

STANDARD TERMS & CONDITIONS

1. Definitions

- 1.1 "ACL" shall mean the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 1.2 "Apportionment Legislation" means, where the Supply occurs in:
- (a) Victoria, Part IVAA of the *Wrongs Act 1958* (Vic);
 - (b) the Australian Capital Territory, the *Civil Law (Wrongs) Act 2002* (ACT) and the *Building Act 2004* (ACT);
 - (c) New South Wales, Part 4 of the *Civil Liability Act 2002* (NSW);
 - (d) Queensland, the *Civil Liability Act 2003* (Qld);
 - (e) the Northern Territory, the *Proportionate Liability Act 2005* (NT) and the *Law Reform (Miscellaneous Provisions) Act 1956* (NT);
 - (f) Western Australia, Part 1F of the *Civil Liability Act 2002* (WA);
 - (g) South Australia, *Law Reform (Contributory Negligence and Apportionment of Liability Act 2001* (SA);
 - (h) Tasmania, the *Civil Liability Act 2002* (Tas);
 - (i) New Zealand, the *Contributory Negligence Act 1947*.
- 1.3 "Caledonia" shall mean the nominated member of the Caledonia Group, being either Caledonia SA Pty Ltd ACN 089 689 029, Caledonia WA Pty Ltd ACN 137 484 578, Caledonia NSW Pty Ltd ACN 626 681 598, Caledonia Industrial Pty Ltd ACN 639 836 196, Caledonia NZ Ltd ACN 618 2870 or Caledonia Group Pty Ltd ACN 166 066 404, its successors and assigns or any person acting on behalf of and with the authority of the nominated entity.
- 1.4 "Client" shall mean the purchaser or hirer of the Equipment, Materials and/or Services (as the case may be) or any person acting on behalf of and with the authority of the Client as described on any quotation, work authorisation or other form as provided by Caledonia to the Client.
- 1.5 "Equipment" shall mean scaffolding supplied by Caledonia to the Client (and where the context so permits shall include any Supply of Services as hereinafter defined) as described on any invoices, quotation, authority to hire, work authorisation or any other forms as provided by Caledonia to the Client.
- 1.6 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.7 "Material" shall mean all materials, including but not limited to cladding and insulation which includes all sundry items required for the installation and proper performance of the materials (including, but not limited to, cover banding, screws, mastics, adhesive tapes, or similar), supplied by Caledonia to the Client (and where the context so permits, shall include any Supply of Services as hereinafter defined) as described on any invoices, quotation, authority to hire, work authorisation or any other forms as provided by Caledonia to the Client.
- 1.8 "PPSA" shall mean the *Personal Property Securities Act 2009* (Cth) and includes all amendment, replacement and successor provisions or legislation.
- 1.9 "Price" shall mean the price payable for the Services, Equipment and Materials as agreed between Caledonia and the Client subject to these terms and conditions.
- 1.10 "Security Interest" shall mean:
- (a) any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power, or title retention arrangement;
 - (b) a security interest as defined in the PPSA; or
 - (c) any document to grant or create anything referred to in either Clause 1.1 and 1.2 and any other thing which gives priority to any other creditor with respect to the Equipment and Materials.
- 1.11 "Services" shall mean all Services supplied by Caledonia to the Client (including, but not limited to, the provision and erection of scaffolding and planking, provision and installation of cladding and insulation, and provision of design and engineering for scaffolding) and includes any advice or recommendations. For the avoidance of doubt, "Services" does not include the provision of design and engineering for cladding and insulation.
- 1.12 "SOPA" shall mean, where the Supply occurs in:
- (a) Victoria, the *Building and Construction Industry Security of Payment Act 2002* (Vic);
 - (b) the Australian Capital Territory, the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
 - (c) New South Wales, the *Building and Construction Industry Security of Payment Act 1999* (NSW);
 - (d) Queensland, *Building and Construction Industry Payments Act 2004* (Qld);
 - (e) the Northern Territory, the *Construction Contracts (Security of Payments) Act 2004* (NT);
 - (f) Western Australia, the *Construction Contracts Act 2004* (WA);
 - (g) South Australia, the *Building and Construction Industry Security of Payment Act 2009* (SA);
 - (h) Tasmania, the *Building and Construction Industry Security of Payment Act 2009* (Tas);
 - (i) New Zealand, the *Construction Contracts Act 2002*.
- 1.13 "Supply" shall mean the selling of any Equipment, or supply and/or installation of Materials, or hiring of any Equipment, or provision of any Services, by Caledonia to the Client.

- 1.14 "WHS Law" shall mean where the Supply occurs in:
- (a) Victoria, the Occupational Health & Safety Act 2004 (Vic), the Occupational Health and Safety Regulations 2017 (Vic);
 - (b) the Australian Capital Territory, the Work Health and Safety Act 2011 (ACT), the Work Health and Safety Regulation 2011 (ACT)
 - (c) New South Wales, means the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2011 (NSW);
 - (d) Queensland, the Work Health & Safety Act 2011 (Qld), the Work Health & Safety Regulation 2011 (Qld)
 - (e) the Northern Territory, the Work Health and Safety (National Uniform Legislation) Act and Work Health and Safety (National Uniform Legislation);
 - (f) Western Australia, the Occupational Safety and Health Act 1984 (WA), the Occupational Safety and Health Regulations 1996 (WA);
 - (g) South Australia, the Work Health and Safety Act 2012 (SA), the Work Health and Safety Regulations 2012;
 - (h) Tasmania, the Workplace Health and Safety Act 1995 (Tas), Workplace Health and Safety Regulations 1998 (Tas);
 - (i) (i) New Zealand, Health and Safety at Work Act 2015;
- and all other applicable occupational health and safety legislation, regulations, rules, Codes of Practice and Australian Standards.

