



Terms and Conditions of Rental and Sale

1. Agreement

The contract between Taranis Power Group Pty Ltd (ACN 601 067 243) (**Taranis Power**) and the customer (**Customer**) relating to (a) the Equipment; and/or (b) the Services or (c) other transactions, are subject to these terms and conditions (**Terms**) and the purchase order document from the Customer (**Purchase Order**) and/or other documents (if any) including any Hire Quotation to which these Terms are attached, (together the **Contract**).

2. Definitions

Consequential Loss means loss of product, loss of contract, loss of profit, loss of business reputation, loss of opportunities, loss of production, loss of revenue howsoever arising and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or on any other basis.

CPI means the All Groups Consumer Price Index for Perth, Western Australia, published by the Australian Bureau of Statistics or if the basis upon which it is determined is substantially altered then it may reasonably be determined to be as near to the CPI previously referred to as possible.

Equipment means (a) the Hire Equipment; and/or (b) the Sale Equipment, as the context requires.

Hire Equipment means the equipment supplied or to be supplied to the Customer as more particularly identified on any Hire Quotation or (if none) the Purchase Order and includes all replacement parts or additions to the Hire Equipment.

Hire Location means the site on which the Hire Equipment will be used, as specified in the Hire Quotation or (if none) the Purchase Order.

Hire Quotation means the hire quotation (if any) issued to the Customer by Taranis Power at the request of the Customer to hire the Hire Equipment.

Personnel means any Taranis Power employees or contractors supplied to Customer as part of the Services.

Rent means the rental amount payable by the Customer as specified in the Hire Quotation or as otherwise indicated to the Customer in writing.

Return Location means the delivery location after the end of the Term as specified in the Hire Quotation or (if none) the Purchase Order or such other location agreed in writing by Taranis Power.

Sale Equipment means the equipment bought by or sold by Taranis Power pursuant to the Contract.

Services means any installation, maintenance, consulting or similar such services that may be provided by Taranis Power.

Term means the rental period of the Hire Equipment from the date of delivery and/or as specified in the Hire Quotation or otherwise as agreed in writing between Taranis Power and the Customer.

3. Orders for Hire Equipment

3.1. The Purchase Order, once accepted by Taranis Power forms part of the Contract and may not be terminated or varied without the prior written consent of Taranis Power.

3.2. Unless otherwise stated, quotations are valid for a maximum period of 30 days from date of quotation and despite the Customer's purported acceptance after such period has elapsed are subject to confirmation by Taranis Power and Taranis Power reserves the right to alter or withdraw any quotation.

4. Orders for Sale Equipment

4.1. Unless otherwise specified in the Contract, any quotation provided by Taranis Power for the purchase of Sale Equipment shall lapse and have no effect 30 days from the date of issue and may be withdrawn by Taranis Power at any time prior to acceptance by the Customer for any reason.

4.2. The quantity, quality and description of and specification of the Sale Equipment are unless otherwise agreed, as set out in the Purchase Order.

4.3. The Purchase Order, once accepted by Taranis Power forms part of the Contract and may not be terminated, except pursuant to clause 20.

4.4. Unless otherwise designated in the Contract, the price of the Sale Equipment shall be on an "EXW" (ex works) basis.

4.5. If the price of the Sale Equipment at any time will be other than EXW, any associated costs incurred by Taranis Power which arise as a result of Taranis Power insuring or transporting the Sale Equipment from the point where the risk of loss passes to the Customer shall be invoiced to and paid by the Customer.

4.6. Taranis Power's price lists, invoices and statements exclude GST and government taxes unless expressly noted thereon.

4.7. Taranis Power may vary any of the prices set out in its price list without notice to Customers.

4.8. The Customer will provide its tax file number, ABN and any information required for any GST or equivalent prior to any dealings.

5. Orders for Services

5.1. Unless otherwise specified in the Contract, any quotation provided by Taranis Power for the supply of Services (with or without Equipment) will lapse and have no effect 30 days from the date of issue and may be withdrawn by Taranis Power at any time prior to acceptance by the Customer for any reason. A quotation is not to be construed as an obligation to supply but merely an invitation to treat and no contractual relationship shall arise from it unless and until the Purchase Order containing the quotation is accepted by Taranis Power.

