

**Johnson Plant Services
Terms & Conditions of
Hire ABN: 99 168 419 903**

1 Definitions

1.1 In this agreement unless the contrary intention appears:

Charge Basis means the hourly/daily/weekly/monthly basis for which the hire will be charged

Equipment means the goods hired to the Hirer under this agreement

Hire Charges means the rates and charges payable by the Hirer for the hire of the Equipment

Hire End Date means the date specified in the relevant Hire Schedule. If no date is specified the hire continues until terminated in accordance with this agreement.

Hire Period means the period commencing on the Hire Start Date and expiring on the Hire End Date.

Hire Schedule means a schedule which the Owner may require the Hirer to sign to hire particular Equipment and which includes particulars of the Equipment, the Hire Period for a hire and such other information as the Owner may decide to require. An indicative form of schedule is attached to this agreement.

Hire Start Date means in respect of a hire the date specified in the relevant Hire Schedule.

Hirer means any person who requests the Owner to hire Equipment, its successors, permitted assigns, employees, agents and any person claiming through, under or in trust for such person.

Minor Repairs means the greater of the amount specified in the Hire Schedule or \$2,000 per repair

Owner means Johnson Plant Services Pty Ltd or any of its related bodies corporate and is the owner of the Equipment.

PPS Law means the Personal Property Securities Act 2009 (Cth).

Weed and Seed Equipment means equipment that requires special cleaning for the purpose of complying with an industry standard.

2 Hire

2.1 The Owner agrees to hire Equipment to the Hirer under this agreement.

2.2 The Hirer must complete and sign a Hire Schedule and such other documents as the Owner may require. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between the Owner and the Hirer, together with any facility applications, guarantee or other contractual documents. The Owner may decline to hire Equipment in its discretion.

2.3 A Hire Schedule may contain further details of matters in respect of the hire. If so those apply as part of this agreement. If there is any inconsistency between the Hire Schedule and this agreement the terms of the Hire Schedule will prevail to the extent of the inconsistency.

3 Billing & Payment

3.1 Unless otherwise agreed, hire charges will commence (as noted on the Hire Schedule) from:

(a) The time the Equipment leaves the Owner's premises; or

(b) The Hire Start Date; or

(c) The time it arrives at the destination the Hirer specified

Hire Charges will continue until termination or expiration of the Hire Period in accordance with clause 9.

Hire Charges will continue to accrue if the Hirer fails for any reason to collect the Equipment at the agreed time.

