

TERMS OF HIRE SEPTEMBER 2025

1. Hire Agreement

- 1.1 A Hire Agreement is formed on and from the Commencement Date that applies to all Equipment hired by the Customer (you, your, yours). Global Welding Technologies Group Pty Ltd, trading as W.E.S.S., ABN 67 634 066 452 (we, us, our), will hire the Equipment to you and you will take the Equipment on hire from us for the Hire Period and on the terms and conditions set out in this document and the Hire Schedule.

2. Hire Period

- 2.1 The Hire Period commences on the earlier of the following:
- (a) the Commencement Date;
 - (b) when you take possession of the Equipment; or
 - (c) if you request delivery of the Equipment, the time we deliver the Equipment to the address in the Hire Schedule, or other address as advised by you.
- 2.2 The Hire Period is the period commencing on the Commencement Date and ending on the Return Date. If the Equipment is not returned by the Return Date, this agreement will (without prejudice to your obligations and our rights under clause 11) continue for an indefinite term and will then end when the Equipment is back in our control or possession.
- 2.3 The Hire Period includes weekends and public holidays.
- 2.4 A Minimum Hire Period may apply in respect of certain items of Equipment. We will advise you at the time of hiring if a Minimum Hire Period applies.
- 2.5 If you return the Equipment to us before the Return Date or expiration of the Minimum Hire Period, you must pay the full Hire Fee in respect of the period ending on the Return Date or the Minimum Hire Period.

3. Hire Fee

- 3.1 You must pay us the Hire Fee (plus GST) set out in the Hire Schedule. The Hire Schedule will specify the rate which applies to you and the method of calculation.
- 3.2 You will be charged for the hire of Equipment for the full Hire Period. You must continue to pay the Hire Fee and other additional charges until the Equipment is returned to us (unless we notify you otherwise in writing of an earlier off-hire date).
- 3.3 We may increase our Hire Fee annually based on increases in the Consumer Price Index, as published from time to time by the Australian Bureau of Statistics. We will notify you in writing of any increase in the Hire Fee. If you do not accept the increase in the Hire Fee, you must return the Equipment to us within 14 days after receipt of the increase notice. You will not be entitled to claim a refund if you continue to use the Equipment for more than 14 days after receipt of the increase notice, the increased Hire Fee will become effective.
- 3.4 We may charge you interest at a rate of 5% per annum or the maximum amount permitted by law, whichever is less, on all overdue amounts until they are paid in full.
- 3.5 If we must take steps or action to recover any amount due to us, you are responsible for all reasonable costs and disbursements (including reasonable legal fees on a full indemnity basis) incurred by us in recovering the monies due.

4. Additional Charges

- 4.1 In addition to the Hire Fee, you agree to pay:
- (a) for any consumables, fuel or trade materials we supply to you;
 - (b) for fuel where you return Equipment to us that requires refuelling;
 - (c) Excess Hourly Rates if non-static Equipment

- (including but not limited to mechanical or motor driven Equipment and Industrial Welding Power Sources) are used by you for more than 12 hours per day;
- (d) cleaning and repair charges if you do not return the Equipment in clean and good working condition;
- (e) delivery, collection or installation charges if you require us to deliver, collect, install or decommission the Equipment, as detailed in the Hire Schedule. Additional Hire Charges may also apply if:
 - (i) the nominated time for delivery or collection of the Equipment is delayed by you or is outside of normal business hours;
 - (ii) the delivery or pick up location is outside of a 25 km radius of our location; or
 - (iii) delivery, collection or installation is cancelled by you within 24 hours of the agreed time.
- (f) a charge for pumping out waste tanks or refilling water or fuel tanks;
- (g) any stamp duty or GST arising out of this agreement and any other applicable levies, fines, penalties and any other government charges arising out of your use of the Equipment;
- (h) any applicable charges for credit payments (we will be entitled to apply a surcharge if you elect to pay by credit card);
- (i) if you request operational guidance or training on the use of the Equipment and our staff is available to provide this, the cost for the provision of these services at rates agreed with us;
- (j) charges in connection with the administration of this agreement;
- (k) any reasonable charges incurred by us if we are unable to inspect or carry out maintenance on the Equipment during normal working hours.

5. Delivery and Returns

- 5.1 You must, at your own cost, arrange for pick up or delivery of the Equipment to the Delivery Address and return of the Equipment to the Return Address on or before the Return Date.

6. Your Warranties

- 6.1 You warrant to us that:

- (a) you are a competent user of the Equipment and acknowledge review of product Safety Warning information and Product Safety Data Sheet (if applicable) and understand the dangers of incorrect use or installation of the Equipment;
- (b) you have not relied on any representations made by or on behalf of us; and
- (c) you are satisfied as to the suitability and condition of the Equipment and that the Equipment is fit for your purpose.

