

## BUDERIM AIR

### Short-Term Refrigeration Hire Terms & Conditions

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#### 1. Definitions

- 1.1 "Buderim Air" means Classic Services Company Pty Ltd T/A Buderim Air, its employees, subcontractors, technicians, agents and authorised representatives.
  - 1.2 "Hirer" means the person, company or entity hiring Equipment from Buderim Air.
  - 1.3 "Equipment" includes all trailer-mounted cold rooms, freezer rooms, portable refrigeration systems, temporary refrigeration equipment, shelving, leads, controllers and associated accessories supplied for hire.
  - 1.4 "Hire Period" means the period commencing upon delivery, collection or handover of the Equipment and ending upon return, collection or off-hire confirmation by Buderim Air.
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#### 2. Acceptance

- 2.1 Acceptance of a quotation, booking confirmation, payment, delivery, collection, electronic acceptance or use of the Equipment constitutes acceptance of these Terms & Conditions.
  - 2.2 These Terms & Conditions apply to all short-term refrigeration hire services supplied by Buderim Air unless otherwise agreed in writing.
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#### 3. Equipment Ownership

- 3.1 Equipment hired through Buderim Air may be owned by Refrigerated Rental Solutions Pty Ltd.
  - 3.2 Ownership of all hired Equipment remains with Refrigerated Rental Solutions Pty Ltd at all times unless otherwise agreed in writing.
  - 3.3 The Hirer obtains no ownership or equitable interest in the Equipment.
  - 3.4 Buderim Air and/or Refrigerated Rental Solutions Pty Ltd reserve the right to register their interest under the Personal Property Securities Act 2009 (PPSA).
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#### 4. Hire Period

- 4.1 Minimum hire periods may apply depending on the Equipment supplied.
  - 4.2 Hire charges continue until:
    - the Equipment is returned;
    - collected by Buderim Air; or
    - off-hire is confirmed by Buderim Air.
  - 4.3 Bookings remain tentative for a maximum of five (5) days unless payment and signed acceptance are received.
  - 4.4 Full payment and signed acceptance may be required prior to delivery unless otherwise agreed in writing.
  - 4.5 Equipment not available for collection at the agreed time may incur additional hire charges.
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#### 5. Delivery & Collection

- 5.1 Delivery and collection times are estimates only and may be affected by:

- traffic conditions;
- weather;
- site accessibility;
- vehicle access; or
- operational requirements.

- 5.2 The Hirer is responsible for ensuring:

- safe site access;
- suitable delivery access;
- stable and level ground suitable for placement;
- adequate turning and manoeuvring access; and
- unrestricted collection access.

- 5.3 Additional charges may apply where:

- access is restricted;
  - delivery cannot be completed safely;
  - waiting time occurs;
  - re-delivery is required;
  - towing assistance is required; or
  - recovery attendance is required.
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## 6. Site & Electrical Requirements

6.1 The Hirer is responsible for providing:

- suitable power supply;
- weather protection where required;
- safe operating conditions;
- adequate ventilation; and
- suitable placement conditions for the Equipment.

6.2 Buderim Air is not responsible for failures or damage caused by:

- inadequate power supply;
- overloaded circuits;
- power surges;
- generator faults;
- voltage fluctuations;
- electrical interference; or
- environmental conditions.

6.3 Generator use must comply with Buderim Air requirements and manufacturer operating specifications.

6.4 Equipment must not be operated where:

- ventilation is restricted;
- ambient temperatures exceed operating limits;
- drainage is inadequate; or
- unsafe operating conditions exist.

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## 7. Hirer Responsibilities

7.1 The Hirer remains responsible for:

- monitoring Equipment operation;
- monitoring temperatures;
- protecting stock and products;
- ensuring doors remain closed where practical;
- maintaining safe operation;
- reporting faults promptly; and
- securing the Equipment from theft, vandalism or damage.

7.2 Once delivered and positioned, Equipment must not be:

- relocated;
- moved;
- towed; or
- repositioned without written approval from Buderim Air.

7.3 The Hirer must not:

- modify the Equipment;
- interfere with controller settings;
- overload the Equipment;
- permit unauthorised repairs; or
- operate the Equipment outside intended operating conditions.

7.4 The Hirer is responsible for all loss or damage caused by:

- misuse;
- negligence;
- impact damage;
- theft;
- vandalism;
- flooding;
- storm damage;
- incorrect electrical supply

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## 8. Breakdown & Repairs

8.1 Buderim Air will make reasonable efforts to provide breakdown assistance during the Hire Period.

8.2 Breakdown attendance is subject to:

- technician availability;
- site accessibility;
- weather conditions;
- safety conditions; and
- parts availability.