5.2. The Purchase Order, once accepted by Taranis Power, forms part of the Contract and may not be terminated except pursuant to these Terms or with the prior written consent of Taranis Power.

6. Term

6.1. Taranis Power shall hire to the Customer and the Customer shall take on hire from Taranis Power the Hire Equipment for the Term at the Rent and on the terms and conditions contained in the Contract.

6.2. In any case where the Customer continues in possession of the Hire Equipment after the expiration or termination of the Contract, the Customer must, (without prejudice to the exercise by Taranis Power of its rights, powers and remedies under the Contract), continue to pay a monthly rental equal to the amount determined from time to time by Taranis Power or, in the absence of such a determination, a monthly rental equal to the aggregate of the Rent then current.

7. Delivery, testing and inspection of Equipment

7.1. Delivery will be deemed complete if the Equipment is delivered to the Customer at Taranis Power's premises or such other location as may be set out in the Hire Quotation or Contract (as applicable).

7.2. Taranis Power will not be liable for any delay, failure or inability to deliver the Equipment and/or Services. The Customer will not be entitled to terminate the Contract because of any delay in delivery

7.3. Prior to accepting possession of the Equipment, and at the discretion of Taranis Power, the Customer must complete an inspection report on the Equipment. As a result of this inspection and by accepting possession, the Customer agrees that the Equipment:

(a) is in good repair, working order and condition and complete in all respects; and

(b) is fit for the Customer's purpose.

7.4. Prior to delivery of the Equipment, Taranis Power may, at its own expense, carry out any tests on the Equipment in accordance with Taranis Power's standards and testing procedures. Any additional tests, procedures and associated documentation required by the Customer are at the Customer's expense.

8. Rent and other charges

8.1. Taranis Power can refuse to hire the Hire Equipment to the Customer for any reason without cause.

8.2. Rent will be charged from day of delivery to the Customer until the Hire Equipment is returned to Taranis Power at the Return Location and inspected and reported on to the Customer.

8.3. The Rent is non-refundable.

8.4. If the Customer terminates the Contract prior to the expiration of the Term, the Customer must immediately pay any outstanding Rent (calculated based on the remaining period of the Term) and will not be entitled to any refund or pro rata refund of the Rent.

8.5. All costs in connection with the use of the Hire Equipment are to be borne by the Customer and are not part of the Rent. All sums payable by the Customer to Taranis Power pursuant to the Contract are not subject to any defence, set-off, recoupment or counter-claim which the Customer may have and the Customer is not entitled to withhold payment of any sum for any reason whatsoever.

8.6. Cleaning and inspection fees may be charged on completion of the Term at the rates advised by Taranis Power or as set out in the Contract.

8.7. At the expiration of the Term or upon termination of the Contract, the Hire Equipment will be assessed for damage and a report shall be issued detailing the damage and the cost to repair. The cost will be charged to and paid by the Customer returning the Hire Equipment and the Customer shall remain liable

to pay ongoing Rent until the Hire Equipment has been returned to Taranis Power or repaired and returned to Taranis Power.

- 8.8. Unless otherwise agreed in writing, the rates charged to the Customer are based on a minimum daily rate of hire.
- 8.9. Any consumables and trade materials provided by Taranis Power will be charged to the Customer.
- 8.10. Taranis Power's price lists, invoices and statements exclude GST and government taxes unless expressly noted thereon.
- 8.11. The rates charged in respect of the Rent will be subject to adjustment in line with CPI on renewal of the Contract.

9. Payment

- 9.1. Invoices submitted by Taranis Power are payable only in Australian dollars.
- 9.2. Unless prior arrangements have been made, payment for the rent of Hire Equipment, the supply of Sale Equipment or Services by Taranis Power is due in full within 14 days of the date of the invoice.
- 9.3. Taranis Power may refuse to accept payment by credit card and may impose conditions on any acceptance of payment by credit card.
- 9.4. If the Customer pays by cheque then payment only occurs when all cheques have been presented and cleared in full.
- 9.5. No payment due from or payable by the Customer shall be set-off or withheld on account of any claim asserted by Customer.
- 9.6. Taranis Power may require the Customer to provide security for payment in a form acceptable by Taranis Power prior to the supply of any Equipment
- 9.7. If the Customer fails to pay any amount to Taranis Power when it is due, Taranis Power (in addition to any other rights it may have) shall be entitled to terminate the Contract under clause 20 of these Terms, without liability.
- 9.8. At its discretion, Taranis Power may require a deposit to be paid on certain sales of Sale Equipment or the supply of Services. Any such requirement, including as to the timing of the deposit, will be notified to the Customer.
- 9.9. Taranis Power may require the Customer to provide security for payment in a form acceptable to Taranis Power prior to the supply of Equipment.
- 9.10. The Customer is not entitled to withhold any payment by way of retention unless the terms and conditions of the retention are agreed in writing by Taranis Power.

