

SUPPLY TERMS AND CONDITIONS

APPLICATION

1. Forming a Contract

- 1.1 A Contract is formed if:
- (a) you accept a Quote in writing, by email, telephone, SMS or via any App (including ScaffM8) which ASS uses from time to time or by accepting ASS's Quote by issuing ASS with an Order (purchase order);
 - (b) you accept a Supply from ASS; or
 - (c) ASS accepts an Order from you for a Supply.
- 1.2 These Conditions:
- (a) apply to each Contract;
 - (b) together with ASS's Quote or your Order (and any Credit Contract) are the sole terms of each Contract;
 - (c) do not apply to a Contract to the extent that an applicable Quote expressly amends these Conditions; and
 - (d) prevail over any terms put out by you including in any Order (including any Order which you issue that is a purchase order which references or included any of your terms and conditions), unless ASS's managing director expressly and explicitly agrees in writing.
- 1.3 Where a Credit Contract is in place, these Conditions prevail to the extent of any inconsistency between the Credit Contract and these Conditions.
- 1.4 None of ASS's employees, agents or contractors may vary or add to these Conditions without the prior written authority of ASS's managing director.

2. Quotes and Orders

- 2.1 An Order you give ASS is subject to ASS's acceptance and ASS may decline an Order without cause. You may not cancel a Contract, or delay a Supply unless ASS agrees in writing.
- 2.2 Quotes are valid for the period specified in a Quote unless withdrawn or varied by ASS by notice prior to ASS's receipt of your notice of acceptance. Where a Quote does not specify a validity period then the Quote will be valid for a period of 30 days from the date of that Quote.

- 2.3 Where you make an Order with ASS or accept a Quote by telephone, ASS may email you to confirm the details of the Order or Quote. ASS may refuse to supply the Goods until you confirm the contents of ASS's email properly record the details of your Order or the accepted Quote and ASS's price for the same.

PART A: EQUIPMENT HIRE AND HIRE SERVICES

3. Hire

If stated in the Quote, ASS agrees to hire the Equipment to you, and you agree to hire the Equipment from ASS, on the terms of the Contract for the Term.

4. Use and Safety Obligations

- 4.1 The Equipment may only be used for the Permitted Use.
- 4.2 When operating or using the Equipment, you will comply with:
- (a) all applicable laws and standards including WHS Laws and Australian Standards; and
 - (b) ASS's and/or the Equipment manufacturer's policies, specifications, safety materials, procedures and guidelines in relation to the Equipment including as to use of the Equipment (as amended or replaced from time to time).
- 4.3 You must not, without ASS's written consent, do any of the following:
- (a) modify, weld or repair the Equipment;
 - (b) use the Equipment outside the Equipment's specifications including maximum weight or height;
 - (c) use the Equipment with any other scaffold brands or components (including other non-compatible scaffolding systems); or
 - (d) use the Equipment if it is or becomes unsafe or damaged.
- 4.4 Where the Additional Services do not include ASS erecting and dismantling the Equipment, you must:
- (a) only use suitably qualified and experienced personnel and you must check and verify the erected Equipment to ensure it is safe before use;

- (b) comply with any written guides and specifications provided by the scaffold manufacturer in respect of the erection and dismantling of the Equipment; and
 - (c) comply with applicable law and standards including WHS Laws and Australian Standards in respect of the erection and dismantling of the Equipment.
- 4.5 You release and indemnify ASS from any Claims arising from a breach by you of clauses 4.2, 4.3 or 4.4.
- 4.6 You must ensure that any of your officers, employees, agents and contractors:
- (a) comply with the obligations in clause 4.2 and 4.3; and
 - (b) hold licences or approvals required to use or operate the Equipment.
- 4.7 If at any time you consider the Equipment is unsafe (including via damage) or there has been any safety incident (including a near miss) you must:
- (a) immediately inform ASS (including providing ASS with all relevant information);
 - (b) allow ASS to inspect the Equipment;
 - (c) take all steps required to ensure safety in respect of the Equipment; and
 - (d) follow any directions ASS gives you in respect of the Equipment.
- 4.8 At all times, you must:
- (a) retain possession of the Equipment at the Project Site and not transfer the Equipment to any other location without ASS's written consent;
 - (b) store the Equipment in a safe condition;
 - (c) not grant any person a Security Interest or Encumbrance in the Equipment unless approved in writing by ASS;
 - (d) ensure that the Equipment is secure from theft, damage, defacing and destruction; and
 - (e) use best endeavours to avoid exposure of the Equipment to conditions which could result in damage to the Equipment.
- 4.9 ASS may inspect the Equipment at any time with reasonable prior notice and you must facilitate ASS's access to the Project Site in respect of the same.
- 4.10 You must not:
- (a) apply any signage or banners to any of the Equipment; and
 - (b) remove any of ASS's existing or approved signage and branding from the Equipment.
- 4.11 You must not do, and must ensure that no other person does, any of the following:
- (a) remove ties or planks;
 - (b) remove Equipment tags unless ASS agrees in writing;
 - (c) remove or alter any void or edge protections in respect of the Equipment; and/or
 - (d) remove the Equipment from the Project Site.
- 4.12 You must (at your own cost and expense) ensure that the Equipment is kept in the same condition as it was on the Commencement Date (excluding fair wear and tear).
- 4.13 In respect of Equipment comprising mobile towers you must:
- (a) ensure that such Equipment is erected, moved, used and dismantled in accordance with the manufacturer's instructions and specifications, WHS Laws and Australian Standards;
 - (b) only allow suitable experienced, trained and licensed persons to operate this Equipment; and
 - (c) ensure that such Equipment is not overloaded or use this Equipment on surfaces or in weather conditions which are unsafe or outside of WHS laws, the manufacturer's instructions and specifications or best industry practice.
- 4.14 Where any Equipment in the Quote is not readily available to ASS, ASS may supply you with alternative Equipment so long as the same is of equal functionality and utility.
- 5. Term and Related Matters**
- 5.1 The term of hire of the Equipment starts on the Commencement Date and ends on the Expiry Date (as applicable) unless ASS agrees with you in writing to extend the same.
- 5.2 If the Quote does not specify an Expiry Date (including by a stated Minimum Hire Period) in respect of any or all of the Equipment:
- (a) ASS may terminate the hire of such Equipment on providing 30 days' written notice to you at any time; and

