1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Accessories means items to be used in conjunction with or to facilitate the use of the Equipment or the Customer's Equipment and which are provided by OEG or the Customer with the Equipment or the Customer's Equipment (as the case may be);

Agreement means the agreement between OEG and the Customer for:

(a) The supply of Services;

(b) Hire of Equipment; or

(c) Sale of Equipment

or any combination of the above as specified in the Schedule and on the terms of these General Terms and Conditions, both of which constitute a part of this Agreement;

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the State or Territory of the point of origin set out in the Schedule;

Consequential Loss includes any loss of profits, loss of revenue, pure economic loss, loss of any contract value, loss of anticipated profit or damages for lost opportunity.

Customer means the customer identified on the Schedule;

Customer's Equipment means the customer's owned equipment, not belonging to OEG and includes its Accessories;

Customer Purchase Order means any document, including any purchase order, presented by the Customer in contemplation of the provision or Services, or the hire of, or purchase of, any Equipment;

DNV means Det Norske Veritas;

Duration of Hire means the period set out in the Schedule, commencing and expiring on the dates set out in the Schedule;

Equipment means OEG's equipment detailed in the Schedule and includes its Accessories;

Event of Default means any of the events, omissions or occurrences specified in clause 11.1

Fair Wear and Tear as defined in Appendix A

General Terms and Conditions means this document;

Insolvency Event means, in respect of a party, one or more of the following events or circumstances:

(a) Subject always to the Ipso-Facto Laws:

- (i) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;
- (ii) having a controller or analogous person appointed to it or any of its property;
- (iii) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any provision of the Corporations Act or any other Law;
- (iv) seeking protection from its creditors under any Law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors; or
- (v) any analogous event or circumstance to those described in preceding sub-clauses (i) to (iv) of this definition,

(b) A party failing to give notice within 2 Business Days of the occurrence of an event in sub-clauses (a)(i) to (a)(iv) of this definition (inclusive) in respect of the party, and providing to the other party's satisfaction that the party will be able to comply with its obligations under this Hire Agreement; or

(c) A party, having received a notice sent in good faith by the other party requiring the Party to demonstrate to the other party's satisfaction that the party will be likely to be able to comply with its obligations under this Agreement to the reasonable satisfaction of the other party, fails to respond within 10 Business Days or fails to reasonable satisfy the other party within that time.

Ipso Facto Laws means a statutory moratorium on the reliance upon termination of a contract due to the fact of insolvency including those contained in section 415D, 434J, 451E of the Corporations Act.

Load Testing means testing in accordance with DNV 2.7-1 and any other load testing that may be required following repair to any primary structure members of a container.

OEG means OEG Offshore Pty Ltd (ACN 082 596 174) of 84 Allen Road, Forrestdale Western Australia 6112;

OEG Person means OEG and each officer, director, employee, representative and agent of and secondee to each of them including an Operator;

Operator means an employee or contractor of OEG who performs Services for the Customer at a Worksite;

Personal Information has the meaning given in the Privacy Act;
Point of origin means the point of origin, collection point, commencement point of works, pertaining to the relevant Equipment Purchase, or Hire Equipment, or Services as detailed in the Schedule
PPSA means the *Personal Property Securities Act 2009 (Cth)* and any regulations made pursuant to it;
PPSR means the Personal Property Securities Register established pursuant to the PPSA;
Purchase Money Security Interest has the same meaning as under the PPSA**;**
Privacy Act means the Privacy Act 1988 (Cth);
Related Body Corporate has the same meaning as in the *Corporations Act 2001* (Cth);
Schedule means the Schedule to which these General Terms and Conditions are attached, and any other documents in a form approved by OEG to record the scope of the supply of Services, rental of Equipment, or purchase of Equipment, as the case may be.
Services means the services described in the Schedule including Hire that OEG will perform for the Customer;
Security Interest has the same meaning as in the PPSA.
Standards means the Equipment manufacturing design codes and standards including but not limited to:

- DNV 2.7-1 - Offshore Containers
- DNV 2.7.2 - Offshore Service Modules
- DNV 2.7-3 – Portable offshore units
- Standards Australia AS 1666.1 - 2009 – Wire-ropes and Slings - Product specification
- Standards Australia AS 1666.2 - 2009 – Wire-ropes and Slings – Care and use
- Standards Australia AS EN12079 Offshore Containers and Associated lifting sets (parts 1, 2 and 3)
- BS EN13414 Steel Wire Rope
- UK CAA CAP 437 – Offshore Helicopter Landing Area – Guidance of Standards
- IMDG Code – International Maritime Dangerous Good Code
- ADG – Australian Dangerous Good Code
- International Tank Container Organisation – Acceptable Container Condition
- International Convention for Safe Containers 1972
- IMO MSC / CIRC, 860 guidelines for approval of offshore containers handled in open seas
- Australian Maritime Safety Authority – Marine Orders 32

WHS Laws means the *Work Health and Safety Act 2020* (WA) and the *Work Health and Safety (General) Regulations 2022*, and any other laws, instruments and standard relating to the health and safety of workers while they are working;
WHS Plan means a workplace health and safety management plan, which is to ensure that health and safety of workers while they are providing the Services, required under the WHS Laws.
Worksite means the location where an Operator will perform Services for the Customer, as identified in the Schedule.

1.2 Interpretation

In these General Terms and Conditions, unless the context otherwise requires:

(a) The singular includes the plural and vice versa, and a gender includes other genders;

(b) Other grammatical forms of a defined word or expression have corresponding meanings;

(c) A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to this document includes any schedules and annexures;

(d) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) A reference to $ is a reference to Australian dollars or such other lawful currency of the State or Territory;

(f) A reference to time is to the time in the State or Territory of the point of origin set out in the Schedule;

(g) A reference to party includes the party's executors, administrators, successors, assigns and substitutes;

(h) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(k) Any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) is for the benefit of and binds them jointly and severally;

(l) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;

(m) The words "include", "includes" and "including" are not words of limitation; and

(n) If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for the ease of reference only and do not affect interpretation.

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2. ACCEPTANCE OF TERMS AND CONDITIONS

2.1 Acceptance

(a) The Customer agrees to:

(i) obtain the Services from OEG;

(ii) hire the Equipment from OEG; or

(iii) purchase the Equipment from OEG,

on the terms contained in this Agreement.

(b) This Agreement is accepted by both parties on the earlier of:

(i) the day on which the Customer communicates its acceptance of this Agreement by any means;

(ii) the Commencement Date for the provision of Services as stipulated in the Schedule;

(iii) the Hire Period Start Date as stipulated in the Schedule; or

(iv) the day on which OEG agrees to sell, and the customer agrees to buy the Equipment for the purchase price in accordance with clause 5.

(c) The terms of this Agreement applies to each occasion that the Customer requests a supply of Services, rents Equipment, or purchases Equipment from OEG, with the particulars of the Services, rental or purchase forming part of this Agreement, except where terms which supersede the terms of this Agreement have been provided to the Customer for acceptance.

(d) Each Schedule forms part of this Agreement. The failure by the Customer to comply with any provision of the Schedule shall constitute a breach of this Agreement.

(e) The Customer agrees that:

(i) each request (“Request”) for:

(A) the supply of Services from OEG;

(B) the hire of Equipment from OEG; or

(C) the purchase of Equipment from OEG,

shall be subject exclusively to the terms contained in this Agreement;

(ii) any document or form issued by the Customer, including any purchase orders issued by the Customer, shall not form part of, and shall have no effect on, this Agreement;

(iii) this Agreement shall take precedence over, and supersede any other terms, including any terms presented by the Customer to OEG in respect of any Customer Purchase Order, whether such terms are presented prior to or subsequent to the acceptance of this Agreement.

(f) OEG may accept a Request by:

(i) issuing a written confirmation to the Customer, including by way of a Schedule; or

(ii) other written notice to the Customer; or

(iii) making the Equipment for hire or purchase in accordance with the Request, or the commencement of the supply of Services in accordance with the Request,

in which case this Agreement will govern the supply of Services, rental of Equipment, or purchase of Equipment.

(g) OEG has no obligation to accept any Request or any other document issued by the Customer except the Request in the form required by OEG from time to time.

(h) If OEG in its discretion accepts a request on any other document issued by the Customer which is expressed to include terms and conditions which are different from or inconsistent with this Agreement, and if a court of competent jurisdiction determines that despite clause 2.1(e)(iii), the Customer's terms shall only apply to that request without affecting the supply of any past or future Services, or the hire of, or purchase of, Equipment under this Agreement.

3 SUPPLY OF SERVICES

3.1 Application of this clause

This clause applies to the provision of Services by OEG to the Customer.

3.2 Services

(a) OEG shall use commercially reasonable efforts to perform the Services. OEG is an independent contractor and may, at its discretion, determine the method, details, and means of performing the Services.

(b) OEG may, at its discretion, subcontract some or all of the Services without notice to the Customer. OEG shall perform the Services in a professional manner in accordance with the applicable Schedule.

(c) OEG shall re-perform any Services that do not conform to the standard referred to in sub-clause 3.2(b) if the Customer gives OEG written notice of the non-conformity within 5 business days after the completion of the Services.

(d) If the Customer does not give OEG such written notice, the Customer will be deemed to have accepted the Services.

(e) The Customer's sole and exclusive remedy with respect to the Services is the remedy set forth in this clause 3.2 .

3.3 Change Orders

(a) The Customer may request changes to the Services by giving OEG at least fourteen (14) days' signed written notice ("Change Request"). Any change order shall be in writing and shall only be effective when signed and exchanged by both parties.

(b) Upon receipt of the Customer's Change Request, OEG may (but is not obliged to) provide the Customer with an updated estimate of the date on which the Services will be completed, and the additional cost of the Change Request.

