



Rental Agreement – Harvestech Pull-through Delimber

Rental Period: **Rental Price:** \$2,200.00 plus GST per month

Rental Start Date: **Rental Expiry Date:**

Delimber Serial No:

Contractor Details

Company Name:

Owner Name/s: Owner Name/s:

Company Partnership Sole Trader

Office / Residential Address:

.....

Postal Address (if different from above):

.....

Owner Telephone Contact Numbers

Name:

Tele Office: Tele Fax: Tele Home:

Tele Cell: Email Address:

Manager/Foreman Contact Numbers

Name:

Tele Office: Tele Fax: Tele Home:

Tele Cell: Email Address:

Delimber Rental Conditions

RENTAL PAYMENT

- 1.1 The rental fee is as per the above, payable in advance.
- 1.2 Payment of the rental fee is to be made monthly starting on the first day of hire and each subsequent payment on the same date each month.
- 1.3 Payment is to be by way of Automatic Payment Authority to bank account:

**Westpac Bank
Harvestech Industries Ltd
03 0415 0516391 00**

- 1.4 If the Contractor fails to pay on or before due date, Harvestech reserves the right to charge the Contractor interest at the Default Rate, being the base lending rate charged by Harvestech's bank,

plus 6% per annum, from the due date until payment.

CARE OF DELIMBER

- 2.1 The Contractor will:
- a. At all times keep and maintain the Delimber in good order and repair.
 - b. Not make any alterations to or modify the Delimber without the prior consent of Harvestech.
 - c. Not adjust or tamper with any settings or adjustments unless under instruction of a Harvestech agent.
 - d. Will keep the Delimber when not in use stored in a safe place either on site or in secured premises.

PREVENTION OF DAMAGE OR LOSS TO DELIMBER

- 3.1 **The Contractor must do everything reasonable to prevent damage**, beyond reasonable normal wear and tear, to or the loss of the Delimber including without limitation:
- a. Allowing only properly experienced excavator/skidder operators to operate the Delimber.
 - b. Using, storing and maintaining the Delimber in accordance with the requirements contained within the Delimber Maintenance Manual and the reasonable instructions of an authorised Harvestech agent.
 - c. Using the Delimber only for the purposes for which it is built and designed.
 - d. Not removing the Delimber from the delivered site without first notifying Harvestech.
 - e. Avoiding the grapple striking the Delimber.
 - f. Not using the grapple to either directly open the knives or charge the drive roller.
 - g. Only moving the Delimber by lifting on the lifting bar or chain attached to lifting eyes.
 - h. Carry out all maintenance checks as per the provided Maintenance Manual.

NOTIFICATION OF DAMAGE

- 4.1 **The Contractor must immediately notify Harvestech of any loss or damage to the Delimber beyond reasonable wear and tear.**
- 4.2 The Contractor must not undertake repair of damage to the Delimber unless expressly under the direction of Harvestech.

DELIMBER NOT OPERATING AS SHOULD BE

- 5.1 The Contractor must immediately notify Harvestech if the Delimber fails to operate as it initially operated when first delivered.

SERVICE

- 6.1 **Harvestech, at its cost, will ensure the Delimber is serviced by an authorised Harvestech Service Agent every three months.**
- 6.2 The Contractor will:
- a. Allow Harvestech or its authorised agents to service/inspect the Delimber at any reasonable time.

- b. For the purposes of service/inspection only allow Harvestech through its representatives, servants, agents or employees to have the right (without giving notice) to enter any site/premises where the Delimber is being operated or kept.

- 6.3 Where a service/inspection reveals damage, in excess of normal wear and tear, and is in need of attention Harvestech will advise the Contractor specifying the extent of damage and will organise for any necessary repairs to the Delimber to be undertaken.
- 6.3 Under this clause a verbal advice by Harvestech will be prima facie evidence of any need for repair.
- 6.4 Under this clause the cost of any parts, consumables, labour or travel required to fix damage in excess of normal wear & tear shall be the obligation of the Contractor.

HARVESTECH'S LIABILITY

- 7.1 The Contractor may not enter into any obligation on Harvestech's behalf or involve Harvestech in any liability.

INDEMNITY

- 8.1 The Delimber will be at the Contractor's risk at all times during the Term of this Agreement and the Contractor will:
- a. Indemnify Harvestech in respect of any damage to the Delimber or their loss or destruction; and
 - b. Indemnify Harvestech against all claims and costs arising from the Contractor's use or possession of the Delimber.
 - b. Not make any claim against Harvestech for any loss, injury or damage suffered by the Contractor as a result of any breakdown or defect in the Delimber or any accident caused by the Delimber.

