



1. Definitions

- 1.1 "Agreement" means the agreement between Magnum Australia, the Client and, where applicable, the Guarantor formed by the Hire Agreement Form and, if applicable, the Credit Application Form and these terms and conditions.
- 1.2 "Charges" means the charges for the hire or purchase (as the case may be) of Equipment based on the Price as determined in accordance with this Agreement and any applicable delivery charges.
- 1.3 "Client" means the Client or any person acting on behalf of and with the authority of the Client.
- 1.4 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
- 1.5 "Equipment" shall mean any equipment (including machinery, tools, accessories, parts, manuals, instructions, packing and transportation materials) either sold or hired to the Client by Magnum Australia (and where the context so permits shall include any supply of services) and shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by Magnum Australia to the Client.
- 1.6 "Force Majeure" means any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of Magnum Australia.
- 1.7 "Hire Period" has the meaning given to that term in clause 5.1 of these terms and conditions.
- 1.8 "Magnum Australia" means Magnum Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Magnum Australia Pty Ltd.
- 1.9 "Minimum Hire Period" shall mean the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by Magnum Australia to the Client.
- 1.10 "Price" shall mean the cost of hiring or purchasing Equipment as set out in the Hire Agreement Form, subject to clause 4 of this contract.

2 The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the *Trade Practices Act 1974* (Cth) or similar fair trading legislation in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 2.2 Magnum Australia may accept such offer in writing or by supplying the Equipment to the Client and until such acceptance the terms and conditions are not binding on Magnum Australia.

3 Acceptance

- 3.1 Any instructions received by Magnum Australia from the Client for the supply of Equipment shall constitute an offer to hire Equipment on the terms and conditions contained herein. The Client's acceptance of Equipment supplied by Magnum Australia shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this Agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of Magnum Australia.
- 3.4 The Client shall give Magnum Australia not less than fourteen (14) days prior written notice of:
 - (a) any proposed change of ownership of the Client; or
 - (b) any change in the Client's name; and/or

35 PARKHURST DRV, KNOXFIELD, VICTORIA, AUSTRALIA
MEMBER OF THE HAVILAND GROUP OF COMPANIES

www.magnumaustralia.com
e-mail: tanks@magnumaustralia.com



(c) any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).

The Client shall be liable for any loss incurred by Magnum Australia as a result of the Client's failure to comply with this clause.

4 Price And Payment

4.1 The Price of any Equipment shall be:

(a) unless paragraph (b) applies, Magnum Australia's current Price at the date of delivery of the Equipment according to Magnum Australia's current Price rates; or

(b) unless paragraph (c) applies, Magnum Australia's quoted Price which shall be binding upon Magnum Australia provided that the Client shall accept in writing Magnum Australia's quotation within fourteen (14) days; or

(c) if clause 4.2 applies, the Price under paragraph (a) or (b) as varied in accordance with clause 4.2.

4.2 Magnum Australia reserves the right to change the quoted Price in the event of a variation to Magnum Australia's quotation. Any variation as a result of increases to Magnum Australia in the cost of materials and/or labour will be charged for on the basis of Magnum Australia's quotation and will be shown as variations on the invoice.

4.3 At Magnum Australia's sole discretion, a non-refundable deposit may be required.

4.4 The Client must pay to Magnum Australia all Charges.

4.5 Time for payment of all Charges for the Equipment shall be of the essence.

4.6 For purchased Equipment, payment shall be due prior to the delivery of the Equipment.

4.7 For hired Equipment, the payment for the first month's instalment of the Charges shall be due prior to the delivery of the Equipment. Thereafter, payment of Charges is due on each of the monthly anniversary dates of the Agreement up until the termination date of the Agreement.

4.8 All payments shall be due within fourteen (14) days of the date of issue of a tax invoice for that payment.

4.9 All payments will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three percent (3.0%) of the Charges), or by direct credit, or by any other method as agreed to between the Client and Magnum Australia.

4.10 GST and other taxes and duties that may be applicable shall be in addition to, and the Client must pay the amount of GST and other taxes and duties to Magnum Australia at the same time as, the Charges, except to the extent such taxes and duties are expressly included in the Charges.

