirer, SILVERSTONE ENERGY shall have 7 days from the issuance of the purchase order to accept the purchase order in writing. If SILVERSTONE ENERGY does not accept the purchase order within 7 days, then the purchase order is void and of no force and effect.
21. Following the acceptance of the purchase order a contract is formed between the Hirer and SILVERSTONE ENERGY in relation to the hire of Plant (Hire Contract).
22. The Hirer is responsible for care of the Plant pursuant to the Conditions for the Hire Period and remains bound by any continuing provisions, after return of the Plant.
23. The Hirer acknowledges that SILVERSTONE ENERGY owns the Plant and in all circumstances SILVERSTONE ENERGY retains title to the Plant (even if the Hirer goes into liquidation or becomes bankrupt during the Hire Period). The Hirer's rights to use the Plant are as a bailee only.
24. The Hirer is not entitled to offer, sell, assign sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Plant in anyway.
25. In no circumstances will the Plant be deemed to be a fixture of the Hirer.
26. The person signing any document which forms part of the Hire Contract for and on behalf of the Hirer hereby warrants that he or she has the Hirer's authority to enter into the Hire Contract on the Hirer's behalf and grant the security interests in connection with it and is empowered to bind the Hirer to the Hire Contract and each security interest granted in connection with it.

PPSA

27. The Hirer consents to SILVERSTONE ENERGY affecting and maintaining a registration on the register (in any manner SILVERSTONE ENERGY considers appropriate) in relation to any security interest contemplated or constituted by this Hire Contract in the Plant and the proceeds arising in respect of any dealing in the Plant and the Hirer agrees to sign any documents and provide all assistance and information to SILVERSTONE ENERGY required to facilitate the registration and maintenance of any security interest. SILVERSTONE ENERGY may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).
28. The Hirer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Plant.
29. The Hirer undertakes to:
 - i) do anything (in each case, including executing any new document or providing any information) that is required by SILVERSTONE ENERGY
 - (1) so that SILVERSTONE ENERGY acquires and maintains one or more perfected security interests under the PPSA in respect of the Plant and its proceeds;
 - (2) to register a financing statement or financing change statement; and
 - (3) to ensure SILVERSTONE ENERGY's security position, and rights and obligations, are not adversely affected by the PPSA;
 - ii) not register a financing change statement in respect of a security interest contemplated or constituted by this Hire Contract without the prior written consent of SILVERSTONE ENERGY; and
 - iii) not register, or permit to be registered, a financing statement or financing change statement in relation to the Plant in favour of a third party without the prior written consent of SILVERSTONE ENERGY.
30. If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire Contract and section 115(1) of the PPS Act allows for the contracting out of the provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Hirer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143 and section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Hirer will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

31. Unless otherwise agreed and to the extent permitted by the PPSA, the Hirer and SILVERSTONE ENERGY agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Hirer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorize the disclosure of the above information.
32. For the purposes of section 20(2) of the PPS Act, the collateral is Plant including any Plant which is described in any Hire Quote provided by SILVERSTONE ENERGY to the Hirer from time to time. This Hire Contract is a security agreement for the purposes of the PPS Act.
33. SILVERSTONE ENERGY may apply amounts received in connection with this Hire Contract to satisfy obligations secured by a security interest contemplated or constituted by this Hire Contract in any way SILVERSTONE ENERGY determines in SILVERSTONE ENERGY's absolute discretion.
34. The Hirer agrees to notify SILVERSTONE ENERGY in writing of any change to the Hirer's details set out in the Credit Application, within 5 days from the date of such change.

