

## Customer Coverage Terms and Conditions

- a) Where the Customer is renting any equipment (including accessories hired for that equipment) from IMDEX (**Equipment**), the Customer may elect to pay a cover charge to cover against the risk of loss or damage to the Equipment (**Cover Charge**) during the term of rental, subject to the terms and conditions of this document.
- b) The Cover Charge rate is as stated on the quotation and/or rental form for the Equipment, or otherwise as set out in the list price provided by IMDEX from time to time, and will be payable in instalments as agreed in writing with IMDEX.
- c) Customers who elect to pay the Cover Charge must ensure IMDEX reflects this decision on any quotation, rental form and invoice for the Equipment. IMDEX reserves the right not to release Customer as provided by clause f) in the event Customer has failed to pay the Cover Charge as invoiced.
- d) IMDEX reserves the right to refuse to accept an election for a Cover Charge in its discretion, including if:
  - (i) any amount, payment or debt remains outstanding by Customer to IMDEX; or
  - (ii) a claim has already been made in respect to any Equipment rented by Customer.

## Release

- e) Subject to clause f) and the Customer paying the Cover Charge in respect of any Equipment, IMDEX agrees to release the Customer from any requirement to indemnify IMDEX for any loss and damage which occurs to that Equipment while in the charge of the Customer or its personnel, provided the loss and damage occurs in the ordinary course of storing, handling, using and/or operating the Equipment in accordance with IMDEX operating instructions.

## Exclusions

- f) The Customer acknowledges and agrees that the release in respect of the Equipment in clause e) only applies if:
  - (i) the Customer has taken all reasonable precautions to prevent and mitigate any loss or damage to the Equipment;
  - (ii) the loss does not arise from standard maintenance, servicing and/or dehire processing;
  - (iii) in the event the Equipment is lost down a hole, the Customer must make reasonable attempts to retrieve the Equipment to IMDEX's satisfaction;
  - (iv) the Customer notifies IMDEX in writing of any loss or damage of the Equipment, within 14 days of such loss or damage occurring;
  - (v) in the event the Equipment is damaged but not lost, the Customer returns the damaged Equipment to IMDEX promptly and at the latest by the time and date notified by IMDEX;
  - (vi) the Customer returns any part of the Equipment which is not damaged or lost to IMDEX promptly and at the latest by the time and date notified by IMDEX;
  - (vii) the loss or damage was not caused by:
    - (A) the Customer opening, modifying, tampering or using the Equipment in a manner which is inconsistent with its intended use;
    - (B) the Customer utilising the Equipment with any associated accessories, including running gear, when damage to the accessories existed;
    - (C) the Customer failing to operate or maintain the Equipment in accordance with any operating instructions provided by IMDEX;
    - (D) the Customer continuing to use to the Equipment when damage to the Equipment exists;
    - (E) repairs or modifications on the Equipment carried out without IMDEX's prior written consent;
    - (F) any unlawful or negligent act or omissions by the Customer; and



- (G) fire, theft, flood, loss-in-transit or any general non-return of the Equipment for reasons other than lost down hole.

### **Customer's Obligations**

- g) If any Equipment which has been reported lost down hole is subsequently retrieved or found by the Customer, the Customer must promptly notify and return the Equipment to IMDEX. If the Customer does not promptly notify and return the located Equipment to IMDEX, the Customer will be responsible for the fee in respect of the rental of the Equipment for the period between the date the Equipment was declared lost and the date the Equipment is subsequently found or retrieved.
- h) In the event the Equipment is damaged but not lost, the Customer must return the damaged Equipment to IMDEX promptly and at the latest by the time and date notified by IMDEX. If the Customer does not return the Equipment, the release will not apply and the Customer will be liable for the current replacement value of the Equipment as determined by IMDEX, until the damaged Equipment is returned to IMDEX.

### **General**

- i) The Customer agrees that IMDEX is not providing any policy of insurance in relation to the Equipment and this document is not intended to create or evidence the provision of any insurance product by IMDEX. The Customer acknowledges and agrees that the Customer must take out and maintain any insurance policies required in relation to its use and / or hire of the Equipment.
- j) These terms and conditions will be governed and determined in accordance with the laws of the State of Western Australia and the parties submit to the non-exclusive jurisdiction of its courts.
- k) If anything in this document is unenforceable, illegal or void then it is severed and the rest of this document remains in force.
- l) This document may not be modified, discharged or abandoned unless by a document signed by IMDEX.