

Rental Obligations Sheet

Relating to dry-hire out of Equipment to Customer

ENERGY POWER SYSTEMS AUSTRALIA

During the hire of the Equipment, Renter acknowledges and agrees the following in respect of the Equipment and undertakes to perform the obligations of the Customer in its capacity as the hirer / renter as set out below:

1. Acknowledgments about risk in the Equipment:

Title in and to the Equipment remains with EPSA at all times during the Customer's rental of the Equipment. Risk in the Equipment passes to Renter either:

- upon collection of the Equipment by Renter; or
- delivery of the Equipment to Renter' nominated site).

Risk in the Equipment remains with Renter until the Equipment are collected by EPSA or returned to EPSA's nominated premises by Renter in accordance with the arrangements specified in the applicable Service Order.

Renter will be liable to EPSA for any and all loss or damage to the Equipment and all costs incurred in respect of the Equipment which occur during the time that Renter is responsible (i.e. bears the risk) for the Equipment. Such costs include the cost of repairing or replacing the Equipment at the full new replacement cost, salvage costs and rental charges which would have otherwise been payable by Renter while the Equipment is repaired or replaced. But, Renter's liability under this provision will be reduced proportionally to the extent such loss, damage or costs are directly caused or contributed to by EPSA's negligence or breach of this Agreement. For the avoidance of doubt this means that where it is determined by EPSA that the Equipment needs to be repaired or replaced for a reason not attributable to Renter, EPSA must provide a temporary replacement Equipment for the period that the Equipment is not operational at no cost to Renter i.e. no rental charges or salvage costs will be payable by Renter in connection with the Equipment that are being repaired or replaced and the temporary replacement Equipment.

The rental of the Equipment by EPSA is personal to Renter and Renter will not allow any other person or entity (other than members of Renter's Group as disclosed to EPSA) to use or have possession of the Equipment at any time during the rental period.

2. Obligations:

Renter will:

- comply with all statutory laws and regulations and all common laws with respect to use of the Equipment and will not permit the Equipment to be used for any illegal purpose or in any manner that would amount to a breach of any statute or any other law;
- operate the Equipment safely, only for its intended use and in accordance with the manufacturer's instructions;
- ensure persons operating the Equipment are suitably instructed in its safe and proper use and where necessary hold a current certificate of competency and/or are licensed to use the Equipment;
- ensure that the Equipment is not operated by any person under the influence of alcohol and/or drugs;

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- ensure that the Equipment is used only for the general purpose for which it was designed, in suitable terrain and in a manner which has regard to the capacity, capabilities and limitations of the Equipment;
- ensure that the Equipment is not used or permitted to be used or operated in violation of the terms of the Contract.
- ensure that all safety information supplied with the Equipment is attached to the Equipment and conveyed to any person using the Equipment;
- maintain any safety signs supplied by EPSA and ensure they are clearly legible and brought to the attention of any person using the Equipment;
- ensure that all safety and operating instructions and notices are observed and not defaced or removed from the Equipment;
- ensure that any and all persons using the Equipment wear suitable clothing and any protection required or recommended by EPSA or the safety and operating instructions;
- otherwise comply with its own site rules and conditions (Site-work Conditions) in respect of assessing site hazards and risks associated with the use of the Equipment at Renters's site.

The parties shall co-operate and co-ordinate with each other to ensure that any person provided by EPSA to demonstrate the operation of the Equipment is inducted into the relevant Site-work Conditions and is adequately supervised relevant to the demonstration tasks required to be performed by that person. Where a demonstrator operator is provided by EPSA, no other person shall operate the Equipment without EPSA's prior written consent.

Renter must:

- clean, fuel, lubricate and maintain the Equipment in good condition and in accordance with EPSA's instructions and the operator's manual;
- ensure that the Equipment is at all times stored safely and protected from theft, loss or damage;
- not remove the Equipment from the location for which it was hired without giving written notice to EPSA;
- not alter, deface or erase any identifying mark, plate or number on the Equipment;
- not in any way alter, affix or attach anything to, modify, tamper with, damage or repair the Equipment without EPSA's written consent; and
- safely secure all Equipment (or items loaded in or on the Equipment) loaded in or on any vehicle owned by Renter

3. Acknowledgment about EPSA's ongoing rights of access, inspection and right of return in Equipment:

Renter shall grant EPSA and its representative(s) access to the Site to inspect, maintain and/or repair the Equipment upon Renter's request to do so.

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Renter must ensure that the Equipment is returned to EPSA in the same condition as the date out (except for normal wear and tear) and returned with a full tank of fuel or Renter will pay EPSA the cost of filling that tank.

4. Acknowledgments about Suitability & Breakdown

- If the Equipment breaks down or becomes unsafe to operate, Renter shall immediately stop using the Equipment, ensure it does not sustain any further damage and prevent the Equipment from causing injury, loss or damage to any person or property.
- Renter must not repair or attempt to repair the Equipment without EPSA's prior written consent.
- Renter must immediately notify and provide full details to EPSA of any loss, theft, breakdown or damage to the Equipment. After receiving such notification, EPSA will use best endeavours to repair or replace the Equipment at EPSA's discretion and at Renter's' expense unless such loss, theft, breakdown or damage was directly caused or contributed to by EPSA. Any Equipment supplied as a replacement will be supplied for the unexpired balance of the rental period on the terms of the Rental Agreement.