- (b) you may terminate the hire of such Equipment on 30 days' written notice subject to the Equipment being returned to ASS's possession as required by clause 8 by the end of that 30 day period.

6. Delivery

- 6.1 Unless ASS delivering the Equipment to the Project Site is included as an Additional Service in the Quote, you must organise to collect the Equipment from ASS's Facility on the Delivery Date within the Delivery Window or a time which ASS agrees with you in writing.
- 6.2 Where any of your staff and contractors are on ASS's Facility for any reason (including, for example, to operate any vehicle to collect the Equipment) you must ensure they:
 - (a) comply with ASS's rules, procedures and directions in respect of operational and safety issues while on the Facility;
 - (b) comply with applicable WHS Laws;
 - (c) are competent, properly trained and hold all licenses and permits required by law in respect of driving and operating the relevant vehicle; and
 - (d) are not affected by unlawful drugs and do not have alcohol in their system.
- 6.3 Without limiting the above, you must ensure that
 - (a) drivers of the vehicle, the vehicle and the operation of the vehicle comply with all Road Transport and Safety Legislation; and
 - (b) any directions or information about the vehicle used to collect the Equipment from ASS's Facility, or return the Equipment to ASS's Facility, complies with all Road Transport and Safety Legislation.
- 6.4 ASS will only load your vehicle at the Facility with the Equipment in accordance with applicable Road Transport and Safety Legislation and applicable laws and ASS may refuse to do so where your directions are contrary to the same.
- 6.5 Where ASS delivers Equipment to the Project Site, you:
 - (a) must ensure that ASS has unrestricted and adequate rights and room to make that delivery of the Equipment to the Project Site;
 - (b) are responsible for traffic and pedestrian management associated with ASS's

delivery of the Equipment;

- (c) must unload the equipment from ASS's vehicle at the Project Site (including by appropriate equipment such as a crane or forklift) using suitably experienced and qualified personnel;
 - (d) must ensure the Project Site is safe and suitable for delivery of the Equipment (including a suitable unloading area);
 - (e) must, if the Supply includes ASS assembling the Equipment at the Project Site, ensure the area of the Project Site for the same is safe and suitable for the erection and use of the Equipment;
 - (f) must ensure you comply with all laws including WHS Laws in respect of the Project Site;
 - (g) must ensure that the condition of, and access to, the Project Site is consistent with any details of the same you have provided to ASS; and
 - (h) must ensure the Project Site can be accessed by ASS as set out above so ASS can deliver the Equipment and, if applicable, assemble the same, on the Delivery Date during the timeframes which ASS has notified you of on that Delivery Date.
- 6.6 If the Quote includes, as Additional Services, ASS delivering the Equipment to the Project Site, then:
 - (a) if you are setting up the Equipment, ASS will arrange for the Equipment to be delivered to the Project Site on the Commencement Date; or
 - (b) if the Quote includes that ASS is setting up the Equipment, then ASS will arrange for the Equipment to be delivered to the Project Site on or prior to the Commencement Date on the date set out in the Quote or as agreed between ASS and you.
 - 6.7 If you consider that any Equipment is defective or damaged as at the time you took possession of the Equipment, you must notify ASS of the same within 5 days of receipt of that Equipment and provide ASS with evidence of the same.

7. Delays with Supplies

ASS will use reasonable efforts to make a Supply by the agreed dates in the Quote including as to the delivery or collection of the Equipment. However, ASS will not have any Liability to you where despite using reasonable efforts, ASS is unable to make the

Supply by the applicable date (in such circumstances ASS will, acting reasonably, seek to agree a revised schedule for the performance of that Supply).

8. Return of Equipment

8.1 Where the Quote identifies an Expiry Date (including by a Minimum Hire Period) in respect of any or all of the Equipment, then on that Expiry Date, as applicable:

- (a) ASS may attend the Project Site to disassemble and collect the Equipment; or
- (b) you must return the Equipment to ASS's Facility.