2. Acceptance

- 2.1 Any instructions received by Caledonia from the Client to proceed with the Supply of Equipment, Materials or Services, and/or the Client's acceptance of Equipment or Materials supplied by Caledonia, and/or delivery of Equipment or Materials in accordance with clause 4 below shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all liabilities of the Clients under these terms and conditions, including payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client (including by under clause 2.1) the terms and conditions are binding on both parties and can only be amended by Caledonia with the written consent of the Client (not to be unreasonably withheld or delayed).

3. Price And Payment

- 3.1 At Caledonia's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by Caledonia to the Client in respect of Equipment, Materials or Services supplied; or
 - (b) Caledonia' current Price, at the date of delivery of the Equipment, Materials or Services, according to Caledonia current Price list; or
 - (c) Caledonia's quoted Price (subject to clause 3.2 and 3.3) which shall be binding upon the parties provided that the Client accepts Caledonia's quotation in writing within 30 days, as notified by Caledonia to the Client on invoices, quotation, work authorisation or any other forms.
- 3.2 Caledonia reserves the right to change the Price in the event of a variation to Caledonia's quotation as required by the Client or Caledonia. If the change to the Price is not notified by Caledonia prior to commencement of the Supply of Service, the change to the Price shall be the actual cost to Caledonia for the variation to the Services (including but not limited to materials, labour together with an additional percentage of 15% of that actual cost).
- 3.3 Where the cost of the Supply of Materials required for the Services increases from the date of Caledonia's quotation, the Client will pay to Caledonia an amount equivalent to that cost increase as a variation.
- 3.4 At Caledonia's sole discretion a non-refundable deposit may be required (subject to clause 17.1).
- 3.5 The Client must provide the form of security (including but not limited to a director's guarantee) specified by Caledonia (if any) as a condition precedent to the operation of the terms and conditions. Caledonia may waive this requirement at their absolute discretion.
- 3.6 At Caledonia's sole discretion:
- (a) payment shall be due on delivery of the Equipment or Materials; or
 - (b) payment shall be due before delivery of the Equipment or Materials; or
 - (c) payment for approved Clients shall be made by instalments in accordance with Caledonia's payment schedule, as notified by Caledonia to the Client invoices, quotation, work authorisation or any other forms.
- 3.7 Time for payment for the Equipment, Materials or Services shall be of the essence and will be stated on the invoices, quotation, work authorisation or any other forms.
- 3.8 Subject to clause 3.9, if no time is stated then payment shall be due 30 days following the date of the invoice.
- 3.9 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Caledonia.
- 3.10 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery Of Equipment and Materials

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- 4.1 At Caledonia's sole discretion, delivery of the Equipment and Materials shall take place when:
- (a) the Client takes possession of the Equipment and Materials at Caledonia's address; or
 - (b) the Client takes possession of the Equipment and Materials at the Client's nominated address (in the event that the Equipment and Materials are delivered by Caledonia or Caledonia's nominated carrier),
 - (c) the Client's nominated carrier takes possession of the Equipment and Materials in which event the carrier shall be deemed to be the Client's agent
- as notified by Caledonia to the Client invoices, quotation, work authorisation or any other forms.
- 4.2 At Caledonia's sole discretion the costs of delivery are:
- (a) included in the Price; or
 - (b) in addition to the Price; or
 - (c) for the Client's account,
- as notified by Caledonia to the Client in writing and/or as stated in the invoices, quotation, work authorisation or any other forms.
- 4.3 The Client shall make all arrangements necessary to take delivery of the Equipment and Materials whenever they are tendered for delivery.
- 4.4 In the event that the Client is unable to take delivery of the Equipment and Materials as arranged, then Caledonia shall be entitled to charge a reasonable fee for redelivery.
- 4.5 The failure of Caledonia to deliver the Equipment and Materials shall not entitle either party to treat these terms and conditions as repudiated.
- 4.6 To the maximum extent permitted by law, Caledonia shall not be liable for any loss or damage (including any consequential or indirect loss) due to or arising from the failure by Caledonia to deliver the Equipment and Materials (or any of them) promptly or at all, and the Client releases Caledonia from any liability relating to or arising from such a failure, except to the extent that the liability was caused by Caledonia's negligence or breach of these terms and conditions.
- 5. Risk**
- 5.1 Regardless if Caledonia retains ownership of the Equipment and Materials in accordance with clause 6 under these terms and conditions, all risk for the Equipment and Materials passes to the Client on delivery.
- 5.2 If any of the Equipment and Materials are damaged or destroyed following delivery, Caledonia is entitled to receive all insurance proceeds payable for the Equipment and Materials. The production of these terms and conditions by Caledonia is sufficient evidence of Caledonia's rights to receive the insurance proceeds without the need for any person dealing with Caledonia to make further enquiries.
- 5.3 The Client accepts full responsibility for the safekeeping of the Equipment and Materials and indemnifies Caledonia for all loss, theft or damage to the Equipment and Materials howsoever caused.
- 5.4 To the maximum extent permitted by law, the Client accepts full responsibility for and shall keep Caledonia indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use or possession of the Equipment and Materials however arising, except to the extent that the liability was caused by Caledonia's negligence.
- 6. Title**
- 6.1 In respect of Equipment and Material that is purchased by the Client from Caledonia, notwithstanding the delivery of the Equipment and Materials or their installation, Caledonia and the Client agree that ownership of the Equipment and Material shall not pass until:
- (a) the Client has paid Caledonia all amounts owing for the particular Equipment, Materials and Services; and
 - (b) the Client has met all other obligations due by the Client to Caledonia in respect of all contracts between Caledonia and the Client.
- 6.2 Receipt by Caledonia of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Caledonia's ownership or rights in respect of the Equipment and Materials shall continue.
- 6.3 It is further agreed that the Equipment and Materials shall be kept separate and identifiable until Caledonia shall have received payment and all other obligations of the Client are met.
- 6.4 Caledonia can issue proceedings to recover any losses suffered by Caledonia notwithstanding that ownership of the Equipment and Materials may not have passed to the Client.
- 7. Personal Property Securities Act 2009 (Cth) (PPSA)**
- 7.1 The PPSA applies to these terms and conditions.
- 7.2 The Client must:
- (a) do anything (including making amendments to these terms and conditions or executing a new security document) for the purpose of:
 - (a) ensuring that a Security Interest created or arising under, or provided for by, these terms and conditions:

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- (a) attaches to the collateral that is intended to be covered by that Security Interest;
 - (b) is enforceable, perfected, maintained and otherwise effective; and
 - (c) has the priority contemplated by these terms and conditions;
- (b) enabling Caledonia to prepare and register a financing statement or financing change statement if Caledonia in its absolute discretion deems necessary;
- (c) enabling Caledonia to exercise any of its powers in connection with any Security Interest created under or provided by these terms and conditions; and
- (b) provide any information requested by Caledonia in connection with these terms and conditions to enable it to exercise any of its powers or perform its obligations under the PPSA; and
- (c) whilst Caledonia has a Security Interest in the Equipment, keep the Equipment and Materials in its own possession and control and must not assign, transfer nor be entitled to create a lien or any other security interest over the Equipment and Materials;
- 7.3 The Client agrees that a Security Interest arises under these terms and conditions in all present and future Equipment and Materials supplied by Caledonia to it and all present and after-acquired proceeds of or derived from the Equipment and Materials, in the form of a purchase money security interest and that the Client must not deal with the Equipment and Materials or the proceeds in any way which may be adverse to Caledonia.
- 7.4 The Security Interest arising under this Clause 7 attaches to the Equipment and Materials when the Equipment is collected by the Client or delivered to the Client at the Client's premises and not at any later time.
- 7.5 Whilst Caledonia has a Security Interest in the Equipment and Materials, the Client must not change its name (including but not limited to any entity name or trading name), address, place of incorporation or any other details required to be contained in a financing statement under the PPSA without Caledonia's prior written consent.
- 7.6 Except if section 275(7) of the PPSA applies, the parties agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available and the Client agrees not to provide any authorisation for the disclosure of such information.
- 7.7 The Client agrees that:
- (a) Caledonia is under no obligation to dispose of or retain any personal property it seizes within a reasonable time under section 125 of the PPSA;
 - (b) it shall not complain of any damage, cost or inconvenience caused by Caledonia in taking apparent possession of any personal property under section 126 of the PPSA;
 - (c) following a default, it has no rights to redeem the personal property under section 142 of the PPSA; and
 - (d) it has no rights to reinstate these terms and conditions following a default under section 143 of the PPSA.
- 7.8 The Client waives its rights to receive:
- (a) a notice of Caledonia's proposal to remove personal property which has become an accession under section 95 of the PPSA;
 - (b) a notice of Caledonia's proposal to exercise its rights in accordance with land law under section 118(1)(b) of the PPSA;
 - (c) a notice of Caledonia's action (such action arising under section 120(2) of the PPSA) in relation to an interest in collateral under section 121(4) of the PPSA;
 - (d) a notice of Caledonia's seizure of certain personal property under section 123(2) of the PPSA;
 - (e) a notice of Caledonia's proposal to dispose of any personal property under section 130 of the PPSA;
 - (f) details of the amounts paid to other secured parties in a statement of account provided by Caledonia under section 132(3)(d) of the PPSA;
 - (g) a statement of account under section 132(4) of the PPSA;
 - (h) a notice of Caledonia's proposal to retain personal property under section 135 of the PPSA; and
 - (i) A copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any Security Interest under, or provided for by these terms and conditions.
- 7.9 The Client waive any rights it may have to:
- (a) object to Caledonia's proposal to purchase personal property under section 129(2)(b) of the PPSA; and
 - (b) object to Caledonia's proposal to retain personal property under section 134(2)(b) of the PPSA.
- 7.10 Anything that is required by Caledonia to be done under this Clause 7 must be done by the Client at the Client's own expense or, at Caledonia's option, by Caledonia at the Client's expense. The Client agrees to reimburse Caledonia's costs in connection with any action taken by Caledonia under or in connection with this Clause 7.
- 7.11 The terms ***attaches, collateral, financing change statement, financing statement, perfected, purchase money security interest*** and ***personal property*** as used in this Clause 7 have the meaning given to them in the PPSA.

8. Client's Disclaimer

- 8.1 To the maximum extent permitted by law, the Client disclaims any right to rescind, or cancel the terms and conditions or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by Caledonia, except to the extent that the misrepresentation made to the Client by Caledonia was negligent or fraudulent, and the Client acknowledges that the Equipment, Materials and Services are bought relying solely upon the Client's skill and judgment.

9. Returns of Equipment

- 9.1 Returns of Equipment that has been purchased by the Client will only be accepted by Caledonia provided that:
- (a) Caledonia has agreed in writing to accept the return of the Equipment; and
 - (b) the Equipment are returned at the Client's cost within 7 days of the delivery date; and
 - (c) Caledonia will not be liable for Equipment which has not been stored or used in a proper manner;
 - (d) The Equipment has been cleaned to an acceptable standard by the Client, and any and all debris has been removed from the Equipment; and
 - (e) the Equipment are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.2 Returns of defective Equipment that have been hired by the Client will be subject to the Client inspecting the Equipment on delivery and within 24 hours of delivery notifying Caledonia of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote, and the Client affording Caledonia an opportunity to inspect the Equipment within a reasonable time following delivery if the Client believes the Equipment is defective in any way.
- 9.3 If the Client fails to comply with these provisions the Equipment shall be presumed to be free from any defect or damage.
- 9.4 To the maximum extent permitted by law, for defective Equipment, which Caledonia has agreed in writing that the Client is entitled to reject, Caledonia's liability is limited to, at Caledonia's option, either repairing or replacing the Equipment.
- 9.5 This clause does not affect any rights the Client may have under the ACL or other law if, and to the extent that, those rights may not be lawfully excluded or modified under these terms and conditions