10. Duties of the Customer – Hire Equipment

The Customer must at all times:

- 10.1. exercise reasonable care in using the Hire Equipment;
- 10.2. keep and maintain the Hire Equipment in good and serviceable condition and compensate Taranis Power for any damage to the Hire Equipment and for any items stolen, missing or damaged, other than that arising from fair wear and tear;
- 10.3. keep the Hire Equipment under its personal control and not remove or allow or cause the Equipment to be removed from the Hire Location without the prior written consent of Taranis Power;
- 10.4. not make modifications or perform minor works in relation to the Equipment without the prior written consent of Taranis Power including not to alter, add, deface, remove or erase any safety information or any identifying mark, plate or number on the Equipment;
- 10.5. ensure that the Hire Equipment is used in a proper manner and only for the intended purpose;
- 10.6. maintain and store the Hire Equipment with due care and diligence and in compliance with the instructions and recommendations (if any) of Taranis Power (and any manufacturer) as to operation, maintenance and storage;
- 10.7. supply all fuel, oil and grease that may be necessary or desirable for the optimum operation of the Hire Equipment;
- 10.8. display and maintain all safety signs and instructions (as may be required by law or Taranis Power) and ensure that all instructions and signs are observed by operators of the Hire Equipment;
- 10.9. ensure that the use to which the Customer is putting the Hire Equipment is permitted by all local, state and federal laws and regulations;
- 10.10. ensure that all persons operating or erecting the Hire Equipment are suitably instructed and/or trained in its safe and proper use and, where necessary, hold a current certificate of competency and/or are licensed to use the Hire Equipment;
- 10.11. ensure all persons operating the Hire Equipment wear suitable clothing and protective equipment as required or recommended by the manufacturer or by Taranis Power;
- 10.12. ensure that no persons operating the Hire Equipment are under the influence of drugs or alcohol;
- 10.13. conduct a job safety analysis prior to using the Hire Equipment at a site;
- 10.14. immediately notify Taranis Power by telephone and subsequently in writing confirm full details of any damage occurring to the Hire Equipment or any damage arising from the use of the Hire Equipment;
- 10.15. not assign, sub-lease, attempt to dispose or part with possession of, encumber or create any lien over the Hire Equipment or any interest in it.

Unless otherwise agreed in writing, the Customer is neither permitted nor authorised to lend or re-hire the Hire Equipment to any other person, organisation or corporation. Taranis Power does not accept any liability for unauthorised lending or re-hire;

- 10.16. not affix the Hire Equipment to land unless its use so requires or Taranis Power consents in writing (but in any event the Hire Equipment shall as between Taranis Power and Customer be considered a chattel and at no times will be a fixture); and
- 10.17. upon at least 7 days' notice by Taranis Power, give Taranis Power access to the Hire Equipment for inspection as required by Taranis Power from time to time.

11. Workplace Health and Safety

11.1. Taranis Power and Customer must:

- (a) Make all reasonable attempts to ensure that all work carried out by Personnel complies with all workplace health and safety requirements in accordance with the laws of the State or Territory in which the work is carried out;
- (b) Ensure that Personnel are not exposed to risks to their health or safety or hazards arising from the provision of work under these Terms;
- (c) Ensure that any equipment or facilities provided for use in the provision of work under these Terms are safe and without risks to health and safety when properly used;
- (d) Ensure that systems of work and the working environment are safe and without risks to health; and
- (e) Provide such information, instruction, training and supervision as may be necessary to ensure that the work provided under these Terms are provided without hazards or risks to health and safety.