(c) The Customer acknowledges and agrees that any requested change to the Services may result in:

(i) delay to the completion of the Services; or

(ii) additional fees being payable; or

(iii) both.

3.4 Price

(a) The Customer will pay OEG for the Services in accordance with the price and payment terms in the Schedule (or, in the case of Services which have been varied by a Change Request, the price and payment terms as notified by OEG to the Customer from time to time).

(b) The Customer acknowledges and agrees that the estimates provided in the Schedule regarding the total cost of Services are estimates only, and are not binding on OEG and subject to change. If OEG performs

for the Customer any follow-up or additional work not included within the scope of the Services, OEG will charge the Customer for such follow-up or additional work at OEG's then prevailing current rates.

(c) The Customer acknowledges that the Rate (as currently specified in the Schedule) payable to OEG shall be subject to annual review on each anniversary of the commencement date of the supply of the Services, and may be increased by OEG. Such increase shall take effect 14 days after the notice of the change in the Rates. The Customer is deemed to have accepted the increase in the Rates if it does not provide a Change Order which brings the Services to an end within 14 days of notice of the increase from OEG. A failure by OEG to give notice of an increase in the Rate before the relevant anniversary does not preclude OEG from giving notice later.

3.5 Expenses

Unless otherwise expressly stated, the Customer will be responsible for all costs OEG incurs in performing the Services, including costs of photocopying, travel, long distance telephone calls, express mail, lodging, and meals. OEG will either advance such costs on the Customer's behalf or ask the Customer to pay them directly or in advance. If OEG pays the fees in advance on the Customer's behalf, OEG will deliver periodically to the Customer an invoice listing all the expenses OEG incurred in providing the Services, along with reasonable backup documentation. The Customer will pay each invoice within 30 days after the Customer receives it.

3.6 Lien

If the amount owing to OEG, including the price and all expenses and any other amounts owing under this Agreement, have not been paid in full as and when due, OEG reserves the right to a general lien on, and to retain possession of, all property owned by the Customer, including any equipment upon which the Customer instructs OEG to perform the Services, until the Customer has fully satisfied the debt owing to OEG.

3.7 Customers Obligations

The Customer shall provide reasonable assistance to OEG in connection with the Services, including providing access to the Equipment, records, information, systems, and personnel reasonably required by OEG to perform the Services. The Customer shall be responsible for procuring all software, hardware, and equipment and obtaining any necessary permission from the vendors for OEG to perform its services using that software, hardware, and equipment. The Customer shall designate a single point of contact for the coordination of all activities and issues related to the Services. The Customer shall be responsible for:

(a) Complying with all applicable laws, including WHS Laws, ordinances, and regulations related to the Services and the Customer's facilities; and

(b) Providing OEG's personnel a safe work environment free of known safety or health hazards; and

(c) Complying with any other obligations as may be described in the applicable Schedule from time to time.

3.8 Operators

If the Schedule identifies an Operator, the Customer shall provide, at its own expense:

(a) All necessary power sources and other support equipment necessary for the Operator to perform the relevant Services;

(b) Reasonable sleeping and living accommodations for the Operator at the Worksite;

(c) An operating environment for the Equipment that complies with the applicable Equipment manufacturer's recommendations, WHS Laws, and any other applicable laws or regulations;

(d) A safe work environment free of known safety or health hazards and consistent with the Customer's obligations under WHS Laws;

(e) First aid and medivac as required for the Operator; and

(f) Transport to and from the Worksite.

The Customer acknowledges that the Customer is solely responsible for determining what Services the Operator will provide.

3.9 Substitution of Operators

(a) OEG may, at its discretion, substitute an Operator with another Operator after giving the Customer written notice of its intention to do so and the Customer shall cooperate with and assist OEG in making that

substitution.

(b) The Customer shall ensure that the Operator will remain at the Worksite for a period of time not longer than is considered to be appropriate in accordance with best practices in the industry, applicable health and safety laws, and any limits set by the administrator of the Worksite. If the foregoing standards require the Customer to replace the Operator, the Customer shall pay all replacement costs and an administration charge of an additional 20% of those costs (the "Substitution Costs"). The Substitution Costs shall include, without limitation, airfare, meal expenses, travel costs to and from the OEG's offices, and all other reasonable expenses. OEG will use commercially reasonable efforts to ensure that each Operator is available to be replaced (or substituted) in accordance with the Customer's normal working patterns and personnel rotations.

3.10 Workplace Health and Safety

To the extent that the Services require the provision of an Operator to perform the Services at the Worksite, the Customer must, in relation to all Operators and any other person in connection with the performance of the Services under this Agreement:

(a) Comply with all WHS Laws;

(b) Ensure that all WHS Laws and other standards, instruments or regulatory requirements relating to workplace health and safety are complied with during the term of this Agreement, and use its best efforts to minimise the risk of harm, death, injury, illness or damage to the public, the community or the environment;

(c) Consult with, and fully brief all Operators and all persons in connection with the performance of the Services under this Agreement in respect of:

(i) Worksite conditions;

(ii) matters affecting the health and safety of persons in respect of the Services to be performed;

(iii) other relevant matters or matters which require notification by the Customer to OEG under the relevant WHS Laws.

(d) Do all things necessary to ensure that the Operators and other persons working under its direction shall:

(i) take active steps including review of operating manuals to ensure that they are familiar with the safe operation and operating parameters;

(e) Immediately notify OEG and any relevant authority as required by WHS Laws in the event of any incident, near miss, safety breach, fine, penalty or investigation by a regulator which involves the Customer, its Personnel, OEG, or any Operator, and all persons in connection with the performance of the Services under this Agreement in connection with the provision of Services under this Agreement;

(f) Discharge all obligations under the WHS Laws of a person having the management or control of a workplace, and of any plant, other construction equipment or temporary works on the Worksite;

(g) Comply with obligations under the WHS Laws of a person who directs the carrying out of work or which relate to the carrying out of the Services (or any part of it) or any other activities on the Worksite, or the Worksite itself;

(h) Prior to the commencement of the supply of the Services, prepare and provide OEG with a copy of the completed WHS Plan;

(i) Maintain the WHS Plan in accordance with WHS Laws;

(j) Promptly provide accurate information which may be required by OEG or any Operator, and all persons in connection with the performance of the Services under this Agreement, in relation to the hazards and risks at, or in the vicinity of, the Worksite, and ensure that it has provided a copy of the WHS Plan to OEG and each Operator prior to the commencement of the supply of the Services to which the information relates;

(k) If it is not feasible to provide the Services in accordance with the approved WHS Plan, the Customer must design, implement and use such workplace health and safety plans and systems as may be necessary to discharge its obligations under the WHS Laws to enable OEG or any Operator to provide the Services and discharge their obligations under the WHS Laws;

(l) Warrants that compliance with the WHS Plan will enable OEG and any Operator to discharge their

obligations under the WHS Laws insofar as it relates to the acts and omissions of the Customer;

(m) Comply with, and ensure that all persons for whom it is responsible or over whom it is capable of exercising control relating to the use of the Equipment comply with the WHS Plan (and any applicable safe work method statements) and all WHS Laws (including licensing requirements);

(n) Inform OEG of any WHS Laws which it considers differs from OEG's work health and safety practices (as amended from time to time);

(o) As requested by OEG, complete work health and safety inspections of the site together with OEG and any third parties;

(p) Undertake regular reviews of the manner in which the work activities involved in carrying out the Services are being carried out to identify whether they are being completed in accordance with the controls specified in the WHS Plan and safe work method statements applicable to the Services;

(q) Ensure that safety forms part of the requirements considered when selecting any employee, contractor, worker or any other person to be engaged in connection with any activity on the Worksite;

(r) Complies with its duty under the WHS Laws to consult, co-operate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matters; and

(s) Undertake all things necessary to ensure that the Services are carried out safely and in a manner that does not put at risk the health and safety of persons and that protects property.

3.11 OEG may require further information or clarification to complete the Services, and may refuse to perform the Services if they (or any Operator) believe that any directions of the Customer may affect the safety of people, property or Equipment. Any refusal by OEG or any Operator to perform the Services under this clause 3.11 does not constitute a breach of this Agreement, nor shall OEG be liable to the Customer for any loss, cost, expense, damage or liability in connection with any refusal by OEG or any Operator to perform the Services under this clause 3.11.

3.12 Payment of Operators

OEG will be responsible for paying the salary and other employee-related benefits of the Operator. The Customer will be responsible for paying the amounts designated in the Schedule and any other amounts set out in this Agreement.

3.13 Equipment Repair

If the Schedule provides that the Operator will service and repair the Equipment at the Worksite, the Operator will use commercially reasonable efforts to do so. However, both parties acknowledge that due to the complex technical nature of the Equipment it may not be practicable for the Operator to service or repair the Equipment at the Worksite, in such event, OEG may, at its discretion:

(a) **Shipment of Equipment to the Customer** OEG will notify the Customer's designated representative of any servicing or repair of the Equipment that requires the return of any vessel to port and/or the return of any Equipment to the Customer's premises or the OEG's premises. The Customer will pay all costs associated with such transit, and the Customer will reimburse OEG for any expenses that OEG incurs in association with that transit.

(b) **Engineer Visits Customer Worksite** If the parties agree that OEG should send an engineer to the Worksite to attempt to service or repair the Equipment, the Customer will pay all costs associated with the engineer's travel, and the Customer will reimburse OEG for any expenses that OEG incurs in association with the engineer's travel expenses.

(c) **Delays** If any Equipment transit, repair, or maintenance time causes the Customer to experience any delays, those delays will be considered consequential damages, which are expressly excluded under these Terms. For the avoidance of doubt, the Customer will not be entitled to reduce or set off any amounts it owes to OEG based on such delays.