8.2 Unless the Quote includes, as an Additional Service, ASS collecting the Equipment from the Project Site, you must (at your own cost and expense), return the Equipment to ASS's Facility in a clean and tidy state in accordance with industry standards and free from damage or defect on or before the expiry of the Term or the earlier termination of the Contract in respect of such Equipment.

8.3 Where the Additional Services include ASS collecting the Equipment from the Project Site, you:

- (a) must load the Equipment onto ASS's vehicle (including by appropriate equipment such as a crane or forklift) using suitably experienced and qualified personnel;
- (b) must ensure that ASS has unrestricted and adequate rights and room to collect the Equipment from the Project Site;
- (c) are responsible for traffic and pedestrian management associated with ASS's collection of the Equipment;
- (d) must ensure the Project Site is safe and suitable for the collection of the Equipment;
- (e) agree that if the Supply includes ASS disassembling the Equipment at the Project Site, you must ensure the area of the Project Site for the same is safe and suitable for the dismantling of the Equipment;
- (f) must ensure that you comply with all laws including WHS Laws in respect of the Project Site; and
- (g) the Project Site can be accessed by ASS and complies with the above on the date and timeframes which ASS has notified you for the collection of the Equipment

from the Project Site.

8.4 Within 14 days after the Equipment is returned to ASS, ASS will inspect the Equipment to confirm your compliance with the Contract. If during such inspection, ASS discovers any missing components, damage or defect or Damaging Event which is not caused by ASS after the date the Equipment is returned, you must pay to ASS within 30 days of receipt of such invoice:

- (a) the costs of rectifying such defective or damaged components including the cost of any parts and related shipping, or where the cost of repairing the same exceeds the replacement cost of the Equipment, the full replacement cost of such Equipment at the manufacturer's current list price plus any shipping costs to ASS's Facility; plus
- (b) the Hire Fee which will continue to accrue on and from such date of return until the date (i) if applicable, the damage or defect or Damaging Event is remedied; or (ii) if applicable, the date the replacement equipment is received by ASS and commissioned but where ASS does not elect to replace such Equipment, the date estimated by the manufacturer to replace such replacement equipment.

9. Risk and Title

9.1 Where you collect the Equipment from ASS's Facility, risk in the Equipment passes from ASS to you on and from ASS loading the Equipment onto your vehicle.

9.2 Where ASS delivers the Equipment to the Project Site, risk in the Equipment passes from ASS to you on (a) where you are setting up the Equipment, from ASS commencing the unloading of the Equipment, or (b) where ASS is setting up the Equipment, on ASS completing the Equipment set up and signing off on the same.

9.3 Where ASS collects the Equipment from the Project Site, risk in the Equipment passes from you to ASS on the Equipment being loaded onto and secured to ASS's vehicle on the Project Site.

9.4 ASS will, at all times, retain sole ownership of all Equipment hired to you under a Contract.

10. PPSA – Hire

10.1 If the Contract is, or is likely to, constitute a PPS Lease (as defined in the Act), then you will do everything reasonably necessary (including signing any documents) to assist the perfection

and registration of ASS's Security Interest in the Equipment and any Proceeds as defined in the Act. To the extent permitted by the Act, you waive your rights to receive any notices under the Act including a verification statement under section 157 of the Act. You agree to, immediately upon demand, reimburse ASS's costs and expenses of securing and enforcing ASS's Security Interest in accordance with the Contract and the Act

FEES, INVOICES AND PAYMENTS

11. Hire Fee

- 11.1 You shall pay ASS the Hire Fee for the Equipment.
- 11.2 Unless agreed otherwise in writing, the parties agree the Hire Fee accrues:
 - (a) on and from the Commencement Date; and
 - (b) until the date that is the later of (i) as applicable, the date you return the Equipment to ASS's Facility, or the date ASS collects the Equipment from the Project Site in accordance with the terms of the Contract; (ii) if applicable, the date all amounts due and payable by you under clause 8.4 have been paid; and (iii) if applicable, any replacement equipment purchased in accordance with clause 8.4 or clause 18 (as applicable) has been delivered to ASS but where ASS elects not to replace such Equipment, the date the manufacturer estimates it will be able to replace such replacement equipment.
- 11.3 Unless ASS expressly agrees in writing, the Hire Fee is payable for the Minimum Hire Period.
- 11.4 Where you remain in possession of the Equipment after the end of the Term, Hire Fees will continue to accrue and are payable by you for the Equipment. To avoid any doubt, you notifying ASS that the Equipment is available for collection from the Project Site does not cause the obligation to pay the Hire Fee to end.

12. Invoicing

- 12.1 ASS may issue invoices for the Fees prior to the Supply, weekly, monthly or on any milestones set out in the Quote or as expressly stated in the Quote. Where the Fees include any services to be provided by ASS prior to delivery, erection, or transportation of the Equipment, ASS may invoice such Fees prior to delivery or collection of the Equipment and such Fees will be payable prior to delivery or collection of the Equipment.