5 Hire Period

5.1 Charges shall be payable for the period from the time the Equipment is either:

(a) collected by the Client from Magnum Australia's premises; or

(b) delivered to the Client's nominated address, and

shall continue to accrue until the Equipment is returned to Magnum Australia's premises, or until the expiry of the Minimum Hire Period, whichever last occurs ("Hire Period").

5.2 No allowance or reduction of Charges whatever can be made for time during which the Equipment is not in use for any reason, unless Magnum Australia confirms special prior arrangements in writing. In the event of

35 PARKHURST DRV, KNOXFIELD, VICTORIA, AUSTRALIA
MEMBER OF THE HAVILAND GROUP OF COMPANIES

www.magnumaustralia.com

e-mail: tanks@magnumaustralia.com



Equipment breakdown, provided the Client notifies Magnum Australia immediately, Charges may not be payable during the time the Equipment is not working, if Magnum Australia accepts the condition of failure has resulted from product warrantable failure.

6 Delivery Of Equipment

- 6.1 Delivery of the Equipment shall take place when:
- (a) the Client takes possession of the Equipment at Magnum Australia's premises; or
 - (b) the Client takes possession of the Equipment at the Client's address (in the event that the Equipment is delivered by Magnum Australia or Magnum Australia's nominated carrier); or
 - (c) the Client's nominated carrier takes possession of the Equipment in which event the carrier shall be deemed to be the Client's agent.
- 6.2 It is expressly agreed that Magnum Australia shall be taken to have delivered the Equipment in accordance with this contract if at the delivery address (be it Magnum Australia's premises or the Client's nominated address) Magnum Australia (including Magnum Australia's or the Client's nominated carrier) obtains from any person a receipt or a signed delivery docket for the Equipment.
- 6.3 The costs of delivery of Equipment by Magnum Australia are in addition to the Price of that Equipment and shall be charged by Magnum Australia to the Client as part of the Charges.
- 6.4 The Client shall make all arrangements necessary to take delivery of the Equipment whenever it is tendered for delivery. In the event that the Client is unable to take delivery of the Equipment as arranged then Magnum Australia shall be entitled to charge a reasonable fee for redelivery.
- 6.5 Delivery of the Equipment to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Agreement.
- 6.6 The Client shall ensure Magnum Australia has free access to the site at which the Equipment is located. If there are any delays due to free access not being available then the Client shall be responsible and shall reimburse Magnum Australia for all fees (including labour and lost hire fees) associated with the Equipment being unavailable. The Client shall also be responsible for all other expenses and costs incurred by Magnum Australia due to delays in access to the Equipment.
- 6.7 The failure of Magnum Australia to deliver the Equipment (or any of it) shall not entitle either party to treat this contract as repudiated.
- 6.8 Magnum Australia shall not be liable for any loss or damage whatever due to failure by Magnum Australia to deliver the Equipment (or any of it) promptly, or at all, where due to Force Majeure.

7 Risk

- 7.1 For hired Equipment, all risk for the Equipment passes to the Client on dispatch ex Magnum Australia workshop being 35 Parkhurst Drive, Knoxfield, Victoria, 3180.
- 7.2 Where Equipment is sold to the Client, risk for the Equipment passes to the Client immediately upon the Equipment leaving Magnum Australia's premises and the Client shall be responsible for insuring the Equipment adequately.
- 7.3 Where Equipment is purchased by the Client if any of the Equipment is damaged or destroyed following delivery but prior to ownership passing to the Client, Magnum Australia is entitled to receive all insurance proceeds payable for the Equipment. The production of these terms and conditions by Magnum Australia is sufficient evidence of Magnum Australia's rights to receive the insurance proceeds without the need for any person dealing with Magnum Australia to make further enquiries.

35 PARKHURST DRV, KNOXFIELD, VICTORIA, AUSTRALIA
MEMBER OF THE HAVILAND GROUP OF COMPANIES

www.magnumaustralia.com

e-mail: tanks@magnumaustralia.com



- 7.4 Where the Client hires Equipment then the Client:
- (a) accepts full responsibility for the safekeeping of the Equipment and indemnifies and shall keep indemnified Magnum Australia from and against for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client;
 - (b) accepts full responsibility for and indemnifies and shall keep Magnum Australia indemnified from and 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 of the Equipment during the hire period howsoever arising and whether or not arising from any negligence, failure or omission of the Client or any other persons; and
 - (c) will insure, Magnum Australia's interest in the Equipment for the full value of the Equipment at all times during the Hire Period against physical loss or damage including, but not limited to, the perils of accident, fire, theft, destruction and burglary and all other usual risks and will effect adequate public liability insurance covering any loss, damage or injury to any person or property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 8 Title**
- 8.1 The Equipment is and will at all times remain the absolute property of Magnum Australia, unless the Equipment is purchased by the Client, in which circumstance the Client acknowledges and agrees that ownership of the Equipment shall not pass until:
- (a) the Client has paid in full to Magnum Australia all amounts owing for the particular Equipment; and
 - (b) the Client has met all other obligations due by the Client to Magnum Australia in respect of all contracts between Magnum Australia and the Client,
- and until such time as ownership of the Equipment shall pass from Magnum Australia to the Client, Magnum Australia may give notice in writing to the Client to return the Equipment to Magnum Australia. Upon such notice the rights of the Client to obtain ownership or any other interest in the Equipment shall cease.
- 8.2 For purchased Equipment it is further agreed that:
- (a) where practicable, the Equipment shall be kept separate and identifiable until Magnum Australia shall have received payment and all other obligations of the Client are met; and
 - (b) the Client is only a bailee of the Equipment and, until such time as Magnum Australia has received payment in full for the Equipment, the Client shall hold any proceeds from the sale or disposal of the Equipment, up to and including the amount the Client owes to Magnum Australia for the Equipment, on trust for Magnum Australia; and
 - (c) the Client shall not deal with the proceeds held on trust for Magnum Australia in any way which may be adverse to Magnum Australia; and
 - (d) the Client shall not mortgage, charge or pledge for credit the Equipment in any way nor grant nor otherwise give any interest in the Equipment while it remains the property of Magnum Australia; and
 - (e) Magnum Australia can issue proceedings to recover all Charges for the Equipment sold notwithstanding that ownership of the Equipment may not have passed to the Client.
- 8.3 Irrespective of whether Equipment is hired or purchased, until full payment is made for the Equipment, Magnum Australia reserves the right to take possession and dispose of Equipment as it sees fit and; to that end, Magnum Australia or Magnum Australia's agent may 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

- 8.4 Receipt by Magnum Australia 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 made available in immediately available funds.

9 Defects

- 9.1 The Client shall inspect Equipment on delivery and shall within twenty-four (24) hours (time being of the essence) notify Magnum Australia of any alleged defect, shortage in quantity, damage or failure to comply with the description or quotation. The Client shall afford Magnum Australia an opportunity to inspect the Equipment within a reasonable time following delivery if the Client believes the Equipment is defective in any way. If the Client shall fail to comply with these provisions, delivery of the Equipment shall be conclusive evidence that the Equipment accords in every respect with its description, is in good repair and condition, is in good and substantially working order and condition, is complete and is free from any defect or damage. For defective Equipment, the Client acknowledges and agrees that, to the maximum extent permitted by law, the liability of Magnum Australia (and any manufacturer of the Equipment) is limited, at Magnum Australia's election, to either repairing or replacing the Equipment.
- 9.2 Purchased Equipment will not be accepted for return other than in accordance with 9.1 above.

10 Warranty and liability

- 10.1 For all Equipment, no warranty is provided by Magnum Australia in respect of the condition of the Equipment or its fitness for any particular purpose. To the maximum extent permitted by law and except as expressly provided in this Agreement, no term, warranty, condition or representation (whether express or implied) relating to the Equipment is give or made by Magnum Australia.
- 10.2 Where the Client purchases second hand Equipment, and subject to the conditions of warranty set out in clause 10.3, Magnum Australia warrants that if any defect in any workmanship of Magnum Australia becomes apparent and is reported to Magnum Australia within twelve (12) months of the date of delivery (time being of the essence) then Magnum Australia will either (at Magnum Australia's sole discretion) replace or remedy the workmanship.
- 10.3 The conditions applicable to the warranty given by clause 10.2 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain the Equipment; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by Magnum Australia; or
 - (iii) any use of any Equipment otherwise than for any application specified on a quotation or order form; or
 - (iv) the continued use of any Equipment after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or Force Majeure; and
 - (b) the warranty shall cease and Magnum Australia shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Magnum Australia's consent.