3.2 The basis for Hire charges will be outlined in the Hire Schedule. These charges will be based on:

(a) Minimum hours per month; or

(b) Minimum hours per day and the minimum days per week; or

(c) Flat rate per day or month

- If the Equipment is used in excess of the specified minimum hours, additional hiring charges will be applied based on the specified hourly rate for that Equipment.
- 3.3 Unless otherwise agreed, all invoices are to be paid within 30 days from the end of month of the date of the invoice.
 - 3.4 Hire charges will apply on public holidays, irrespective of whether or not the Equipment is being used.
 - 3.5 In the event of an Equipment breakdown or off hire, the Hirer must notify the Owner immediately. Failure to notify the Owner immediately will result in Hire Charges continuing to accrue until notification is provided. The Hirer must notify the Owner prior to 9.00am on the day the Equipment is off hired, to avoid incurring the minimum hours per day charge. The minimum hours per month charge will be prorated for Equipment that breaks down or is off hired.
 - 3.6 If the Equipment is found to be operating on a day that was notified by the Hirer as broken down, off hired or stood down, hiring charges will apply. The Owner has installed an electronic tracking system to monitor daily the Equipment usage, please refer to clause 9.2.
 - 3.7 The rate of hire charge will be as specified by the Owner from time to time and may be varied by the Owner with written agreement by the Hirer.
 - 3.8 Unless otherwise specified on the Hire Schedule, the Hirer is responsible for wear and tear of tyres, minor repairs and Ground Engaging Tools (GET). The Owner may charge the Hirer a repair or replacement fee, proportionate to the Hirer's usage, as determined by the Owner from time to time.
 - 3.9 Weed and Seed Equipment hires must be hired for a minimum of 30 days. The Hirer cannot stand down the Equipment during the 30 days. In the event that the Hirer off hires the machine prior to the end of the 30 days, the Owner will still charge the Hirer for the 30 days of hire. It is the Hirer's responsibility to check that Equipment meets any applicable standard for Weed and Seed Equipment.
 - 3.10 The Hirer will pay a deposit if required by the Owner. This deposit will be forfeited to the Owner if the Hirer breaches this agreement. Forfeiture will not affect any other rights of the Owner under this agreement.
 - 3.11 In addition to the charges specified by the Owner, the Hirer will pay to the Owner the amounts of any tax, levy, charge or other expense paid or payable by the Owner to any government authority in respect of the use of the Equipment, together with the Owner's delivery and/or collection charges from time to time together with any expenses incurred by the Owner as a result of a breach by the Hirer of its obligations pursuant to this agreement (including legal costs on a solicitor-client basis).
 - 3.12 The Hirer agrees to pay the Owner's hire and other charges at the times and in the manner specified by the Owner or, if not specified within seven days of the date of the relevant invoice without set-off or demand. The Owner may at its option render invoices to the Hirer at the commencement or completion of the hire period or periodically throughout the hire period.
 - 3.13 Where any amount becomes overdue all unpaid amounts will immediately become due and payable by the Hirer to the Owner.
 - 3.14 The Owner may charge interest on all amounts not paid by the Hirer by the due date at the rate of 1% per annum plus the Bankwest's commercial overdraft interest rate on accommodation in excess of \$100,000 from and including the due date to the actual receipt of payment. If that rate is not readily ascertainable the Owner may apply what the Owner reasonably considers to be an equivalent rate. The rate applies whether or not the Owner notifies it to the Hirer.

4 Suitability

- 4.1 The Hirer agrees that before accepting the Equipment it has satisfied itself as to the suitability, condition and fitness for purpose of the Equipment without relying upon the skills or judgment of the Owner or any person purporting to act on its behalf. The Hirer acknowledges that, to the extent permitted by law, the Owner has not made

any representation or warranty (other than as expressly set out in writing) as to the suitability, condition and fitness for purpose of the Equipment or any other matter. In the event that the Equipment hired is incorrect and a replacement of that Equipment is required, the Owner reserves the right to charge for the duration of the Hire Period.

5 STAND DOWN

- 5.1 The Hirer may not stand down Equipment without prior written agreement from the Owner.
- 5.2 Stand Down rates will be 50% of the Hire Charge noted in the Hire Schedule.

6 PROPERTY

- 6.1 Ownership of the Equipment will at all times remain with the Owner.
- 6.2 No person will be entitled to use, dispose of or otherwise deal with the Equipment in any way, which is inconsistent with the Owner's rights or these conditions.
- 6.3 Neither payment of compensation nor any other circumstance or event will amount to, constitute or result in any transfer of property or interest in the Equipment from the Owner.
- 6.4 This agreement is personal to the Hirer and the Hirer will not:
 - (a) Assign or sub-contract its rights and obligations without written agreement from the owner;
 - (b) Sell or offer for sale, assign, mortgage, pledge, lend or otherwise part with possession of the Equipment;
 - (c) Allow any other person to use or have possession of the Equipment; or
 - (d) Allow any lien to be levied upon the Equipment whether for repairs or otherwise, without the prior written consent of the Owner, which may be withheld at the Owner's absolute discretion.
- 6.5 The Hirer acknowledges that the Owner may inspect the Equipment at any time during the period of hire, whether notice of such inspection is given to the Hirer or not, and the Hirer shall provide to the Owner all assistance and co-operation necessary to facilitate such inspection of the Equipment.

