

Special Conditions (Override)

These **Special Conditions** apply only to the extent specified to the referenced Quote, Scope of Work, Purchase Order, or other Commercial Arrangement. Where there is any inconsistency, **Special Conditions prevail** over all other provisions.

Special Conditions may include (without limitation):

- project-specific commercial terms;
- agreed variations to payment terms;
- client-specific Site requirements;
- KPI / availability variations;
- agreed departures from liability allocation, insurance, or scope;
- Payment variation (if any);
- KPI / availability variation (if any);
- Liability / insurance variation (if any);
- Other*:

**As expressly varied by written Special Conditions, all remaining clauses apply in full.*

Commercial Variables and Pricing Cross-Reference

Purpose: This Schedule comprises part of the Special Condition and provides a single-page reference to all key commercial variables, thresholds, pricing levers, and adjustable parameters contained in these Master Terms & Conditions.

Table 1: Commercial Variables and Pricing Reference

*Note: This **Commercial Variables and Pricing Cross-Reference** are for reference and administrative clarity. In the event of any inconsistency, the provisions here as part of the Special Conditions override the General Conditions, Scope of Works,*

Table 1 Ref.	Category	Variable / Commercial Lever	Default Position	Where Set or Overridden	Clause Reference	Practical Notes
1.1	Payment	Payment term	Net 30 days from invoice date	Special Conditions only	3.3, 3.4	Applies to all Services unless expressly varied
1.2	Payment	Late payment interest	5% per annum, calculated daily	Special Conditions	3.6	Accrues until paid
1.3	Payment	Suspension for non-payment	After 7 days overdue	Subject to SoP Act (WA)	3.8, 3.10	Statutory notice requirements may apply
1.4	Payment	Security of Payment	Statutory rights preserved	Mandatory by law	3.10	Invoices may also be payment claims
1.5	Admin / Disputes	Admin and dispute cost recovery	Greater of actual cost or AUD \$95 per hour	Special Conditions	3.7	Applies to audits, disputes, and information requests
1.6	Standby / Delay	Standby trigger	Resources available but not productive	Quote or Special Conditions	4.4	Includes access, weather, and client-caused delays
1.7	Standby / Delay	Standby rate	Greater of 70% of rate or 7.8 hours per day	Quote or Special Conditions	4.4(b)	Core revenue protection mechanism
1.8	Standby / Delay	Delay trigger	7 consecutive days	Default	4.5	Enables suspension and recovery of delay costs
1.9	Variations	Variation approval	Client approval required	Quote / Scope of Work	4.1	Always confirm approval in writing
1.10	Variations	Additional costs	Cost plus 10%	Quote or Special Conditions	4.3	Default margin protection
1.11	KPIs / Availability	KPI carve-out	Maintenance and repairs excluded	Special Conditions	Schedule F.6	Prevents double-penalty scenarios
1.12	KPIs / Availability	KPI baseline adjustment	Mandatory	Special Conditions	Schedule F.6	KPI denominator must be adjusted