12. Customer representations and warranties

12.1. The Customer represents and warrants that:

- (a) it is fully aware of the correct procedures for use of the Hire Equipment hired and that it is satisfied that the Hire Equipment is adequate for its intended purpose;
- (b) it has full power and authority to enter into and perform its obligations under the Contract;
- (c) all information provided to Taranis Power by or on behalf of the Customer is true and correct in all material respects and is not, whether by omission of information or otherwise, misleading; and
- (d) it has not withheld from Taranis Power any document, information or other fact material to the decision of Taranis Power to enter into a contract with the Customer.

12.2. The representations and warranties given in this clause 12 survive the Contract.

13. Taranis Power warranties and liability

13.1. Subject to any applicable law, Taranis Power does not provide any warranty as to the acceptability or fitness of the Equipment for any particular purpose.

13.2. Subject to clause 13.1, to the full extent permitted by law and except as otherwise provided therein:

- (a) all warranties, guarantees, conditions, rights and remedies, express or implied, statutory or otherwise in relation to the Equipment and/or Services, are hereby expressly excluded (except to the extent such liability is legally incapable of being excluded or limited), including (but not limited to) liability in respect of any:
 - (i) damage to the Equipment caused after risk passes;
 - (ii) injury, loss or damage arising out of any representation, statement, recommendation or advice given by Taranis Power, its employees or agents before or after the issue of the Contract by Taranis Power; or
 - (iii) indirect injury, loss (including Consequential Loss) or damage suffered by reason of defects in the Equipment or arising from any breach of warranty or condition or any misrepresentations; or
 - (iv) indirect injury or damage (including Consequential Loss).
- (b) Taranis Power's liability, if any, in respect of any breach of any conditions or warranties or under or pursuant to such rights or remedies referred to in clause 13.2 above shall be limited to:
 - (i) the replacement of the Equipment or the supply of equivalent Equipment or Services;
 - (ii) the repair of the Equipment;
 - (iii) the payment of the cost of replacing the Equipment or of acquiring equivalent products or services;
 - (iv) the payment of the cost of having the Equipment repaired;
 - (v) supplying the Services again; or
 - (vi) payment of having the Services supplied again.

13.3. It is expressly agreed that the Customer will not pursue any claim against Taranis Power or hold Taranis Power liable for any Consequential Losses whatsoever that may be suffered by the Customer arising out of quality defects or the performance by Taranis Power of the Contract or failure to comply with any standard as to fitness for purpose or compliance.

