



www.rosenlund.com.au

RENTAL AGREEMENT

Rosenlund Contractors Pty Ltd
 PO Box 169 Virginia QLD 4014
 Phone: 07 3260 6155 FAX: 07 3260 7421
 ABN: 65 067 972 034

CUSTOMER:

AGREEMENT NUMBER:

DATE:

CUSTOMER ID:

ROSENLUND REP:

PHONE\FAX:

EMAIL:

RENTAL DETAILS

EQUIPMENT:	<input type="text"/>	METER READING:	<input type="text"/>
COMMENCEMENT DATE:	<input type="text"/>	ROSENLUND UNIT NO:	<input type="text"/>
RENTAL TERM:	<input type="text"/>	COMPLETION DATE:	<input type="text"/>
PAYMENT TERMS:	<input type="text" value="Select or type..."/>	JOB NUMBER\SITE:	<input type="text"/>
SPECIAL CONDITIONS:	<input type="text"/>		
INSURANCE COVER:	<input type="text"/>	INSURANCE VALUE:	<input type="text"/>
INSURANCE COST PER HOUR:	<input type="text"/>	INSURANCE REQUIREMENT:	<input type="text"/>
RATE PER HOUR:	<input type="text"/>	MINIMUM MONTHLY RATE:	<input type="text"/>

CONTRACT SCHEDULE

GENERAL RESPONSIBILITIES	ROSENLUND	CUSTOMER	COMMENTS
FREIGHT	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
MOBILISATION/DEMobilISATION	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
COMMISSIONING/DECOMMISSIONING	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
DAMAGE/MISUSE	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
REPAIRS	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
CONSUMABLES	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
TYRES	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
UNDERCARRIAGE	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
DAILY SERVICING	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
PM SERVICE/ OWA SAMPLES	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
LOCAL OPTIONS	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
BODY/BLADE/BUCKET/RIPPER	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
PANEL/GLASS	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
CLEANING MACHINE	<input type="radio"/>	<input type="radio"/>	<input type="text"/>

Customer Acceptance* _____
 (Print Name)

Manager Acceptance _____
 (Print Name)

Date _____

Date _____

Signature _____

Signature _____

*** The signatory acknowledges that it is duly authorised to sign on behalf of the Customer.**

The Customer acknowledges having received, read & understood the attached Rental Terms & Conditions.

All Goods supplied are subject to Rosenlund Contractors Pty Ltd Rental Terms and Conditions.

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MACHINE INSPECTION REPORT

DATE OF LAST SERVICE	<input type="text"/>	NEXT SERVICE DUE	<input type="text"/>
NAME OF OPERATOR	<input type="text"/>		

INSPECTION ITEM	COMPLIES/COND. OK?	DEFECTS TO BE RECTIFIED
Maintenance/Service records-OFFICE NOT TECHNICIANS	N/A	<input type="text"/>
Operation Manual available	N/A	<input type="text"/>
DRC Book Available	N/A	<input type="text"/>
All guards fitted and optional	N/A	<input type="text"/>
Moving parts guarded	N/A	<input type="text"/>
Travel/Reverse alarm/Horn operating	N/A	<input type="text"/>
Flashing amber beacon working	N/A	<input type="text"/>
Lights and indicators operational	N/A	<input type="text"/>
Operator seating and controls	N/A	<input type="text"/>
Seat belt fitted and in good condition	N/A	<input type="text"/>
Windows/Windscreen/Mirrors, not cracked or broken	N/A	<input type="text"/>
Windscreen wipers functioning properly	N/A	<input type="text"/>
Lifting points marked with a SWL	N/A	<input type="text"/>
UHF Radio	N/A	<input type="text"/>
Safety Bars/Props Fitted	N/A	<input type="text"/>
Fire protection fitted/Fire extinguisher date valid	N/A	<input type="text"/>
Hydraulic lines capped	N/A	<input type="text"/>
Air conditioner working	N/A	<input type="text"/>
Service sticker attached	N/A	<input type="text"/>
General Bodywork condition	N/A	<input type="text"/>
ROPS/ FOPS	N/A	<input type="text"/>
Fall protection when accessing the machine platform (handrails)	N/A	<input type="text"/>
Step-hand grips in place - no damage	N/A	<input type="text"/>
No Visible oil leaks at hydraulic hoses & connections	N/A	<input type="text"/>
Quick Hitch latching device fitted, working, safety pin (CHECK FOR MOVEMENT AND LEAKS)	N/A	<input type="text"/>