7. Your Obligations

- 7.1 You must:

- (a) use, operate and possess the Equipment at your own risk and only for the purpose for which it was designed by the manufacturer;
- (b) keep and maintain the Equipment properly serviced and in working order;
- (c) report any damage to, or loss of the Equipment to us immediately;
- (d) operate the Equipment safely and strictly in accordance with all applicable laws, recognised methods and standards for equipment of its type and only by competent and properly qualified, trained and licenced personnel;
- (e) comply with the instructions and recommendations of us or the manufacturer

relating to the Equipment;

- (f) comply with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the Equipment; and
- (g) ensure the Equipment is stored safely and securely at all times.

- 7.2 You must not:

- (a) in any way alter, modify, tamper with, damage or repair the Equipment without our prior written consent;
- (b) deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Equipment;
- (c) remove the Equipment from the State or Territory in which you hired it without our prior written consent.

- 7.3 Any electrical Equipment will be tested and tagged before it is hired to you. If, during the Hire Period, the Equipment requires re-testing and re-tagging, you must do so at your own cost and in accordance with the manufacturer's instructions, the applicable Australian standards, and regulatory authority requirements. If you are unable to do so, we may re-test and re-tag the Equipment at your cost. You are liable for any damage caused to the Equipment resulting from any re-testing or re-tagging carried out by you.

8. Title to Equipment and Repossession

- 8.1 You acknowledge that we retain full title to the Equipment and that you only have the right to possess and use the Equipment as bailee in accordance with these Hire Terms.
- 8.2 We may at any time terminate this agreement and repossess the Equipment if you breach these Hire Terms and fail to remedy the breach within 7 days of written notification of the breach or where in our reasonable opinion you are, or are at risk of becoming, subject to an Insolvency Event (as defined in clause 8.8 below).
- 8.3 You must do anything required by us to preserve our title and rights to the goods.
- 8.4 You must notify any person attempting to seize the Equipment of our ownership and must give immediate written notice to us of such seizure.
- 8.5 You must not offer, sell, assign, sub-let, lend, charge, pledge, mortgage, let on hire, create any form of security interest over or part with or attempt to part with possession of, or otherwise deal with, the Equipment.
- 8.6 You must protect our interest in the Equipment, including by making clear to others that we are the owner of the Equipment. You must not place, or allow to be placed, on the Equipment any plates or marks that are inconsistent with our ownership. If requested by us, you must put plates or marks supplied by us on the Equipment that state that we own them.
- 8.7 You must on demand reimburse us for all costs, charges, expenses, fees, disbursements (including all reasonable legal costs on a full indemnity basis) paid or incurred by us in connection with:
- (a) any breach, default or repudiation of this agreement by you; and
 - (b) the exercise or attempted exercise of any right, power, privilege, authority or remedy of us under this agreement, including all amounts incurred in repossessing the Equipment from you under this agreement.
- 8.8 The following constitutes an "Insolvency Event":
- (a) a receiver, receiver and manager, liquidator, provisional liquidator, trustee, administrator, controller, inspector appointed under any

TERMS OF HIRE SEPTEMBER 2025

companies or securities legislation, or another similar official, is appointed in respect of you or any of your property, or any security is enforced over any substantial part of your assets; or

(b) you cease to carry on all or substantially all of your business, are unable to pay your debts when due, or are deemed unable to pay your debts under any law, or make an assignment for the benefit of, or enter into or make any arrangement or compromise with, your creditors or threaten to do so, or stop payments to your creditors generally.

9. Condition of Equipment

- 9.1 You must, at your own cost, maintain the Equipment and ensure it is properly serviced, in proper working order and condition and in good and substantial repair.
- 9.2 You are responsible to us for any loss of or damage to the Equipment that occurs other than as a result of normal wear and tear. You must give reasonable notice to us in writing of any such loss or damage of a substantial or material nature in excess of normal wear and tear.
- 9.3 You are responsible for the cost of all consumables to be used with the Equipment, and the cost of repair or replacement for any damages caused to the Equipment by you.
- 9.4 We are responsible for all repairs and replacement of the Equipment which arise from fair wear and tear.

10. Break Down, Lost, Stolen or Damaged Equipment

- 10.1 If the Equipment breaks down, becomes unsafe to use, is lost, stolen or damaged during the Hire Period you must:
- in the case of damage, unsafe use or breakdown, immediately stop using the Equipment;
 - immediately notify us and provide all relevant particulars of the incident;
 - for incidents of theft, promptly report the incident to the police and provide us with a written police report;
 - not repair or attempt to repair the Equipment without our written consent.
- 10.2 If the Equipment breaks down, becomes unsafe to use or is damaged:
- because of fair wear and tear; or
 - in connection with any act or omission of us, then, upon receiving notice from you in accordance with clause 9.2, we will take all reasonable steps to repair the Equipment or provide a suitable replacement, at our cost, as soon as reasonably possible.
- 10.3 If the Equipment:
- breaks down, becomes unsafe to use or is damaged:
 - for any reason other than as a result of fair wear and tear or our act or omission;
 - in connection with any act or omission of you or any other third party; or
 - is lost or stolen during the Hire Period, then, upon receiving notice from you under clause 9.2, we will take all reasonable steps to repair the Equipment or provide a suitable replacement as soon as reasonably possible, and you are liable for:
 - the costs and expenses suffered or incurred by us to recover, repair or replace the Equipment; and
 - the Hire Fee for the portion of the Hire Period during which the Equipment was broken down,

unsafe, damaged and/or being recovered, repaired or replaced.