- 13.4. Any Equipment claimed by the Customer to be defective must be returned at the cost of the Customer to Taranis Power by the Customer and the Equipment must be returned at the risk of the Customer and in accordance with Taranis Power's instructions.
- 13.5. The Customer may not claim against Taranis Power in respect of any defect which should have been apparent on a reasonable visual examination of the Equipment by the Customer (or its agent) prior to delivery.
- 13.6. Taranis Power will not be liable for any losses or damages suffered by the Customer as either a direct or indirect consequence of any regulatory non-compliance whatsoever resulting from any act or omission on the part of the Customer. The Customer warrants that it has made its own independent enquiries from appropriate professionals on all statutory and regulatory compliance issues as relates to the Contract.
- 14. Insurance – Hire Equipment**
- 14.1. The Customer must insure at all times during the Term against:
- loss or damage to the Hire Equipment caused by fire, accident or theft (including during transit) for an amount equal to their full insurable value.
 - public liability for bodily injury or damage to property arising in connection with the Hire Equipment up to \$10,000,000 for any one occurrence.
- 14.2. Such insurance to note the interests of Taranis Power as owner of the Hire Equipment.
- 14.3. The insurances must be in a form and substance and with an insurer which are satisfactory to Taranis Power. The Customer must, on request from Taranis Power, provide to Taranis Power certificates of currency or other evidence acceptable to Taranis Power (which without limitation may include full copies of the policies of insurance) that the insurance required under this clause is in place.
- 14.4. The Customer must not:
- do anything, or fail to do anything, which would allow the insurer to refuse or reduce a claim; nor
 - enforce, conduct, settle or compromise any claim without Taranis Power's consent.
- 14.5. Damage waiver of 10% of the total Rent payable by the Customer for the Hire Equipment is charged to all invoices unless proof of insurance in accordance with this clause 14 is provided to Taranis Power prior to commencement of the Term (or otherwise by such date as Taranis Power may request).
- 15. Services**
- 15.1. Subject to clause 15.4 of these Terms, the price for the Services is as stated in the Contract or as otherwise communicated to the Customer.
- 15.2. With regard to any Services, Taranis Power will not be liable for any injury, loss or damage incurred, whether direct, consequential, incidental, punitive, exemplary or indirect, by statute, in tort or in contract.
- 15.3. Taranis Power will not be liable for delay, failure or inability to deliver the Services (or any part of them).
- 15.4. Any Services or technical assistance provided by Taranis Power, will be charged at Taranis Power's labour rate applying at the time assistance is provided, (including travel and stand-by/waiting time), plus expenses at the cost to Taranis Power plus fifteen percent. Any required miscellaneous materials purchased by Taranis Power will be charged at cost to Taranis Power, plus 25 per cent. Any assistance provided in accordance with this clause shall be at the Customer's sole risk.
- 15.5. Customer engages Taranis Power to provide the Services as an independent contractor. Taranis Power is not Customer's employee, partner, legal representative, agent, joint venturer or franchisee. Taranis Power has no right or authority to bind Customer, assume or create any obligations for or on behalf of Customer, or make any representations or warranties for or on behalf of Customer.
- 15.6. The Personnel are not Customer's employee's, partners, legal representatives, agents, joint venturers or franchisees. No contractual relationship will exist between Customer and the Personnel. The Personnel have no right or authority to bind Customer, assume or create any obligations for or on behalf of Customer, or make any representations or warranties for or on behalf of Customer. The Personnel are not entitled to any benefit from Customer usually attributable to an employee.
- 16. Breakdown of Hire Equipment**
- 16.1. If at any time during the Term, the Hire Equipment breaks down, malfunctions or there is a mechanical failure with the Hire Equipment, it is the Customer's responsibility to stop using the Hire Equipment and promptly notify Taranis Power. The Customer is not to attempt to repair the Hire Equipment without prior written consent of Taranis Power.
- 16.2. The Customer must take all steps to prevent any further damage to the Hire Equipment or injury or damage to persons or other property as a result of the condition of the Hire Equipment.
- 16.3. Subject to clause 16.1, the Customer will carry out all necessary repairs to the Hire Equipment in a proper and workmanlike manner and in accordance with all applicable Australian Standards and will in every instance advise Taranis Power of all such repairs and permit Taranis Power access to inspect the repairs to the Hire Equipment.
- 16.4. Subject to these Terms, Taranis Power shall not be liable to the Customer for any loss, damage or claim arising as a result of hiring the Hire Equipment or caused by any breakdown, mechanical failure or malfunction of the Hire Equipment or its inadequacy for any intended use, including but not limited to economic or Consequential Loss.
- 17. Title to Equipment and risk**
- 17.1. At all times during the Term, the Hire Equipment remains the property of Taranis Power.
- 17.2. Subject to these Terms, title and risk in the Sale Equipment will pass from Taranis Power to the Customer (or its nominated agent) when Taranis Power receives payment in full for such Sale Equipment, unless otherwise agreed in writing by Taranis Power.
- 17.3. Risk in the Sale Equipment will pass to the Customer upon delivery to the Customer (or its nominated agent or to a transport company nominated by the Customer).
- 17.4. Until payment in full for the Sale Equipment, the Customer agrees:
- to provide adequate insurance for the Sale Equipment; and
 - only to sell the Sale Equipment in the ordinary course of its business.
- 18. Personal Property Securities Act**
- 18.1. Capitalised terms in this clause 17.1, that are not otherwise defined elsewhere in the Contract, have the same meaning as set out in the Personal Property Securities Act 2009 (Cth) (as amended) (PPSA) unless the context otherwise requires.
- 18.2. The Contract constitutes a security agreement pursuant to the PPSA in relation to the Equipment supplied by Taranis Power to the Customer and any Equipment that will be supplied in the future by Taranis Power to the Customer.
- 18.3. The Customer acknowledges and agrees that a Security Interest (as that term is defined in the PPSA) may be registered by Taranis Power in relation to the Equipment and the proceeds arising in respect of any dealing in the Equipment in accordance with the PPSA (and in any other manner Taranis Power considers appropriate).
- 18.4. The Customer agrees to do all such things and sign all such documentation and/or provide any further information (such information to be complete accurate and up-to-date in all respects) as are necessary and reasonably required to enable Taranis Power to:
- acquire a perfected Security Interest in the Equipment and its proceeds;
 - register a Financing Statement or Financing Change Statement;
 - ensure that Taranis Power's security position, and rights and obligations are not adversely affected by the PPSA.
- 18.5. The Customer waives its rights to receive a copy of any Verification Statement after the registration of a Financing Statement or Financing Change Statement in respect of the Security Interest created by the Contract.
- 18.6. The Customer agrees to not:
- register a Financing Change Statement in respect of a Security Interest contemplated or constituted by the Contract; or
 - register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Equipment in favour of a third party without Taranis Power's prior written consent.
- 18.7. For the purposes of section 20(2) of the PPSA, the collateral is the Equipment including any Equipment or Services which is/are described in the Contract.
- 18.8. If Chapter 4 of the PPSA would otherwise apply to the enforcement of the Security Interest(s) created under the Contract, the parties agree that the following provisions of the PPSA will not apply or are waived, as the context requires:
- section 95 (notice of removal of accession to the extent that it requires Taranis Power to give a notice to the Customer);
 - section 96 (retention of accession);
 - section 121(4) (notice to grantor);
 - section 125 (obligations to dispose of or retain collateral);
 - sections 129(2), 129(3) and 130 (notice of disposal to the extent it requires Taranis Power to give a notice to the Customer);
 - section 132(3)(d) (contents of statement of account after disposal);
 - section 132(4) (statement of account if no disposal);
 - section 135 (notice of retention);
 - section 142 (redemption of collateral); and
 - section 143 (re-instatement of security agreement).
- 18.9. The Customer will not, without the prior written consent of Taranis Power change its name, its details or initiate any change to any documentation registered under the PPSA pursuant to the Contract.
- 18.10. The Customer agrees that it shall not sell or grant any other Security Interest in the Equipment or its Proceeds, without the prior written consent of Taranis Power.