- 12.2 If you have a Credit Contract with ASS, you must pay all invoices for Fees in full within the period for payment set out in that Credit Contract. Where ASS cancels that Credit Contract, you must pay any invoices within the periods set out in these Conditions. ASS may suspend or cancel a Credit Contract if you fail to comply with the terms of the same, in which case the payment terms in these Conditions will apply.

- 12.3 Unless otherwise stated in a Quote or agreed in writing:

- (a) if you have a Credit Contract with ASS, you must pay all invoices for the Fees within 30 days of the end of the month in which the valid tax invoice for the Fees was issued to you; or
- (b) if you do not have a Credit Contract with ASS, you must pay all invoices for the Fees within 2 Business Days of ASS issuing you with a valid tax invoice for the Fees.

- 12.4 Subject to clause 15, you must pay the Fees by credit card or electronic transfer into a bank account nominated by ASS on the tax invoice.

- 12.5 All payments must be made in full. You may not deduct or set off from any amount due to ASS under a Contract any amount (including a Claim or Liability) which you allege ASS owes you unless ASS agrees in writing. An invoice is payable by you alone and under no circumstances may you withhold payment on the basis you are awaiting payment from any third party or request ASS seek payment directly from any third party.

- 12.6 ASS may set off any amount ASS owes you under or in respect of any Contract against any or all amounts you owe ASS under or in respect of any Contract.

- 12.7 Payment is not deemed to be received until ASS receives cleared funds.

- 12.8 If any amount due and payable by you under the Contract is overdue (whether demanded or not), ASS may charge you interest at the Reserve Bank of Australia indicator rate plus 5% from the date of default until ASS receives payment in full. This is not ASS's sole remedy for a failure by you to pay ASS as and when required under a Contract.

- 12.9 Unless expressly stated otherwise in the Quote or these Conditions, amounts payable are expressed as exclusive of GST. If applicable, you must pay GST on an invoice as and when required to pay the invoice.

12.10 If ASS determines that any Equipment ordered by you, whether for hire by you or purchase by you, are Non-standard Equipment, ASS may at any time request you pay ASS for the same in full in advance. You agree to pay ASS in full for such Non-standard Equipment within 7 days of a demand by ASS for payment and in any event, prior to ASS hiring the Equipment to you. If, in ASS's absolute discretion, ASS agrees to cancel an Order with you related to Non-standard Equipment, you must immediately pay all of the costs, and expenses ASS has or will incur because of such cancellation.

13. Additional Fees

You must pay ASS the Additional Fees for any Additional Services in the Quote.

14. Adjustment to Fees

14.1 ASS may charge you reasonable additional amounts; in addition to the Fees; in the following circumstances and you agree to pay these additional amounts within 14 days of invoice from ASS:

- (a) ASS is unable to deliver, erect, dismantle and/or collect the Equipment because you breach your obligations under the Contract or ASS incurs waiting times or delays in respect of the same;
- (b) any information you provide to ASS as to the condition of, or access to, the Project Site is not correct and this causes ASS to incur additional time, costs and/or expenses; and/or
- (c) you request, and ASS agrees to, a variation of the Supply set out in the Quote (including by making any additional Supply).

14.2 Unless ASS agrees with you in writing, in respect of the costs for the matters set out in clause 14.1 (including the Fees for any variation of a Supply), ASS will, in calculating any such additional amounts, do so by applying ASS's Rates Schedule where the Rates Schedule is applicable.

15. Credit Card

15.1 ASS may, but need not, accept payment of any amount payable under the Contract by credit card or other card of a type that ASS notifies you that ASS accepts from time to time. If you do not have a Credit Contract with ASS, you must provide ASS with a valid credit card before ASS dispatches or delivers any Equipment to you and a valid authorisation from you to allow ASS to lawfully charge and procure payment from your supplied credit card. Unless and until

all amounts payable by you have been paid, you authorise ASS to retain your credit card details and to make payments on the same as allowed by this clause. If your credit card expires, you must promptly provide ASS with a replacement credit card and authorisation for ASS to use the same to procure payments. Subject to applicable law, you authorise ASS to retain such credit card information unless and until all payments are made by you under the Contract and all Equipment is returned to ASS.

15.2 If you pay any amount by card, ASS may add a surcharge, but only:

- (a) to the extent permitted by law; and
- (b) for an amount that does not exceed ASS's reasonable cost of acceptance for that card type. ASS will notify you of the surcharge, or the way it is calculated, before you make the payment.

15.3 Prior to providing you any Supply, ASS may require you to provide ASS with your card details and you may authorise ASS (in the Quote or Credit Contract or otherwise in writing) to retain your card details and to charge that card for amounts that are due and payable by you under the Contract.

15.4 If you give ASS such an authority as set out in clause 15.3, then:

- (a) ASS may only charge the card for amounts that are due and payable by you under the Contract;
- (b) before charging the card, ASS will give you a valid tax invoice for the amount and at least 5 Business Days' written notice of ASS's intention to charge the card, except where the amount is already overdue, in which case ASS may charge the card on or after its due date for payment;
- (c) ASS will not charge the card for more than the amount shown as due and payable in the relevant tax invoice; and
- (d) you may withdraw the authority at any time by written notice to ASS, in which case you must pay all amounts due and payable under the Contract by another method ASS accepts by the relevant due date.