The Hirer shall indemnify the Owner in relation to any action for trespass in the course of the Owner reasonably exercising its right to inspect the Equipment.
- 6.6 The Hirer will protect the Equipment against execution or seizure and will indemnify the Owner against all resultant losses (including any consequential losses), costs, charges, damages and expenses (including any legal costs on a solicitor and client basis) incurred by the Owner as a result of a breach of clause 4 by the Hirer.
- 6.7 The Hirer will maintain the Equipment on a daily basis in compliance with the OEM specifications.
- 6.8 The Owner may assign or sub-contract its rights and obligations under this agreement without notice to the Hirer.

7 Equipment Breakdown

- 7.1 **Obligations of Hirer:** If the Equipment breaks down or becomes unsafe to use during the Hire Period the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under this agreement to safeguard the Equipment. The Hirer must also:
 - (a) Immediately stop using the Equipment and notify the Owner
 - (b) Take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment; and
 - (c) Take all steps necessary to prevent any further damage to the Equipment; and
 - (d) Not repair or attempt to repair the equipment without the Hirer's written consent
 - (e) Where the Hirer is responsible for Equipment repairs, these repairs are to be carried out expediently. Any failure to remedy breakdowns or repairs in an expedient manner will be charged to the Hirer.

- 7.2 **Obligations of the Owner:** if the Equipment breaks down or becomes unsafe to use (through no act or omission of the Hirer including misuse, recklessness and negligence), the Owner will:
- (a) Repair the Hire Equipment or provide suitable substitute Equipment when reasonably possible after being notified by the Hirer; and
 - (b) Not impose Hire Charges for that portion of the Hire Period the Equipment could not be used, nor any costs associated with any repair or replacement of the Equipment
 - (c) Carry out / arrange any repair of the Equipment as quickly as reasonably possible
- 7.3 If the Equipment is broken down or becomes unsafe to use due to any act or omission of the Hirer, the Hirer will be liable for all costs for the repair or replacement and continuing Hire Charges while the Equipment is being repaired and/or replaced.
- 7.4 The Owner will not be liable for any expenditure, damages, losses, costs or inconvenience incurred by the Hirer arising from a breakdown of the Equipment.

8 Lost, Stolen or Damaged Hire Equipment

- 8.1 If the Equipment is lost, stolen or damaged, the Hirer is responsible for:
- (a) Immediately notifying the Owner of the details. Notification shall not absolve the Hirer from its obligations under this agreement to safeguard the Equipment; and
 - (b) The cost of the repairs; or
 - (c) Replacement (if it cannot be repaired) at the Owner's reasonable discretion; and
 - (d) Continuing Hire Charges until the repair or replacement of the Equipment is complete and available for hire; and
 - (e) Other reasonable costs and expenses associated with the repair / replacement of the Equipment.
- 8.2 If the Owner is required by any relevant authority, is requested by the Hirer, or elects in its unfettered discretion to salvage the Equipment, then all salvage costs shall be payable by the Hirer.

9 The Hirer's obligations

- 9.1 The Hirer will:
- (a) Pay all hire charges together with any other charges or amounts that may become due and payable to the Owner under the terms of this agreement;
 - (b) Upon delivery or collection of the Equipment immediately examine the Equipment to satisfy itself as to its condition.
 - (c) In accepting the Equipment the Hirer acknowledges that it has not in any way relied upon the skill or judgment of any representations made by or on behalf of the Owner in respect of the Equipment, its purpose, use or performance;
 - (d) Use the Equipment in a skillful, proper, safe and prudent manner and only for the purpose and within the capacity for which it was designed;
 - (e) Notify the Owner of any breakdown, stand down and off hire;
 - (f) Perform service and maintenance routines for the Equipment as per the OEM's specifications;
 - (g) Ensure that the Equipment is operated by a suitably qualified, trained, experienced and (if necessary) certified operator. If the Owner supplies an operator to operate the Equipment the operator shall be under the sole direction and control of the Hirer and for the purpose of this agreement shall be deemed to be the employee of the Hirer. The Hirer shall be responsible for any claims whatsoever arising in connection with the operation of the Equipment by such an operator or any third party and, if an operator is provided by the Owner, the Hirer shall not allow any other person to operate the Equipment without the Owner's prior written consent;
 - (h) At its own expense clean, fuel, lubricate and keep and maintain Equipment in good condition and repair failing which the Hirer will reimburse the Owner for any costs, claims, loss, damage or expenses (including legal expenses

- on a solicitor client basis) incurred by the Owner;
- (i) Repair or replace at its own cost any flat and/or damaged tyres as per the Hire Schedule;
 - (j) Be responsible for all tyre / track wear as specified as per the Hire Schedule;
 - (k) Clean the Equipment thoroughly on the expiry of the hire period. If the Hirer fails to clean the Equipment properly in the Owner's opinion then the Owner may undertake the cleaning and the Hirer shall be liable for a cleaning charge;
 - (l) Ensure that the Equipment is stored safely, securely and protected from theft;
 - (m) Not alter, make additions to, deface or erase any identifying mark, plate, trademark writing or number on or in the Equipment or interfere with or modify the Equipment in any other manner;
 - (n) Be liable for the cost of freight to retrieve Equipment that has been abandoned for any reason;
 - (o) Comply at its own expense with all local authority, State and Federal laws, ordinances and regulations including in particular any occupational health and safety laws which may affect the Equipment while it is in the possession of or being used by the Hirer;
 - (p) Not without prior written consent of the Owner, keep or store in the Equipment or on or near any of the Equipment any volatile spirits or explosive goods or goods that are or may become dangerous, corrosive, highly combustible, offensive (including radioactive materials) or likely to encourage any vermin or pests. Any such goods stored in or near the Equipment may at any time be destroyed, disposed of, abandoned or rendered harmless by the Owner without compensation to the Hirer and without effecting the Owner's rights under this agreement. The Hirer authorises the Owner to have unrestricted access to the Equipment for the purpose of exercising the Owner's rights under this clause;
 - (q) Supply the operator of the Equipment with all necessary manuals and instructions (both written and oral) necessary for the safe use of the Equipment and the appropriate safety clothing;
 - (r) Must notify the Owner if they intend to use a hydraulic attachment that has not been supplied by the Owner. The Hirer may be charged an additional hourly rate for attachment usage as determined by the Owner.
- 9.2 The Owner uses an electronic tracking system on the Equipment. The Equipment usage is monitored daily and a data report is produced for Equipment usage, frequency and mode of attachment usage, breakdowns, general daily activities and negligent behaviour which includes over revving the engine. Should the information provided under by the Hirer not match the information provided by the electronic tracking system, the Hirer will be charged additional hiring fees.

10 Release and Indemnity

- 10.1 The Hirer hereby releases the Owner from, and agrees to indemnify the Owner in respect of, any third party claims, actions, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the hire or use of the Equipment by the Hirer of this agreement whether caused by the negligence of the Owner, the Hirer or any other person, or the breakdown, failure, operation, misdelivery or non-delivery of the Equipment or any other matter.

11 Termination of Hire

- 11.1 The Owner may at any time and in its unfettered discretion terminate the hire of the Equipment to the Hirer by providing 30days written notice where upon the Hirer shall immediately attend to any of the obligations remaining under this agreement and make the Equipment available for collection.