1.13	Maintenance	Maintenance basis	Non-all-in by default	Quote or Special Conditions	Schedule F.1	All-in maintenance must be explicit
1.14	Maintenance	Minor repair threshold	Less than AUD 2,000 parts (aggregate per event)	Special Conditions	Schedule F.4	Prevents invoice splitting
1.15	Maintenance	Major repair threshold	AUD 2,000 or more parts (per event)	Special Conditions	Schedule F.4	Aggregation applies
1.16	Maintenance	Minor repair parts margin	Cost plus 10%	Default	Schedule F.3	Parts only
1.17	Maintenance	Labour for Minor Repairs	Charged at hourly rates	Quote / rate card	Schedule F.3	Client responsibility
1.18	Maintenance	Labour for Major Repairs	Included	Default	Schedule F.3	Kaynar responsibility
1.19	Maintenance	Wear versus damage presumption	Wear presumed	Limited override	Schedule F.7	Client bears burden of proof
1.20	Risk & Liability	Liability cap	Lesser of six-month fees paid or insurance limit	Special Conditions	7.3	Applies across contract, tort, and indemnity
1.21	Risk & Liability	Consequential loss	Excluded	Express override only	7.2	Includes loss of production
1.22	Risk & Liability	Client indemnity	Broad, with negligence carve-out	Default	8.1	Core risk transfer
1.23	Risk & Liability	Proportionate liability	Applies	Default	8.4	Reduces shared-fault exposure
1.24	Weather	Seasonal weather	Not Force Majeure	Default	10.3	Reflects regional operating reality
1.25	Weather	Exceptional events	Force Majeure only if extreme	Default	10.4	Objective exceedance required
1.26	Termination	Client termination for convenience	30 days' notice	Special Conditions	11.1	Costs recoverable
1.27	Termination	Termination for non-payment	14 days overdue	Default	11.2	Cashflow protection
1.28	Disputes	Negotiation period	15 business days	Default	12.2	Mandatory first step
1.29	Disputes	Mediation	Resolution Institute	Default	12.3	Costs shared equally
1.30	Disputes	Jurisdiction	Western Australia	Limited override	12.5, 14	WA courts
1.31	PPSA / Security	Security interest	Granted over hired goods	Default	13.1	Applies to all hire arrangements
1.32	PPSA / Security	PMSI registration	Permitted	Default	13.2	Insolvency priority protection
1.33	PPSA / Security	PPSA notices	Waived where permitted	Default	13.4	Administrative efficiency
1.34	Service-Specific	Demolition minimum charge	4 hours per person per day	Quote	A.3	Applies per day
1.35	Service-Specific	Labour hire minimum	4 hours (2 hours for training roles)	Quote	B.2	Short-shift protection
1.36	Service-Specific	Wet hire minimum	4 hours per item per day	Quote	E.2	Operator included

1.37	Service-Specific	Transport delay charge	After 60 minutes	Quote	D.3	Waiting time recovery
------	------------------	------------------------	------------------	-------	-----	-----------------------

Responsibility	Kaynar Group	Client
Insurance	☒	☐
Mobilisation to site	☐	☒
On-site assembly / cranage / tyre handler	☐	☒
Inspection of equipment at commencement of hire period	☒	☒
Inspection and measurement of undercarriage / tyres at commencement of hire period	☒	☒
Supply of competent and qualified operator to operate plant within OEM guidelines (wet hire)	☒	☐
Monthly reporting of hours, kilometres and servicing	☐	☒
Accommodation and meals for Kaynar supplied personnel	☐	☒
Pre-start inspection prior to operation of all machines	☒	☒
Supply of fuel including delivery, storage and distribution	☐	☒
Ground engaging tools including fitment	☐	☒
Workshop facility including air, communications, power, water	☐	☒
Daily servicing of all machines including oil and water top-up, greasing	☐	☒
Provision of major service consumables including oils, grease, coolants (OEM spec)	☐	☒
PM250 / PM500 / PM1000 / PM2000 hour services including parts, labour	☐	☒
Minor unscheduled repairs (hoses, o-rings, belts, air-conditioning, electrical components)	☐	☒
Modifications required to meet mine-spec or site-specific requirements	☐	☒
Major repairs including component changeout (not due to client fault)	☒	☐
Track / tyre damage, repair and replacement	☐	☒
Body, blade, bucket or attachment damage beyond fair wear & tear	☐	☒
Tyre supply – initial	☒	☐
Tyre wear (measure in / measure out)	☐	☒
Damage – repair / replacement of panels, glass, cab interior	☐	☒
Cleaning of equipment prior to servicing	☐	☒
Cleaning of equipment on completion of hire to same standard as received	☐	☒
Inspection of equipment at completion of hire period	☒	☒
Inspection and measurement of undercarriage / tyres at completion of hire period	☒	☒
On-site disassembly / cranage / tyre handler	☐	☒
Demobilisation from site	☐	☒

Kaynar Group Terms & Conditions

These are Kaynar Groups Terms & Conditions that are applied across all clients and work packages. While scope and commercials are negotiable. These are non-negotiable and drafted to ensure symmetry and clarity between Kaynar Group and our Clients.

Part 1 — General Terms and Conditions (All Services)

1. Definitions and Interpretation

1.1 **Company** means Kaynar Group Pty Ltd and any related entity providing the Services.