10. Warranty and Competition and Consumer Act 2010 (Cth)

- 10.1 These terms and conditions shall be read subject to the *Competition and Consumer Act 2010 (Cth)* and to any implied terms, conditions or warranties imposed by that Act or any other Commonwealth, Territory or State legislation insofar as such legislation may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term, condition or warranty, and our liability shall be limited to the maximum extent permitted by law.
- 10.2 Any warranty provided to the Client by Caledonia in respect of Materials is expressly limited to and will only apply to the extent of the application of a written warranty provided by the supplier or manufacturer of the Materials (as applicable) to Caledonia. Caledonia disclaims any warranty outside of this scope and the Client provides a corresponding indemnity in respect to any claim, costs or similar made against Caledonia related to a disclaimed warranty.
- 10.3 A warranty provided by Caledonia in respect of Materials is only effective where the Materials are installed and maintained in accordance with the manufacturer's and/or supplier's (as applicable) instructions and recommendations. A warranty provided by Caledonia shall be null and void should the Materials be installed, stored, modified, altered, damaged, misused, abused, neglected or put to any undue stress other than in the way the Materials were designed to perform (as set out in writing by the manufacturer or supplier) whether this is done by the Client in its sole discretion or by Caledonia upon the Client's instruction.
- 10.4 The Client agrees that it has inspected and tested any Equipment and Materials supplied by Caledonia:
- (a) where the Supply is for the purchase of Equipment or Materials, prior to purchase, and that at time of purchase it was of the view that the Equipment and Material was of acceptable quality;
 - (b) where the Supply is for the hire of Equipment, within 24 hours of the delivery of the Equipment as per clause 4.1 above, and that at the time of delivery, it was of the view that the Equipment was of acceptable quality.
- 10.5 The Client shall within 24 hours of delivery of the Equipment and/or Materials notify Caledonia in writing of any alleged shortage in quantity, fault, damage or failure to comply with the description of the Supply. The Client shall afford Caledonia an opportunity to inspect the Equipment and/or Materials within a reasonable time following delivery if the Client believes the Equipment and/or Materials are defective in any way. If the Client shall fail to comply with these provisions, the Equipment and/or Materials shall be taken for all purposes to be in accordance with the terms and conditions, be of acceptable quality and free from any defect.
- 10.6 All information, specifications and samples provided by Caledonia in relation to the Materials and/or Services are approximations only. Small deviations or slight variations from them which do not substantially affect the Client's use of the Materials and/or Services will not entitle the Client to reject the Materials upon delivery, or to make any claim in respect of them.
- 10.7 The Client acknowledges and accepts that facilities for the repair of Equipment will not be available unless otherwise notified by Caledonia, and that it was aware of this fact at the time of purchase of the Equipment.
- 10.8 In respect of all claims, Caledonia shall not be liable to compensate the Client for any delay in either resupplying, replacing or repairing the Materials and/or Services or in properly assessing the Client's claim.

11. Exclusion of implied warranties

- 11.1 The only conditions and warranties binding on Caledonia in respect of the state, quality or condition of the Equipment and Materials supplied by Caledonia to the Client are those imposed and required by law to be binding on Caledonia (including the *Competition and Consumer Act 2010 (Cth)* and applicable State fair trading laws). All other conditions and warranties

whether express or implied by law, in respect of the Equipment and Materials which may, apart from this clause, be binding on Caledonia, are hereby expressly excluded and negated.

12. Installation Defects

- 12.1 Subject to clause 10.5, Caledonia may rectify, repair or make good any defects at any time prior to the expiration of 12 months from the date of the completion of the performance of the Services or installation of Materials (as applicable), (“Defects Liability Period”). This Defects Liability Period only applies to the provision of Services relating to cladding and insulation and the installation of Materials, and does not apply to the installation of scaffolding or any scaffolding services that form part of the Services.
- 12.2 To avoid any doubt, any defect that is rectified by Caledonia during the Defects Liability Period is not subject to an additional re-warranty period upon the date of rectification.
- 12.3 Subject to clause 10.5, if the Client believes the installation of Equipment or Materials by Caledonia is defective, they must notify Caledonia in writing and request Caledonia to rectify such defects pursuant to the following procedure:
- (a) The Client must provide written notice to Caledonia within three (3) days of becoming aware of the alleged defect;
 - (b) The Client must permit Caledonia reasonable access to the premises and reasonable time to investigate the alleged defects;
 - (c) If Caledonia determines (such determination being at their absolute discretion and binding on the parties) that the installation of Equipment or Materials is defective, they will repair the defects within 30 (thirty) days of completing their investigation or within such other period as agreed between the parties. The Client will give Caledonia reasonable access during working hours to undertake any work required.
- 12.4 If the Client does not comply with the above procedure, such conduct will constitute an absolute waiver of any right or claim to rectification, compensation, restitution or other remedy at law or equity (including but not limited to under these terms and conditions or statute), to the extent permitted by law and the Client provides Caledonia with a corresponding indemnity in respect to any claim, costs or similar made against Caledonia related to such a waived right or claim.