Tyres in satisfactory condition & serviceable for use	<input type="text" value="N/A"/>
Burst protection valves	<input type="text" value="N/A"/>
Plant free from loose spoil/material/weeds/fire ants before coming to site and commencing works	<input type="text" value="N/A"/>
Ensure machine has damper case drain sticker on window - stating "check damper case drain daily" excluding Kobelco	<input type="text" value="N/A"/>
Ensure plant has been started	<input type="text" value="N/A"/>
Ensure plant is fully fuelled	<input type="text" value="N/A"/>
Check all oil, fluid and coolant levels. Top up if necessary	<input type="text" value="N/A"/>
Steering optional	<input type="text" value="N/A"/>

 File Attachment

Comments



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RENTAL TERMS AND CONDITIONS

DEFINITIONS

Commencement Date means the date set out in the Rental Details.

Meter Reading the service meter units (hours) registered on the equipment at the Commencement Date of the Agreement.

Consumables means all fuel, oil, fuses, light globes, fire extinguishers, fire systems, radios / CD players, audio speakers, UHF / 2 way radios, buckets, dump bodies (including liner packages), ground engaging tools, undercarriage, tyres, hydraulic hoses (external / work equipment / lift cylinder area only), brake linings (operational wear), drive and ancillary belts, access ladders and all other non-OEM items (including but not limited to; fast fuels, service couplers, isolation switches).

Contract Schedule the schedule outlining the maintenance program responsibilities for the Equipment on the front page of this Agreement.

Customer means the customer set out in the Rental Details and includes the Customer's employees, executors, administrators and representatives.

Equipment means the equipment set out in the Rental Details including any and all accessories, tools, attachments, parts, manuals, instructions and packing and transferable materials, substitute and replacement Equipment, unless indicated to the contrary in these terms.

Inspection Report in Schedule 1 outlining the condition of the Equipment prior to the Commencement Date and the condition of the Equipment on the Completion Date at the Customer's site for machine's that require demobilisation or when the machine is returned to Rosenlund Contractors for machines that do not require demobilisation.

Insurance Value The value the equipment must be insured for, if the customer is responsible for insuring the equipment.

Rosenlund means Rosenlund Contractors Pty Ltd ABN 65 067 972 034 and includes its officers, employees, agents, contractors, successors.

Blanfair means Blanfair Pty Ltd ABN 76 011 064 663 and includes its officer, employees, agents, contractors, successors.

OWA means oil wear analysis, performed by Rosenlund by a third party.

Minimum Monthly Hours means the minimum amount of hours the Customer will be charged for each month, regardless of whether the actual hours are less.

Minimum Monthly Rate means the minimum rate the Customer will be charged each month, regardless of whether the actual hours are less.

Operation and Maintenance Manual means the most current manual issued or approved by Rosenlund Contractors containing the operating and service instructions for the Equipment and includes all other manuals, the most current Manufacturer's instructions or KAL requirements as to the Equipment issued to the Customer.

Rental Charges means the rental charged by Rosenlund Contractors to the Customer for the rent of the Equipment as set out in the Rental Details.

Rental Return Conditions means the conditions set out in Schedule 2.

Site means the location at which the Equipment is to be located as set out in the Rental Details, or such other location as agreed by Rosenlund Contractors.

1 Agreement

- (a) Rosenlund Contractors rents the Equipment to the Customer on the terms set out in this Agreement. This Agreement constitutes the entire agreement
- (b) This Agreement may only be varied in writing and signed by both parties.
- (c) This Agreement commences on the Commencement Date and continues for the Rental Term unless terminated sooner in accordance with this Agreement.