3.14 Direction and Control

All work undertaken by the Operator at the Worksite shall be under the direction of the Customer, but the actual operation of the Equipment and the manner of performance of work in connection therewith shall be under the direction and control of OEG. OEG is an independent contractor and is not acting as an agent of the Customer. The Operator will cooperate with the Customer's personnel and will endeavour to operate the

Equipment in accordance with their reasonable requirements. The Customer's employees shall not be under the direction or control of OEG or its Operators.

3.15 Non-OEG Equipment

If the Customer directly or indirectly instructs Operator to operate any vessel or equipment other than the Equipment, the Operator will be under the supervision of the Customer with respect to that work, and the Customer shall be responsible for and shall indemnify OEG from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities, which arise out of or relate to the Operator's operation of any such vessel or equipment, including but not limited to any claims alleging:

(a) Personal injury or death to the Customer's employees, agents, or contractors, or any third party; or,

(b) Loss of or damage to the property of the Customer, its employees, agents, or contractors, or any third party, irrespective of the cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of OEG, the Operator, or any third party.

The Operator has the right at his discretion to refuse to carry out an instruction from the Company to operate any vessel or equipment other than the Equipment.

3.16 Proprietary Rights

(a) OEG retains all rights in the intellectual property, copyrights, trade secrets, software, tools, inventions, patent rights and methods it uses to perform, or develops during the performance of the Services ("Intellectual Property"), and the Customer shall have no rights in them.

(b) The Customer shall not permit or cause any Intellectual Property or other proprietary interest in respect of the Services to be used otherwise than in connection with its rights and obligations under these General Terms and Conditions.

(c) The Customer acknowledges that all rights to Intellectual Property are and shall remain the sole and exclusive property of OEG and any future improvements, expertise, methodology or software that OEG develops or that may arise in the course of delivering the Services will be and remain the sole and exclusive property of the OEG.

(d) The Customer must not:

(i) make any modifications to any reports, illustrations or other information provided by OEG in relation to the Services;

(ii) alter, remove, cover or tamper with any Trade Marks, numbers, or other means of identification used on or in relation to any reports, illustrations or other information provided by OEG and relating to the Services.

(e) The obligations under this clause 3.16 shall survive the expiration of the provision of Services by OEG to the Customer under these General Terms and Conditions.

3.17 Non-Solicitation of Employees

(a) For the period commencing when OEG provides the Services and ending twelve (12) months after OEG ceases providing the Services the Customer must not, either directly or indirectly, solicit for employment any employee of OEG who was involved in the performance of the Services, including but not limited to any Operator, unless the Customer obtains OEG's prior written consent.

(b) The parties acknowledge the actual damages attributable to a breach of this clause 3.17 may result in losses to OEG for which damages may not be a sufficient remedy, and therefore agree that, in addition to any equitable remedies available to OEG, if the Customer breaches this clause 3.17 , the Customer shall promptly pay OEG liquidated damages, being amount equal to the annual salary or compensation paid by OEG to such employee or contractor (including prorated bonuses and incentive compensation) in the preceding eighteen (18) months prior to the breach.

(c) The Customer agrees that the amount referred to in subclause 3.17(b) above constitutes a genuine pre-estimate of the damages which will be suffered by OEG in the event of any breach by the Customer of clause3.17.

3.18 Transport

(a) Unless otherwise agreed in writing, OEG shall carry out the Services at the point of origin set out in the

Schedule.

(b) The Customer must, at the Customer's cost, deliver the Customer's Equipment to the point of origin set out in the Schedule.

(c) On the written request of the Customer, OEG may arrange delivery of the Customer's Equipment to or from the point of origin set out in the Schedule. The Customer agrees OEG is entitled to charge the Customer the cost of such transportation.

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4 HIRE OF EQUIPMENT

4.1 Application of this clause

This clause 4 shall apply to the hire of OEG's Equipment by the Customer.

4.2 Hire

(a) OEG agrees to lease the Equipment to the Customer for the Duration of Hire and the Customer agrees to take the Equipment on hire for that period on the terms of these General Terms and Conditions.

(b) Unless a different start date is specified in the Schedule, the Duration of Hire for the Equipment starts on the earlier of:

(i) When OEG ships the Equipment to a location designated by the Customer; and

(ii) When the Customer or its designee picks up the Equipment at OEG's premises, and ends when the Customer delivers the Equipment to OEG at OEG's premises (unless a different return location and demobilisation cost is specified in the Schedule). OEG will calculate the rent the Customer owes based on the applicable daily rate. OEG will invoice the Customer at the end of the calendar month after the end of the Duration of Hire.

(c) OEG and the Customer agree that these General Terms and Conditions apply to any subsequent hire of Equipment (including any hire after the end of the Duration of Hire) upon OEG accepting from the Customer:

(i) a signed Schedule setting out the additional Equipment to be hired and all other relevant information; or

(ii) a request by email or telephone.

4.3 Payment

(a) The Customer shall pay to OEG the applicable Daily Hire Rate for each day of the Duration of Hire and for each Equipment hired by the Customer under this Agreement.

(b) The Customer acknowledges that the Daily Hire Rate (as currently specified in the Schedule) payable to OEG shall be subject to annual review on each anniversary of the relevant Hire Start Date, and may be increased by OEG. Such increase shall take effect 14 days after the notice of the change in the Daily Hire Rate. The Customer is deemed to have accepted the increase in the Daily Hire Rate if it does not provide a Change Order which brings the Hire to an end within 14 days of notice of the increase from OEG. A failure by OEG to give notice of an increase in the Daily Hire Rate before the relevant anniversary does not preclude OEG from giving notice later.

4.4 Transport

(a) The Customer must collect the Equipment from the point of origin set out in the Schedule at the commencement of the Duration of Hire.

(b) OEG will use all reasonable endeavours to have the Equipment ready for collection by the Customer at the point of origin set out in the Schedule at the commencement of the Duration of Hire but OEG shall not be liable whatsoever in the event of any delay.

(c) On the written request of the Customer, OEG may (but is not obliged to) arrange delivery of the Equipment to or from the point of origin set out in the Schedule. The Customer agrees OEG is entitled to charge the Customer the cost of such transportation.

4.5 Inspection by Customer

If the Customer picks up the Equipment, the Customer will inspect the Equipment and will give OEG written notice of any problems or deficiencies before taking the Equipment from OEG's premises. If OEG ships the Equipment to the Customer, the Customer will inspect the Equipment promptly after it receives it and will give OEG written notice of any problems or deficiencies within 24 hours after the Customer receives the Equipment. Subject only to any particular problems or deficiencies specified in any written notice the Customer delivers to OEG in accordance with this clause 4.5 , the Customer will be deemed to have accepted the Equipment and to have verified that it was in good condition and proper working order.

4.6 Maintenance

(a) During the Duration of Hire, the Customer will provide and pay for all consumable parts, batteries, supplies, lubricants, service, routine maintenance, re-certification and testing required by the manufacturer or regulations such third party surveying to keep the Equipment in good condition and proper working order, normal wear and tear excepted.

(b) OEG will have no obligation to provide routine maintenance for the Equipment during the Duration of Hire.

(c) If the Equipment fails to perform properly, then provided that failure was not caused by any act or omission on the part of the Customer, OEG will:

(i) use reasonable efforts to repair or find available replacement Equipment in its inventory, or

(ii) replace the Equipment, and notify the Customer once the replacement Equipment is available.

(d) If OEG notifies the Customer that a replacement Equipment is available, the Customer will return the Equipment to OEG, and OEG may, at OEG's absolute discretion, give the Customer a credit for the Customer's reasonable shipping costs.

(e) OEG will ship the replacement Equipment to the Customer at the Customer's expense unless otherwise agreed by OEG.

(f) Notwithstanding the foregoing, if OEG determines in its sole discretion that providing replacement Equipment is not commercially reasonable, OEG may terminate this Agreement without any further obligation to the Customer by giving the Customer written notice of termination.

(g) In no event shall OEG be liable to the Customer for any loss, cost, expense, damage or liability in connection with OEG's termination of this Agreement in accordance with this clause 4.6.

4.7 Inspection and Testing by OEG

(a) OEG will be entitled to inspect or test, and to observe the use of, the Equipment wherever it is located at any time during the Duration of Hire, but OEG will not have any obligation to do so. OEG will give the Customer 48 hours prior notice of its intention to inspect the Equipment or observe its use, and the Customer must provide OEG access to do so. Additionally, if a governmental official is authorized under applicable law to inspect the Equipment while the Equipment is in the Customer's possession, and the governmental official notifies the Customer that it wishes to do so, the Customer must notify OEG of that request, and, unless OEG directs the Customer otherwise, will provide the governmental official access to do so.

(b) The Customer agrees to allow OEG to carry out inspections or testing of the Equipment as reasonably required by OEG at the Customer's onshore locations or such other place reasonably nominated by OEG including the point of origin set out in the Schedule. For the purposes of such inspections and testing, the Customer must make available:

(i) Suitable supports to place the Equipment upon to allow an underside inspection to be carried out;

(ii) Engineering design calculations confirming the supports are sufficient to support the tare weights of the Equipment;

(iii) A person to assist the inspector;

(iv) A forklift truck or suitable crane to lift the Equipment;

(v) As many of the individual items of the Equipment due for inspection as practically possible, on the day of planned site visit for inspection.

(c) The Customer agrees to indemnify OEG for all reasonable charges and costs incurred by OEG as a result of cancellation of any inspections or testing for which the date of inspection or testing had been agreed in writing.

(d) Where the Equipment is tanks and the testing carried out in accordance in clause 4.7 is for the purpose of periodic recertification to a Standard, OEG may require the Customer to pay OEG the cost of:

(i) Washing the tank so the tank can be filled with water;

(ii) Storage and disposal costs of waste removed from the tank during the washing process; and

(iii) Labour costs of getting the tank up to pressure, in readiness for the recertification testing. OEG will pay the cost of engaging an independent third party or certification entity to test, inspect and or recertify the tanks.