13. Limitation of liability

- 13.1 The Client agrees to assume all risks, release, hold harmless and indemnify Caledonia from and against all liabilities, claims, damages, losses, costs and expenses of whatsoever nature and howsoever occurring, arising out of or in any way connected with:
- (a) the Supply of the Equipment and Materials, or the performance of Services by Caledonia;
 - (b) the sale, hire, possession, maintenance, storage or use of the Equipment and Materials, whether singly or in combination with any other thing or process;
 - (c) any breach of any warranty or condition of an agreement be it express, implied or otherwise;
 - (d) a breach of these terms and conditions, or of statutory duty or by reason of tort (including but not limited by negligence).
- 13.2 To the extent permitted by law, all statements, warranties, representations, provisions, conditions, promises, undertakings, covenants and other provisions, express or implied (and whether implied by law or otherwise) and not reproduced within these terms and conditions are hereby excluded in their entirety from the agreement between the parties and are of no effect whatsoever.
- 13.3 The Client warrants to Caledonia and agrees that:
- (a) it is responsible for the accuracy and completeness of the information, documents and data it provides to Caledonia for use under these terms and conditions;
 - (b) if the Client or its agent supplies the design, plans or specifications for the Supply of Equipment, Materials and/or Services, it is responsible for those designs, plans and specifications, and, to the extent permitted by law, Caledonia takes no responsibility whatsoever and shall not be liable for any loss or damage resulting from any defects in the design plans and specifications or the compliance or otherwise with Australian Standards where applicable;
 - (c) it enters into these terms and conditions based on its own investigations, interpretations, deductions, information and determinations;
 - (d) it has not relied on any representation, statement, document or information provided to it by or on behalf of Caledonia other than as expressly set out herein and has notified Caledonia in writing of any specific requirements that it has in relation to the Supply of Equipment, Materials and/or Services;
 - (e) it had sufficient opportunity prior to the entry into these terms and conditions to itself undertake enquiries, investigations and reviews in relation to the statements, documents and information provided by Caledonia, including but not limited to design and engineering documents and information (where applicable); and
 - (f) the design and engineering disclosed in the documents and information provided by Caledonia (if any) are suitable, appropriate and adequate to permit Caledonia to provide the Supply of Equipment and Services so that when delivered or installed, the Equipment and Services will be fit for their intended purpose. This warranty remains unaffected notwithstanding that design and engineering has been carried out by Caledonia.
- 13.4 To the fullest extent permitted by law, the Client acknowledges that:

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- (a) it relies on its own skill and judgement in relation to the Equipment, Materials and/or Services supplied to it by Caledonia;
 - (b) Caledonia shall be under no liability as to fitness and suitability for purpose of the Equipment, Materials and/or Services unless that purpose has been specifically notified to Caledonia in writing prior to the acceptance of these terms and conditions; and
 - (c) the Client shall otherwise be responsible for testing and determining the suitability of the Equipment, Materials and Services for the purpose for which they are intended to be used.
- 13.5 To the fullest extent permitted by law, Caledonia's liability (if any) arising from a breach of any applicable conditions or warranties shall, at Caledonia's option, be limited to, and completely discharged by either the resupply by Caledonia of equivalent Equipment, Materials and/or Services, or the repair or replacement by Caledonia of the Equipment, Materials and/or Services supplied to the Client.
- 13.6 Notwithstanding any other provision, if any liability on the part of Caledonia arises to or in favour of the Client (whether in contract, tort or otherwise) for any loss, damage, harm or injury arising out of or in any way connected with the Supply of or failure in the provision of or the purported Supply of the Equipment, Materials and/or Services by Caledonia, Caledonia's liability for all such loss, damage, harm and injury in all and any circumstances shall be limited in aggregate to the payment by Caledonia of the sum not exceeding five (5) percent of the monies payable to Caledonia by the Client for the subject Supply of Equipment, Materials and/or Services.
- 13.7 Except to the extent already set out in this clause, Caledonia will have no liability to any person for any loss or damage (including any consequential or indirect loss, including without limitation to loss of profit or revenue, loss in connection with any late delivery, loss of opportunity arising out of, in relation to, or in connection with, these terms and conditions, or breach of third party contracts or arrangements) suffered or incurred by any person in relation to any Equipment, Materials or Services supplied by Caledonia. Without limiting the generality of this limitation, Caledonia will have no liability for any loss or damage resulting from any failure, defect or deficiency of any kind in the Equipment, Materials and Services.
- 13.8 Caledonia shall not be liable for any loss of profit or special, indirect or consequential damages of any kind or any damages not ordinarily arising from a breach of the terms and conditions.
- 13.9 Any valid claim by the Client against Caledonia must be presented in writing to Caledonia within a reasonable time, and in no event longer than 30 days after the after the relevant breach.
- 13.10 No action may be maintained by the client against Caledonia unless a timely written claim has been given under this clause, and unless such action is commenced in court within 12 months after the after the relevant breach.
- 13.11 To the extent permitted by law, the operation of any Apportionment Legislation is excluded in relation to all rights, obligations and liabilities arising under or in connection with these terms and conditions or a Supply by Caledonia, however arising.
- 13.12 This clause remains in force after the termination of these terms and conditions.

14. Insurance

- 14.1 The Client acknowledges to Caledonia that it is the Client's obligation to, at its own cost, obtain and maintain insurance to cover all liabilities which may arise or be incurred as a result of the Equipment, Materials and/or the Services.
- 14.2 The Client acknowledges to Caledonia that it is the Client's obligation to, at its own cost, obtain and maintain:
- (a) insurance to cover all liabilities which may arise or be incurred as a result of the Equipment, Materials and Services, including against physical loss or damage to the Equipment and Materials or any other item or person including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks; and
 - (b) adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment, Materials and Services.
- 14.3 The Client acknowledges to Caledonia that it will not use the Equipment and Materials nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 14.4 The Client must take out and maintain all applicable workers compensation insurance.

15. Default & Consequences of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until and including the date of payment, at a rate of Caledonia's current overdraft rate + 2% per annum and such interest shall compound monthly at such a rate after as well as before any judgment.
- 15.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify Caledonia from and against all reasonable costs and disbursements incurred by Caledonia in pursuing the debt.
- 15.3 Without prejudice to any other remedies Caledonia may have, if at any time the Client is in breach of any obligation under these terms and conditions (including those relating to payment), Caledonia may suspend or terminate the Supply of Equipment, Materials or Services to the Client and any of its other obligations under the terms and conditions.
- 15.4 Notwithstanding any other provision of these terms and conditions, Caledonia may at any time immediately suspend or terminate a Supply of Equipment, Materials or Services by giving notice to the Client. Termination or suspension of a Supply is effective from the time the notice is given to the Client unless such other time is specified in the notice.