- 11.2 The Hirer may terminate the hire of the Equipment at the expiry of the minimum hire period (as noted in the Hire Schedule) by providing 30days written notice and as specified in the Hire Schedule:
- (a) Deliver the Equipment to the Owner at a time acceptable to the Owner during normal working hours; or
 - (b) Notify the Owner that the Equipment is ready for collection
- The Hirer must obtain an "Off Hire" number, failing which the Hirer will not be deemed to have notified the Owner that the Equipment is ready for collection and the Hire will incur charges until this number has been obtained.
- 11.3 If the Equipment is returned to or collected by the Owner in a state which is unsatisfactory or in breach of the terms of this agreement then the Hire Period will be deemed to continue until the Equipment is in a state which is satisfactory to the Owner, or any breach of this agreement has been remedied (whichever is the later).
- 11.4 Upon termination of hire, the Owner is entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner as his agent and authorises and licences the Owner to:
- (a) Enter upon any land or premises upon which the Equipment is situated or where the Owner has any reason to believe that the Equipment may be situated;
 - (b) Disconnect, dismantle and remove the Equipment whether or not it is affixed to the land or the premises, connected to property or equipment not owned by the Owner, in use by the Hirer or any other person or containing property not owned by the Owner.
- 11.5 The Hirer releases the Owner from and indemnifies the Owner against any claims arising from removal and collection of the Equipment in accordance with this clause. Should the Equipment contain any property not owned by the Owner, the Owner shall store that property for a period of 14 days from the termination of hire. The Owner may charge the Hirer reasonable storage fees for the storage of that property. Should the property not be collected at the expiration of 14 days after the termination of the hire of the Equipment the Owner may sell the property and the Hirer releases the Owner from and indemnifies the Owner against any claims which any person may have directly or indirectly arising from the sale of the property or whether through negligence, sale at under value, sale of property owned by a third party or howsoever.
- 11.6 After termination of hire, and until the Equipment has been collected by the Owner, the Equipment shall remain at the sole risk of the Hirer, and the Hirer will indemnify the Owner in respect of any loss of or damage to the Equipment those circumstances and where an off hire number has been obtained but the Owner has not collected the Equipment.
- 11.7 If the hire period is terminated prior to the expiry of the Minimum Hire Period, the Owner may apply hiring charges from the day the Equipment is prematurely off hired until the end of the hire term as indicated in the Hire Schedule.

12 Insurance

- 12.1 The Hirer will maintain at its own expense all appropriate policies of insurance:
- (a) For all damage to or arising out of the hire of the Equipment in an amount not less than the full new replacement cost of the Equipment; and
 - (b) For all third party and public liability risks in respect of the hire or use of the Equipment by the hirer for not less than \$10 million for any one occurrence.

13 PPS Law

- 13.1 This clause applies to the extent that the Owner's interest in respect of a hire provided for in this agreement is a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) (PPS Law"). References to PPS Law in this agreement include references to amended, replacement and successor provisions or legislation.
- 13.2 11.2 The Owner may register any actual impending or likely security interest. The Hirer may not make any Claim against the Owner in respect of any registration even

if it is determined that the Owner should not have registered a security interest. The Hirer must do anything (such as obtaining consents and signing documents) which the Owner requires for the purposes of:

- (a) Ensuring that the Owner's security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - (b) Enabling the Owner to gain first priority (or any other priority agreed to by the Owner in writing) for its security interest; and
 - (c) Enabling the Owner to exercise rights in connection with the security interest.
- 13.3 11.3 The rights of the Owner under this document are in addition to and not in substitution for the Owner's rights under other law (including the PPS Law) and the Owner may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it the Owner's security interest will attach to proceeds.
- 13.4 To the extent that Chapter 4 of PPSA applies to any security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this agreement in respect of all goods to which that section can be applied:
- (a) Section 95 (notice of removal of accession to the extent it requires the Owner to give a notice to the Hirer);
 - (b) Section 96 (retention of accession);
 - (c) Section 121(4) (notice to grantor);
 - (d) Section 125 (obligations to dispose of or retain collateral);
 - (e) Section 121(4) (notice of grantor);
 - (f) Section 125 (obligations to dispose of or retain collateral);
 - (g) Section 130 (notice of disposal to the extent it requires the Owner to give a notice to the Hirer);
 - (h) Section 129(2) and 129(3);
 - (i) Section 132 (3)(d)(contents of statement of account after disposal);
 - (j) Section 132(4)(statement of account if no disposal);
 - (k) Section 135 (notice of retention);
 - (l) Section 142 (redemption of collateral); and
 - (m) Section 143 (re-instatement of security agreement).
- 13.5 11.5 The following provisions of the PPS Law;
- (a) Section 123 (seizing collateral);
 - (b) Section 126 (apparent possession);
 - (c) Section 128 (secured party may dispose of collateral);
 - (d) Section 129 (disposal by purchase);
 - (e) And section 134(1) (retention of collateral) may, if applicable, confer rights on the Owner.
- The Hirer agrees that in addition to those rights, the Owner shall, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that the Owner may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 13.6 The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law. This waiver also extends to any verification statement in respect of security interests arising or provided for under security agreements prior to the date of this agreement.
- 13.7 The Owner and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to the Owner the benefit of section 275(6)(a) and the Owner shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.