CREDIT LIMIT

35. At the time of opening an account, SILVERSTONE ENERGY will set a limit on the total amount permitted to be outstanding at any time. SILVERSTONE ENERGY reserves the right to remove or disable any Plant in the event of the Credit Limit being exceeded.
36. It will be the duty of the Hirer to ensure the hire of Plant is operated within the Credit Limit.
37. SILVERSTONE ENERGY is not under a duty to the Hirer to limit the Hire to the Credit Limit and if (at SILVERSTONE ENERGY's absolute discretion) SILVERSTONE ENERGY should continue to provide Plant over and above the Credit Limit, the full amount due to SILVERSTONE ENERGY shall be payable by the Hirer notwithstanding that the Credit Limit may have been exceeded.

VARIATION AND CANCELLATION

38. Changes, errors or omissions in the specifications provided by the Hirer which results in extra cost to or work by SILVERSTONE ENERGY will be charged to the Hirer at SILVERSTONE ENERGY's standard rates for such work.
39. If through circumstances beyond the control of SILVERSTONE ENERGY, SILVERSTONE ENERGY is unable to provide Plant, then SILVERSTONE ENERGY may cancel any order (even if it has already been accepted) or Hire Contract by notice in writing.
40. No purported cancellation or suspension of a purchase order or any part of it by the Hirer is binding on SILVERSTONE ENERGY until after that variation of the purchase order has been accepted by SILVERSTONE ENERGY.
41. SILVERSTONE ENERGY reserves the right to alter any specifications of the Plant and to make changes to the Plant or its specifications provided that the end performance is not prejudiced.

PRICE AND PRICE VARIATION

42. Prices quoted are net ex-works prices at date of the Quote.
43. Prices quoted for the hire of Plant and supply of services by SILVERSTONE ENERGY exclude:
 - i) Sales tax, GST, and any other taxes, duties or imposts imposed on or in relation to the Plant or services.
 - ii) The cost of freight, insurance, and other charges arising from the point of dispatch of the Plant to the Site and return; and
 - iii) Any consumables, fuel or trade materials.
44. In addition to the amount payable, the Hirer must pay to SILVERSTONE ENERGY, any amount specified in the Quote required to be paid to SILVERSTONE ENERGY.
45. Where there is any change in the costs incurred by SILVERSTONE ENERGY in relation to the provision of the Plant, SILVERSTONE ENERGY may vary its price to take account of any such changes.
46. Where the Hire Contract is not for a specified period, then without prejudice to any rights accrued prior to the termination, on 5 days written notice, SILVERSTONE ENERGY may terminate the Hire Contract provided that;
 - i) the Plant has not been lost or damaged; and
 - ii) that the Hirer is not otherwise in breach of the Conditions, the Hirer may terminate the Hire Contract;
 - iii) In the event of termination of the Hire Contract all SILVERSTONE ENERGY's rights under the Conditions remain until fulfilled by the Hirer.
47. SILVERSTONE ENERGY may review/increase the previously agreed hire charge not more than every 6 months during the Hire Period; and
48. Hiring charges shall commence from the time the Plant is collected by the Hirer from SILVERSTONE ENERGY's premises and continue until the Plant is returned to SILVERSTONE ENERGY's premises. Any other arrangement for the application of hiring charges will need to be agreed in writing by SILVERSTONE ENERGY prior to the collection/despatch of the Plant from SILVERSTONE ENERGY's premises.
49. A cleaning charge will be applicable where the Plant is returned to SILVERSTONE ENERGY in a dirty or contaminated state as deemed by SILVERSTONE ENERGY. Where external resources are utilised in cleaning the Plant, the costs shall be charged to the Hirer on a cost +15% mark-up basis.
50. Additional costs related in the remediation of Plant exposure to a caustic or aggressive environment during the Hire Period shall be an additional cost due and payable to SILVERSTONE ENERGY by the Hirer.
51. An environmental levy of 2% shall apply where SILVERSTONE ENERGY incurs the disposal of hydrocarbons waste associated with the hire of the Plant.
52. An afterhours call-out fee of \$360 shall be applicable when any Plant is required to be collected from or returned to SILVERSTONE ENERGY's premises outside SILVERSTONE ENERGY business hours. Where the Plant consists of containers, the afterhours call-out fee shall be \$540.
53. Where the Hirer requires training on the use of the Plant, all costs associated in delivering the training shall be borne by the Hirer in accordance with SILVERSTONE ENERGY's current schedule of rates.
54. Where the Hirer has chosen to maintain the Plant and fails to provide the Daily Run Sheets, all costs associated with servicing the Plant, including but not limited to airfares, vehicle hire, accommodation, labour, inductions and any damage attributable to the lack of servicing will be a cost due and payable to SILVERSTONE ENERGY by the Hirer.