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- 15.5 Caledonia will not be liable to the Client for any loss or damage the Client suffers because Caledonia has exercised its rights under this clause.
- 15.6 If any account remains overdue after 30 days, then an amount of \$250.00 shall be levied for administration fees which sum shall become immediately due and payable.
- 15.7 Without prejudice to Caledonia's other remedies at law Caledonia shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Caledonia shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Caledonia becomes overdue, or in Caledonia's reasonable opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; or
 - (d) any other material breach of these terms and conditions by the Client.
- 16. Extension of Time and Delay Costs**
- 16.1 Caledonia shall be entitled to claim and be allowed a reasonable extension of time in respect of any delay to the Supply of Equipment, Materials and/or Services which is not caused solely by an act or default of Caledonia
- 16.2 Should the Supply of Equipment, Materials and/or Services be delayed by the Client or by any other reason not being caused by an employee or agent of Caledonia, the Client shall reimburse or make good any costs, loss or damage sustained by Caledonia because of such delay.
- 17. Cancellation**
- 17.1 Caledonia may cancel any contract to which these terms and conditions apply or cancel delivery of Equipment and Materials at any time on reasonable notice before the Equipment and Materials are expected to be delivered by giving written notice to the Client. On giving such notice, Caledonia shall repay to the Client any sums paid in respect of the Price and will refund any deposit paid.
- 17.2 Caledonia shall not be liable for any loss or damage whatever arising from such cancellation.
- 17.3 In the event that the Client cancels delivery of Equipment and Materials, the Client shall be liable for any reasonable loss incurred by Caledonia up to the time of cancellation.
- 18. Access and Facilities**
- 18.1 The Client shall, on or before commencement of the Supply of Equipment, Materials and/or Services, on request of Caledonia, give Caledonia full, unrestricted and safe access to the Client's premises and site to enable it to commence and proceed with the Supply, including authorising Caledonia to refuse people entry or to remove unauthorised persons from the premises.
- 18.2 Unless otherwise stipulated, the Client shall provide all facilities required by Caledonia for the Supply of Equipment, Materials and/or Services, including but without limitation accommodation for storing and protecting Materials and Equipment, unrestricted and cost-free use of water, electricity and sanitary facilities and such other facilities as may be reasonably required by Caledonia.
- 19. Site/Latent Conditions**
- 19.1 In the event that Caledonia encounters tolerances in the building structures and component, or any other factor which is not in accordance with Australian Standards and/or industry standards, or latent conditions not reasonably obvious on inspection, the agreed cost to overcome these conditions will be added to the Price and be payable by the Client as a variation.
- 20. Confidential Information and Intellectual Property**
- 20.1 For the purposes of this clause:
- (a) "Confidential Information" means confidential and proprietary information concerning the products technology, trade secrets, know-how, marketing strategies, financial information, concepts, concept plans, client databases, costing, quotes and business of Caledonia which is disclosed to the Client or its agents, officers, servants or employees whether before or subsequent to execution of these terms and conditions;
 - (b) "Caledonia Intellectual Property" means the name (in whole or in part), logo, website, associated materials and other intellectual property (whether or not capable of statutory protection), including copyright, design and trademarks, details of customers and members and know-how, whether created before or after the terms and conditions, of Caledonia.

- 20.2 The Client must not directly or indirectly, without the prior written consent of Caledonia, use, disclose, publish or permit the use, disclosure or publication of Caledonia Intellectual Property or Confidential Information, other than in accordance with these terms and conditions. The obligations in this clause survive termination of this Agreement.
- 20.3 Caledonia owns the right to all the Caledonia Intellectual Property and the terms and conditions do not convey any interest of a proprietary or any other nature to the Client or to any other person.
- 20.4 If requested by Caledonia, the Client must immediately return to Caledonia, or destroy as Caledonia directs, all original documents pertaining to the Supply of Equipment, Materials and/or Services, containing any Confidential Information and or the Caledonia Intellectual Property and any copies of those documents.
- 20.5 For the avoidance of doubt, the copyright in all drawings and data prepared and compiled by Caledonia shall remain in Caledonia and the Client shall not have right or licence to use such drawings or data without the express written consent of Caledonia.

21. Privacy Act 1988

- 21.1 The Client and/or the Guarantor/s agree for Caledonia to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to any credit provided by Caledonia.
- 21.2 The Client and/or the Guarantor/s agree that Caledonia may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the credit worthiness of Client and/or Guarantor/s.
- 21.3 The Client consents to Caledonia being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 21.4 The Client agrees that personal credit information provided may be used and retained by Caledonia for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time:
- (a) provision of Equipment, Materials and Services; and/or
 - (b) marketing of Equipment, Materials and Services by Caledonia, its agents or distributors in relation to the Equipment, Materials and Services; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Equipment, Materials and Services; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Equipment, Materials and Services.
- 21.5 Caledonia may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

22. Unpaid Seller's Rights

- 22.1 Where the Client has left any item with Caledonia for repair, modification, exchange or for Caledonia to perform any other Service in relation to the item and Caledonia has not received or been tendered the whole of the Price seven (7) days following a written demand from Caledonia to the Client demanding that the Price be paid, or the payment following such a demand has been dishonoured, Caledonia shall have:
- (a) a lien on the item;
 - (b) the right to retain the item for the Price while Caledonia is in possession of the item;
 - (c) a right to sell the item.
- 22.2 Caledonia must provide the Client with 7 days written notice of its intention to sell the item.
- 22.3 Caledonia may retain an amount equal to the unpaid Price (and any other losses suffered by Caledonia) out of the monies arising from the sale of the item but must render the surplus, if any, of the monies arising from the sale of the item and such of the item that remains unsold to the Client.
- 22.4 The lien of Caledonia shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.
- 22.5 This clause does not apply to the hiring of Equipment by Caledonia to the Client.