2 Rental Charges and Other Charges

- (a) Rental Charges are payable from the Commencement Date and until this Agreement is terminated in accordance with clause 7.
- (b) The Customer must pay all amounts specified in the Rental Details together with:
 - i) A charge for delivery and mobilisation, commissioning, and decommissioning, demobilisation, and return of the Equipment to the originating Rosenlund branch;
 - ii) Any taxes, duties (including stamp duty) levies, charges or imposts payable in respect of this Agreement or the transactions contemplated by it;
 - iii) A sum equal to the amount of any goods and services tax (GST) payable by Rosenlund on any supplies made by Rosenlund under or in connection with this Agreement, calculated by multiplying the GST exclusive consideration payable for the relevant supply or supplies by the prevailing GST rate;
 - iv) Any costs or expenses reasonably incurred by Rosenlund in enforcing this Agreement, as a result of the Customer's breach or in order to return the Equipment to the same condition as at the Commencement Date (including cleaning costs);
- (c) The Customer must pay the Rental Charges within 30 days of invoice date or as the terms specified.
- (d) The Customer must pay interest, calculated on daily balances, on any amount not paid within 30 days of the date due for payment. The rate of interest is the National Australia Bank's indicator lending rate from time to time plus 3% per annum. Interest is payable on demand and may be capitalised at such times as Rosenlund may determine in its sole discretion.

3 Use of Equipment (Customer Obligations)

- (a) The Equipment always remains Rosenlund property and the Customer only has right to use it. Unless expressly set out in the Agreement, the Customer has no option or right to purchase the Equipment.
- (b) The Customer must do everything necessary to protect the interests of Rosenlund in the Equipment, making it clear to others that Rosenlund is the owner of the Equipment.
- (c) The Customer must immediately inform Blanfair of any repairs required and these repairs must be completed by Blanfair Service unless agreed in writing.

- (d) The Customer must permit Rosenlund to affix plates or marks of ownership on the Equipment to indicate Rosenlund ownership.
- (e) The Customer must not part with possession of the Equipment without Rosenlund prior written consent.
- (f) The Customer must not give any other person an interest in or any form of security over the Equipment.
- (g) All, attachments and replacements to any part of the Equipment must be approved in writing and any attachments and replacements to any part of the Equipment become Rosenlund property.
- (h) Prior to the Commencement Date, the Inspection Report in Schedule 1 must be signed by both parties.
- (i) Risk in the Equipment passes to the Customer upon delivery to the Site and remains with Customer until the Equipment is collected by Rosenlund or returned to Rosenlund premises by the Customer.
- (j) The Customer bears the risk of any loss or damage, whether caused by the Equipment or its operation and all costs incurred in respect of the Equipment including the cost of repairing or replacing the Equipment at full Replacement Value, salvage costs and Rental Charges incurred while the Equipment is repaired or replaced during the Rental Term whether or not it is insured.
- (k) The Customer must ensure that the Equipment is:
 - (i) Operated by a suitably trained, licensed, experienced and (where necessary) certified operator and is operated in accordance with the Operation and Maintenance Manual and Rosenlund instructions and all relevant laws, regulations, rules and regulatory guidelines;
 - (ii) Returned to Rosenlund in accordance with the Rental Return Conditions in Schedule 2 and Inspection Report in Schedule 1 ;
 - (iii) Used for the purpose for which it was designed, in suitable terrain and in a manner which has regard for the capacity, capabilities and limitations of the Equipment;
- (l) The Customer must, at its expense;
 - (i) Maintain the Equipment in accordance with the Rosenlund Operation and Maintenance Manual using recommended lubricants, parts manufactured by Rosenlund (or equivalent quality parts approved by Rosenlund in writing) and properly trained and competent persons (approved by Rosenlund in writing);
 - (ii) Pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Equipment including Consumables, fittings, and accessories;
 - (iii) Unless otherwise detailed in the Agreement, undertake KOWA oil sampling program throughout the Term and send the results by facsimile to the Rosenlund branch notified by Rosenlund;
 - (iv) Unless otherwise detailed in the Agreement, engage Blanfair to complete 1000 hours inspections Preventative Maintenance Clinic tests;
 - (v) Promptly comply with the reasonable requirements of Blanfair as to the repair, renewal or replacement of any portion of the Equipment.
 - (vi) Keep the Equipment secure and where possible within a lockable compound when not in use.
- (m) The Customer must immediately notify and provide full details to the Rosenlund Plant Manager in writing of any loss, theft, breakdown or damage to the Equipment. Subject to clause 8, Rosenlund will use reasonable endeavours to repair or replace the Equipment at Rosenlund discretion and at the Customer's expense after receiving such notification. Any Equipment supplied as a replacement will be supplied for the unexpired balance of the Term on the same terms as this Agreement.
- (n) If the Equipment breaks down or becomes unsafe to operate, the Customer shall immediately stop using the Equipment, ensure that it does not sustain any further damage and prevent the Equipment from causing injury, loss or damage to any person or property. The Customer must not repair or attempt to repair the Equipment without Rosenlund prior written consent.