INVOICING AND PAYMENT

55. If credit is provided by SILVERSTONE ENERGY, payment for Plant hired must be made within 30 days from the date of SILVERSTONE ENERGY's invoice, unless agreed otherwise by SILVERSTONE ENERGY.
56. If credit is not provided by SILVERSTONE ENERGY, payment for the Plant hired must be made before the Plant is dispatched or collected.
57. The Hirer must promptly approve SILVERSTONE ENERGY's invoices for payment, or give details to SILVERSTONE ENERGY in writing for each item of the invoice that is not approved and the reason for withholding approval within 7 working days and immediately pay the balance.
58. Late payment of SILVERSTONE ENERGY invoices will incur a late payment interest charge of 1.5% calculated daily on the amount outstanding.

DELIVERY AND TRANSPORT

59. The Hirer must pay the cost and, if required by SILVERSTONE ENERGY, arrange transport of the Plant from the place specified by SILVERSTONE ENERGY to the Site and return to a place specified by SILVERSTONE ENERGY at the end of the Hire Period.

60. If the Plant requires transportation for repair or replacement the cost of transport is born by SILVERSTONE ENERGY unless the repair or replacement is due to damage or breakdown of the Plant caused by the Hirer.
61. The Hirer must recoil any cable on the drums supplied.