- 18.11. If the Customer fails to pay any monies owed to Taranis Power, the Customer acknowledge and agrees that Taranis Power may recover or retake possession of all or any of the Equipment.
- 18.12. Unless otherwise agreed and to the extent permitted by the PPSA, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an Interested Person, or any other person requested by an Interested Person. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
- 18.13. For the purposes of section 13 of the PPSA the Customer acknowledges and agrees that where Taranis Power has bailed any equipment to the Customer, Taranis Power is regularly engaged in the business of bailing equipment and that the Customer has given value for the bailment.
- 18.14. If any provisions of these Terms are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

19. Urgent protection

- 19.1. If urgent action is necessary to protect the Hire Equipment, other property or people, Taranis Power may, (but is not obliged to and without prejudice to its other rights), take such necessary action. If the action was action which the Customer should have taken, the cost incurred by Taranis Power will be a debt due from the Customer.

20. Termination

- 20.1. It is an event of termination (**Termination Event**) if:
 - (a) the Customer fails to pay any money payable to Taranis Power when it is due;
 - (b) the Customer breaches the Contract in a material respect and, in Taranis Power's opinion, the breach cannot be remedied;
 - (c) the Customer breaches the Contract in a material respect other than no payment of money due and, in Taranis Power's opinion, the breach can be remedied, the Customer does not remedy the breach within 14 days after Taranis Power gives the Customer notice of the breach;
 - (d) a judgment in an amount exceeding \$10,000 or its equivalent in any other currency is obtained against the Customer in an amount exceeding \$10,000 and is not set aside or satisfied within 14 days;
 - (e) the Customer suspends payment of its debts generally or it becomes unable to pay its debts when due;
 - (f) an application or order is made for the bankruptcy, winding up or dissolution of the Customer, or a resolution is passed or any steps are taken to pass a resolution for the bankruptcy, winding up or dissolution of the Customer;
 - (g) the Customer enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
 - (h) the Customer ceases, or threatens to cease, to carry on business; or
 - (i) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Customer's assets or undertakings.
- 20.2. If a Termination Event occurs, Taranis Power may (without affecting the accrued rights and obligations of the parties) in addition to any other rights or remedies it may have do all or any of the following:
 - (a) terminate the Contract immediately by notice to the Customer;
 - (b) suspend further deliveries of Equipment or Services under any Contract;
 - (c) in respect of Equipment which may have already been delivered to the Customer but not paid for, take all reasonable steps to recover that Equipment and resell that Equipment for Taranis Power's own benefit.
- 20.3. The Customer must pay all costs and expenses incurred by Taranis Power arising from any Termination Event and will indemnify Taranis Power against any claim, liability or cost incurred by Taranis Power as a result of any breach by the Customer of its obligations pursuant to the Contract.
- 20.4. Except as provided in the following sub-clause the Customer may not terminate a Contract or otherwise cancel any Purchase Order unless:
 - (a) Taranis Power agrees in writing to the termination; and
 - (b) the Customer pays to Taranis Power the reasonable loss, cost and expense of Taranis Power as assessed by Taranis Power in connection with such termination; and

