

SPECIAL OFFER – BEER LINE CLEANING SYSTEM

Your customers want the freshest beer in town!

Bracton is launching a limited offer to make our premium craft beer line cleaning system more affordable than ever! For just \$41.67 per month, your venue can hire a Bracton craft beer line cleaning system.

Hire offer

- 1 x Bracton craft beer line cleaning system
- 1 x System service *(per 24-month period, excludes freight charges)*

Price

- Equipment hire cost \$41.67 per month *(paid annually in advance, total cost per year \$500+gst)*
- At the beginning of each period our system will automatically invoice for the next 12 month period unless notification is given in writing *(Minimum 30 day notice)*

Purchase option

- Dosatron buy out by venue after the first 12 months \$2000 *(Only available with the first 12-month hire contract)*

Requirements

- Venue must use Bracton craft beer line cleaner, available nationally from all reputable chemical distributors or beer equipment installers.

The offer excludes;

- Chemical - Bracton craft beer line cleaner
- Installation charges
- Freight

Venue name _____

Venue address _____

Contact Person _____

Phone number _____

Signature _____ **Date** _____

Dosatron Installer _____

Craft beer line cleaner Supplier _____

HIRE CONTRACT CONDITIONS

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Bracton and the Customer in writing. Bracton agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment the Customer must complete and sign (or otherwise accept in the manner required by Bracton) a Hire Schedule and such other documents as Bracton may require. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between Bracton and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. The customer agrees to receive hire schedules and all associated documentation by electronic means. Bracton may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.

Amendment: These Hire Contract Conditions may be changed by Bracton from time to time by Bracton giving notice of the amendment to the Customer. Notice is deemed given when Bracton does any of the following: (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer; (b) publishes the amended terms on its or (c) displays the amended terms at premises from which Bracton conducts hire operations. Changes to these Hire Contract Conditions will only apply to Hire Schedules entered into after the change has been notified to the Customer by one of the methods mentioned above.

1. Interpretation of Words in this Contract;

- a. **Commencement** – The date when the Customer takes possession of the Equipment.
- b. **Equipment** – Means any kind of equipment, vehicles or tools including but not limited to the following kinds of goods or goods suitable for the following kinds of uses: cleaning; cooling and/or heating; entertainment; waste management; landscaping and gardening: plumbing: fencing and covering: lifting: access; air and air compression; pumping and fluid management; welding; compaction; concrete and masonry; flooring; earthmoving; floor care and cleaning, generation and power distribution; ground equipment and shoring; ladders and scaffolding; propping; lighting; materials handling; offshore pumps; safety equipment; storage; site accommodation including portable buildings and portable toilets; traffic management including road barriers; signage; vehicles including trucks, vans and trailers, and includes tools and parts and accessories for any of the foregoing.
Customer – refers to the person, firm, organisation, partnership, corporation or other entity (including trust) hiring the Equipment from Bracton Hire as identified in the Credit Application or Hire Schedule
- c. **Hire Charge** – The amounts shown on the Hire Schedule payable by the Customer to hire the Equipment.
- d. **Hire Period** – Means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if Bracton agrees. Bracton may issue and require the Customer to sign an amended Hire Schedule for any extension of the Hire Period.
- e. **Hire Schedule** – Means a document which Bracton may require the Customer to sign (or accept in a way Bracton requires) including particulars of the Equipment and the Hire Period and such other information as Bracton may decide to require.
- f. **Bracton** – Is for the purpose of these conditions is the company, Bracton Industries (NSW) Pty Ltd ABN 73 003 060 160.
- g. **Remote Area** – Any location which is more the 50 kilometres from the Bracton branch from where the Equipment is hired.

2. Bracton Obligations, Bracton will:

- a. Allow the Customer to use the Equipment for the Hire Period;
- b. Provide the Equipment to the Customer clean and in good working order;

3. Obligations of the Customer The Customer must:

- a. Deliver the Equipment to Bracton when it is due back;
- b. Return the Equipment to Bracton clean and in good repair;
- c. Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- d. Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Bracton or posted on the Equipment;
- e. Indemnify Bracton for all injury and/or damage to the extent caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;
- f. Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised;
- g. Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;
- h. Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;
 - Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify Bracton in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer;
 - Operate the Equipment with an adequate motor vehicle and/or power source;
- i. Report and provide full details to Bracton of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.
The Customer must NOT:
- j. Tamper with, damage or repair the Equipment;
- k. Lose or part with possession of the Equipment;
- l. Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;

4. Payments by the Customer to Bracton

- a. On or before Commencement (or as otherwise specifically agreed with Bracton), the Customer will pay the Hire Charge.
- b. Immediately on request by Bracton, the Customer will pay the new list price of any Equipment which is for whatever reason not returned to Bracton.

- c. **NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment**
- d. all costs incurred in cleaning the Equipment;
- e. the full cost of repairing any damage to the Equipment caused or contributed to by the Customer, unless expressly agreed otherwise in this Contract;
- f. all costs incurred by Bracton in delivering and recovering possession of the Equipment;
- g. Interest for late payment of amounts owing by the customer, at the pre-judgement interest rate set by the Local Court of NSW from time to time;
- h. any reasonable expenses and legal costs (including commission payable to a commercial agent) incurred by Bracton in enforcing this Contract due to the Customers default.;
- i. if any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract.
- j. Without limiting the ability of Bracton to recover all amounts owing to it, the Customer authorises Bracton to charge any amounts owing by the Customer to any credit card or account details of which are provided to Bracton.
- k. Bracton may tokenise the Customers Credit Card or Account details to facilitate credit card or online payments.