OPERATION OF PLANT

62. Loading and Unloading: The Hirer is responsible for loading and unloading the Plant on Site. Any SILVERSTONE ENERGY personnel supplied for loading and unloading will do so as agents of the Hirer.
63. Care of Plant. The Hirer is responsible for the following:
 - i) Safekeeping of the Plant during the Hire Period;
 - ii) Maintenance of the Plant in good working condition and to OEM or SILVERSTONE ENERGY requirements where the Hirer is responsible for servicing;
 - iii) Operating the Plant for any intervals specified by SILVERSTONE ENERGY and seeking SILVERSTONE ENERGY's consent before an interval is exceeded;
 - iv) Checking lubrication and cooling levels of the Plant daily and adding/changing the lubricating oil and coolant in strict accordance with SILVERSTONE ENERGY's instructions;
 - v) Using only fuel, oil, coolant, lubricants specified by SILVERSTONE ENERGY;
 - vi) Re-fuelling of the Plant as required;
 - vii) Cleaning and emptying of bunds during Plant operation and re-fuelling to prevent spills during operation or loading/unloading and return to SILVERSTONE ENERGY;
 - viii) Use of the Plant in strict conformity with SILVERSTONE ENERGY's specification and any other relevant laws or regulations;
 - ix) Ensuring that the Plant is not operated for any purpose beyond its rated capacity or in a manner likely to result in undue wear;
 - x) Inspecting the Plant and ensuring that it is not operated if it has become defective, damaged or is in a dangerous state;
 - xi) Ensuring that the Plant is not moved from the Site, unless in an emergency and SILVERSTONE ENERGY is advised immediately afterwards;
 - xii) Complying with all relevant laws, by-laws and regulations applicable to the installation, use and operation of the Plant;
 - xiii) Notifying SILVERSTONE ENERGY immediately the Plant breaks down or fails to operate properly;
 - xiv) Protecting the Plant against fire, theft, distress or seizure;
 - xv) Not in any way alter, modify, tamper with, damage or repair the Plant without SILVERSTONE ENERGY's prior written consent;
 - xvi) Not deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Plant; and
 - xvii) Ensuring that the Plant is retested and retagged according to the manufacturer's instructions and applicable Australian Standards and Regulatory Authority requirements at the Hirer's cost.
64. Solid Footing: If the Site is soft or unsuitable for the Plant to work on or travel over, the Hirer must at its cost supply suitable timbers or equivalent for the Plant to travel over or work on.
65. Access: The Hirer must allow SILVERSTONE ENERGY's servants, agents, and insurers' access to the Plant at all reasonable times to deliver, remove, inspect, test, adjust, maintain, service, repair, or replace it. The Hirer is responsible for providing safe and proper access and is liable for all loss or damage suffered by SILVERSTONE ENERGY or its servants, agents, or insurers because of the Hirer's failure or delay in doing so.
66. Maintenance/Service: Where SILVERSTONE ENERGY undertakes the servicing and maintenance of the Plant, the Hirer:
 - i) must inform SILVERSTONE ENERGY by use of DRS (Daily Run Sheets) of the imminent achievement of 250 run hours since previous Service or since start of hire, whichever is later.
 - ii) Must coordinate site access and site supervision with SILVERSTONE ENERGY service personnel and actual servicing activities timing. If the Hirer fails to notify SILVERSTONE ENERGY or if SILVERSTONE ENERGY is unable to access the Plant to service during normal business hours (06.00am to 6.00pm, Mon-Fri) within the agreed access period, SILVERSTONE ENERGY may in addition to other rights it has, charge the Hirer for:
 - (1) Compensation for added wear, tear and damage to the Plant
 - (2) Any overtime costs incurred by SILVERSTONE ENERGY; and
 - (3) The cost of subsequent servicing and repairs.
 - iii) not try and affect any repairs to the Plant unless specifically instructed by SILVERSTONE ENERGY to assist troubleshooting and return to operation.
 - iv) The Hirer is responsible for all costs associated with access to the site, inductions, escorts and Plant safe isolation whilst Servicing SILVERSTONE ENERGY's Plant.
67. Operations of the Plant: Only the Hirer or its employees or agents may operate the Plant and must do so under the supervision and instructions of the Hirer and be qualified to operate the Plant. The Hirer is responsible for the acts and omissions of all Plant operators. The Hirer must not permit any other person to operate the Plant.
68. Transfer and Rehiring: The Plant nor any part must not be lent, rehired, or sub-let to any person. If SILVERSTONE ENERGY consents in writing to a rehire or sub-lease of the Plant, the Hirer remains bound by all of the Conditions and must ensure that any sub-lessee also complies with all terms of the Conditions relating to the use or care of the Plant.
69. Inspection Reports: Any reports or copies which SILVERSTONE ENERGY is obliged by law to possess will be supplied to the Hirer on request and must be returned at the end of the Hire Period.
70. Daily and Weekly Reports: Daily Run Sheets which SILVERSTONE ENERGY require the Hirer to complete on a daily and weekly basis are to be faxed or emailed to SILVERSTONE ENERGY by the Hirer by the respective due dates. Where the Hirer has chosen to maintain the Plant, failure to provide Daily Run Sheets may incur an additional cost.