- 13.8 The Hirer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of the Owner. The Hirer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless the Owner (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to the Owner and must be expressed to be subject to the rights of the Owner under this agreement. The Hirer may not vary a sub-hire without the prior written consent of the Owner (which may be withheld in its absolute discretion).
- 13.9 The Hirer must ensure that the Owner is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.
- 13.10 The Hirer must take all steps including registration under PPS Law as may be required to:
- (a) Ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - (b) Enabling the Hirer to gain (subject always to the rights of the Owner) first priority (or any other priority agreed to by the Owner in writing) for the security interest; and
 - (c) Enabling the Owner and the Hirer to exercise their respective rights in connection with the security interest.
- 13.11 To assure performance of its obligations under this agreement, the Hirer hereby gives the Owner an irrevocable power of attorney to do anything the Owner considers the Hirer should do under this agreement. The Owner may recover from the Hirer the cost of doing anything under this clause, including registration fees.

14 Miscellaneous

- 14.1 This agreement replaces and supersedes all other terms and conditions of hire, previously in force between the Owner and the Hirer and no variation of these conditions will bind either party unless confirmed by the Owner in writing.
- 14.2 The Owner may from time to time give notice to the Hirer amending any provision in this agreement. However the variation will not take effect in respect of any hire that has commenced before the notice is given to the Hirer.
- 14.3 Any notice or invoice which by this agreement may be served or rendered by the Owner may be served or rendered by leaving it at or posting it to the address of the Hirer as stated in this agreement or last notified in writing by the Hirer to the Owner and will be deemed to have been served or rendered at the time of leaving or, if posted, on the business day following the day of postage and any notice may be signed by a manager, director or solicitor of the Owner on behalf of the Owner.
- 14.4 The person signing this agreement for and on behalf of the Hirer agrees with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.
- 14.5 If this agreement or any part of it becomes void or unenforceable for any reason then that part will be severed from this agreement to the intent that all parts that do not become void or unenforceable will remain in full force and effect and be unaffected by any severance of other parts.
- 14.6 The rights and obligations of the Hirer and the Owner will continue and not be affected by termination of the Hirer of the Equipment. Termination of the hire of the Equipment will be without prejudice to any action already given to the Hirer or Owner in respect of any breach of this agreement by the other party.
- 14.7 The parties acknowledge that this agreement contains the entire agreement

concluded between the parties notwithstanding any prior or subsequent negotiations or discussions or representations. Any such conditions, warranties or representations are hereby expressly excluded.

- 14.8 Time is to be of the essence of all obligations of the Hirer in this agreement.
- 14.9 Failure by the Owner to insist upon strict performance of any terms contained herein, or to exercise in whole or in part any right that it may have under this agreement at law, shall not be a waiver of any rights that the Owner may have and shall not be deemed a waiver of any rights that the Owner may have and shall not be deemed a waiver of any subsequent breach of any term in this agreement.
- 14.10 A statement in writing made up from the books of the Owner and signed by any director, secretary or credit manager of the Owner of the amount owing by the Hirer as at the date mentioned in that statement will be prima facie evidence that the amount is due and owing without it being necessary to produce any books or vouchers to verify the same.
- 14.11 Any credit accommodation granted may be withdrawn at any time for any reason without notice.
- 14.12 The Hirer agrees that in the event of any litigation arising in connection with this agreement that the action be commenced out of a Court of competent jurisdiction in the central business district of the capital of the state in which this agreement is signed by the Owner.