15.5 You warrant that you are authorised to use, or authorised to authorise ASS to charge, any card used under this clause. ASS will handle your card details in accordance with applicable law and the applicable card scheme rules.

- 15.6 If a card payment is declined, dishonoured or reversed, the relevant amount remains due and payable, and you must pay it by another method ASS accepts by the relevant due date. You must reimburse ASS for any reasonable costs ASS actually incurs as a result.
- 15.7 An amount paid by card is taken to be paid only when ASS receives cleared funds for that amount. This clause does not limit your obligation to pay any amount under the Contract, or any other right ASS has under the Contract.

16. Security Deposit

- 16.1 If specified in a Quote, you must pay the Security Deposit to ASS before the Commencement Date as a condition of taking possession of the Equipment.
- 16.2 ASS may use the Security Deposit to satisfy your obligations under or in connection with a Contract.
- 16.3 The Security Deposit will be repaid to you (less any deductions made by ASS under clause 16.2) within 14 days of you returning the Equipment in accordance with these Conditions.
- 16.4 No interest is payable on the Security Deposit.

DAMAGE AND RECORDS

17. Repairs and Modifications

- 17.1 You must not repair or modify the Equipment without ASS's prior written consent.
- 17.2 If the Equipment is damaged, you must promptly notify ASS and provide written details of the damage to the Equipment and the circumstances giving rise to the damage.

18. Damage and Loss

- 18.1 If the Equipment is damaged, lost, stolen or requires repairs or is otherwise subject to a Damaging Event, you must:
- (a) promptly notify ASS and provide details of the damage, loss, theft or required repairs and the circumstances giving rise to the same; and
 - (b) comply with ASS's directions.
- 18.2 Where the Equipment is damaged or otherwise requires repairs, and the cost of doing the same does not exceed the replacement cost of the Equipment, you must pay ASS an amount equal to the costs of those repairs within 14 days of ASS issuing you with a valid tax invoice for the same.
- 18.3 Where any Equipment is destroyed, stolen or

lost, or damaged or otherwise requires repairs and the cost of repairing the same exceeds the replacement cost of the Equipment, then:

- (a) you must pay to ASS, on demand, the full replacement cost of such Equipment at the manufacturer's current list price plus any shipping costs to ASS's Facility within 14 days of receiving a valid tax invoice for the same;
- (b) ASS has no obligation to repair or replace such Equipment; and
- (c) the Contract will immediately terminate in respect of such Equipment upon such Equipment being destroyed or lost or the cost of repairing the Equipment exceeds the replacement cost. In such circumstances, the Hire Fee will continue to accrue on and from such date until the later of: (i) the date being the date the Minimum Hire Period for such Equipment expires; and (ii) the date the replacement equipment is received by ASS but where ASS does not elect to replace such Equipment, the date estimated by the manufacturer to replace such replacement equipment, which you must pay within 14 days of receiving a valid tax invoice for the same which tax invoice ASS may deliver at any time ASS determine.

19. Records and evidence

- 19.1 ASS may keep records of any matter connected with the Contract (including delivery, handover, inspection, compliance, attendance at the Project Site, variations, suspension, when the Hire Fees end, and the condition of the Equipment) by the use of an App (including ScaffM8) and/or by other means, including QR scaffold tags, digital and manual handovers, Safe Work Method Statement acknowledgements, delivery and collection dockets, photographs and videos, emails and SMS messages, GPS and driver records, timesheets, inspection checklists and supervisor notes.
- 19.2 ScaffM8 is ASS's preferred App for operational records where it is available and reasonably practicable to use at a Project Site. Where an App (including ScaffM8) is unavailable, not used, incomplete, interrupted, inaccessible or not reasonably practicable to use, ASS may make and rely on any of the other records referred to in this clause.
- 19.3 A record ASS keeps under this clause is admissible in any dispute and is evidence of the matters it records, in the absence of manifest

error or evidence to the contrary.

- 19.4 The absence, failure, non-use or incompleteness of an App record (including a ScaffM8 record) does not, of itself, invalidate any delivery, handover, inspection, end of the Term and Hire Fees, variation or suspension, or affect any amount payable to ASS, where ASS hold other records that reasonably evidence the relevant matter.
- 19.5 If you disagree with any record of a delivery, handover, inspection, variation, end of the Term and Hire Fees, or compliance matter, you must notify ASS in writing within 48 hours and, in any event, before you or anyone else continues to use the relevant Equipment. If you do not, ASS may rely on ASS's records as evidence of the relevant matter, but this does not limit any right or remedy you have that cannot be excluded under law.
- 19.6 ASS is not required to keep records in any particular form, and ASS's failure to make or keep a record does not limit your obligations under the Contract.
- 19.7 Nothing in this clause limits the use of the App by the parties to agree variations to the Contract (including Fees) or to provide notice for the purposes of the Contract.

