

## HIRE AGREEMENT Customer Account Number: Date: PORTER GROUP PARTY This is the Porter Group Party supplying the Customer with the Hired Goods Physical Address: Name: Porter Hire Limited 980 Te Rapa Road, Te Rapa, Hamilton 3200, New Zealand Phone: 0800 650 600 Postal Address: PO Box 10164, Te Rapa, Hamilton 3241, New Zealand Company No. Email: CUSTOMER This is the person/entity hiring the Hired Goods from the Porter Group P/O No: Customer Name: Company Number: Phone: Postal Address: Email: **BILL TO** If different to the Customer Bill To: Detail/Account No.: Address: Email: SITE The location that the Hired Goods will be used by the Customer Site: Ordered By: Address: Mobile Number: Citv: Email: **HIRED GOODS** These are the Goods which will be hired to the Customer Fleet No: Type of Work: Description: Make: Model: Year: Serial No / Chassis No: Registration No: Start Hours: Km's Additional accessories: Will Porter Group deliver the Purchased Goods and Accessories? Yes/no Estimated delivery/collection date: Address for delivery/collection: Porter Group nominated return location: HIRE TERM A description of the Hire Term, which may be estimated Start Date End Date Is the End Date estimated? Yes/No **ESTIMATED HIRE FEES** Estimated Hire Fees are described below. The actual Hire Fees charged will be in accordance with actual use of the Hired Goods, as set out in the Master Terms and Conditions. Hire Fees exclude GST. Estimated number of Hours per Number of Hourly Rate Total Estimated Hire Charges for Hire Term Working Day (minimum of 7) Working Days per hour \$ Plus Freight Rate (if Porter Group are to deliver the Hired Goods) \$ Total Estimated Hire Charges for Hire Term \$ If Bond required, specify amount: \$ **INSURANCE AND LIMITED DAMAGE WAIVER** Please select one option (delete one, if neither deleted, then Limited Damage Waiver applies) Option 1: Porters to provide Limited Damage Waiver in accordance with the Master Terms and Conditions.

Option 2: The Customer to insure in accordance with the Master Terms and Conditions.
Insurance/Limited Damage Waiver Option has been selected
CUSTOMER AGREEMENT
By signing below (or otherwise agreeing to this Hire Agreement in writing), the Customer described above ( <b>Customer</b> ) agrees to enter into a hire arrangement with the Porter Group Party described above ( <b>Porter Group Party</b> ) in respect of the Hired Goods described above, on and subject to the Porter Group Master Terms and Conditions which are available at <a href="www.porterce.com">www.porterce.com</a> or otherwise on request from the Porter Group ( <b>Master Terms and Conditions</b> ). By signing below, the Customer acknowledges that they have received, read, understood and agree to, the Master Terms and Conditions. The definitions set out in the Master Terms and Conditions apply to this Hire Agreement.
The person signing below (or otherwise agreeing to this Hire Agreement in writing) on behalf of the Customer warrants that they are authorised to legally bind the Customer as set out in this Hire Agreement.
If the Customer has signed an Account Application Form with the Porter Group prior to the effective date of the Master Terms and Conditions, and that Account Application Form remains in effect as at the date of this Hire Agreement, by signing below (or otherwise agreeing to this Hire Agreement in writing) the Customer agrees and acknowledges that the terms and conditions applicable to such Account Application Form have been amended and replaced by the Master Terms and Conditions as at the effective date of those Master Terms and Conditions.
The Master Terms and Conditions include a deemed acceptance provision at clause 3.7 of Part One, which means that the Customer may be bound by this Hire Agreement whether or not it is signed (or otherwise agreeing to this Hire Agreement in writing) by the Customer.
The Customer acknowledges that any guarantee provided by a Guarantor in relation to moneys payable, and other obligations owed, by the Customer to Porter Group will apply in relation to the Customers obligations set out in this Hire Agreement.
SIGNING
Customer:
Signature: Name of Signatory:

Date:

Position of Signatory: .....