1.2 **Client** means the entity engaging the Company.

1.3 **Services** means any services, labour, equipment, transport, plant, or works supplied by the Company.

1.4 **Site** means the location where Services are performed.

1.5 **Quote / Scope of Work** means the written commercial document describing the Services.

1.6 Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation".

2. Contract Formation and Precedence

2.1 A binding contract is formed when the Client accepts a Quote, issues a purchase order, or otherwise instructs the Company to commence Services.

2.2 Order of precedence (highest to lowest):

1. Special Conditions
2. Quote / Scope of Work
3. These Terms

2.3 Any Client terms (including portal terms and purchase order terms) are excluded and do not apply unless expressly adopted in Special Conditions.

3. Rates, Invoicing, and Payment

3.1 Rates are exclusive of GST unless stated otherwise.

3.2 Invoicing frequency is as stated in the Quote or, if silent, monthly in arrears.

3.3 Payment is due within **30 days from invoice date** and applies across all Services.

3.4 **Payment terms may only be varied by expressly stated Special Conditions.** No other document, purchase order, client terms, or conduct alters the payment period.

3.5 **Acceptance of Services, continued engagement, or receipt of invoices does not constitute acceptance of any Client payment terms.**

3.6 Late payments may incur interest at **5% per annum**, calculated daily from the due date until paid.

3.7 Administration and Dispute-Related Costs

(a) Where the Company is required (acting reasonably), at the request of the Client or as a result of a dispute, query, audit, claim, or issue raised by or on behalf of the Client, to incur **administrative or professional costs**, including (without limitation) site administration, contract administration, accounting reconciliation, and legal review, the Company is entitled to recover those costs.

(b) Costs are recoverable at the **greater of**:

- actual costs incurred; or
- **AUD \$95 per hour** (or part thereof) for time spent by Company personnel or external advisers.

(c) The Company will provide reasonable detail of time spent and the issue addressed. Costs may be invoiced progressively and are payable under this clause.

3.8 Suspension for Non-Payment

(a) If an invoice remains unpaid **7 days after the due date**, the Company may (without prejudice to any other rights):

- suspend all or part of the Services;
- withhold delivery or demobilise personnel and/or equipment; and
- refuse recommencement until outstanding amounts are paid.

(b) The Company is not required to provide continuous Services during any period of non-payment.

3.9 Stand-Down and Suspension Costs (Non-Payment)

If Services are suspended due to Client non-payment, the Client remains liable for reasonable costs incurred during the suspension period, including (without limitation) labour stand-down/minimums, idle equipment holding costs, mobilisation/demobilisation, accommodation/travel, and remobilisation.

3.10 Security of Payment (WA) — Savings and Compliance

(a) To the extent the **Building and Construction Industry (Security of Payment) Act 2021 (WA)** (SoP Act) applies to any Services, **nothing in this agreement limits, excludes or modifies** any right, obligation, or procedure under the SoP Act.

(b) The Company may issue invoices that are also payment claims for the purposes of the SoP Act (where applicable). If the Client is required to provide a payment schedule, it must do so within the timeframe required by the SoP Act.

(c) The Company's rights to suspend, charge interest, and recover standby/stand-down costs operate **to the maximum extent permitted** and **subject to** any mandatory notice or process requirements under the SoP Act.

4. Variations, Delays, Standby, and Additional Costs

4.1 Variations must be approved by the Client.

4.2 Additional costs may include (without limitation): hazardous materials, standby, travel, accommodation, fuel levies, third-party costs.

4.3 Unless otherwise stated, additional costs and transport are charged at **cost plus 10%**.

4.4 Standby and Minimum Charge Principle (All Services)

(a) If Company resources are mobilised/rostered/committed and are available but cannot perform productive Services due to Client acts/omissions, Site conditions, access constraints, weather impacts, third parties, or other causes not attributable to the Company, standby is chargeable.

(b) Unless otherwise stated in the Quote or Special Conditions, standby is charged at a **reduced standby rate**, being the **greater of**:

- **70% of the applicable hourly or daily rate;** or
- **7.8 hours per person, operator, or item per 12 hour day** (or pro-rata equivalent),

depending on the commercial structure.