- 10.4 To the maximum extent permitted by law, the liability of Magnum Australia under the warranty under clause 10.2 is limited, at Magnum Australia's election, to repair or replacement of the Equipment. Magnum Australia shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 10.5 Magnum Australia, under no circumstances, will be liable to the Client for any contingent, indirect, consequential, special or punitive loss or damage (whether in contract, tort or otherwise) arising from or in connection with use, operation or keeping of the Equipment.

11 Client's Responsibilities for Hired Equipment

11.1 The Client shall:

- (a) comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable, and all occupational health and safety laws relating to the Equipment and operation (including, without limitation, the obtaining of any necessary permits or approvals);
- (b) ensure that all persons operating the Equipment wear appropriate safety gear (if applicable), are suitably instructed in its safe and proper use (accredited by Magnum Australia's training program) 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 Magnum Australia upon demand;
- (c) notify Magnum Australia immediately by telephone of the full circumstances of any mechanical breakdown, fault or accident or if repairs become necessary for the Equipment. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;
- (d) satisfy itself at commencement that the Equipment is suitable for its purposes;
- (e) at the Client's own expense, clean, re-fuel, lubricate, service engines, service/replace filters and provide daily maintenance for the Equipment and keep it in good and substantial repair, order and condition and in roadworthy condition in accordance with the operator's manual (including, but not limited to, repairing damage to paintwork and/or flat or damaged tyres and otherwise making all repairs (whether major or minor) to the Equipment to keep the Equipment in good and substantial repair, order and condition and roadworthy condition) provided that the Client must not undertake, or permit or engage any other person to undertake, any repairs of any kind to the Equipment without first obtaining the prior consent of Magnum Australia;
- (f) maintain the motor vehicle registration for the Equipment at all times during the period of hire of the Equipment;
- (g) on termination of the hire, deliver the Equipment complete with all parts and accessories clean and in good order as delivered (fair wear and tear accepted) to Magnum Australia;
- (h) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to take a lien over the Equipment for any reason;
- (i) 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;
- (j) employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any other work;
- (k) not pledge Magnum Australia's credit for repairs to hired Equipment, unless with prior written authorisation of Magnum Australia;
- (l) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold.



- 11.2 The Client shall at all times provide at his own expense a competent and experienced operator of the Equipment.
- 11.3 The Client shall indemnify and keep indemnified Magnum Australia from and against all or any loss or damage suffered or incurred by Magnum Australia (including, without limitation, in respect of all claims in respect of injury or death to persons and damage to property) howsoever caused and arising out of the Client's use, operation or keeping of the Equipment.
- 11.4 The Client shall ensure that the operator and all work personnel, servants, contractors and agents using or operating the Equipment or who may under any circumstances be at risk as a result of the use of operation of the Equipment are covered at all times by workers compensation insurance or such other insurance as a prudent operator of the Equipment would consider reasonably necessary.
- 11.5 The Client shall not do or permit or suffer to be done anything which might or could prejudice any insurance policy effected pursuant clause 7 to this clause 11 or any claim under such policy or Magnum Australia's interest in the Equipment.
- 11.6 The Client shall furnish to Magnum Australia copies of all policies or certificates of insurance effected pursuant to clause 7 or this clause 11 at the commencement of the Agreement and thereafter on demand.
- 11.7 Immediately on demand by Magnum Australia the Client will pay:
- (a) the new list price of any Equipment that is for whatever reason destroyed, lost, or not returned to Magnum Australia;
 - (b) all costs incurred in cleaning the Equipment;
 - (c) all costs of repairing any damage (including that to paintwork) caused by the ordinary use of the Equipment up to an amount equal to 10% of the new list price of the Equipment;
 - (d) the cost of repairing any damage to the Equipment caused by the negligence of the Client or the Client's agent, employees or contractors;
 - (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in Magnum Australia's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client.

12 Wet Hire

- 12.1 In the event of hire of the Equipment together with an operator from Magnum Australia, the operator of the Equipment remains an employee of Magnum Australia and operates the Equipment in accordance with the Client's instructions. Magnum Australia shall not be liable for any loss or damage of any kind arising from or in connection with the actions of the operator in following the Client's instructions.

13 Intellectual Property

- 13.1 Where Magnum Australia has designed, drawn or written documents relating to the Equipment, then the copyright in those designs and drawings and documents shall remain vested in Magnum Australia, and shall only be used by the Client at Magnum Australia's discretion.