(e) If the Customer fails to comply with clause 4.7(b) the Customer agrees OEG may require that the Equipment is relocated, at the Customer's costs and risk, to a location reasonably nominated by OEG to enable such inspections to be carried out.

(f) The Customer acknowledges that some types of testing OEG will require that the Equipment is relocated, at the Customer's costs and risk, to a location reasonably nominated by OEG to enable such testing to be carried out.

(g) The Customer agrees to provide all reasonable assistance to OEG in carrying out any inspection or testing of the Equipment.

4.8 Access

(a) The Customer agrees to provide or cause to be provided access by OEG to premises where the Equipment may be stored, in use or in transit from time to time.

(b) The Customer gives OEG an irrevocable licence to enter premises occupied by the Customer at any time and take any steps OEG considers reasonable, necessary or appropriate to obtain possession of the Equipment.

(c) In the event that any item of Equipment is owned by a third party and leased by such third party to OEG, the right of the Customer to acquire possession of such Equipment shall be subject and subordinate to all the terms of any agreement between such third party and OEG.

4.9 Customers Duty to Report

(a) The Customer must immediately notify OEG in writing if any of the Equipment:

(i) Becomes lost, damaged, stolen, unsafe, or disabled;

(ii) Is used in connection with any violation of applicable law; or

(iii) Is involved in any accident causing any injury or damage.

(b) Within 48 hours after the occurrence of any of the foregoing, the Customer must complete some form of formal written report and deliver a complete copy of the report to OEG. Additionally, the Customer will promptly provide to OEG all other documents and records OEG reasonably requests regarding such occurrence and will provide to OEG all other assistance OEG reasonably requests.

4.10 Damaged Destroyed and Lost Equipment

(a) If any Equipment is damaged, whether totally or partially, the Customer agrees to immediately return the damaged Equipment to OEG at the Customer's cost and if OEG in its sole discretion determines the damage to be beyond fair wear and tear, subject to clause 4.9(b), pay OEG all reasonable costs of repair or replacement for any such damaged Equipment.

(b) The Customer agrees that if:

(i) any of item of the Equipment is destroyed (“Destroyed Equipment”), the Customer must pay OEG on demand an amount equal to the replacement value of such Destroyed Equipment, with Equipment of similar or identical specifications and in new condition, plus the Daily Hire Rate as specified in the Schedule from the date that the Equipment is destroyed up to and including date of receipt by OEG of its replacement value;

(ii) any of item of the Equipment is destroyed (“Destroyed Equipment”), the Customer must pay

OEG on demand an amount equal to the replacement value of such Destroyed Equipment plus the Daily Hire Fees up to and including date of receipt of replacement value is paid to OEG;

(iii) any of item of Equipment is lost ("Lost Equipment"), the Customer must pay OEG on demand an amount equal to the replacement value of each item of Lost Equipment being of similar or identical specifications and in new condition, plus an amount equal to the Daily Hire Fees specified in the Schedule from the date that the Equipment is lost up to and including date of receipt by OEG of its replacement value;

(iv) any item of Equipment returned to OEG which OEG determines in its sole discretion is contaminated, rendered unusable or damaged beyond reasonable repair, such item of Equipment will be treated as a Destroyed Equipment and the Customer must:

(A) pay for the replacement value for each such Destroyed Equipment in accordance with clause 4.10(b)(i); and

(B) OEG is under no obligation to repair or try to repair such Destroyed Equipment.

(c) The Customer must take all necessary reasonable precautions to prevent damaged Equipment being used or put into service and OEG will under no circumstances accept any liability for damaged Equipment used in any manner or for any purpose whatsoever. The Customer indemnifies and shall keep indemnified OEG from any loss, cost, damage, expense or liability which may arise in connection with the Customer's breach of this clause 4.10.

4.11 Condition of Equipment

(a) The Customer must not in any way modify or alter the Equipment either temporarily or permanently without the prior written consent of OEG. Where OEG agrees to any such modification or addition, OEG retains the right to require the Customer to return the Equipment to OEG in a similar condition as at the commencement of the Duration of Hire (fair wear and tear excepted).

(b) The Customer must ensure that Equipment is not damaged or defaced and that no ownership plates and/or identifying marks of any kind present on the Equipment at commencement of the Duration of Hire are removed.

4.12 Use of Equipment

(a) The Customer must only operate and maintain the Equipment in accordance with recognised methods and Standards for Equipment of its type and only by competent and (where appropriate) properly qualified, trained and licensed personnel and by appropriate methods and Standards of operation. Without limiting the generality of this clause 4.11(a), the Customer must comply in all respects with the instructions and recommendations of the manufacturer or other supplier relating to the Equipment and to its use, in particular where any failure in compliance would limit the obligations of that person to OEG or the Customer under any statute, agreement or otherwise.

(b) The Customer shall obtain all permits required by any local or other authority and thereafter use the Equipment in accordance with the conditions of such permits.

(c) The Customer must only use the Equipment for its designed purpose and in accordance with relevant codes of practice and legislation, including but not limited to:

(i) "Standards" as defined;

(ii) Australian Explosives Code;

(iii) Environmental Protection & Biodiversity Conservation Act (Federal);

(iv) Relevant State or Territory legislation dealing with environmental protection;

(v) Relevant State or Territory legislation dealing with occupational health and safety; and

(vi) Relevant industry guidelines, including:

(A) Operating oil & gas company procedures and guidelines; and

(B) Written instructions that may be issued from time to time by OEG.

(C) Chemical Manufacturers Chemical Compatibility Charts

4.13 Return of Equipment at Expiration of Duration of Hire

The Customer must return the Equipment, at the Customer's cost, to the point of origin set out in the Schedule at the expiration of the Duration of Hire:

(a) In a thoroughly clean condition (internally and externally); and

(b) Free of all foreign matter, painted markings, residue or any form of taint or contamination, failing which the Customer must pay to OEG, on demand, the cost of third party survey, cleaning, waste disposals for anything greater more than 50 litres of waste, and any necessary treatment required to restore the Equipment to an acceptable standard of cleanliness and condition as reasonably determined by OEG. OEG may, at its absolute discretion, continue to charge the Customer the daily hire rate specified in the Schedule for the period required to remove any such waste and to clean the Equipment to a standard reasonably acceptable to OEG.

4.14 Safekeeping of Equipment

(a) The Customer must:

(i) use its best endeavours to secure and protect the Equipment throughout the Duration of Hire;

(ii) indemnify and hold harmless OEG against all loss, cost, expense, damage or liability in connection with any damage, loss or incident relating to the Equipment in each Duration of Hire, including any loss, cost, expense, damage or liability relating to loss of possession, theft, vandalism, negligence, legal process or otherwise.

4.15 Customer Acknowledgements and Warranties

The Customer:

(a) Acknowledges receipt of the Equipment in good order and condition and free from any damage or deficiency except as agreed between OEG and the Customer in writing; and

(b) Agrees that it will not allow any item of Equipment:

(i) to be used to store or transport unprotected corrosive items which could cause the oxidization, corrosion, pitting, staining or undue abrasion to the Equipment and shall exercise all necessary reasonable care in the use thereof and in particular shall ensure that all cargo is properly and sufficiently secured in the containers; and

(ii) to be used or loaded beyond any plated statement of capacity or capacity advised by OEG in writing and any such overloading shall be deemed a material breach of this Agreement;

(iii) to be used to store or transport unprotected corrosive items which could cause the oxidization, corrosion, pitting, staining or undue abrasion to the Equipment and shall exercise all necessary reasonable care in the use thereof and in particular shall ensure that all cargo is properly and sufficiently secured in the containers; and

(iv) to be used outside of the design use without prior written approval from OEG.

(c) Acknowledges risk in the Equipment passes to the Customer from the commencement of the Duration of Hire until the Equipment is returned to OEG.

4.16 Ownership of Equipment

(a) OEG retains full title to the Equipment despite:

(i) the delivery of the Equipment to or collection of the Equipment by the Customer;

(ii) the possession and use of the Equipment by the Customer; and

(iii) any temporary attachment of the Equipment to any land or buildings to facilitate use of the Equipment, subject only to the rights of the Customer as a mere bailee of the Equipment with a right only to use them in accordance with, and under, this Agreement.

(b) The Customer does not have any right, option or obligation to purchase the Equipment and acknowledges that no representation to that effect, express or implied, written or oral, has been made by or on behalf of OEG to the Customer or any nominee of the Customer at any time.

(c) The Customer must protect OEG's interest in the Equipment, including making clear to others that OEG is

the owner of the Equipment. The Customer must not place, or allow to be placed, on the Equipment any plates or marks that are inconsistent with OEG's ownership. If requested by OEG, the Customer must put plates on the Equipment that state that OEG owns the Equipment.

5 SALE OF EQUIPMENT

5.1 Application of this clause

This clause 5 shall apply to the sale of Equipment by OEG to the Customer.

5.2 Sale of Purchase

OEG agrees to sell and the Customer agrees to buy the Equipment for the purchase price set out in the Schedule.

5.3 Limited Warranty

(a) During the period of 90 days from the date of dispatch from the point of origin set out in the Schedule, OEG will replace or repair any defective Equipment without charge so long as the damage or defect does not arise from:

(i) Improper adjustment, calibration or operation by the Customer;

(ii) The use of accessories including consumables, hardware, or software which were not manufactured by or approved in writing by OEG;

(iii) Any contamination or leakages caused or induced by the Customer;

(iv) Any modifications of the Equipment which was not authorised in writing by OEG;

(v) Any misuse of the Equipment by the Customer or anyone for whom the Customer has legal responsibility (including a minor);

(vi) Any use or operation of the Equipment outside of the physical, electrical or environmental specifications of the Equipment;

(vii) Inadequate or incorrect site preparation; and

(viii) inadequate or improper maintenance of the product.

(b) All transportation charges incurred in returning defective products, or any of its component parts, for repair, together with the cost of returning them to the Customer must be paid by the Customer.

(c) The warranty in this clause does not extend to cover any damage to any other property owned or in control of the Customer, nor to corrosion due to any cause nor to any damage to painted or anodized surfaces.

5.4 Transport

(a) The Customer must collect the Equipment from the point of origin set out in the Schedule.

(b) OEG will use all reasonable endeavours to have the Equipment ready for collection by the Customer at the point of origin set out in the Schedule at the time agreed but OEG shall not be liable whatsoever in the event of any delay.

(c) On the written request of the Customer, OEG may arrange delivery of the Equipment to a place nominated by the Customer. The Customer agrees OEG is entitled to charge the Customer the cost of such transportation.

5.5 Retention of Title

(a) The Customer agrees that until the Customer has paid the purchase price set out in the Schedule in full to OEG, the Customer agrees that property and title in the Equipment shall not pass to the Customer and OEG retains the legal and equitable title in the Equipment. Once the purchase price has been received in full by OEG, title to the Equipment will transfer to the Customer.

(b) Until payment in full has been made to OEG, the Customer will hold the Equipment in a fiduciary capacity for OEG and agrees to store the Equipment in such a manner that the Equipment be identified as the property of OEG and shall not mix the Equipment with other similar goods.

(c) The Customer shall not offer, sell, assign, sub-let, pledge, mortgage or otherwise deal with or part with possession of the Equipment in any way which is inconsistent with the rights of OEG as owner of the Equipment, whether or not OEG is owner, lessee, hirer or otherwise of the Equipment. The Customer shall not deface or cover any name or registration plate on the Equipment.

(d) If, notwithstanding subclause 6.5(c), the Customer does anything to the Equipment in the ordinary course of its business which is inconsistent with OEG's exclusive title in the Equipment, it does so as trustee, and must hold the sale proceeds it receives from any sale of the Equipment as trustee for OEG, and placed in an Australian bank account separate from its own monies. The Customer must not allow any person to have control of, or grant a security interest over, the proceeds or the accounts in which they are held and must make immediate payment to OEG from the accounts in which the sale proceeds are held of all amounts which the Customer owes to OEG.

(e) The Customer agrees that whilst property and title in Equipment remains with OEG, OEG has the right, with or without prior notice to the Customer, to enter upon any premises occupied by the Customer(or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the Equipment and to repossess the Equipment when payment of the purchase price is overdue.

(f) The Customer will be responsible for OEG's costs and expenses in exercising its rights under this Agreement or otherwise under the PPSA. Where OEG exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against OEG, its employees, servants or agents.

(g) The Customer agrees that where the Equipment has been retaken into the possession of OEG, OEG has the absolute right to resell or deal with the Equipment.

(h) For the avoidance of doubt, OEG's interest in the Equipment constitutes a Purchase Money Security Interest.

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6 PPSA

6.1 PPSA Definitions

In this clause 6 and this Agreement, the terms "accession", "collateral", "financing statement", "financing change statement", "personal property", "PPS Lease" and "proceeds" have the same meanings as in the PPSA.

6.2 Application of clause to security interests

(a) In relation to each security interest under the PPSA created by this Agreement and:

(i) the provision of Services;

(ii) the hire of Equipment; and

(iii) the sale of Equipment,

under this Agreement (whether under the same Schedule or a subsequent additional Schedule), including if the hire under clause 4 is considered a PPS Lease, this clause 6 applies to that security interest.

(b) The security interest extends to any accessions to the relevant collateral and the proceeds, if any, of that collateral (including any account).

(c) This Agreement is a security agreement under the PPSA in relation to that security interest.

(d) As security for the Hirer's obligations and liabilities under this Agreement, the Customer charges for the due and punctual payment and performance of the obligations and liabilities under this Agreement, all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all real and personal property.

(e) Where OEG has other enforcement rights in addition to the enforcement rights provided for in the PPSA, those other enforcement rights will continue to apply.

(f) The Customer must ensure that any Security Interest created is enforceable, that OEG's priority is preserved and any defect in the Security Interest, including registration on the PPSR, is overcome, including by promptly executing any documents and do anything reasonably required by OEG.

(g) The Customer must not, without OEG's written consent, sell, lease (including on hire or sub hire), dispose of, create a security interest in, mortgage or part with possession of the Equipment or any interest in it (or purport or attempt to purport to do such thing) or permit any lien over it. The Customer may only disclose information or documents, including information of a kind referred to in section 275(1) of the PPSA, if OEG has given its prior written consent.

6.3 Acknowledgements

The Customer acknowledges and agrees that in relation to each security interest created by this Agreement:

(a) This Agreement creates a registerable security interest in the Equipment and any proceeds;

(b) Neither party has agreed to postpone the time for attachment of the security interest;

(c) Value has been given for the creation of the security interest;

(d) The security interest attaches to the relevant collateral from the date of this Agreement and there is no agreement to defer attachment to a later time than as specified above;

(e) OEG may, without notice to the Customer, affect and maintain the registration of its security interest on the PPSR in relation to any security interest contemplated or constituted by this Agreement, and do all other things which are necessary or desirable to perfect and maintain OEG's security interest under this Agreement, to preserve its interest in the relevant collateral and to realise OEG's security interest with the agreed priority;

(f) Pursuant to section 275(6) of the PPSA, the Customer agrees OEG is not required to disclose to an interested person information pertaining to OEG's Security Interest unless required to do so pursuant to the PPSA or at Law generally.

(g) The Customer must pay all fees and expenses (including legal fees) incurred by OEG in doing any of the things referred to in clause 6.3(e) on demand;

(h) The Customer must do all things necessary to enable OEG to exercise its rights in connection with the Equipment, including to:

(i) sign any documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up to date in all respects) and/or assistance which OEG may reasonably require to enable perfection of its Security Interest or Registration of a Financing Statement or Financing Change Statement on the PPSR;

(ii) not register a Financing Change Statement or make a demand to alter the Financing Statement pursuant to section 178 of the PPSA in respect of the Equipment, including any Services, without the prior written consent of OEG;

(iii) give OEG not less than 14 days' written notice of any proposed change in their name and/or any other changes in their details (including but not limited to, changes in their address, facsimile number, email address, trading name or business activities);

(iv) indemnify OEG against, and hold OEG harmless from and against any costs OEG incurs in perfecting and maintaining its perfected Security Interest in the Equipment or such other Personal Property under the PPSA and any costs OEG may incur in the course of enforcing any of its rights under this Agreement, the PPSA or at Law generally;

(v) procure from any persons considered by OEG to be relevant to its security position, such agreement and waivers as OEG may at any time reasonably require;

(vi) ensure that a security interest created under this Agreement in favour of OEG is enforceable, perfected and otherwise effective;

(vii) to ensure that no security interest is created or permitted (including any purchase money security interest) which would or might take higher priority to OEG's over the Equipment pursuant to this provision;

(viii) to ensure that the Equipment does not become processed or comingled including anything OEG may reasonably ask the Customer to do in connection with the PPSA including:

(A) Obtaining consents;

(B) Ensuring that any security interest created attaches to the Equipment and that security

interest is enforceable, perfected and maintained and otherwise effective;

(C) Enabling OEG to prepare and register such financing statement or financing change statement pursuant to the PPSA; and

(D) Enabling OEG to exercise any of OEG's powers in connection with any security interest created under or provided by this Agreement; and

(i) The Customer undertakes not to register, or permit to be registered, a Financing Statement or a Financing Change Statement in respect of a Security Interest contemplated or constituted by this Agreement in favour of a third party without OEG's prior written consent.

6.4 PPSA Obligations and Third Party Information

(a) The Customer must execute any documents and provide all relevant information and full cooperation to OEG to ensure OEG has a perfected security interest in the relevant collateral under the PPSA.

(b) The Customer must not sell, transfer, lease, encumber, part with possession of or otherwise deal with any of its rights and interest in the relevant collateral or any part of it without the prior written consent of OEG.

(c) The Customer must notify OEG in writing within 3 Business Days after any change in the Customer's name, trading name or contact details (including its address).

(d) The Customer appoints OEG (and if OEG is a corporation, each officer of OEG for the time being) as its agent and authorised representative for the purpose of requesting information from other secured parties under section 275 of the PPSA.

(e) Notices or documents required or permitted to be given to OEG for the purposes of the PPSA must be given in accordance with the PPSA.

6.5 Waivers and PPSA Provisions Not Applicable

(a) Without limiting any other provision of this Agreement, the Customer waives its rights to receive any notice under the PPSA (including a copy of any verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

(b) Where OEG has rights in addition to those in Chapter 4 of the PPSA, those rights continue to apply.

(c) Sections 95, 96, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA are excluded to the fullest extent permitted by section 115 of the PPSA.

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7 PAYMENT

7.1 Payment Terms

The Customer must pay the amounts set out in the Schedule for:

(a) Provision of Services;

(b) Hire of Equipment;

(c) Purchase of Equipment; or

(d) Any other monies payable by the Customer under this Agreement

within 30 days of receipt of an invoice from OEG.

7.2 Interest on Late Payment

Where any money payable by the Customer is not paid on or before the due date, the Customer must pay OEG interest on the balance outstanding at fifteen per cent (15%), calculated daily from the due date until the date the outstanding amount plus interest is paid in full. Interest charged shall be capitalised at the end of each month.

7.3 Set off

(a) The Customer shall not be entitled to set off against or deduct from the payment due to OEG any sums owed or claimed to be owed to the Customer by OEG.

(b) OEG may by notice in writing set off against or deduct from any amounts owing to the Customer under this Agreement by any fee, credit, rebate, or other amount which is payable to OEG under or in connection with this Agreement.

7.4 Disputed Invoices

(a) If the Customer disputes the amount of any invoice, the Customer must not, withhold or suspend payment of any disputed part of the invoice.

(b) Each party must continue to perform their respective obligations under this Agreement in the even to a dispute about an invoice, while that dispute is being resolved.

(c) The Customer must:

(i) pay any disputed amounts in accordance with clause 7.1;

(ii) promptly pay any disputed amounts that are found to be correctly payable.

(d) Disputes relating to any invoice shall be resolved in accordance with the dispute resolution procedure as set out in clause 15.3.

7.5 Credit Facility

(a) The Customer may make an application for a Credit Facility from OEG by completing OEG's Credit Application Form.

(b) In making an application for credit, the Customer agrees that:

(i) OEG may obtain from a credit reporting agency a credit report containing credit information and Personal Information about the Customer in relation to the Credit Facility;

(ii) OEG may exchange information about the Customer with those credit providers either named as trade referees by the Customer, or named in a consumer credit report issued by a credit reporting agency for any one or more of the following purposes:

(A) to assess any application for a Credit Facility by the Customer;

(B) to notify other credit providers of a default by the Customer;

(C) to exchange information with other credit providers as to the status of the Credit Facility, where the Customer is in default with other credit providers; and

(D) to assess the credit worthiness of the Customer.

(iii) the Customer consents to OEG being given a consumer credit report to collect overdue payments on commercial credit (section 20F of the *Privacy Act 1988* (Cth))

(iv) the Customer agrees that credit information and Personal Information provided may be used and retained by OEG for the following purposes and for other purposes as shall be agreed between OEG and the Customer or required by law from time to time:

(A) provision of Goods or Services, or supply of Equipment;

(B) marketing of the Goods, or Services, or Equipment by OEG, its agents, or distributors,

(C) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods or Services, or the supply of Equipment;

(D) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer, and/or

(E) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the provision of Goods or Services, or the supply of Equipment.

(v) OEG may give information about the Customer to a credit reporting agency for the following purposes:

(A) to obtain a consumer credit report about the Customer; and/or

(B) allow the credit reporting agency to create or maintain a credit information file about the Customer.

(c) The Customer is not entitled to any credit facilities from OEG until it receives a written notice from OEG that the Credit Facility have been granted.

(d) Until the Customer receives notice that a Credit Facility has been granted, all Services or Equipment supplied, or Products sold to the Customer must be paid for in accordance with clause 7.1, or as otherwise agreed between the Parties in writing.

(e) Any credit provided to the Customer is provided solely for the purpose of allowing the Customer to obtain Services, hire Equipment, or purchase Products from OEG under this Agreement.

(f) OEG may from time to time place a limit on the amount of credit available to the Customer and may also amend that limit (including to zero) from time to time by giving notice to the Customer.

(g) If the Customer requests Services, hires Equipment, or purchases Products which would result in the Customer exceeding its credit limit, or if the Customer has already exceeded its credit limit, OEG may in its absolute discretion do one or more of the following:

(i) refuse to further supply the Services, Equipment, or Products to the Customer;

(ii) require the Customer to pay for all Services, Equipment and Products upfront, prior to delivery, or on a “cash on delivery” basis; or

(iii) require the Customer to further reduce the amount owed to OEG on credit by a specified amount by making payment.

8 CUSTOMER INDEMNITIES

8.1 Services provided at Customer’s Risk

(a) Other than the warranties expressly provided in this Agreement, and to the extent permitted by law, OEG makes no other warranties or representations whatsoever, including (without limitation) that the Services will be:

(i) fit for the purposes for which the Customer requested the provision of Services, or

(ii) provided within a reasonable time

(b) The Customer agrees that OEG will have no responsibility or liability for any loss, cost, damage, or expense to the Customer arising in connection with the provision of Services under this Agreement.

(c) To the full extent permitted by law, the Customer releases and discharges OEG and its agents and employees from:

(i) all claims and demands on OEG; and

(ii) any loss, cost, damage or liability whatsoever, howsoever and whenever caused to the Customer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, whether occasioned by the negligence of OEG or otherwise,

(iii) arising directly or indirectly from or incidental to the provision of Services under this Agreement.

8.2 Equipment Supplied and Used at Customer’s Risk

The Customer agrees to use, operate and possess the Equipment at the Customer's risk. The Customer agrees that OEG will have no responsibility or liability for any loss or damage to the Customer or to any third party at the Worksite or other location at which the Equipment is being used or operated. To the full extent permitted by law, OEG disclaims, and the Customer releases and discharges OEG and its agents and employees from:

(a) All claims and demands on OEG; and

(b) Any loss or damage whatsoever and whenever caused to the Customer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, whether occasioned by the negligence of OEG or otherwise, arising directly or

indirectly from or incidental to:

(i) a breakdown of, or defect in, the Equipment, or

(ii) any accident to or involving the Equipment or their use, operation, repair, maintenance or storage, collection or delivery of Equipment by OEG or the Customer, or which may otherwise be suffered or sustained in, upon or near the Equipment.

8.3 Indemnity against other costs and liabilities

The Customer assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless OEG and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees on a solicitor-own client basis) and of whatsoever kind and nature (including claims based upon strict liability in tort):

(a) Arising out of or alleged to arise out of:

(i) the delivery, selection, purchase, hire, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of the Equipment, and by whomsoever used or operated, including, but not limited to, any act neglect on the part of the Customer, the Customer's officer's employees, agents or contractors (except where used by OEG or any person on behalf of OEG); or

(ii) the provision of Services to the Customer under this Agreement,

(b) Incurred by OEG in respect of any loss of the Equipment by seizure, distress, execution or other legal process, confiscation or forfeiture of the Equipment.

8.4 Inspection of Equipment

The Customer acknowledges and agrees the indemnities provided in clauses 8.1 and 8.2 continues despite:

(a) Any inspection of the Equipment by OEG; or

(b) Any certification that the Equipment complies with DNV 2.7-1 in accordance with clause 4.6 .

8.5 Survival of indemnities

The indemnities and assumptions of liability contained in this clause 8 will continue in full force and effect despite the termination of this Agreement whether by expiration of time or otherwise as to any act or omission relating to the Equipment, Customer's Equipment or Services occurring during the continuance of this Agreement which at any time is claimed to have created a cause of action against OEG or assumption of liability by the Customer.

8.6 Consequential Loss

Notwithstanding any other provision of this Agreement, OEG shall not be liable to the Customer for any Consequential Loss.

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9 INSURANCE

9.1 Extent of Insurance

The Customer must effect and maintain at all times:

(a) Throughout the Duration of Hire and any extension of the Duration of Hire and until the Customer has returned the Equipment to OEG; and

For the period OEG provides the Hire and Services the following insurances:

(b) *General insurance*: insurance of the Equipment and or Customer's Equipment for their full insurable value against:

(i) Damage or destruction caused by accident; and

(ii) Any insurable risk commonly insured against in regard to equipment of a similar nature to the Equipment including, but not limited to, by accidental damage, fire, storm, tempest, explosion,

aircraft or other aerial devices (including any articles dropped there from), strikes, riot, civil commotion, malicious damage, flood, impact damage, earthquake, water damage, burglary or theft;

(c) *Indemnified risks*: insurance with respect to the Customer's liability to OEG pursuant to the indemnities provided in clause 8;

(d) *Third party risks*: insurance against all third party risks including liability for damage or injury of any kind to any property or person and also against other risks to the full extent required by law by a policy inuring for the benefit of OEG and the Customer;

(e) *Public risk*: public risk insurance relating to the Equipment for an indemnity (including damage to property of or injury to any person) of not less than twenty million dollars ($20,000,000).

9.2 Conditions of Insurance

(a) The insurances required by clause 99.1 must be taken out in the names of OEG and the Customer for their respective rights and interests. The Customer must be shown as the named insured and OEG as the Principal name insured. Each policy must expressly provide that all of its provisions, except the limits of liability, operate in the same manner as if they were a separate policy covering each insured.

(b) The insurances must be taken out with an insurer approved by OEG in writing. OEG's approval of an insurer will not be unreasonably withheld.

(c) Each policy must contain an agreement by the insurer to give OEG written notice of its intention to cancel the policy. Each policy must also contain a clause providing that, notwithstanding:

(i) The lapse of the policy (except by reason of expiration in accordance with its terms);

(ii) Any right of cancellation by the insurer; or

(iii) Any cancellation by the Customer (whether voluntary or involuntary),

(iv) That policy will continue in force for the benefit of OEG for at least thirty (30) days after written notice of cancellation has been given to OEG.

(d) The Customer must not, without the prior written consent of OEG, permit any reduction in limits or coverage in any insurance policy affecting or relating to the Equipment or this Agreement.

(e) Each policy must contain an agreement by the insurer to insure OEG's interest up to the limits of the policy regardless of any act or neglect of the Customer or any breach or violation by the Customer of any warranties, declarations or conditions contained in the policy.

9.3 Casualty

(a) If:

(i) *Total loss*: the Equipment are totally lost, stolen, compulsorily acquired, destroyed, seized, confiscated (each a "Casualty Occurrence") or if the Equipment are damaged to an extent which in the relevant insurer's opinion renders repair impractical or uneconomic (a "Write-off"), then the Customer must pay to OEG the replacement value of the Equipment; or

(ii) *Partial loss*: any part or parts of the Equipment suffer a Casualty Occurrence or a Write-off, then the Customer must pay to OEG the replacement value to that part or those parts. OEG will determine the replacement value in regard to that part or those parts by reference to the proportion of the value, utility or other relevant measure of the Equipment which has suffered the Casualty Occurrence or Write-off and will inform the Customer in writing of the basis of its calculation.

(b) Any amounts payable by the Customer to OEG under clause 9.3(a) must be paid within 30 days of receipt of an invoice from OEG.

9.4 Recovery of Insurance Money

While any moneys remain owing to OEG under this Agreement, OEG will be entitled to receive all moneys payable to the Customer or to OEG and the Customer by the insurer under any relevant insurance policy or by any other person in respect of damage to, or loss of, the Equipment. The Customer appoints OEG and each and every duly authorised officer of OEG the Customer's attorney to recover or reasonably compromise in the Customer's and OEG's respective names any claim for loss or damage under any such policy or

otherwise and to give effectual release and receipts for any claim.

9.5 Appropriation of Insurance Moneys

OEG is irrevocably authorised to appropriate any insurance or other moneys received by it in respect of a Casualty Occurrence to, or a Write-off of, the Equipment towards any moneys then due and owing by the Customer to OEG under this Agreement.

9.6 Protection of Insurance

(a) The Customer must not at any time do or suffer anything to be done to the Equipment or use, modify or otherwise affect the Equipment whereby the insurance on the Equipment against damage from any insurable risk may be rendered void or voidable. In any case where OEG approves in writing of any proposal of the Customer to increase the risk of damage to the Equipment, the Customer must pay any and all additional premiums and any other amounts of whatever nature necessary or desirable to extend the insurance cover on the Equipment required on account of the additional risk.

(b) If the Customer fails to maintain any policy of insurance required by these General Terms and Conditions, or such policy or policies of insurance lapse or are subsequently refused or declined then OEG may take out a separate policy of insurance to cover the Customer's insurance requirements at the Customer's cost. The Customer acknowledges and such costs are payable to OEG on demand.

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10 REPRESENTATION AND WARRANTIES

The Customer represents and warrants to OEG that:

(a) *Incorporation*: (if the Customer is a corporation) it is registered as a company under the Corporations Act 2001, and has the power to carry on its business and to own its property in the manner and in the locations in which such business is presently being carried on or property owned;

(b) *Corporate power*: (if the Customer is a corporation) it has full power and authority under its constituent documents to enter into this Agreement and to do all things required by this Agreement and all necessary meetings have been held and all resolutions have been passed as are required by its constituent documents and any other action necessary to authorise the execution and performance of this Agreement has been taken and this Agreement will constitute the legal, valid, binding and enforceable obligations of the Customer in accordance with its terms;

(c) *No breach*: except as disclosed in writing to OEG and dispensed with in writing by OEG, neither the execution nor the performance of this Agreement will:

(i) violate in any respect any statute, decree, rule or regulation or any determination, order or award of any court or any governmental, judicial or public body or authority applicable to the Customer;

(ii) cause any limitation (whether imposed by statute, decree, rule or regulation) on any of the powers of the Customer or on the Customer's right or ability to exercise such powers to be exceeded; or

(iii) conflict with or result in any breach of, or require any consent or approval under, any mortgage, agreement or other undertaking or instrument to which the Customer is a party or which is binding upon the Customer or any of the Customer's assets;

(iv) cause any limit on the powers of the Customer in respect of borrowing, guaranteeing, raising financial accommodation or otherwise as the case may be to be exceeded;

(d) *No existing default*: except as disclosed in writing to OEG and dispensed with in writing by OEG, the Customer is not in default or difficulty under any deed, agreement or other document or obligation to which it is a party or by which it is bound, or in respect of any financial commitment or obligation (including obligations under guarantees or other contingent liabilities), which default or difficulty is reasonably likely to adversely affect the ability of the Customer to comply with its obligations under this Agreement;

(e) *Compliance with legislation*: (if the Customer is a corporation) it is in full and ongoing compliance with its constituent documents and all companies and securities legislation and regulations and (whether or not the Customer is a corporation) the Customer is in full and ongoing compliance with all other legislation and regulations to which the Customer may at any time and from time to time be subject; and

(f) *Authority of signatory*: the individual(s) executing this Agreement on behalf of the Customer has the actual, express authority of the Customer to enter into this Agreement on behalf of the Customer, and the Customer agrees to be bound by the terms of this Agreement upon the execution of this Agreement by its authorised representative.

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11 DEFAULT AND TERMINATION

11.1 Events of Default

Each of the following events is an Event of Default, namely:

(a) If the Customer fails to pay any amounts payable under this Agreement on the due date for payment and such failure continues for more than one (1) Business Day;

(b) If the Customer fails to perform or observe any of the covenants or provisions of this Agreement on the part of the Customer to be performed or observed (other than a failure of the type contemplated by clause 11.1(a)) and (if capable of remedy) such default continues for more than ten (10) Business Days (or such longer period as OEG in its absolute discretion permits) after notice from OEG requiring the Customer to remedy the same;

(c) If OEG ascertains that the Customer has made any false, inaccurate or misleading statement having a material effect in relation to the making of this Agreement;

(d) If an application for the winding up or bankruptcy of the Customer or any Related Body Corporate (as that term is defined in the *Corporations Act 2001*) is presented and the Customer or the Related Body Corporate (as the case may be) cannot within ten (10) Business Days reasonably satisfy OEG that the application is frivolous or vexatious, or an order is made, or any resolution is passed, for the winding up of the Customer or any Related Body Corporate, provided always that it will not be an Event of Default where the winding up of the Customer or the Related Body Corporate (as the case may be) is for the purpose of reconstruction or amalgamation and has OEG's prior written consent (which consent will not be unreasonably withheld);

(e) An Insolvency Event occurs in relation to the Customer or any Related Body Corporate of the Customer;

(f) If any execution or other process of any court or authority is issued against or levied upon the Equipment (other than as a result of any act or omission on the part of OEG);

(g) If without OEG's prior written consent the Customer or any Related Body Corporate suspends payment generally or ceases to carry on its business or is insolvent;

(h) If without OEG's prior written consent the Customer or any Related Body Corporate enters into any arrangement, reconstruction or composition with its creditors or any of them;

(i) If the Customer or any Related Body Corporate appoints an administrator to the Customer or the Related Body Corporate, or begins any process in order to do so or if an inspector is appointed to investigate its affairs; or

(j) If the Equipment are abandoned or condemned or are seized or appropriated by any lawful authority and not released within twenty-one (21) days or are attached, sequestrated, impounded or restrained upon and not released within twenty-one (21) days unless such an event constitutes a Casualty Occurrence.

11.2 Consequences of a Default

If an Event of Default occurs OEG at its option may:

(a) *Enforce performance*: by proceeding by appropriate court action, either at law or in equity, enforce performance by the Customer of the applicable terms and provisions of this Agreement or recover damages for the breach concerned; or

(b) *Termination*: by written notice, immediately terminate this Agreement and:

(i) the Customer's right to possession of the Equipment, or

(ii) the provision of Services by OEG to the Customer; or

(iii) the sale of the Equipment to the Customer.

(c) Upon OEG giving the notice in clause 11.2(b), all rights of the Customer to or in the use of the Equipment,

or to benefit from the Services, or obtain the title to the Equipment (provided always that such title has not been transferred by the full payment of the purchase price) will terminate and OEG may, directly or by its agent, immediately take possession of the Equipment, and terminate the provision of Services. Any damages reasonably occasioned by OEG taking possession are expressly waived by the Customer. The Customer grants OEG a licence to enter on to the Worksite and any other location in which the Equipment is located for the purpose of taking possession of that equipment.

(d) OEG will, upon taking possession of the Equipment hold, possess and enjoy the Equipment free from any right of the Customer or its successors or assigns to use the Equipment for any purpose.

12 FORCE MAJEURE

Except for the timely payment of monies properly earned hereunder neither party shall be liable to the other for any breach of this Agreement to the extent that such breach may result from circumstances out with the control of the affected Party which circumstances could not have been reasonably foreseen at the date hereof and the effects thereof cannot be overcome by the application of due diligence by the affected party. In such circumstances the parties shall communicate at regular intervals not exceeding 7 days with a review to mitigating the effects of the applicable breach, until the circumstances causing the breach cease to exist and/or the parties can otherwise mutually agree an alternative means of by-passing the effects of the circumstances. A force majeure occurrence must be notified by the party wishing to invoke the occurrence to excuse it for not performing any obligation under this Agreement to the other party within 72 hours of commencement of the force majeure occurrence, failing which the party wishing to invoke the force majeure occurrence shall have forfeited the right to rely on force majeure to excuse it from not performing any obligation under this Agreement.

13 NOTICES

13.1 Service of Notices

A notice of other communication required or permitted under this agreement to be served on a person must be in writing and may be served:

(a) Personally on the person;

(b) By leaving it at the person's current address for service; or

(c) By posting it by prepaid post addressed to that person at the person's current address for service.

13.2 Particulars for Service

(a) The particulars for service of the Customer are those contained in the Schedule.

(b) The particulars of service of a notice to OEG are:

Attn:	Joel Horsley
Address:	84 Allen Road, Forrestdale, W.A., 6112, AUSTRALIA
Email:	joel.horsley@oeg.group

(c) Any party may change the address or facsimile number for service by giving notice to the other party.

(d) If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

13.3 Effective on Receipt

A notice or other communication is deemed served:

(a) If served personally or left at the person's address, upon service;

(b) If posted to and from addresses within the same country, four (4) Business Days after posting and in any other case, seven (7) Business Days after posting; and

(c) If received after 4.00 pm in the place of recipient or on a day which is not a Business Day, at 9.00 am on the next Business Day.

14 PRIVACY

(a) If the performance of the Customer's obligations under this Agreement involves the handling of Personal Information, the Customer must:

(i) comply with all applicable provisions of the Privacy Act;

(ii) ensure that its personnel are aware of OEG's privacy policy as may be provided to it by OEG from time to time;

(iii) comply with all reasonable requests or directions of OEG in connection with an obligation on an OEG Person under the Privacy Act or in connection with any applicable OEG directives or procedures;

(iv) not disclose, transmit or transfer that Personal Information outside of Australia or allow persons outside of Australia to have access to that Personal Information; and

(v) take all necessary steps to ensure that such Personal Information is securely stored and is protected against misuse, corruption, loss, modification, unauthorised access, interference, deletion or disclosure.

(b) The Customer must ensure that any Personal Information it provides, or causes to be provided, to OEG:

(i) is lawfully collected;

(ii) is accurate, up to date and complete; and

(iii) may lawfully be disclosed to or by OEG.

(c) OEG may collect, hold, use and disclose Personal Information about Customer personnel or otherwise disclosed to it by the Customer in accordance with its privacy policy.

15 MISCELLANEOUS

15.1 Goods and Service Tax

(a) In this clause GST refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999 (Cth)* (GST Act) and the terms used have the meanings as defined in the GST Act.

(b) All amounts payable by the Customer to OEG, being the consideration for the supply expressed in this Agreement, are exclusive of GST.

(c) In respect of any liability of OEG for GST under this Agreement or any consideration for any other taxable supply, the Customer must pay to OEG at the same time as any payment is made involving OEG in GST liability, the additional amount of GST, together with the payment to which it relates.

(d) The making of each payment by the Customer under clause 15.1(c) is subject to OEG delivering to the Customer, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations to enable the Customer to claim input tax credits in respect of the taxable supply.

15.2 Applicable Law and Jurisdiction

(a) This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Western Australia.

(b) The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Western Australia.

15.3 Dispute Resolution

(a) If a dispute arises between the parties in relation to this Agreement, the dispute must be dealt with in accordance with this clause.

(b) Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.

(c) If the dispute is not resolved by agreement within five (5) Business Days of the Second Party receiving the notice referred to in clause 15.3(b), either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five (5) Business Days or failing agreement within that period, by a mediator appointed by an application for nomination of a mediator made by either party. The costs of the mediator shall be borne equally between the disputing parties. The chosen mediator shall determine the procedures for the mediation. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

(d) If the parties have not mediated a resolution of the dispute within ten (10) Business Days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it thinks fit in relation to the dispute.

15.4 No Assignment

The Customer may not assign, whether in whole or part, its rights or any interest under this Agreement without the prior written consent of OEG.

15.5 No Waiver

In no event shall any delay, neglect or forbearance on the part of OEG in enforcing any provision of this Agreement be, or be deemed to be, a waiver thereof or a waiver of any other provision or shall in any way prejudice any rights of OEG under this Agreement.

15.6 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

15.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

15.8 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

15.9 Variation

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the parties.

EXECUTED AS AN AGREEMENT this the ____ day of _____20____.

OEG:

SIGNED for and on behalf of **OEG OFFSHORE PTY LTD (ACN 082 596 174)** by its duly authorised representative in accordance with s 126 of the *Corporations Act 2001* (Cth))

Authorised Representative

Name of Authorised Representative (PLEASE PRINT)

Position

Date

CUSTOMER:

SIGNED for and on behalf of)
COMPANY NAME:_____)
ACN: _____)
by its duly authorised representative in accordance with s 126 of the *Corporations Act 2001* (Cth)

Authorised Representative

Name of Authorised Representative (PLEASE PRINT)

Position

Date

SCHEDULE

Customer Particulars			
Company Name:			
Customer Ref:		Company No:	
Street Address 1:			
Street Address 2:			
City / Suburb:			
State:		Postcode / Zip:	
Country:			
Accounts Contact Name:		Email:	

Services Particulars		
Commencement Date:	Expiry Date:	
Service Description / Details	Rate (Ex GST)	Point of Origin

Hire Equipment Particulars						
Number of Hire Items:	Equipment Description / Details	Duration of Hire	Hire Start Date	Hire Expiry Date	Daily Hire Rate (EX GST)	Point of Origin

Purchase Equipment Particulars					
Number of Items:	**Equipment Description / Details**	**Collection / Delivery Date**	**Delivery Fee (Ex GST)**	**Purchase Price (EX GST)**	**Point of Origin**

Appendix A – Fair Wear and Tear

Fair Wear and Tear Criteria Rental Equipment

The acceptable thresholds shown in the Criteria Table below are derived from "TG-06: COA Guidelines for Container Interchange Criteria CIC-2 2020" and "LR IMS30-04-61 In-Service Inspection of Offshore Containers 2023". When interpreting the criteria for assessment of equipment condition the below exert from the "LR IMS30-04-61 In-Service Inspection of Offshore Containers 2023" is to be considered:

> "The effect of two or more items of damage in the same structurally sensitive component, even though each is less than that specified in the above table, could be equal to, or greater than, the effect of a single item of damage listed in the table……
> …….the overall deformation is the total deformation (single or multiple defects) combined on the same member, where such defects are located in close proximity, which is specified as being within 300mm of each other."

The basis of the criteria below is for the suitability of equipment condition for in field service and continual DNV certification. OEG reserves the right to request the repair or replacement of its equipment ether in part or entirety, if the condition of the equipment, including missing or damaged accessories, jeopardise the integrity of OEG assets.

Item Number	Equipment Component	Requirement	Limits of Fair Wear and Tear
1.	All Areas	Maximum acceptable modification	Nil allowed unless approved by OEG
2.	All Areas	Maximum acceptable area and thickness of rust and/or corrosion	Not applicable Any rust repairs are to OEG account unless proven that the hirer intentionally removed the protective surface coating
3.	All Areas	Maximum acceptable cracks and/or other damage in any joining welds	Cracked, modified or distorted welds are unacceptable.
4.	All Areas	Maximum acceptable separation, crack or tear in all other areas	Nil separation, cracks or tears in web of any length
5.	Primary Structure "load carrying and supporting frames and load carrying panels, and includes the following structural components: — pad eyes	Maximum acceptable scratch/dent/gouge	Damage (dent, gouge, deep scratch) as follows: 1. Cannot exceed 30mm in deformation in any direction. 2. Cannot exceed 20mm deformation on corner posts

	— load carrying and supporting frames — load carrying panels (floor, intermediate decks) — fork lift pockets — supporting structures for tanks and other heavy/significant items of equipment — corner/knee brackets” DNV-ST-E271 ed. Jan2021, amended Oct2021. Table 1-5 Definition of terms Page 17		3. Damage to two or more areas on the same section of the post cannot exceed 10mm on any one section. 4. Damage to two or more adjacent areas within an area of 200mm x 200mm on the same section of the post is unacceptable. 5. Damage to the radius of a primary beam shall not exceed 25% depth of the wall thickness at the point of impact. 6. Damage to the surface of a primary beam shall not exceed 15% depth of the wall thickness at the point of impact. 7. Damage that is within the acceptable criteria as above yet affects the primary functions of the unit shall be deemed as unacceptable damage. 8. Any cracks, tear or hole is unacceptable.
6.	Primary Structure	Maximum acceptable deviation in straightness allowed from normal linear axis	Maximum deviation allowed from the normal linear axis: L/1000 or 3mm, whichever is greater
7.	Lifting Points	Maximum acceptable damage and/or deformation	All Primary structure criteria applies with the addition of: 1. Lifting point shall not be twisted and/or bent. 2. Damage that is within the acceptance criteria as above, yet affects the primary functions of the unit shall be deemed as unacceptable damage.
9.	Fork Pockets	Maximum acceptable damage and/or deformation	Bending damage on a forklift pocket web cannot exceed 300mm deviation.

10.	Floor, Side and Roof Plates	Maximum acceptable deviation in straightness allowed (i.e. maximum deformation)	Deformation cannot exceed 35mm depth.
11.	Floor, Side and Roof Plates	Maximum acceptable scratch/dent/gouge	Deformation cannot exceed 35mm depth. Cracks, tears or holes are unacceptable.
12.	Slings	Maximum acceptable damage and/or deformation	Significant kinks, bends, squashing, Brid caging or broken wires on sling legs, or any damage to the heading assembly that requires repair is not acceptable.
13.	Doors	Maximum acceptable deviation in straightness allowed from normal linear axis	Maximum allowed from normal linear axis: L/1000 or 3mm, whichever is greater.
14.	Doors	Maximum acceptable damage to locking gear	Locking gear must be operational and without damage affecting the closure of the unit.
15.	Doors	Maximum acceptable damage to door seals	Door seal damage is considered Fair or Ordinary Wear and Tear unless it is identified that the user has taken undue care when using the unit.
16.	Coatings	Maximum acceptable damage to coating	All scratches or wear marks are acceptable unless it is proven that the surface coating has been intentionally removed or that a incompatible material has damaged the coating over an area exceeding 1m x 1m or it is identified that the user has taken undue care when using the equipment.
17.	Certification Plates	Maximum acceptable damage to plates and markings	Small scratches allowed. Unacceptable where information is illegible.
18.	Tank Containers	Maximum acceptable damage and or deformation to shell and service fittings	Deformation or abrasion to tank shell and/or service fittings is unacceptable.

19.	Tank Containers	Chemical damage to tank shell or interior.	Any corrosion, erosion or pitting found to be caused by exposure to incompatible product or incorrect use of the tank is unacceptable.
20.	Tank Containers	Staining and residual product	Heavy staining or residue that requires additional cleaning or removal may incur additional costs.

(OEG Document Reference OEGAU-Q-FO-241 Rev01 Fair Wear and Tear Criterial Rental Equipment)