BREAKDOWN

71. Breakdown or defects in the Plant resulting from:
 - i) proper and ordinary use or fair wear and tear; or
 - ii) the development of an inherent fault or a fault not ascertainable prior to commencement of the Hire Period;may, at SILVERSTONE ENERGY's option, either be repaired or the Plant replaced at SILVERSTONE ENERGY's expense. A period of Stand Down shall apply from the date of notice of breakdown until the repair or replacement of the Plant is affected.
72. In the event of a breakdown, SILVERSTONE ENERGY shall use its best endeavours to repair Plant in the Perth metropolitan area. For non-metropolitan locations, unless agreed otherwise at time of the Quote, SILVERSTONE ENERGY shall use its best endeavours to attend Site and effect repairs.
73. If repair is impracticable and if replacement Plant is not available, SILVERSTONE ENERGY may terminate the Hire Contract and will not have any liability whatsoever to the Hirer for such termination or any consequences of breakdown.
74. No relief from hire charges nor any claims will be allowed by SILVERSTONE ENERGY for stoppages due to causes out of SILVERSTONE ENERGY's control including, without limitation, bad weather or Site conditions.
75. If a breakdown of the Plant occurs because of changed operating environment or application, incorrect set-up or operation by the Hirer including refuelling, servicing or the defeat of critical protections, all costs of Plant replacement, transport to and from place of repair and repair shall be borne by the Hirer.

LIMITATION AND EXCLUSION

76. Except as specifically set out in the Conditions, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Plant, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
77. Replacement or repair of the Plant is the absolute limit of SILVERSTONE ENERGY's liability howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the Plant or alternatively the use of or any other dealings with the Plant by the Hirer or any third party.
78. SILVERSTONE ENERGY is not liable for any indirect or consequential losses or expenses suffered by the Hirer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
79. SILVERSTONE ENERGY will not be liable for any loss or damage suffered by the Hirer where SILVERSTONE ENERGY has failed to meet any delivery date or cancels or suspends the supply of the Plant.
80. Nothing in the Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted, or modified.

INTELLECTUAL PROPERTY

81. No proprietary rights: The Hirer acknowledges that the Hirer has no proprietary right or interest in Intellectual Property in the Plant. The Hirer must not at any time create, sell, manufacture or process any goods using or taking advantage of Intellectual Property in the Plant.
82. Ownership: All Intellectual Property in the Plant remains the exclusive property of SILVERSTONE ENERGY and must be returned to SILVERSTONE ENERGY on demand and must not be copied or communicated to any third party without the express written consent of SILVERSTONE ENERGY.
83. Licence: Subject to these Conditions, SILVERSTONE ENERGY hereby grants to the Hirer a non-exclusive, revocable, non-transferable licence to use the Intellectual Property in the Plant ("IP Licence") for the purpose of using the Plant in accordance with these Conditions and for no other purpose. If the Plant is no longer on hire, or these Conditions are terminated, the IP Licence terminates immediately.
84. Indemnity: The Hirer indemnifies SILVERSTONE ENERGY, its directors, employees and agents against all loss, claims, actions, suits, damage or expense incurred, or arising, whether directly or indirectly, in respect of a breach of this clause 12 by the Hirer, or the Hirer's employees or agents.
85. Copyright: Where by virtue of the Copyright Act 1968 (or other legislation) copyright in Intellectual Property relating to the Plant would vest in the Hirer, the Hirer hereby assigns such copyright to SILVERSTONE ENERGY.
86. Definition: For the purposes of this clause 12, "Intellectual Property" means all intellectual and industrial property rights, including registered and unregistered trademarks, copyright, rights in relation to inventions (including patents), all knowhow, design, circuits and other eligible layouts, database rights, including any application or right to apply for registration of any of those rights.

INSURANCE

87. The Hirer is responsible at its own cost for insuring itself, its property, third parties and third-party property against all risks arising from the presence or operation of the Plant.
88. If the Hirer elects to hire the Plant at the Hirer's risk then the Hirer must, prior to commencement of the Hire:
 - i) insure the Plant, at its cost, with an insurer approved by SILVERSTONE ENERGY in writing for its full replacement value and for loading, unloading, transit and all commercially insurable perils including, without limitation, damage or theft;
 - ii) note the interest of SILVERSTONE ENERGY as owner of the Plant on the insurance policy; and
 - iii) provide evidence of its insurance policies to SILVERSTONE ENERGY, including receipts for the premium payable for such insurance and a copy of the insurance policy noting the interest of SILVERSTONE ENERGY as owner of the Plant.
89. If proof of insurance is not provided pursuant to 13.2 (b) or the Hirer does not have insurance, then:
90. the Hirer will be liable to pay to SILVERSTONE ENERGY on demand the full replacement value on any equipment lost, damaged or stolen; and
91. SILVERSTONE ENERGY may cancel or suspend any Hire Contract.
92. On request the Hirer must provide SILVERSTONE ENERGY with all assistance and information necessary to enable SILVERSTONE ENERGY to claim under the Hirer's insurance policies.
93. Any insurance monies recovered by the Hirer in respect of any risks specified in Clause 13.1 must be applied as reasonably directed by SILVERSTONE ENERGY.

DAMAGE WAIVER

94. If the Hirer pays the Damage Waiver, then SILVERSTONE ENERGY will, subject to clause 14.2, rectify at its cost the following damage to the Plant:
 - i) dents, scratches, paint chips or cracked glass;
 - ii) blistered or discoloured paint or graffiti; or
 - iii) other minor damage;to the extent that the cost of rectification is less than 10% of the total replacement value of the Plant or \$10,000 – whichever is less.
95. 1The Damage Waiver will not apply to damage caused by or due to:
 - i) misuse, abuse, defeat or absence of protections or overloading of the Plant;
 - ii) operation of Plant out of range or specification or in a corrosive or aggressive environment not suited to the Plant;
 - iii) lack of lubrication or failure to comply with SILVERSTONE ENERGY's servicing requirements;
 - iv) by overloading or artificial electrical current, use of under rated extension leads or electrically powered tools, machines or automatic voltage regulators; or
 - v) the Hirer breaching the conditions.
96. If the cost of rectifying damage to the Plant is greater than the amount covered by the Damage Waiver (if any), the Hirer must pay the difference and any other amount required to remedy the damage under the Conditions, within 14 days of demand by SILVERSTONE ENERGY.
97. SILVERSTONE ENERGY will inspect the Plant upon return and will provide the Hirer with details of any damage or loss within 14 days of inspection.

RESPONSIBILITY AND INDEMNITY

98. The Hirer is solely responsible for all risks relating to or arising from the selection, use and location of the Plant, including but not limited to:
 - i) Determining the condition and suitability of the Plant hired for the purpose required;
 - ii) Using the Plant in a skilful and proper manner and only for the purpose and within the capacity for which it was designed acknowledging that SILVERSTONE ENERGY can give no warranty as to the said capacity;
 - iii) Ensuring that the Plant is operated by suitability certified operators (whether supplied by the Hirer at its cost or employed and provided by SILVERSTONE ENERGY) who will work entirely in accordance with the direction of the Hirer or his authorized representative.

The Hirer must:

99. Indemnify SILVERSTONE ENERGY and keep it harmless from all costs, actions, claims, demands, loss or damage (including all legal costs) arising from or in connection with the Plant or as a result of its use or location;
100. Accept full responsibility for the safekeeping of the Plant, and except as specified hereafter, indemnify SILVERSTONE ENERGY for the loss, theft or damage to the Plant however caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence failure or omission of the Hirer;
101. Accept full responsibility for, and indemnify SILVERSTONE ENERGY against all claims in respect of any injury to persons, or damage to property, arising out of the use of the Plant during the Hire Period however arising, whether from negligence of the Hirer or SILVERSTONE ENERGY or otherwise and without limiting the foregoing whether or not the Plant was being operated by a servant of SILVERSTONE ENERGY or any other person who acts for SILVERSTONE ENERGY might be or is held to be responsible in connection with the operation of the Plant;
102. Not be entitled to lien over the Plant, not part with possession of the Plant or assign the Plant or assign the benefit of the Hire Contract, nor remove the Plant or allow it to be removed from the State, without the prior written consent of SILVERSTONE ENERGY.

DEFAULT

If the Hirer:

103. breaches any term of the Conditions;
104. allows the Plant to be damaged or lost or the Plant is damaged or lost while under the responsibility of the Hirer;
105. defaults in payment by the due date of any amount payable;
106. is an individual and dies or becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally;
107. is a corporation and it enters into any scheme of arrangement, any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, has a liquidator, provisional liquidator, administrator, receiver, or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Hirer; or
108. in the reasonable opinion of SILVERSTONE ENERGY, the Hirer is likely to breach its obligations under the Contract;
then SILVERSTONE ENERGY may, without prejudice to any other remedy available to it:
 - iv) require immediate payment of all money which would become payable by the Hirer to SILVERSTONE ENERGY at a later date on any account, without further notice;
 - v) charge the Hirer interest at 1.5% per month for the period from the due date until the date of payment in full;
 - vi) charge the Hirer for, and the Hirer must indemnify SILVERSTONE ENERGY from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Conditions or to recover the Plant;
 - vii) charge the Hirer for the cost of repairing (subject to clause 10) or replacing any lost, damaged or destroyed Plant;
 - viii) charge the Hirer for subsequent lost hire charges as a result of the Plant being lost, damaged or destroyed until the Plant is repaired or replaced;
 - ix) claim damages from the Hirer for breach of the Contract;
 - x) cease or suspend for such period as SILVERSTONE ENERGY thinks fit, supply of any further Plant to the Hirer; and/or
 - xi) by notice in writing to the Hirer, terminate any Hire Contract so far as unperformed by SILVERSTONE ENERGY, without effect on SILVERSTONE ENERGY's accrued rights under a Hire Contract.
109. On termination, the Hirer must on demand immediately return the Plant. If the Hirer does not, SILVERSTONE ENERGY is entitled to enter any premises of the Hirer where the Plant is suspected to be to repossess the Plant. SILVERSTONE ENERGY will not be liable for any damage caused, demands, costs, and expenses, howsoever arising.

PRIVACY and confidentiality

110. SILVERSTONE ENERGY is bound by the Privacy Amendment (Private Sector) Act 2000. All personal information obtained in connection with the Hirer will be appropriately collected, stored, used, disclosed, transferred, and destroyed in accordance with the National Privacy Principles ("NPP").
111. SILVERSTONE ENERGY requires that the Hirer comply with the NPP in connection with any personal information supplied to it by SILVERSTONE ENERGY in connection with this Agreement.
112. The parties undertake to keep all Confidential Information furnished, derived or created under the Conditions or any Hire Contract (whether in oral, written or electronic format) confidential and shall not during the term of the Hire Contract, and for a period of two years following the termination or expiry of the Hire Contract, disclose such confidential information or permit it to be disclosed to any third party. A party may only disclose the other party's confidential information with prior written approval from that party or as required by law, court order or the rules of any applicable securities exchange.
113. The parties agree not to use any Confidential Information for any purpose not expressly permitted under these Conditions or a Hire Contract.

VARIATION

SILVERSTONE ENERGY may from time to time amend these Terms & Conditions and shall as soon as possible forward a copy of the amended version to the Hirer. The Hirer shall then have 21 days from the date of being sent such variations to decline the same and to terminate any Hire Contract but in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply or otherwise.

FORCE MAJEURE

Neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

SEVERABILITY

If any part of this Hire Agreement becomes void or unenforceable for any reason than that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

ENTIRE AGREEMENT

The Conditions and any Hire Contract as defined in clause 1, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the hire of the Plant unless agreed in writing by the parties.

PREVIOUS EDITIONS

This edition of the Conditions replaces and supersedes all previous editions of the Conditions that SILVERSTONE ENERGY have issued.

MISCELLANEOUS

The law of Western Australia governs the Conditions and any Hire Contract, and the parties agree to the non-exclusive jurisdiction of the courts of Western Australia, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.