(c) Where practicable, the Company will notify the Client when standby conditions arise.

4.5 Delay Trigger and Stand-Down Costs

(a) Where delay persists for **7 consecutive days** for reasons in clause 4.4, the Company may suspend all or part of the Services and recover reasonable delay-related costs.

(b) Recoverable delay costs include labour standby/minimums, idle equipment holding costs, accommodation/travel/site holding costs, and remobilisation.

5. Client Responsibilities

The Client must:

- provide safe access and a compliant working environment;
- identify utilities, services and hazards;
- comply with WHS and site-specific requirements; and
- promptly notify incidents/hazards.

6. Safety and Compliance

6.1 The Company will comply with applicable WHS legislation.

6.2 The Client retains control of Site conditions unless otherwise agreed.

6.3 Work may be suspended for safety or compliance concerns.

7. Insurance and Liability

7.1 The Company maintains Public Liability and Workers' Compensation insurance in accordance with applicable law.

7.2 To the maximum extent permitted by law, the Company is not liable for indirect, consequential, or economic loss (including loss of production, loss of profit, or business interruption).

7.3 **Liability cap:** The Company's total aggregate liability arising out of or in connection with the Services (whether in contract, tort, statute or otherwise), including any liability under clause 8.2 (to the extent permitted by law), is limited to the **lesser of**:

- the total invoices **paid** by the Client to the Company in the **six (6) months** immediately preceding the event giving rise to the claim; or
- the applicable insurance limit held by the Company.

7.4 Nothing limits liability that cannot be limited under law.

8. Indemnities and Risk Allocation

8.1 Client Indemnity (Primary)

The Client indemnifies the Company against loss, damage, liability, cost, and expense arising out of or in connection with:

- Client instructions, sequencing, or supervision;
- Site/ground conditions, access, or suitability;

- latent or undisclosed hazards;
- Client-supplied materials/equipment/information; and
- the Client's breach of law or WHS obligations,

except to the extent the loss is caused by the proven negligence or wilful misconduct of the Company.

8.2 Company Indemnity (Limited)

The Company indemnifies the Client against direct loss or damage to the extent caused by the Company's proven negligence or wilful misconduct.

8.3 Exclusions and Alignment with Liability Cap

- Neither party indemnifies the other for indirect or consequential loss.
- The Company's indemnity is subject to and must not exceed the liability cap in clause 7.

8.4 Proportionate Responsibility

Each party's liability and indemnity obligations are reduced to the extent the loss is caused or contributed to by the other party.

9. Confidentiality and Non-Solicitation

9.1 Confidential information must be protected.

9.2 Breaches must be notified within **1 business day**.

9.3 The Client must not engage Company personnel within **6 months** without agreement.

10. Force Majeure (Regional Weather Treatment)

10.1 Neither party is liable for delays caused by events beyond reasonable control.

10.2 Force Majeure does not excuse payment obligations for amounts properly due and payable.

10.3 **Regional weather:** The parties acknowledge the Company operates in remote and cyclone-prone regions. **Seasonal or reasonably foreseeable weather conditions** (including heavy rainfall, flooding, extreme heat, and cyclonic conditions) are **not** Force Majeure.

10.4 **Exceptional events:** Weather may be Force Majeure only where it exceeds historical/published design parameters for the Site region or is accompanied by declared emergencies, government-mandated shutdowns, or lawful access restrictions preventing performance.

10.5 Where Force Majeure applies, affected obligations are suspended only to the extent and for so long as affected.

11. Termination

11.1 Termination for Convenience (Client)

The Client may terminate for convenience on **30 days' written notice**. The Client must pay:

- Services performed up to termination;
- unavoidable/committed costs reasonably incurred due to termination (including mobilisation/demobilisation/stand-down/cancellation); and
- any service-specific minimum charges.

11.2 Termination for Cause (Company)

The Company may terminate immediately by written notice if the Client:

- fails to pay any undisputed invoice within **14 days** of the due date;
- commits a material breach not remedied within **5 business days** of notice;
- provides unsafe/unlawful/non-compliant Site conditions;
- issues unsafe/unlawful instructions; or
- becomes insolvent.