upon such termination Taranis Power shall be regarded as discharged from any further obligations under any Contract with the Customer.
- 20.5. The Customer may terminate a Contract for the default Taranis Power only if:
 - (a) the Customer serves written notice of the alleged default on Taranis Power requiring the default to be remedied; and
 - (b) Taranis Power fails to remedy the default within forty five (45) days after receipt of the Customer's written notice

and such termination will be without prejudice to the respective parties rights pursuant to that Contract.

21. Recovery of possession

- 21.1. On termination of the Contract, Taranis Power has the right, (without prejudice to Taranis Power's other rights), to repossess the Hire Equipment at its absolute discretion and without giving notice or any reason to the Customer. For the purpose of repossession or inspecting the condition of the Hire Equipment, Taranis Power may, subject to 7 days' notice thereof and subject to personnel meeting the requisite health and safety conditions applicable to the site enter the Hire Location or any other premises in which the Hire Equipment is or Taranis Power reasonably believes the Hire Equipment to be held and the Customer agrees to indemnify Taranis Power or its agents against any loss or damage suffered by them or any of them whilst exercising or attempting to exercise the rights conferred by this clause.
- 21.2. If the Hire Equipment is repossessed under clause 21.1 and it is not in the same good order and repair and condition as the Customer ought to have kept the Hire Equipment under clause 9, the Customer must pay to Taranis Power the cost of restoring the Equipment to such condition. All costs associated with the repossession, transport, delivery and removal of the Hire Equipment from the Hire Location to the Return Location are the responsibility of the Customer.
- 21.3. The Customer must reimburse Taranis Power for all expenses and costs (on a full indemnity basis) incurred by Taranis Power in repossessing the Equipment or incidental to that action.

22. Return of Hire Equipment

- 22.1. At the expiration of the Term or upon its earlier termination, the Customer must deliver up the Hire Equipment to Taranis Power to the Return Location, (or such other location agreed in writing by Taranis Power).
- 22.2. The Customer must ensure that the Hire Equipment is returned in good, safe and clean condition so that it may be immediately installed and placed into use in a suitable operating environment.
- 22.3. Except for fair wear and tear, the Hire Equipment must be returned free from frame or skin damage and not compromised by mechanical or structural alterations or defects.
- 22.4. If, in the sole discretion of Taranis Power, repair or maintenance work is to be carried out on the Hire Equipment following return of such Hire Equipment, Taranis Power may engage a third party to repair and/maintain the Hire Equipment. Taranis Power may charge any and all such third party repair and maintenance and associated costs to the Customer on a cost plus 10% basis.
- 22.5. The Customer is responsible for cleaning the Hire Equipment prior to return of the Hire Equipment to the Return Location. The Hire Equipment must be returned free from all rust, corrosion and foreign material.
- 22.6. In the event that the Hire Equipment is not cleaned or returned in a condition satisfactory to Taranis Power, Taranis Power may engage a third party to clean and recondition the Hire Equipment. Taranis Power may charge any and all such third party cleaning and associated costs to the Customer on a cost plus 10% basis.
- 22.7. All costs associated with the transport, delivery and removal of the Hire Equipment from the Hire Location to the Return Location are the responsibility of the Customer.
- 22.8. Acceptance of the Equipment by Taranis Power and payment of any costs does not constitute a waiver of Taranis Power's rights under this clause or confirmation that the Customer has complied with all of its obligations under this clause.
- 22.9. If the Customer fails to deliver up the Hire Equipment to Taranis Power on the expiration of the Term, the Customer must pay Taranis Power ongoing Rent as set out in the Contract.