23. Payment disputes

- 23.1 At Caledonia's sole discretion, if there any disputes or claims for an unpaid Supply of Equipment, Materials and/or Services, then the provisions of the SOPA may apply.

23.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the SOPA, except to the extent permitted by the applicable legislation.

24. WHS

- 24.1 The Client is responsible for all aspects of health and safety in the use, possession and storage of the Equipment and Materials, and providing a safe workplace for the provision of Services by Caledonia, and must:
- (a) comply with and procure that its associates comply with all applicable WHS Laws;
 - (b) facilitate the Supply of Equipment, Materials and Services in a safe manner;
 - (c) undertake appropriate queries as to the design and engineering of Equipment, Materials and/or Services in terms of their suitability for their intended use;
 - (d) implement and maintain a system of obtaining and updating information on all applicable WHS Laws;
 - (e) in using, possessing and storing the Equipment and Materials, and receiving the Services, eliminate risks to health and safety so far as is reasonably practicable and if it is not reasonably practicable to eliminate risks to health and safety, then reduce those risks as far as is reasonably practicable; and
 - (f) without limiting the Client's obligations arising out of these terms and conditions, notify Caledonia immediately (and in any event within 24 hours of such matter arising) of any health or safety matters or incidents arising out of or in connection with a Supply of Equipment, Materials or Services.
 - (g) must complete all forms and attend to all statutory requirements and pay all fees, penalties and charges payable under the WHS Law in connection with the Supply of the Equipment, Materials or Services.
- 24.2 The Client will to the extent permitted by law, indemnify Caledonia and hold them always indemnified against all costs, expenses, fines, losses or damages which Caledonia may become liable for, suffer or incur in respect of or arising directly or indirectly out of the failure by the Client to comply with its obligations under this clause 24.

25. Personal Guarantee

- 25.1 The Guarantor (who is identified on the separate form issued by Caledonia by that title) irrevocably guarantees and accepts personal and joint liability for payment of all debts and liabilities owing to Caledonia by the Client under these terms and conditions. The Guarantor unconditionally indemnifies Caledonia in relation to moneys hereby guaranteed. The Guarantor also charges their real and personal property with any indebtedness incurred by the Client under these terms and conditions.
- 25.2 The Guarantor undertakes to ensure that any other person accepting a directorship or ownership of the Client at any future date, does also accept liability for, and guarantee payment of all debts and liabilities owing to Caledonia by the Client.
- 25.3 This guarantee shall not be waived or affected by any time or indulgence granted by Caledonia to the Client or any other conduct or event.

26. General

- 26.1 If any provision or part of any provision of these terms and conditions is unenforceable the provision or part of the provision will, as far as possible, be read down so that it is not unenforceable, and if the provision or part of the provision is unenforceable it will be severed from these terms and conditions and the validity, existence, legality and enforceability of the remaining part of the provision and other provisions will not be affected, prejudiced or impaired.
- 26.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the State in which the Supply of Equipment, Materials and Services are undertaken and are subject to the non-exclusive jurisdiction of the courts of that State.
- 26.3 In the event of any breach of these terms and conditions by Caledonia, the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Equipment, Materials and/or Services unless the Client is a consumer, in which case nothing in these terms and conditions shall restrict, limit or modify the Client's rights or remedies as against Caledonia for failure of a statutory guarantee under the ACL.
- 26.4 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by Caledonia.
- 26.5 The Client may not assign, license or sub-contract all or any part of its rights and obligations without Caledonia's consent.
- 26.6 Caledonia shall not be liable to the Client for any default due to any event which is not within the reasonable control of Caledonia, including without limitation to acts of God, war, riot, terrorism, civil commotion and similar hostilities, strike, lock-out, industrial action, fire, flood, drought, storm or other natural disasters, pandemics and epidemics (including quarantine restrictions), inclement weather or the effects of inclement weather.
- 26.7 The failure by Caledonia to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Caledonia's right to subsequently enforce that provision.