8.3 Buderim Air does not guarantee response times.

8.4 The Hirer must immediately notify Buderim Air if Equipment is not operating correctly.

8.5 The Hirer must not attempt repairs or engage third parties to repair Equipment without written approval.

8.6 Mechanical and refrigeration breakdowns arising from normal operation are covered during the Hire Period.

8.7 Damage caused by:

- misuse;
- negligence;
- incorrect power supply;
- flooding;
- impact damage;
- unauthorised operation; or
- external causes is excluded from breakdown coverage.

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## 9. Stock Loss & Monitoring

9.1 The Hirer remains solely responsible for:

- stock monitoring;
- temperature monitoring;
- food safety compliance;
- product protection; and
- ensuring Equipment remains operational.

9.2 Buderim Air and/or Refrigerated Rental Solutions Pty Ltd shall not be liable for:

- stock loss;
- food spoilage;
- product damage;
- business interruption;
- loss of profits;
- consequential losses; or
- indirect losses arising from Equipment failure, power interruption or breakdown.

9.3 The Hirer acknowledges that refrigeration equipment may fail unexpectedly despite servicing or maintenance.

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## 10. Damage, Cleaning & Insurance

10.1 The Hirer is responsible for returning Equipment in clean and undamaged condition, fair wear and tear excepted.

10.2 Additional charges may apply for:

- excessive cleaning;
- odour removal;
- damage repairs;
- panel damage;
- flooring damage;
- refrigeration contamination;
- graffiti removal; or
- removal of abandoned goods.

10.3 The Hirer is responsible for insuring the Equipment against:

- theft;
- accidental damage;
- vandalism;
- storm damage;
- flood damage; and
- public liability arising from use of the Equipment.

10.4 The Hirer remains liable for damage occurring during the Hire Period regardless of fault.

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## 11. Weather Events & Force Majeure

11.1 Buderim Air shall not be liable for delays, failures or losses caused by:

- storms;
- flooding;
- cyclones;
- power outages;
- transport delays;
- road closures;
- natural disasters;
- civil unrest; or
- events beyond reasonable control.

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## 12. Payment Terms

12.1 Unless otherwise agreed in writing, hire charges are strictly COD.

12.2 Deposits or bond payments may be required prior to delivery.

12.3 Additional charges may apply for:

- late return;
- additional hire days;
- cleaning;
- damage;
- recovery;
- towing;
- after-hours attendance; or
- site delays.

12.4 Failure to make payment by the due date may result in:

- suspension of services;
- recovery of Equipment;
- debt recovery action;
- interest charges;
- registration of payment defaults with credit reporting agencies including CreditorWatch;
- commencement of QCAT proceedings; and
- recovery of associated legal and collection costs.

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## 13. Recovery Rights

13.1 Buderim Air and/or Refrigerated Rental Solutions Pty Ltd reserve the right to recover Equipment where:

- accounts become overdue;
- the Hire Period expires;
- the Equipment is being misused;
- the Equipment is at risk; or
- these Terms & Conditions are breached.

13.2 The Hirer authorises Buderim Air and/or Refrigerated Rental Solutions Pty Ltd to enter premises where reasonably necessary to recover Equipment.

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#### 14. Limitation of Liability

14.1 To the maximum extent permitted by law, Buderim Air's liability is limited to:

- repair;
- replacement; or
- resupply of the hire services.

14.2 Buderim Air and Refrigerated Rental Solutions Pty Ltd shall not be liable for:

- stock loss;
- food spoilage;
- product loss;
- business interruption;
- loss of profits;
- accommodation costs;
- consequential damages; or
- indirect losses arising from Equipment failure, delays or breakdowns.

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#### 15. General

15.1 These Terms & Conditions are governed by the laws of Queensland, Australia.

15.2 If any provision of these Terms & Conditions is found unenforceable, the remaining provisions shall remain in effect.

15.3 Buderim Air reserves the right to amend these Terms & Conditions for future hires without notice.

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#### 16. Acceptance

16.1 Acceptance of the quotation, booking confirmation, payment, delivery, collection, electronic acceptance or use of the Equipment constitutes acceptance of these Terms & Conditions.

16.2 The Hirer acknowledges that they have:

- reviewed the hire terms;
- had the opportunity to seek clarification;
- accepted the hire charges;
- accepted the payment terms; and
- accepted these Short-Term Refrigeration Hire Terms & Conditions.

16.3 The person accepting the hire warrants that they are authorised to approve the hire on behalf of the Hirer.