23. Technical advice

- 23.1. With respect to any technical advice it provides to the Customer in connection with the Equipment or Services, Taranis Power shall not be liable for any injury, loss or damage incurred, whether direct, consequential, incidental, punitive, exemplary or indirect, by statute, in tort or contract, under any indemnity provision or otherwise.

24. Dispute resolution

- 24.1. The parties using their best endeavours and acting in good faith must attempt to resolve any dispute arising under the Contract prior to commencing any court proceedings by:
 - (a) Negotiations that shall be conducted in English between representatives of the parties who have authority to settle the dispute.
 - (b) Negotiations must be conducted within 30 days of a party providing written notice to the other party of the matter and circumstances giving rise to the dispute (**Notice of Dispute**).
 - (c) If the dispute has not been resolved within 30 days of a party giving a Notice of Dispute, the parties must refer the dispute to a mediator with all mediator fees and expenses payable equally by the parties.
 - (d) If a mediator cannot be agreed upon within 30 days of a party giving a Notice of Dispute, either party may request the President of the Law Society of Western Australia to appoint a mediator.
 - (e) Mediation must take place in accordance with any directions of the mediator within 60 days of the date of the Notice of Dispute.
- 24.2. Any dispute not resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in Western Australia.

25. Overdue moneys and costs

- 25.1. The Customer agrees:

- (a) to pay interest at the rate equal to the ANZ overdraft cash rate from time to time plus 3% per annum on any money payable pursuant to the Contract which may from time to time be overdue and on damages which may be recoverable pursuant to the Contract; and
- (b) to pay to Taranis Power on demand by Taranis Power the amount of any costs and expenses including legal, collection and storage costs incurred by Taranis Power on a full indemnity basis by reason of default by the Customer under the Contract.

26. Costs

- 26.1. The Customer must pay all duty, (including all fines, penalties and interest), and other government imposts payable on or in connection with the Contract, (including without limitation, registration costs in respect of clause 18 and any transaction contemplated by the Contract, when due if requested in writing by Taranis Power.

27. Competition and Consumer Act 2010 (CCA)

- 27.1. Where the provisions of the Competition and Consumer Act 2010 (Cth) (CCA) apply, the provisions of these Terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply:
- (a) nothing in these Terms is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.
 - (b) the Customer agrees that if the Customer buys any Equipment for the purposes of re-supply, manufacture or repair of other goods, the CCA will not apply to such supplies;
 - (c) if the Customer on sells any Equipment it agrees that it will not make any representations in relation to the Equipment which are not:
 - (i) contained on the packaging of the Equipment (if any);
 - (ii) contained in any materials supplied by Taranis Power;
 - (iii) set out in any applicable manufacturer's warranty; or
 - (iv) approved in writing by Taranis Power.
 - (d) if the Customer on sells the Equipment to consumers who purchase them for the purposes of re-supply, manufacture or repair of other goods, the Customer agrees to contract out of the CCA in writing with those consumers.

28. Authority

- 28.1. The person purporting to enter into the Contract for and on behalf of the Customer hereby covenants and agrees with Taranis Power that he or she has the authority of the Customer to enter into the Contract and bind the Customer accordingly, and hereby indemnifies Taranis Power against any losses, costs and claims incurred by Taranis Power in the event of a breach of such covenant.

29. General

- 29.1. The Contract is governed by the laws of Western Australia. The Customer and Taranis Power submit to the non-exclusive jurisdiction of the courts of Western Australia.
- 29.2. Waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this agreement must be in writing and signed by the party granting the waiver.
- 29.3. Nothing in the Contract shall constitute an agency, employment or partnership relationship between the parties or any of their respective employees, contractors, servants or agents, unless an agreement in writing provides otherwise.
- 29.4. If any term or part of these Terms is found to be illegal or unenforceable, that part or term shall be deemed not to be part of these Terms and the remainder of these Terms shall continue in full force and effect.

30. Interpretation

- 30.1. In these Terms headings and bold type are for convenience only and do not affect the interpretation of these Terms and, unless the context otherwise requires:
- (a) words importing the singular include the plural and the converse;
 - (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (c) an expression importing a natural person includes an individual, a firm, a body corporate, an unincorporated association and any government agency;
 - (d) a reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
 - (e) a reference to a party to a document includes that party's successors and permitted assigns; and
 - (f) the meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions.