



Hire Purchase Terms and Conditions

- *Title in the Goods remains with the Owner during the Hire Term and does not pass to the Hirer until the Hirer pays the Purchase Price and all outstanding Rental.*
- *At the commencement of the Hire Term the Hirer shall assume all risks and liabilities in respect of the Goods - for injuries to or death of persons and damage to property (including the Goods) howsoever arising from the possession, use, maintenance, repair or storage of the Goods.*
- *The customer agrees to maintain regular payments for the equipment by due date under the agreed schedule:*
 - *Immediately upon receipt of each invoice for COD customers.*
 - *Within the agreed period upon receipt of each invoice for customers with trading terms.*
- *Once the delivery of the goods have been made, the payment schedule is set and cannot be revised unless:*
 - *The equipment is returned unused and in the original containers.*
 - *The equipment does not operate or perform as per the agreed conditions under which it will be required to work.*
 - *Goods supplied correctly that are returned unused and in sellable condition will be liable to a 10% restocking fee.*
- *The Hirer acknowledges that prior to taking delivery of the Goods the Hirer has satisfied itself as to the condition and suitability of the Goods and their fitness for the Hirer's purposes.*
- *Repairs required for any damage that occurs to the equipment during the agreed payment schedule, that are deemed to be at the fault of the operator or user of the equipment will be repaired at the cost of the operator or user. Norbar is not liable for equipment damage that is not as a result of a warranty issue.*
- *The Hirer must insure the Goods and keep them insured in the names of both the Owner and the Hirer for their full insurable value against such risks as the Owner may nominate or, in the absence of such nomination, against loss or damage by fire, theft, accident and such other risks as are insured against by prudent persons engaged in a similar business to that of the Hirer and such policy must stipulate that any successful insurance claims are to be paid by the insurer directly to the Owner. If the goods are lost or stolen, destroyed or damaged to an extent which in the opinion of the insurer with whom the Goods are insured renders repair impractical or uneconomic, and the Owner and Hirer fail to agree on a replacement for the Goods, this Agreement shall be deemed terminated and the Hirer must pay to the Owner within 7 days an amount equal to the rent payable up to the end of the Hire Term.*
- *Norbar will uphold the standard warranty period for the equipment even after payment terms are fulfilled.*
- *This warranty is provided in addition to other rights and remedies you have under law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not*



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amount to a major failure. Any claim under this warranty must be made within 12 months of the purchase date. To take the claim under warranty, contact our nearest location. Norbar will repair products that fail to give satisfactory service due to defective workmanship or materials. We cannot accept responsibility for defects or failures caused by improper usage of the tools under conditions for which they were not intended, including overloading, lack of maintenance and neglecting to follow the instructions outlined in the Operating Instructions.

- *The purchaser agrees to not sell, lease, hire or otherwise dispose of the equipment under the agreement until payment has been made in full.*
- *Norbar reserves the right to pursue legal means to recover unpaid monies under the Terms and Conditions of the agreement.*
- *The Owner may notwithstanding the specified period of hire and notwithstanding any waiver of any previous default forthwith terminate this agreement and repossess the goods in any of the following events:*
 - a. *If the HIRER fails to pay any hiring charges on or before the due date*
 - b. *If the Hirer shall do or permit any act or thing to be done whereby the Owner's rights in any of the goods may be prejudiced.*
 - c. *If the Hirer shall become or be made insolvent or bankrupt or make any arrangement for composition with his creditors of the case of the Hirer being a company should an order be made or resolution passed for the winding up of such company.*
 - d. *If the Hirer commits any breach of this agreement*
- *Upon termination of this agreement for any reason whatsoever, the Hirer shall immediately pay to the Owner, by way of liquidated damages and amount equal to the aggregate of:*
 - *The unpaid balance of the rental instalments comprising the total rent that would have been payable during the Hire Term; and*
 - *The costs and expenses of the Owner in repossessing and storing, insuring and registering the Goods and in entering upon and removing the Goods from land or premises whereon the Goods are situated and make good any injury or damage caused to the said land or premises; and*
 - *The costs and expenses of repairs reasonably necessary to bring the Goods to a saleable condition.*

Sales Order: _____

Signed (Hirer): _____

Company: _____

Date: _____