11.3 Termination for Cause (Client)

The Client may terminate immediately if the Company commits a material breach not remedied within a reasonable period after written notice, having regard to the nature of Services.

11.4 Consequences of Termination

- outstanding invoices become immediately due;
- Client provides safe access for demobilisation;
- risk in equipment on Site remains with Client until demobilisation is complete;
- accrued rights survive.

12. Dispute Resolution

12.1 A party may give a written notice describing the dispute and relevant facts.

12.2 Within **15 business days** of the notice, the parties' representatives will meet and negotiate in good faith.

12.3 If unresolved, either party may refer the dispute to mediation administered by the **Resolution Institute** (or successor body). The mediator will be appointed by the Resolution Institute if the parties cannot agree within **5 business days**.

12.4 The parties will each bear their own costs and share mediator costs equally.

12.5 If unresolved after mediation, either party may commence proceedings in Western Australia.

12.6 Nothing prevents urgent injunctive or interlocutory relief.

13. PPSA (Personal Property Securities) — Equipment and Goods

13.1 If the Company supplies goods/equipment on hire, lease, bailment or otherwise, the Client grants the Company a **security interest** in that collateral (and proceeds) to secure payment and performance of Client obligations.

13.2 The Client acknowledges that the arrangement may create a **PMSI** and/or other security interest and consents to the Company registering its interest on the PPSR.

13.3 The Client must promptly provide information and do all things reasonably required to enable the Company to perfect and maintain its security interests.

13.4 To the maximum extent permitted by law, the Client:

- waives rights to receive notices and documents the PPSA permits waiver of; and
- agrees not to disclose, and waives rights relating to, information under section 275 of the PPSA (except to the extent it cannot be waived).

13.5 The Client must not create or allow a security interest over Company-supplied goods/equipment that would prejudice the Company's priority.

14. Governing Law

This agreement is governed by the laws of **Western Australia**.

15. Unfair Contract Terms (UCT) — Small Business / Standard Form Mitigation

15.1 The parties acknowledge that:

- Special Conditions are intended to capture negotiated changes for a particular engagement; and
- the Client has had an opportunity to review, request amendments, and seek advice on these Terms.

15.2 If any term is found to be unfair, invalid, or unenforceable, it will be read down or severed to the minimum extent necessary, and the remainder continues.

16. Entire Agreement

This agreement, together with any applicable Special Conditions, Quote, or Scope of Work, constitutes the entire

agreement and supersedes prior negotiations and representations.

17. Severability

If any provision is held invalid, illegal, or unenforceable, it is severed and the remaining provisions continue.

18. Acceptance

By accepting a Quote, issuing a purchase order, or instructing commencement of Services, the Client agrees to these Terms.

Part 2 — Service-Specific Terms and Conditions

These service-specific terms apply only where that service is engaged.

A. Demolition Services

A.1 Includes demolition, waste removal, site remediation, and associated equipment.

A.2 Hazardous materials (e.g. asbestos) are excluded unless expressly agreed.

A.3 Minimum charges: **4 hours per person per day** unless stated otherwise.

A.4 Cancellation within **48 hours** may incur minimum daily charges.

A.5 Waste disposal charged at quoted rates (including regulated disposal fees).

B. Labour Hire Services

B.1 Personnel remain employees or contractors of the Company.

B.2 Minimum engagements apply (generally **4 hours, 2 hours for training roles**) unless stated otherwise.

B.3 The Client directs daily tasks and provides site supervision unless agreed otherwise.

B.4 Accommodation, meals, and travel are Client-provided or charged at cost plus agreed margin (or cost plus 10% if not otherwise stated).

C. Plant and Equipment Hire (Dry Hire)

C.1 Equipment must be operated by authorised and competent personnel only.

C.2 The Client is responsible for loss or damage beyond fair wear and tear.

C.3 Maintenance/repairs classification (Minor/Major) may apply under **Schedule F** where the hire is not all-in maintained.

C.4 Where approvals are required under the Quote/SOW, the Client must provide purchase orders or written approval.

D. Transportation Services

D.1 The Company operates as a **Non-Common Carrier**.

D.2 Rates may include fuel levies, standby, and waiting time under Part 1.

D.3 Delays over **60 minutes** due to Client causes may attract standby.