4 Access and Inspection

- (a) The Customer must provide Rosenlund\Blanfair with access to the Site for the purpose of inspecting the state of repair of the Equipment and to exercise its rights under this Agreement. This will take place during normal business hours and reasonable notice will be given to the Customer (except in an emergency when no notice is required).
- (b) Rosenlund may do anything that the Customer should have, but has not, done under this Agreement and Customer must reimburse Rosenlund for all its costs so incurred by Rosenlund.

5 Privacy

The Customer agrees that Rosenlund may obtain, disclose or use information:

- (a) About Customer's credit worthiness, or for the purpose of obtaining and maintaining credit information file about the Customer or collecting overdue payments;
- (b) About the Customer for the purpose of providing services to the Customer.

6 Insurance

- (a) During the Term, the Customer, at its own expense, must effect the following insurances in the joint names of Rosenlund and the Customer for their respective interests with a reputable insurance company in Australia:
 - (i) Plant and Equipment Insurance for physical loss of or damage to the Equipment for the replacement value (refer to Rental Details);
 - (ii) Third party and public liability in respect of bodily injury (including death) and property damage for not less than AUD20 million for any one occurrence; and
 - (iii) Workers Compensation Insurance
 - (iv) Such other insurance as Rosenlund may reasonably require.
- (b) Customer must provide evidence of the currency of these insurances to Rosenlund on request.

7 Expiry, Repudiation and Termination

Return of Equipment

- (a) At the end of the Term:
 - (i) A report as to the condition of the Equipment must be signed by both parties. All expenses required to bring the Equipment to the condition required by clause 3 must be paid by the Customer;
 - (ii) Any money owing under this Agreement must be paid by the Customer within 30 days of the final invoice;
 - (iii) Customer must make the Equipment available to Rosenlund at the Site and provide all reasonable assistance for its removal. Unless otherwise detailed in the Contract Schedule, all costs of decommissioning and transport from the Site will be paid by the Customer;
 - (iv) The Customer must return the Operation and Maintenance Manual and all instruction and maintenance manuals provided with the Equipment. If the Operation and Maintenance Manual is not returned, Customer must pay Rosenlund the replacement cost at Rosenlund then current price list rate.

(b) If the Customer fails to return the Equipment to Rosenlund at the end of the Term, the Customer must continue to pay the Rental Charges and observe its other obligations under this Agreement. Continued payment of the Rental Charges does not give the Customer any right to retain possession of the Equipment or limit any other rights which Rosenlund may have.

Repudiation and Termination.

(c) The fundamental provisions of this Agreement are that the Customer pays all money due under this Agreement on time and fulfils its obligations under clause 3 (Use of Equipment), clause 7 (Return of Equipment) and clause 6 (Insurance).