14 Cancellation

- 14.1 Magnum Australia may cancel these terms and conditions or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice. On giving such notice, Magnum Australia shall repay to the Client any sums paid in respect of the Charges. Magnum Australia shall not be liable for any loss or damage whatever arising from such cancellation.



- 14.2 In the event that the Client cancels delivery of the Equipment, the Client shall be liable for any loss incurred by Magnum Australia (including, but not limited to, any loss of profits) up to the time of cancellation.

15 Default & Consequences Of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment in full together with interest, at a rate equivalent to two percent (2%) higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* (such interest to compound monthly).
- 15.2 In the event that the Client's payment is dishonoured for any reason, the Client shall be liable for any dishonour fees incurred by Magnum Australia.
- 15.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Magnum Australia from and against all costs and disbursements incurred by Magnum Australia in pursuing the debt including legal costs on a solicitor and own client basis and Magnum Australia's collection agency costs.
- 15.4 Without prejudice to any other remedies Magnum Australia may have, if at any time the Client is in breach of any obligation (including those relating to payment) Magnum Australia may repossess the Equipment under clause 8.3, or suspend or terminate the supply of Equipment to the Client and any of its other obligations under the terms and conditions. Magnum Australia will not be liable to the Client for any loss or damage the Client suffers because Magnum Australia has exercised its rights under this clause.
- 15.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 15.6 Without prejudice to Magnum Australia's other remedies at law, Magnum Australia shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies Magnum Australia may have and all amounts owing to Magnum Australia shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Magnum Australia becomes overdue, or in Magnum Australia's 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.

16 Security And Charge

- 16.1 Despite anything to the contrary contained herein or any other rights which Magnum Australia may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Magnum Australia or Magnum Australia's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that Magnum Australia (or Magnum Australia's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met;
 - (b) should Magnum Australia elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Magnum Australia from and against all Magnum Australia's costs and disbursements including legal costs on a solicitor and own client basis; and

35 PARKHURST DRV, KNOXFIELD, VICTORIA, AUSTRALIA
MEMBER OF THE HAVILAND GROUP OF COMPANIES

www.magnumaustralia.com

e-mail: tanks@magnumaustralia.com



(c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Magnum Australia or Magnum Australia's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 16.1.

17 Privacy Act 1988

- 17.1 The Client and/or the Guarantor/s consent to Magnum Australia obtaining from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by Magnum Australia.
- 17.2 The Client and/or the Guarantor/s agree that Magnum Australia 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 the 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 the Client and/or Guarantor/s.
- 17.3 The Client consents to Magnum Australia being given a consumer credit report to collect overdue payment on commercial credit .
- 17.4 The Client agrees that personal credit information provided may be used and retained by Magnum Australia for the following purposes and for other purposes as shall be agreed between the Client and Magnum Australia or required by law from time to time:
- (a) the provision of Equipment on hire or sale; and/or
 - (b) marketing of services by Magnum Australia, its agents or distributors in relation to the Equipment; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Equipment on hire or sale; 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 hire of the Equipment.
- 17.5 Magnum Australia 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.

18 General

- 18.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable those provisions shall be severed and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.



MAGNUM AUSTRALIA P/L

ABN: 66 134 090 243

-
- 18.3 Magnum Australia shall be under no liability whatever to the Client for any indirect loss and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Magnum Australia of these terms and conditions.
 - 18.4 In the event of any breach of this contract by Magnum Australia, the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Magnum Australia exceed the total Charges.
 - 18.5 The Client shall not be entitled to set off against or deduct from the Charges any sums owed or claimed to be owed to the Client by Magnum Australia.
 - 18.6 Magnum Australia may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - 18.7 Magnum Australia shall not be liable for any default due to Force Majeure.
 - 18.8 The failure by the Client to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Client's right to subsequently enforce that provision.
 - 18.9 In the event that the Hirer is more than one person, each shall be jointly and separately liable under this Agreement.

MAGNUM AUSTRALIA P/L
ABN: 66 134 090 243

35 PARKHURST DRV, KNOXFIELD, VICTORIA, AUSTRALIA
MEMBER OF THE HAVILAND GROUP OF COMPANIES

www.magnumaustralia.com
e-mail: tanks@magnumaustralia.com