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Rameh Construction PTY LTD T/A  
ABN 571 304 156 64

## Terms and Conditions of Hire

These terms and conditions apply in any contract of supply of goods or services made between Tiltup SA as a supplier and you as customer. Placing an order with us will constitute deemed acceptance by the Customer of these terms and conditions.

### Quotation/ Price:

1. All quotations provided by Tiltup SA are subject to acceptance by the Customer within 30 days of the date of the quotation unless otherwise specified in the quotation.
2. Unless otherwise stated, prices quoted are for delivery at our address. All freight and insurance costs shall be charged to your account.
3. Prices quoted; do not include costs of hiring fork trucks, cranes or any necessary mechanical handling equipment at point of delivery. If any such special equipment is required, all costs will be charged to your account.
4. All prices quoted are exclusive of GST.
5. All orders and instructions issued to Tiltup SA by the Customer by telephone are to be confirmed in writing to Tiltup SA within 3 days.
6. Hire charges will commence on the day of despatch or collections from Tiltup SA premises and terminate on the day of the Goods being returned to Tiltup SA premises, both days will be charged as full days.
7. All hire contracts are subject to a two week minimum hire period charge, unless agreed otherwise in writing.

### Terms of Payment:

1. Unless otherwise stated, payment of items offered on a supply only basis must be made in accordance with our normal monthly trading terms, i.e. 30 days of the last day of the calendar month in which delivery. In some cases we may require Cash on Delivery in respect to non-established accounts.
2. Should payment become overdue, Tiltup SA reserves the right to terminate any hire, sale or purchase agreement without notice and collect the Goods from any site or location.
3. During the period between termination and return to Tiltup SA the Goods shall be charged to the Customer at 125% of the pre-existing weekly hire rate.
4. Any legal action taken for enforcement of recovery of monies may be taken out under the jurisdiction of a court in any state of territory in Australia at the absolute discretion of Tiltup SA and the Customer hereby consents to any proceedings begin heard in any such court where is commenced by Tiltup SA.
5. The Customer shall pay **all** costs incurred by Tiltup SA in the enforcement of recovery of monies including but not limited to legal fees, agency commissions, all fees associated with the issue of a letter of demand, Tiltup SA internal costs; together with the original debt.

### Delivery/ Insurance:

1. Unless otherwise agreed to in writing:
  - a. The customer requests Tiltup SA to act as it's agent for the purposes of arranging for the transportation of the Goods from Tiltup SA's premises to the kerb alignment of Customers' premises or such other location as the Customer directs and for the insurance of the Goods while in transit such services being arranged on the Customer's behalf.
2. All goods shall be at the risk of the customer from the time they are placed in the vehicle from Tiltup SA's premises. The customer will be wholly responsible for the goods despatched until returned to Tiltup SA's premises.
3. Goods must be returned to Tiltup SA's premises which originally hired the Goods to the Customer, unless prior consent in writing is provided by Tiltup SA.
4. The Customer shall permit Tiltup SA to inspect the Goods at all reasonable times during the term of the hire period.
5. Delivery times quoted are estimates only. Tiltup SA shall in no way be liable for any loss or damage suffered as a result of any delay or failure to effect delivery of Goods.
6. Deliveries arranged by Tiltup SA at an agreed address, requires a representative from the Customer to acknowledge receipt of the Goods in writing.

### Use and Return of Goods:

1. All Goods are supplied on the condition that the Goods will be used in a responsible manner and correctly, load tables, specification or published product information brochures.
2. The Customer shall maintain the goods during the hire period.
3. At the end of a hire period:
  - a. Any Goods hired from Tiltup SA must be returned to Tiltup SA cleaned and in at least equal condition to when they were despatched.
  - b. All pins and clips must be removed and placed in the provided container.
  - c. The Customer will be responsible for the cost of any necessary repairs and cleaning.
  - d. The Customer will be responsible for replacing all lost, stolen or damaged goods at Tiltup SA's ruling list prices at the time, in addition to hire charges already rendered.
4. Return transport will be provided on the same terms as set out in section Delivery/ Insurance.
5. Upon pick up of Goods, Goods must be easily accessible at the site, stacked neatly on wooden or similar bearers (to allow for sling access), pins, clips/ locks are to be removed and packed separately ready for pick up by a Crane. At Tiltup SA's discretion and in the case that extra labour or equipment is required during the pick up, labour will be charged at \$75 per person per hour exclusive of GST as well as any extra equipment costs incurred.

### Trade References:

1. Tiltup SA reserve the right, as permissible by law to obtain trading information from references supplied, to disclose trading information to other suppliers you refer to us and to make such other enquiries as are necessary.

## Guarantee

To: Rameh Construction Pty Ltd trading as Tiltup SA:

Definitions:            You/ Your means Rameh Construction Pty Ltd  
                              I/ We means each of the Guarantors jointly and severally

1. I/ We guarantee the due payment by the Customer to Rameh Construction Pty Ltd ABN 57130415664 (Tiltup SA) of the whole of the purchase price of any goods now or in the future supplied to such Customer by Tiltup SA.
2. I/ We guarantee payment to you of all monies and performance of all obligation including any past, present and further obligation by the Customer (as named in the Credit Application and which forms part of this document) or any of us arising from any past, present or future dealing with you and any GST applicable.
3. I/ We agree to pay all duties, fees and expenses associated with the grant of this guarantee.
4. I/ We agree that Tiltup SA may at any time assign all or any of the benefits and advantages of this Guarantee to any of its Patent, Holding or Subsidiary companies as it shall see fit.
5. I/We charge in favour of all our estate and interest in any land and in any other assets, whether tangible or intangible in which we now have any legal or beneficial interest or in which we later acquire any such interest.
6. I/We agree that this agreement and any claim or dispute between the Company, the Customer or any us shall be governed by the law applicable in the State of South Australia and submit to the jurisdiction of the appropriate Court nearest the capital city of the state.
7. I/ We agree that this guarantee becomes binding and the Company is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor.
8. I/ We have read and understood this document and have been given opportunity to seek independent legal advice.