(d) Rosenlund may terminate this Agreement under any of the following circumstances if:

(i) The Customer does not comply with a fundamental provision of this Agreement;

(ii) The Customer is in breach of any other provision of this Agreement and that breach is not remedied within 30 days of receipt of notice from Rosenlund;

(iii) If an order is made or proceedings are taken for the winding up of the Customer;

(iv) Customer becomes insolvent or a receiver, manager, provisional liquidator or administrator/s appointed or an encumbrance takes possession of the whole or a substantial part of the assets of the Customer.

(e) On termination of this Agreement by Rosenlund, the Customer must:

(i) Return the Equipment to Rosenlund in accordance with clause 7(a), failing which the Customer must pay Rosenlund the replacement value;

(ii) Pay Rosenlund the present value of all Rental Charges that would have been payable during the Term (assuming a rate of usage the same as that prior to termination). The present value will be calculated using the National Australia Bank's indicator lending rate on the date of termination.

(f) Rosenlund may enter any premises on which the Equipment is located and take possession of the Equipment.

(g) Any termination of this Agreement does not affect any other right or remedy which Rosenlund might have.

8 Indemnities

(a) The Customer indemnifies against and holds Rosenlund harmless from:

(i) All loss or destruction of or damage to the Equipment however caused;

(ii) All costs, charges, expenses, liabilities, losses, damages, claims, fines and penalties (including legal costs on a full indemnity basis) suffered or incurred by Rosenlund, its officers, directors, employees or agents in connection with:

(A) The condition, use, operation, control, maintenance, repair or storage of the Equipment;

(B) Any breach of or non compliance with any registration, licence permit, authorisation; statute, regulation or by law relating to the use of the Equipment;

(C) Any breach of this Agreement by Customer or Rosenlund exercising any of its rights under this Agreement.

(b) The Customer is not liable under this clause to the extent that the relevant matter was caused or contributed to by the negligent act, error or omission of Rosenlund nor in respect of matters for which Rosenlund is liable under this Agreement.

(c) These indemnities continue after this Agreement expires or terminates.

9 Repair

(a) Subject to the Customer maintaining the Equipment as indicated in the Contract Schedule, Rosenlund / Blanfair will repair any warranted defects of design and/or manufacture in the Equipment during the Term.

(b) Rosenlund / Blanfair shall have no liability under this clause, and this clause will not apply if:

(i) The Customer breaches or does not comply with any of its obligations under this Agreement;

(ii) If the defects or malfunctions are caused by or in connection with the misuse, negligence, accident or failure to maintain or use the Equipment in accordance with the maintenance program and current applicable instructions issued by Rosenlund / Blanfair;

(iii) If the defect or malfunctions arise out of, or in connection with a condition identified through application of the maintenance program and for which Rosenlund / Blanfair recommended to the Customer the way in which to remedy the condition and the Customer fails to observe Rosenlund / Blanfair recommendation for the remedy of that condition;

(iv) In relation to alterations, modifications or repairs to the Equipment, including the fitting of attachments, that are not authorised or approved by Rosenlund / Blanfair and that in the sole judgment of Rosenlund / Blanfair adversely affect the performance or safety of Equipment;

(v) In relation to the supply of normal maintenance or operating services for the Equipment, including but not limited to providing inspections, adjustments, tune-ups, fuel, lubricants, or consumable parts, where such parts are replaced as a part of normal maintenance or operating services;

(vi) If the Customer has delayed providing the Equipment after the Customer has notified Rosenlund / Blanfair of the potential defect;

(vii) If the Customer fails to comply with any manual or adhere to any recommendation made by Rosenlund / Blanfair;

(viii) If Rosenlund / Blanfair in its sole discretion determines any use of the Equipment to be improper.

10 Limitations of Liability

To the extent permitted by law, all warranties, representations and conditions (including, without limitation, fitness for purpose) are expressly excluded. To the extent that any such warranty, representation, promise or condition cannot be excluded, Rosenlund liability is limited at Rosenlund option to:

(i) The replacement of the Equipment; or

(ii) The repair of the Equipment.

Notwithstanding anything to the contrary in this Agreement, neither party will be liable for any loss of profits, savings or opportunity nor for any indirect, consequential or special losses, damages, costs or expenses of any kind. These limitations of liability continue after this Agreement expires or is terminated.

11 Sub Hire

(a) The Customer must obtain prior written consent from Rosenlund Manager before entering into a sub hire arrangement and parting with possession of the Equipment.

(b) If, at its sole discretion, Rosenlund allows the Customer to part with possession of the goods by way of a sub hire arrangement, the Customer must:

(i) Provide Rosenlund with information about the identity of each of the sub hirer(s) and the location(s) at which the Equipment will be kept.

(ii) Ensure that any subcontract agreement provides Rosenlund the right to enter the site where ever the equipment is located for the purpose of inspection and/or repair;

(iii) If Rosenlund requests, as security for all the Customer's obligations to Rosenlund, (whether under this Agreement or otherwise) assign

all the Customer's rights under those sub hire arrangements in such form as Rosenlund may request.

12 General Provisions

- (a) The Customer must not assign this Agreement without the prior written consent of Rosenlund Contractors.
- (b) No time or indulgence by Rosenlund Contractors shall be deemed to be a waiver of any of Rosenlund Contractors rights.
- (c) Notices and other communications under this Agreement must be in writing sent by mail to or left at the addresses set out on the front page (or as subsequently advised in writing by the relevant party).
- (d) This Agreement is governed by the laws of the State of and the parties submit to then non-exclusive jurisdiction of the courts of that State and all courts which may hear appeals there from.
- (e) Rosenlund Contractors does not provide any performance guarantee of the Equipment nor of its availability.

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RENTAL RETURN CONDITIONS

The equipment described in this Rental Agreement shall meet the following minimum condition requirements upon termination or expiration of the hire term applicable to the equipment.

Physical Condition and Appearance:

1. Generally, the equipment must have the same overall appearance as when the rental agreement commenced. This should be as recorded in the machine condition report which was signed off by the hirer upon delivery or collection of the machine.
2. The equipment must have good overall appearance and must function properly for the purpose for which it was intended. All corrosion and impact damage to cabin or panel-work shall have been repaired in a professional manner and repainted either in manufacturer's standard colours or in the colours in which it was painted at the time of its original delivery. The machine serial number plate must be in place and legible.
3. There will be no obvious damage and all accident, abuse and vandal damage shall have been repaired and/or otherwise corrected in accordance with the manufacturer's recommendations and good engineering practice.
4. All machine controls, including the controls of ancillary equipment shall operate correctly and the machine must be capable of consistent operation through the full range of its functions in accordance with the manufacturer's specifications.
5. All windows, windscreens, mirrors, lenses, gauges or glass which is broken, missing or defaced shall be replaced. OEM monitoring, warning, alarm, bucket load weighing systems and data recording systems shall be complete and operational.
6. All service, working, and travel lights, shall be complete and in full operating order. All electrical wiring, batteries, switches, fuses and circuit breakers shall be complete and operational.
7. The interior fittings and accoutrements of the cabin shall be free from damage, abuse and deficiencies with all seating, linings, mouldings, dashboard, accessory equipment and services being complete and functioning properly. This includes cabin lighting, heater, demister, air conditioner, cabin pressuriser, windscreen washers and windscreen wipers.
8. All decals, labels, and signwriting showing any name or identification marks other than those applied by the manufacturer or required under Australian regulations shall have been removed and any remedial work required as a result of the removal of such decals, labels or signwriting shall be carried out to the body or structure of the equipment prior to the return of the equipment and to a standard appropriate for resale purposes.
9. The ROPS/FOPS structure shall be complete, undamaged, and shall not have been modified in any way by welding, drilling, cutting, extending or the attachment of accessories. The certification plate shall be in place and legible.
10. Upon return the equipment must comply with State OH & S regulations and/or relevant safety / industrial regulations pertaining to this type of equipment including relevant noise emission regulations. The equipment must be capable of being immediately operated by a third party purchaser or hirer, without further major repair, replacement, alteration or improvement.