RISK AND INSURANCE

20. Warranties, Claims and Liability

- 20.1 Except as provided in these Conditions, a Contract or as prohibited by law, ASS disclaims and excludes all conditions and warranties, expressed or implied (including any rights and remedies) imposed or conferred by statute, common law, equity, trade custom or usage.
- 20.2 ASS has no Liability to you under or in connection with a Contract (including under a Claim made under statute) for any Consequential Loss other than for death or injury caused by ASS's Gross Negligence and Wilful Misconduct or which cannot be excluded by the operation of law.
- 20.3 Where by law, ASS is liable to you as a manufacturer (including under section 274 of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth))) ASS's Liability is limited to, in respect of the: (a) supply of goods, to paying an amount equal to the costs of the goods or obtaining equivalent goods; and (b) supply of services (including hire services) paying you the costs of those services or resupplying those services.
- 20.4 This clause 20.4 only applies if ASS provides you with any warranty in respect of the Supply

and you are a "consumer" within the meaning of section 3(1) of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). Where ASS provides you with a warranty, you may give ASS notice for a claim under the warranty by post or email - the details of which are set out below: 5-7 Peekarra St, Regency Park SA 5010, phone [13 62 60](tel:136260), email adelaide@oldfields.com.au.

ASS's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with service, you are entitled to (a) cancel your service contract with ASS; and (b) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- 20.5 If the Supply is not of a kind ordinarily acquired for personal, domestic or household use or consumption, then ASS's Liability for a breach of a condition, warranty or guarantee of supply (including any imposed or implied under Schedule 2 (The Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth)), is limited to (as ASS may decide):
- (a) in the case of goods (i) the replacement of the goods or the supply of equivalent goods, or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods or the cost of repairing the goods; and
 - (b) in the case of services (i) the supplying of the services again, or (ii) the payment of the cost of having the services supplied again.
- 20.6 ASS's Liability to you for all Liability not caught by other provisions in this clause 20 is limited to a maximum amount equal to the total amount you are to pay ASS under the Contract to which the Claim relates. You agree that:
- (a) this is a genuine pre-estimate of your likely Liability arising from a breach by ASS of a Contract, ASS's acts or omissions or negligence; and
 - (b) if this clause was not included then either the terms of the Contract on which ASS

would have agreed to provide the Supply would have been substantially different (including an increase in price).

However, clause 20.6 will not apply to the extent of any Claim to the extent the same arises from ASS's Gross Negligence and Wilful Misconduct or which cannot be limited by applicable law

20.7 Unless agreed expressly in writing, you agree that a Supply does not include any professional advice in respect of the Equipment and related matters (including the design or suitability of the Equipment for your intended use). To the extent ASS has made any informal recommendations to you, you warrant that you have not relied on the same and release ASS from Claims if you do in fact rely on those informal recommendations.

20.8 Provisions in this clause are subject to, and do not operate, where the same are contrary to mandatory law.

21. Representations and Warranties

21.1 You warrant and represent to ASS that you have full legal capacity and power to enter into and perform your obligations under the Contract.

21.2 If you are trustee of a trust, you:

- (a) enter into the Contract as trustee of the trust and in your personal capacity; and
- (b) represent and warrant to ASS that you have an unrestricted right of indemnity out of the trust fund.

22. Insurance

22.1 Despite anything in this clause and regardless of whether:

- (a) you hold the insurances required by this clause;
- (b) you can or cannot recover under those insurances; and/or
- (c) ASS holds any insurances in respect of a Claim against you in respect of loss, damage or stolen Equipment,

while the Equipment is in your possession and/or at your risk under these Conditions, you are solely liable to ASS under clause 18 in respect of any lost, damaged, or stolen Equipment. For the avoidance of doubt, ASS has no obligation to claim under any insurance in respect of a Claim against you in respect of any lost, damaged, or stolen Equipment.

22.2 You will, on demand, pay the deductible on any

of ASS's insurance if:

- (a) an insurable event occurs in relation to the Equipment; and
- (b) ASS claims on such insurance as you fail to comply with your obligations under the Contract.

22.3 You will not do, or fail to do, anything which could:

- (a) prejudice ASS's insurance in respect of the Equipment;
- (b) cause the premiums for such insurance to be increased; and/or
- (c) lead to the cancellation or refusal of insurance for the Equipment.

22.4 Unless agreed otherwise in writing, at all times during the Term, you must hold:

- (a) public liability insurance for an amount of not less than \$20,000,000 covering your liability for personal injury or death caused in connection with the Equipment; and
- (b) full comprehensive insurance in respect of the Equipment you hire under the Contract which provides coverage for your use of the Equipment in accordance with the Contract and for the loss of or damage to the same and have ASS's interest noted on that insurance policy; and
- (c) workers compensation insurance as required by applicable law and third party property damage for vehicles.

22.5 You must promptly enforce any insurance policy in respect of loss or damage of the Equipment and must promptly pay to ASS all proceeds received by you under that policy to the extent required to discharge your obligations to ASS under the Contract. You grant ASS a Security Interest in respect of such insurance proceeds as security for the performance of your obligations under the Contract.

