

Proudly Australian



Elphinstone Engineering Aust. Pty. Ltd. ABN 78 755 329 350  
Trading as: **Elphinstone Weighing Systems**  
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## Elphinstone Transportable Platforms

### Hire Rates and Conditions

(Not for Trade Use)

**8 Metre** Platform Kit with Ramps  
Suits rigid trucks including twin steer  
30,000kg Capacity  
Easyweigh Digital Indicator and Printer

First Month or part thereof                      \$3,550.00 + GST  
Additional Months or part thereof              \$1,490.00 + GST



**18 Metre** Platform Kit with Ramps & Infills  
Suits semi trailers / dog trailers  
60,000kg Capacity  
Easyweigh Digital Indicator and Printer

First Month or part thereof                      \$5,500.00 + GST  
Additional Months or part thereof              \$2,880.00 + GST



**28 Metre** Platform Kit with Ramps & Infills  
Suits B-Doubles  
90,000kg Capacity  
Easyweigh Digital Indicator and Printer

First Month or part thereof                      \$7,500.00 + GST  
Additional Months or part thereof              \$4,200.00 + GST



Terms and Conditions on Rear of this Form  
(Pricing and options subject to change without notice)

## **Summary or Terms:**

Rental is payable monthly in advance.

Prices quoted are for Melbourne metro area. Additional costs may apply for other locations.

Prices include commissioning, decommissioning and training by an Elphinstone employee.

Prices do not include freight. Freight costs to be quoted at time of order or arranged by customer. Pick up and return is from our Sunshine warehouse.

Suitable crane or forklift is to be supplied on site by customer for unloading and assembly - 2,500kg minimum capacity.

Suitable hard stand area is required. Additional costs to make site suitable are not included.

240vac or 12vdc power is required at location of electronics. Costs for this are not included.

Pricing is subject to applicable duties and taxes in the State of hire.

Additional conduiting or special site requirements are not included.

## **Purchase option:**

Any of these platform weighbridges can be purchased during the hire period. The price will be the Purchase price less 55% of additional monthly hire rates. (Discount is not applicable to the initial month hire and does not apply after 30 months continuous hire)

## **Detailed Terms:**

### Goods to be Rented

In this agreement "Goods" means and includes the equipment, attachments, accessories and other items rented by this agreement and described herein.

### Maintenance and Operating Practices / Application / Costs

All maintenance is to be conducted to keep the equipment in good condition and working order at all times by the Renter. The goods are to be operated within the equipment's design capability and the cost of any operational misuse is to the Renters account.

### Equipment Inspection and Repairs

Elphinstone Engineering Aust. Pty Ltd reserves the right to have an appointed representative inspect the equipment at any time and advise of any repairs necessary to keep the equipment in good working condition. If, after a maximum of 7 days notice in writing of these repairs being required, they are not carried out by the Renter, Elphinstone Engineering Aust. Pty Ltd may perform these repairs at the Renter's expense.

### Modifications

The Renter shall not make any modifications to the equipment, unless Elphinstone Engineering Aust. Pty Ltd gives written consent before the work is commenced.

### Care of Equipment

The equipment is to be maintained in good working order. Any damage sustained through operator misuse, abuse or neglected maintenance will incur restoration costs to the Renter's account (fair wear and tear on the equipment is excepted as defined by Elphinstone Engineering Aust. Pty Ltd).

### Government Charges

Any government charges such as stamp duty, state, federal taxes (including GST) and or any other government imposed charges whether existing or imposed during the rental period will be additional to the quoted rental rates and will be charged and due for payment by the Renter at the time they are remitted by Elphinstone Engineering Aust. Pty Ltd to the particular government body involved or with each rental payment whichever is sooner.

### Insurance

The Renter must supply proof that Public Liability Insurance indemnifying Elphinstone Engineering Aust. Pty Ltd (a minimum of \$5,000,000.00) and Workers Compensation Insurance are in place for the duration of the rental period. It is the Renter's responsibility to maintain this cover throughout the rental period.

### Period of Rental

Rental will commence on the Rental Start Date as agreed and will finish at a time after the minimum rental period has elapsed and when one months advance written notice has been received by Elphinstone Engineering Aust. Pty Ltd from the Renter or at the conclusion of the date stated. The minimum rental will be charged in full monthly lots only, regardless of whether the goods are used for a full or part month.

### Payment Terms

All monthly rental payments are due and payable to Elphinstone Engineering Aust. Pty Ltd in advance of the month of hire by periodical direct deposit to their nominated account. These amounts will only cease when all the conditions of termination under the rental agreement are satisfied.

### Interest on Overdue Amounts

Any overdue payments will attract the prevailing commercial bank prime lending rate in the country where the goods are being rented plus 3% per annum.

### Equipment Title

The Renter shall at no time sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the equipment or any part or parts thereof or with any interest therein and will keep the equipment in his possession and will not remove the same or any parts thereof from the place where the equipment is being used without the written consent of Elphinstone Engineering Aust. Pty Ltd. The Renter will not allow any lien to be created upon the equipment whether for repairs or otherwise and will protect the equipment against distress, execution or seizure and indemnify Elphinstone Engineering Aust. Pty Ltd against all losses, costs, charges, damages and expenses incurred in respect thereof.

### Termination

Elphinstone Engineering Aust. Pty Ltd may by notice in writing to the Renter terminate this agreement if at any time it believes it's property or financial interest is in jeopardy or unnecessarily exposed. Upon termination or expiry of this agreement the Renter : Must pay all rental due at the time under this agreement; and promptly return at its own expense the equipment to Elphinstone Engineering Aust. Pty Ltd 's nominated facility. If the Renter does not return the equipment Elphinstone Engineering Aust. Pty Ltd may repossess and retake the equipment and shall have the right to enter personally or by its agents ( subject to applicable legal restrictions) any building or premises where the equipment may be located. The Renter must indemnify Elphinstone Engineering Aust. Pty Ltd against any costs, claims, proceedings, demands or losses suffered by it while exercising or attempting to exercise these rights.

### Liability

Except that the goods will be delivered in operating condition and except for warranties or conditions given in writing no warranty or condition expressed or implied is given by Elphinstone Engineering Aust. Pty Ltd as to the condition of the equipment or as to the suitability or fitness of the equipment for any purpose. The Renter shall not be entitled to recover from Elphinstone Engineering Aust. Pty Ltd any sum for any delay, inconvenience, loss or damage of any kind due to any accident, breakdown or defect in the equipment or from any other cause whatsoever nor shall Elphinstone Engineering Aust. Pty Ltd be liable for any personal injuries or damage to any property arising out of the use of the equipment hereby rented unless it is unlawful to exclude such liabilities. Nothing in this agreement shall exclude, restrict or modify any condition , warranty or liability, where to do so is illegal, or would render any provision of this agreement void. If under the law Elphinstone Engineering Aust. Pty Ltd is liable in any manner then the liability is expressly limited to the provision and installation of parts which are found upon inspection to be defective in material or workmanship.

### Dispute Settlements

The Courts of the State of Tasmania shall be the only courts to have jurisdiction in any dispute arising out of these terms and conditions. This agreement shall be construed and interpreted in accordance with the laws of the State of Tasmania, Australia. Tasmania is a federated state of Australia. It's laws and legal system are derived from Great Britain and, in tradition and philosophy, are similar to those of other common law democratic countries.

### Proof of Debt

A certificate signed by a Manager, Director, or Solicitor of Elphinstone Engineering Aust. Pty Ltd stating the amount owing by the Renter as at any date or dates set out in such certificates or as to any other matter arising hereunder shall in all courts and at all times be prima facie evidence of such facts.