11. Return of Equipment

- At the Return Date or upon early termination of this agreement, you must deliver the Equipment in the condition required by clause 9.1 to the Return Address at your expense.
- If the Equipment is not returned to us at the time required in clause 9.1, we may retake possession of the Equipment. For that purpose, we and our employees and agents may, without notice, liability or legal process, enter any premises, including the Location, where we suspect the Equipment may be located in order to search for and remove the Equipment without committing a trespass (even though the Equipment may be attached or annexed to other goods or land which is not your property) and for this purpose you irrevocably license us to enter such premises and undertake that you will procure any necessary authority to enter from any relevant person and also indemnify us from and against all loss suffered or incurred by us as a result of exercising such rights.

12. Our liability to you

- 12.1 Nothing in this agreement limits any rights that you have under the Competition and Consumer Act 2010 (Cth) or any other mandatory law, however all other warranties and conditions that the law implies are excluded except those that cannot be excluded.
- 12.2 Notwithstanding any other clause of this agreement, to the extent permitted by law and whether arising in contract, tort (including negligence), equity, warranty, indemnity, statute or otherwise:
- our aggregate Liability arising out of or in connection with this agreement is limited to an amount equal to the Hire Fees paid by you under this agreement; and
 - we are not liable for any Consequential Loss howsoever caused or for any loss suffered by third parties under or in connection with this agreement, where "Consequential Loss" means indirect or special loss or damage, loss of actual or anticipated profit, loss of business, business interruption, loss of overhead, loss of contract, loss of revenue or loss of opportunity or wasted costs.
- 12.3 Subject to clause 12.4, and except as expressly set out in this agreement, all guarantees, terms, conditions, warranties, undertakings or representations whether express or implied, statutory or otherwise, relating to this agreement are excluded to the maximum extent permitted by law.
- 12.4 Where we are not able to exclude a guarantee, term, condition, warranty, undertaking or representation by law in relation to this agreement (Non-Excludable Provision), then our liability for breach of a Non-Excludable Provision is limited to (at our option) the repair or replacement of the Equipment.

13. Personal Property Securities Act

- 13.1 You acknowledge that these Hire Terms may create a security interest and PPSA lease as defined in section 13 of the Personal Property Securities Act 2009 (Cth) (PPSA).
- 13.2 To the extent permitted by law, you agree to waive any rights you may have under sections 95, 118, 120, 121(4), 123, 125, 126, 130, 132(3)(d), 132(4), 134(1), 135, 142, 143 and 157 of the PPSA and the

parties agree that sections 96 and 117 of the PPSA do not apply to these Hire Terms.

- 13.3 Without limiting clause 13.2, we do not need to give you any notice required under the PPSA, including a notice of a verification statement, unless the requirement for the notice cannot be excluded.
- 13.4 You will do everything reasonably required of you by us to enable us to correctly register and maintain our security interest(s) in the Equipment. This includes notifying us immediately in writing if you change any of your details that are required to register a financing statement under the PPSA.
- 13.5 You indemnify us against all reasonable direct costs associated with enforcing our security interest(s) in the Equipment (including reasonable legal fees on a full indemnity basis).
- 13.6 Neither party will disclose information of the kind mentioned in section 275(1) of the PPSA, and you will not authorise, and will ensure that no other party authorises, the disclosure of such information.

14. Termination

- 14.1 Either party may terminate this agreement immediately by giving notice to the other party, if the other party breaches any term of the agreement and fails to remedy the breach within 7 days of written notification of the breach.

15. Privacy

- 15.1 We may need to collect personal information about you and your agents, contractors or employees, including their full name and address, drivers licence details, credit card details, date of birth, and credit or business history. You consent, and must procure that your agents, contractors and employees consent, to us using their personal information in order to:
- fulfill functions associated with the hire of Equipment to you, including assessing the your credit worthiness;
 - provide services to you; and
 - market our products and services to you and maintain a customer relationship with you.
- 15.2 You consent to us disclosing your personal information:
- to any credit provider or credit reporting body for the purposes of obtaining information about your consumer or commercial credit or business history or your commercial activities or credit worthiness; and
 - to our service providers, contractors and affiliated companies from time to time to help improve and market their products and services to you.
- 15.3 You and your agents, contractors or employees have the right to access and correct the personal information we hold about you and them and to make a privacy complaint.
- 15.4 Further information is available in our privacy policy and credit reporting policy, which are available at www.wess.com.au.

16. Governing law and jurisdiction

- 16.1 The validity, interpretation, enforceability, and performance of these Hire Terms is governed by and must be construed in accordance with the laws applicable in South Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.