22.6 You must provide written evidence of your compliance with clause 22.4 on demand by ASS.

23. Indemnity

You release and indemnify ASS from any Claim arising under or in connection with the Contract to the extent the same arises from your breach of the Contract or from your acts or omissions or the acts or omissions of your agents, officers, contractors or employees.

TERMINATION AND SUSPENSION

24. Termination by ASS

24.1 ASS may terminate all or any Contracts by notice to you if:

- (a) you:
 - (i) have a Credit Contract with ASS and you fail to pay any amount in full within 30 days of the due date under a Contract; or
 - (ii) do not have a Credit Contract with ASS and you fail to pay any amount in full within 7 days of the due date under a Contract;
- (b) you breach any term or condition in a Contract and fail to remedy that breach within 7 days of notice from ASS or the breach cannot be remedied;
- (c) you are a company and you are subject to a change in control from that existing on the date you entered into your first Contract with ASS (control in this clause has the meaning given in section 50AA of the *Corporations Act 2001* (Cth));
- (d) you are a natural person and you commit an act of bankruptcy under the *Bankruptcy Act 1966* (Cth) or become an insolvent under administration within the meaning of section 9 of the *Corporations Act 2001* (Cth);
- (e) you become a Chapter 5 body corporate (within the meaning of section 9 of the *Corporations Act 2001* (Cth)) or a party takes action to make you a Chapter 5 body corporate but only if and when allowed by the *Corporations Act 2001* (Cth);
- (f) a party seeks to enforce a security against the whole or substantial part of your assets; and/or
- (g) there is, in ASS's opinion (acting reasonably), a material adverse change in your financial position that gives ASS reasonable grounds for believing that you may be unable to fully and promptly perform your obligations under a Contract.

25. Termination by You

25.1 You may terminate a Contract by notice to ASS if:

- (a) ASS breaches any material term or condition in a Contract and fails to

remedy that breach within 7 days of notice from you, or the breach cannot be remedied or resolved by ASS paying you reasonable compensation in respect of the same; and/or

- (b) ASS becomes a Chapter 5 body corporate (within the meaning of section 9 of the *Corporations Act 2001* (Cth)) or a party takes action seeking to make ASS a Chapter 5 body corporate (within the meaning of section 9 of the *Corporations Act 2001* (Cth)) but only if and when allowed by the *Corporations Act 2001* (Cth)).

25.2 Where under applicable law, ASS is not entitled to terminate under 24.1(e), ASS may suspend any obligation in which ASS has to make a Supply to you unless and until ASS has received from the administrator or controller an undertaking satisfactory to ASS that you will be able to fully perform your obligations under that Contract.

26. Consequences of Termination

26.1 On the termination of the Contract:

- (a) as applicable, you must, at your own cost, return the Equipment to ASS in accordance with these Conditions, or allow ASS to access the Project Site to disassemble and collect the Equipment;
- (b) because of your breach under clauses 24.1(a), 24.1(d) or 24.1(e), the respective rights and liabilities of the parties will be the same as they would be at common law if you had wrongfully repudiated the Contract and ASS had elected to treat this Contract as at an end and recover damages;
- (c) the rights and the obligations of the parties under the Contract will terminate other than any provision which by its nature should survive the expiry or termination continues to apply and bind the parties (including the clauses 18, 20 and 23); and
- (d) any accrued rights and remedies to which a party to the Contract may be entitled or be subject before its termination or which arise from the event of termination will remain in effect.

27. Suspension

If payment is overdue under any Contract or, ASS (acting reasonably) determines that you are in material breach of any Contract, ASS may in respect of any Contract, cancel or suspend the delivery or

performance of any Supply. You must still pay ASS for any Supply (or part thereof) delivered or performed under any such Contracts. Further, ASS may, subject to WHS Law, mark the Equipment as "do not use", update the tag status of the Equipment, restrict access to the Equipment.

28. Indemnity and Costs

- 28.1 You indemnify ASS against any liability (including reasonable legal fees on a solicitor/client basis) which ASS may incur arising out of any breach by you of the contract or any negligence or wrongful act or omission by you.
- 28.2 You must pay all of ASS's costs (on a solicitor/client basis) incurred in the recovery of monies owing by you or in otherwise enforcing ASS's rights against you under a contract.

PART B: SALE OF EQUIPMENT

Note: This **Part B** (clauses 29 to 34) applies to the sale of Equipment. See **Part A** if you are hiring Equipment.

29. Application

- 29.1 This **Part B** applies where the Quote specifies that ASS is selling (rather than hiring) Equipment to you.
- 29.2 Where this **Part B** applies, it prevails over the other provisions of these Conditions to the extent of any inconsistency in respect of the Sold Equipment, and the provisions of these Conditions dealing with hire (including the Hire Fee, the Term, return of Equipment, maintenance, and your insurance obligations during hire) do not apply to the Sold Equipment. To avoid doubt, the limit of liability provisions in **Part A** apply to the sale of Equipment under this **Part B**.