FREIGHT

- 9.1 **The Contractor will be charged the cost of freight for transport of the Delimber from its present location to the contractor's site at a standard fee of \$ 500.00.**
- 9.2 Harvestech will invoice the Contractor directly for this cost.
- 9.3 It is the Contractor's responsibility and cost to organise the return of the Delimber to a yard with a lifting device capable of lifting the Delimber onto a truck and to inform Harvestech of that location.

PARTS AND ACCESSORIES

- 10.1 Any accessories or replacements at any time held by the Contractor for use in conjunction with the Delimber or attached to them will become part of the Delimber for the purposes of this Agreement.

CHANGE OF ADDRESS

- 11.1 **The Contractor must notify Harvestech of any change in the Contractor's address during the Term of this Agreement.**

CONTRACTOR'S ACTS OF DEFAULT

- 12.1 Harvestech through its representatives, servants, agents or employees to may enter any site or

premises or any other place where the Delimber is kept or believed to be kept and retake possession of the Delimber if:

- a. The Contractor fails to comply with any of the Contractor's obligations in this Agreement.
- b. The Contractor goes into liquidation or receivership or a resolution to place it in liquidation is passed or proposed or the Contractor is unable to pass the solvency test defined by the Companies Act 1993.
- c. The Contractor does or omits to do anything which might endanger the safety or condition of the Delimber.
- d. The Contractor is placed under official management.
- e. The Contractor enters into a scheme of arrangement with the Contractor's creditors.
- f. Harvestech learns that the Contractor has made a material false statement when negotiating the Agreement.

12.2 Nothing in this clause will release the Contractor from any present or future liability under the terms of this Agreement.

HARVESTECH'S RIGHT TO TERMINATE

- 13.1 Harvestech may terminate this Agreement if the Contractor commits any of the acts of default listed.
- 13.2 The Contractor will then pay Harvestech on demand:
 - a. All costs incurred by Harvestech in taking possession, or attempting to take possession, of the Delimber.
 - b. All costs incurred by Harvestech in enforcing, or attempting to enforce this Agreement.
 - c. All costs incurred by Harvestech to repair damage to the Delimber, beyond reasonable wear and tear.

Expiry of Rental Agreement

At the 'Rental Expiry Date' the Contractor agrees to either communicate with Harvestech to arrange an extension of the Delimber rental or organise the return of the Delimber within 3 working days, to a yard that has lifting capability for the Delimber.

Dispute Resolution

DISPUTE RESOLUTION

- 17.1 If a party has any dispute with the other party in connection with this Agreement:
 - a. That party will promptly give full written particulars of the dispute to the other.
 - b. The parties will promptly meet together and in good faith try and resolve the dispute.
 - c. If the dispute is not resolved within 7 days of written particulars being given (or any longer

period agreed to by the parties) the dispute will be referred to mediation.

- d. A party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.

17.2 The mediation procedure is:

- a. The parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
- b. The parties must co-operate with the mediator in an effort to resolve the dispute.
- c. If the dispute is settled, the parties must sign a copy of the terms of the settlement.
- d. If the dispute is not resolved within 40 business days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
- e. The terms of settlement are binding on the parties and override the terms of this Agreement if there is any conflict.
- f. The terms of settlement may be tendered in evidence in any subsequent mediation or legal proceedings.
- g. The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any arbitration or legal proceedings.
- h. Either party may commence arbitration proceedings if mediation ceases as above.

17.3 If the dispute is referred to arbitration:

- a. The arbitration will be conducted by one arbitrator appointed by the parties.
- b. If the parties cannot agree on an arbitrator within 7 days the appointment will be made by the president of the New Zealand Law Society or the president's nominee.
- c. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- d. Neither party will unreasonably delay these dispute resolution procedures.

17.4 These dispute resolution procedures do not apply to:

- a. Any dispute arising in connection with any attempted renegotiations of this Agreement; or
- b. An application by either party for urgent interlocutory relief; or
- c. Any provision in this Agreement in respect of which Harvestech's decision is final.

17.5 Pending resolution of any dispute the parties will perform this Agreement in all respects including performance of the matter which is the subject of dispute.

Harvestech Agent's
signature

Harvestech Agent's full
name (please print)

Signed by Harvestech Industries Ltd:

Signed by Contractor:

Authorised Person's
signature

Person's full name
(please print)