5. PPS Law

- a. This clause applies to the extent that this Contract provides for 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.
- b. Bracton may register its security interest. The Customer must do anything (such as obtaining consents and signing documents) which Bracton requires for the purposes of:
 - ensuring that Bracton' security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - enabling Bracton to gain first priority (or any other priority agreed to by Bracton in writing) for its security interest; and
 - enabling Bracton to exercise rights in connection with the security interest.
- c. The rights of Bracton under this document are in addition to and not in substitution for Bracton' rights under other law (including the PPS Law) and Bracton 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 Bracton security interest will attach to proceeds.
- d. 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: section 95 (notice of removal of accession to the extent it requires Bracton to give a notice to the Customer); section 96 (retention of accession); section 121(4) (notice to grantor); section 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires Bracton to give a notice to the Customer); section 129(2) and 129(3); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).
- e. The following provisions of the PPS Law: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral) confer rights on Bracton. Customer agrees that in addition to those rights, Bracton shall, if there is default by Customer, 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 Customer agrees that Bracton may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- f. The Customer 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.
- g. Bracton and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer 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 Bracton the benefit of section 275 (6)(a) and Bracton 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.
- h. Customer 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 Bracton.
 - Customer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless Bracton (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Bracton and must be expressed to be subject to the rights of Bracton under this agreement. Customer may not vary a sub-hire without the prior written consent of Bracton (which may be withheld in its absolute discretion).
 - Customer must ensure that Bracton 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.
 - Customer must take all steps including registration under PPS Law as may be required to:
 - ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - enabling the Customer to gain (subject always to the rights of Bracton) first priority (or any other priority agreed to by Bracton in writing) for the security interest; and
 - enabling Bracton and the Customer to exercise their respective rights in connection with the security interest.

6. Damage Waiver

- a. Damage Waiver is not insurance, but is an agreement by Bracton that the Customer's liability for damage to the Equipment can be limited in some circumstances only, to an amount called the Damage Waiver Excess.
- b. Damage Waiver applies to all hires, subject to the conditions below, for no additional fee. The Damage Waiver Excess is the actual recovery and repair cost of the Equipment, or 20% of the current replacement cost of the Equipment as reasonably determined by Bracton using suppliers list prices, whichever is the lesser amount.
- c. **DAMAGE WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY in the following circumstances:**
 - where the Equipment is lost or stolen;
 - where the operator is not suitably licensed;

- where the operator is affected by drugs and/or alcohol;
- where the equipment has been wilfully damaged by the Customer or its employees or agents;

7. Exclusion of Warranties and Liabilities.

- Where the Australian Consumer Law applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.
- Where the Australian Consumer Law applies and the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, Bracton liability in respect of any guarantee is limited to the replacement or repair of the goods, or the cost of having the goods repaired or replaced.
- To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply. Bracton makes no representations and gives no warranties other than those set out in these Hire Contract Conditions, and will not be liable to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Customer.

8. Remote Hire

- Where the Equipment is at any time hired by the Customer to be located in the Remote Area, the following clauses will also apply, in addition to the obligations of the Customer under Clause 3 and elsewhere in these Hire Contract Conditions;
 - The Customer will pay an additional charge for any delivery, servicing and repair of the Equipment, and for any other attendance at the Remote Area by Bracton ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometer rate travelled by Bracton staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred by Bracton and its staff in connection with travel to and from the Remote Area;
 - Multiple items of Equipment hire by a Customer on the one site will only be charged for one call out fee;
 - The Customer is responsible at its cost for daily maintenance and care of all Multiple items of Equipment hire by a Customer on the one site will only be fittings and lubrication of all grease points.

9. Breach of Hire Contract by Customer

- If the Customer breaches any significant provision of this Contract and does not remedy the breach within a reasonable period of time (having regard to the breach), or becomes bankrupt, insolvent or ceases business then:
 - Bracton shall be entitled to:**
 - terminate this Contract; and/or
 - sue for recovery of all monies owing by the Customer; and/or
 - repossess the Equipment (and is authorized to enter any premises where the Equipment is located to do so), and any Damage and/or Theft Waiver referred to in clause 6 is immediately invalidated.
- The Customer indemnifies Bracton in respect of any damages, costs or loss, to the extent caused or contributed to by the customer resulting from a breach by the Customer of any provision of this Contract.

10. Disputes

- The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Bracton in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.
- If a dispute arises relating to this Contract, the hiring or the use of the Equipment (except in regard to payments due to Bracton), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.

11. PRIVACY

- Bracton will comply with the Australian Privacy Principles in all dealings with Customers. A copy of the Bracton Privacy Statement is available upon request or by visiting www.Bracton.com.au/privacy-policy

12. Governing Law

- Bracton and the Customer agree that this Contract is governed by the law of the state of New South Wales, and the parties submit to the jurisdiction of the courts of that State.