Mechanical Condition:

1. The equipment must have been serviced and maintained in accordance with the manufacturer's recommendations and if the hirer has maintained or repaired the equipment, a copy of the service history is to be submitted to ROSENLUND CONTRACTORS PTY LTD upon the return of the equipment. Parts used in maintenance and repair with the exception of ground engaging tools and manufacturer approved hardware or filters shall be of genuine OEM supply.
2. As part of the scheduled maintenance, the equipment must have had oil samples taken at the approved intervals. These samples must be of the genuine KOWA (Komatsu Oil Wear Analysis) program and the samples must be submitted and processed correctly, with the correct details completed on the sample submission cards. This includes listing the customer as "Rosenlund Contractors Pty Ltd Rental" and the site listed as the hirers name and site.
3. The engine shall operate according to the specification of the manufacturer with no oil or coolant leaks or excessive smoke. There shall be no ingress of coolant into the lubrication or hydraulic systems. The mountings of the engine, engine accessories, engine controls and radiator shall be secure with no broken or missing fittings, fasteners or connections. Any engine protection devices fitted shall be complete and operational.
4. The transmission, torque converter, HST motors and pumps, main pumps, travel motors, drop box, differentials and final drives shall function correctly without binding, grabbing, unintended slippage, overheating or excessive noise. The mountings of these components shall be free from any breakage or damage.
5. The radiator and cooling system in general shall not be clogged with dust, mud or any other blocking substance and will be free from leaks, punctures or holes. The system shall be capable of sustaining the Equipment within the normal operating temperature range as specified by the manufacturer and must be filled with the correct coolant solution (including anti freeze additive) in compliance with the manufacturer's recommendations.
6. All hydraulic cylinders and actuators must be in good working order, not bent and must operate as originally specified when new. Any scoring or pitting that may have occurred shall be limited to the extent that the cylinder does not leak in normal operation. All hydraulic pumps and motors are to function properly and to be devoid of cracked casings and damaged mountings. All hydraulic hoses, valves, swivel joints, connections and couplings must be free from leaks and damage to hoses shall be limited to the outer casing only.

- 7 All operation, maintenance, and service manuals must be returned with the unit at the end of the rental period along with any service records.
8. In general, the bucket or blade must be free from distortion. Cutting edges / ground engaging tools of the machine must be intact and of good appearance. For rental terms longer than thirty (30) days, pro rata contribution towards wear buckets, blades and GET may apply if stated in the rental agreement.
9. The machine undercarriage shall be complete with no rollers, track plates, guiding guards or covers missing or broken. All rollers shall turn freely when the machine is moving and shall have no oil leaks. Track adjusting and recoil mechanisms shall be complete and operational with no broken recoil springs and no leakage of recoil cylinders. For rental terms longer than thirty (30) days, pro rata contribution towards wear of undercarriage components may apply if stated in the rental agreement.
10. All clearances at work equipment pins, bushes, trunnions and / or linkages and slew bearings shall be within manufacturer's tolerances for normal operation.
11. The main frame of the machine shall be free from live cracks. Such repairs as may have been carried out to the frame of the machine shall have been performed in a professional manner and in accordance with both good engineering practice and the recommendations of the manufacturer.

Other Conditions

1. The hirer is to provide access to the equipment during the hire period and allow for mutually convenient demonstration of the equipment operation if requested.
2. If the hirer is maintaining the equipment and no maintenance labour is supplied by Rosenlund / Blanfair Pty Ltd during the hire period, the hirer must provide access to the equipment at least once every six months of the hire period, if requested, to allow Rosenlund / Blanfair Pty Ltd to assess the equipment or asset.
3. The equipment is to be returned to a location within the state of Australia in which the machine was originally delivered or collected from, as nominated by ROSENLUND CONTRACTORS PTY LTD at the hirers cost.

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