D.4 Cancellation within **24 hours** of the required date may incur charges.

E. Wet Plant Hire

E.1 Wet hire includes equipment and an operator supplied by the Company.

E.2 Minimum charge: **4 hours per day per item** unless stated otherwise.

E.3 Operator standby is chargeable where delays/inefficiencies are caused by the Client, the Site, or Client instructions.

E.4 The Company is responsible for operator negligence only where not caused or contributed to by Client instructions, site/ground conditions, or supervision.

E.5 The Client retains responsibility for Site/ground/access suitability, directions/sequencing/supervision, and latent hazards.

E.6 The Company accepts no responsibility for loss/delay arising from site, ground, or instruction risk.

Schedule F — Maintenance and Repair Cost Allocation (Non-All-In Maintained Assets)

F.1 Application

Applies where plant/equipment/assets are supplied **other than on an all-in maintained basis**, unless Special Conditions state otherwise.

F.2 Cost Allocation Principles

- Costs are allocated by category and repair event/work order.
- Classification is determined by wear vs damage, scheduled vs unscheduled work, and minor vs major thresholds.
- Costs must not be re-characterised or artificially separated to alter allocation.

F.3 Cost Allocation (Authoritative)

Kaynar Responsibility

1. Tyre wear/replacement (measure-in / measure-out).
2. Track/undercarriage wear/replacement (measure-in / measure-out).
3. Machine fluids (oils, greases, coolant).
4. Scheduled servicing (manufacturer recommendations).
5. Oil sampling (manufacturer recommendations).
6. Wear components (buckets, bodies, blades, bowls) (measure-in / measure-out).
7. Major Repairs (defined below).
8. Labour for Major Repairs.
9. Flights/accommodation for Company maintenance personnel undertaking Major Repairs.
10. Repairs of Damage to equipment.

Client Responsibility

1. Minor Repairs / Maintenance (defined below) — parts reimbursed at cost + **10%**.
2. Labour for Minor Repairs — charged at applicable hourly rates.

F.4 Definitions (Controlling)

Minor Repairs / Maintenance means unscheduled repairs where the **aggregate parts cost for a repair**

event/work order is less than AUD \$2,000, including (without limitation) wiring/switches/lights, leaks/hoses, grease systems, batteries, air-conditioning, belts, starters/alternators, water pumps, fuel system components, valves, pins, bearings, brakes, seats, and minor boom/stick repairs.

Major Repairs means unscheduled repairs where the **parts cost exceeds AUD \$2,000 per individual item or per repair event/work order (parts cost only)**. A Major Repair may consist of multiple Minor Repair items reasonably related to the same fault/failure/system/work scope; the **aggregate parts cost** determines classification.

The Client must not require, and the parties must not structure, any work to artificially separate items to avoid the Major Repair threshold.

Repairs of Damage means repairs required due to damage, misuse, abuse, operation outside manufacturer limits, collision, impact, contamination, or site-specific hazards.

F.5 Evidence and Invoicing

Reimbursable costs must be supported by supplier invoices showing net cost exclusive of rebates/discounts. Labour must be supported by time records referable to the repair event.

F.6 Availability Carve-Out for KPIs

Any unavailability/downtime/reduced utilisation arising from Major Repairs, Minor Repairs, scheduled servicing, oil sampling, wear maintenance, or damage repairs (where allocated under this schedule) **must be excluded** from KPI calculations unless Special Conditions state otherwise. KPI baselines/denominators/reporting periods must be adjusted accordingly.

F.7 Presumptions — Wear and Tear vs Damage

- **Presumption of wear and tear:** deterioration of identified wear items is presumed fair wear and tear unless the Client proves otherwise.
- **Burden of proof:** the Client bears the burden of proving damage (misuse/abuse/outside OEM limits/collision/impact/abnormal site conditions).
- **Measure-in / measure-out:** measurements are conclusive unless manifestly incorrect.

- **No re-characterisation:** wear must not be re-labelled as damage to shift cost allocation.

F.8 Interaction

This schedule operates with standby, delay, KPI, indemnity, damage, and liability clauses. Special Conditions prevail in the event of inconsistency.

End of Kaynar Group T&Cs.