27. Hire Specific Terms

- 27.1 This clause only applies to the hiring of the Equipment by Caledonia to the Client. To the extent of any inconsistency with the balance of the above terms, this clause will override any other term set out herein in respect to hire of Equipment by Caledonia. The above terms and conditions will otherwise apply to hiring of Equipment by Caledonia to the Client.
- 27.2 The following are defined terms:
- (a) "Hire Charges" mean any amounts payable to Caledonia under these terms and conditions, including the Price.
 - (b) "Daily Rate" means the amount calculated as the total Hire Charges divided by the number of days in the Minimum Hire Period.
 - (c) "Wet Hire" means where Caledonia is responsible for the provision of an operator for the Equipment;
 - (d) "Minimum Hire Period" shall mean the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Caledonia to the Client, and in any case will not be less than a period of two weeks.
 - (e) "Maximum Hire Period" shall mean the Maximum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Caledonia to the Client (if any).
- 27.3 At the Caledonia's sole discretion a bond may be required from the Client which shall be refunded upon return of the Equipment in a condition acceptable to Caledonia.
- 27.4 The date upon which the hire of the Equipment expires or terminates in accordance with these terms and conditions shall in all cases be treated as a full day's hire.
- 27.5 Hire Charges shall commence:
- (a) from the time the Equipment is either collected by the Client from Caledonia's premises; or
 - (b) if Caledonia agrees with the Client to deliver the Equipment, from the time the Equipment leaves Caledonia's premises.
- 27.6 The Hire Charges will continue until the later of:
- (a) the return of the Equipment to Caledonia's premises;
 - (b) if Caledonia agrees with the Client to collect the Equipment, the Equipment is available for collection by Caledonia at a location agreed by Caledonia; or
 - (c) the expiry of the Minimum Hire Period.
- 27.7 Notwithstanding clause 27.6, if a Maximum Hire Period has been stated, the period of hire will terminate upon, and the Hire Charges will continue until, the expiry of the Maximum Hire Period.
- 27.8 If the Hire Charges cease under clause 27.6(c) or 27.7, the Client must immediately surrender and yield up the Equipment to Caledonia at the Client's expense and in the same condition as it was at the commencement of the hire period (reasonable wear and tear only excepted).
- 27.9 If the Equipment is not surrendered and yielded up to Caledonia:
- (a) Caledonia may retake possession of the Equipment upon reasonable notice to the Client and at the Client's cost; and
 - (b) damages equal to the Daily Rate will be payable for each day until such time as Caledonia gains possession.
- 27.10 No allowance whatever will be made for time during which the Equipment is not in use for any reason, unless Caledonia confirms special prior arrangements in writing.
- 27.11 In the event of Equipment breakdown, provided the Client notifies Caledonia immediately, Hire Charges will not be payable during the time the Equipment is not working, unless the condition is due to the use of the Equipment by the Client or any representative of the Client (including negligence or misuse on the part of or attributable to the Client).
- 27.12 The Client shall be responsible for free access by Caledonia to the site on which the Equipment is located at reasonable notice by Caledonia to the Client.
- 27.13 If reasonable notice has been given by Caledonia to the Client and there are any delays due to free access not being available then the Client shall be responsible and shall reimburse Caledonia for all lost Hire Charges associated with the Equipment being unavailable.
- 27.14 The Client shall also be responsible for all other expenses and costs incurred by Caledonia due to delays in access to the Equipment.
- 27.15 The off-hire receipt will be issued to the Client when the Equipment is picked up by Caledonia or returned to Caledonia's premises.
- 27.16 The Equipment is and will at all time remain the absolute property of Caledonia and the Client waives any proprietary or any other legal or beneficial interest it may have in the Equipment.
- 27.17 The Client will keep the Equipment separate and identifiable from the Client's other property.
- 27.18 If the Client fails to return the Equipment to Caledonia in accordance with these terms and conditions, then Caledonia or Caledonia's agent may, upon reasonable notice to the Client, enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated as the invitee of the Client and take possession of the Equipment, without being responsible for any damage thereby caused.
- 27.19 The Client is not authorised to pledge Caledonia's credit for repairs to the Equipment or to create a lien or other security interest over the Equipment in respect of any repairs or otherwise. The Client must:
- (a) notify Caledonia immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - (b) satisfy itself at Commencement that the Equipment is suitable for its purposes (including in;

- (c) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Caledonia or posted on the Equipment;
 - (d) ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to Caledonia upon request;
 - (e) comply with all applicable laws relating to the Equipment and its operation;
 - (f) on termination of the hire, the Client shall deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to Caledonia;
 - (g) keep the Equipment in their own possession and control and shall not assign the benefit of the terms and conditions nor be entitled to create a lien or other security interest over the Equipment;
 - (h) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
 - (i) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
 - (j) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any real property.
- 27.20 Immediately on request by Caledonia the Client must pay:
- (a) the new replacement price of any Equipment that is for whatever reason destroyed, written off or not returned to Caledonia, except to the extent that the Equipment was destroyed or written off by Caledonia's negligence;
 - (b) all costs incurred in relation to the cleaning of the Equipment;
 - (c) all costs of repairing any damage caused by the ordinary use of the Equipment or all costs of replacing the relevant Equipment (at the determination of Caledonia, in its absolute discretion);
 - (d) the cost of repairing any damage to the Equipment caused while the Client is in control or possession of the Equipment whether by the negligence of the Client or the Client's agent or otherwise;
 - (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in Caledonia's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client; and/or
 - (f) the cost of fuels and consumables provided by Caledonia and used by the Client.
- 27.21 If the Equipment is hired by the Client on a Wet Hire basis:
- (a) the Client must comply with all applicable Safety Laws and warrants to the Operator that it is familiar with and has the capability and resources to comply with all applicable Safety Laws;
 - (b) the Client must perform all relevant functions and fulfil all relevant duties under all applicable Safety Laws of an employer, supplier of plant or person conducting a business;
 - (c) without limiting clauses 27.21(a) or (b) of these terms and conditions, the Client must provide Caledonia with access to all safety related information on request, including relevant licenses, certifications, authorisations and approvals, work method statements in respect of the Supply of the Equipment, job safety analyses in respect of the Supply of Equipment, risk assessments, induction and training records and incident records and reports;
 - (d) the Client must give Caledonia access to the Equipment and operation of the equipment are located at all reasonable times in order for Caledonia to provide the Wet Hire services;
 - (e) the Client indemnifies Caledonia for any liability, loss or damage suffered by Caledonia in relation to any breach by the Client of clauses 27.21(a) or (b) of these terms and conditions;
 - (f) Caledonia will take reasonable step to ensure that any person provided by Caledonia in order to operate the Equipment (Operator) remains an employee or contractor of Caledonia while acting as Operator, is experienced, competent and fit to operate the Equipment, holds appropriate qualifications, licenses and certificates operate the Equipment and otherwise operates the equipment with due care.
- 27.22 The minimum hire for a week is \$90.00. If the Hire Charges are likely to be less than \$5,000.00, Caledonia may, at its absolute discretion, require payment of the Hire Charges from the Client in full prior to the commencement of the Hire Period.

28. Other Delays & Disruptions

- 28.1 No allowance has been made for additional costs, time, delays, logistics, procurement, sustenance, or travel restrictions arising out compliance to directives issued by Government or it's delegates, for the control of transmissible diseases which come into force and impact Caledonia's ability to performs its obligations in connection with this offer. No allowance has been made for Client instructions issued to Caledonia in connection with this offer which are additional to complying with mandatory Government restrictions. The costs of any such impacts, which could not have been reasonably foreseen or mitigated by Caledonia are a legitimate variation payable at cost to Caledonia.