30. Sale and Sale Price

- 30.1 ASS agrees to sell, and you agree to buy, the Sold Equipment for the Sale Price, on the terms of the Contract.
- 30.2 You must pay ASS the Sale Price (plus GST) as set out in the Quote or, if the Quote does not say when the Sale Price is payable, in full before the Sold Equipment is delivered to or collected by you and if the Equipment is Non-standard Equipment, prior to ASS sourcing or manufacturing the Non-standard Equipment. The provisions of these Conditions dealing with payment, set-off, cleared funds, GST and overdue interest apply to the Sale Price.

31. Risk

Risk in the Sold Equipment passes to you on delivery or collection (determined in accordance with the

Delivery provisions of these Conditions), even though title may not have passed. From that time until title passes, you must keep the Sold Equipment insured for its full replacement value against loss and damage, with ASS's interest noted on the policy.

32. Title and retention of title

32.1 Title in the Sold Equipment does not pass to you until you have paid the Sale Price in full and all other amounts you owe ASS under that Contract (if any) which includes the sale of the Sold Equipment. Until title passes:

- (a) you hold the Sold Equipment as bailee for ASS;
- (b) you must store the Sold Equipment so that it is clearly identifiable as ASS's property and keep it separate from your own goods and those of any third party;
- (c) you must keep the Sold Equipment free from any Security Interest or Encumbrance and must not remove, deface or obscure any of ASS's markings or serial numbers;
- (d) you must not allow the Sold Equipment to become an accession to, or be commingled with, other goods in a way that causes ASS's title to be lost; and
- (e) if you fail to pay any amount when due, or an Insolvency Event occurs in relation to you, ASS (and ASS's employees, agents and contractors) may, on reasonable notice where practicable, enter any premises where the Sold Equipment is located to inspect or retake possession of it, and you indemnify ASS for the reasonable costs ASS actually incurs in doing so. ASS may exercise this right without terminating the Contract or affecting ASS's other rights.

32.2 If you dispose of any Sold Equipment before title passes:

- (a) you do so as ASS's fiduciary, and you must hold the proceeds of that disposal on trust for ASS in a separate, identifiable account; and
- (b) you grant ASS a Security Interest in those proceeds as security for the amounts you owe ASS in respect of the Sold Equipment.

33. PPSA – Sales

33.1 You acknowledge that the sale of the Sold Equipment under the Contract gives ASS a Security Interest (including a purchase money security interest) in the Sold Equipment and its

proceeds, which ASS may register on the Personal Property Securities Register.

- 33.2 You waive a right to receive a verification statement under section 157 of the Act. To the extent permitted by the Act, you also agree that sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the Act do not apply, and you waive your right to receive any notice or statement otherwise required under those sections and under section 275 of the Act.

34. Condition and your acknowledgements

- 34.1 Unless the Quote states otherwise, the Sold Equipment is sold on an "as is, where is" basis in the condition it is in at delivery or collection, and you acknowledge that you have inspected it (or had the opportunity to do so) and rely on your own assessment of its condition and suitability. Where the Sold Equipment is second-hand, ASS will tell you and you accept that it is used equipment.
- 34.2 You must inspect the Sold Equipment on delivery or collection and notify ASS of any shortfall or visible defect within 48 hours. If you do not, the Sold Equipment is taken to have been accepted, except in respect of any guarantee, right or remedy that cannot be excluded under the Australian Consumer Law.
- 34.3 To the extent permitted by law, ASS excludes all terms, conditions, warranties and guarantees in respect of the Sold Equipment other than those expressly set out in the Contract. Nothing in this section excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, and ASS's liability for any failure to comply with such a guarantee, and otherwise in respect of the Sold Equipment, is limited as set out in the clause headed Warranties, Claims and Liability in these Conditions.
- 34.4 You acknowledge that ASS has not provided you with any representations as to the suitability of the Sold Equipment for any project you intend to use the Sold Equipment.

OTHER MATTERS

35. Force Majeure

- 35.1 ASS will not be liable for delay or failure to perform any of ASS's obligations under a Contract to the extent that such delay or failure is caused by a force majeure event.
- 35.2 ASS may terminate a Contract 30 days after the occurrence of a force majeure event if, in ASS's reasonable opinion, ASS is unable to perform the Contract or can only perform the Contract at a loss due to the effects of the force majeure event.

- 35.3 A **force majeure event** means any circumstance not within ASS's direct or reasonable control including pandemics, epidemics, labour disputes, the inability to obtain labour, materials or goods, destruction or damage to ASS's premises or a relevant work site, damage or destruction to stocked equipment, inability or delays in sourcing equipment, breach of contract, default or insolvency of any third party, an act of government or governmental authority, terrorism, disruption to the supply of power, gas, water, electronic or telecommunication services, civil disorder, the weather or other natural events.

36. Assignments and Amendments

You must not, without ASS's prior written consent assign or transfer any right or obligation under the Contract (which such consent ASS will not unreasonably withhold). ASS may assign its rights under a Contract by notice to you so long as the assignee is reputable and solvent. A Contract can only be amended by agreement in writing.

37. General

- 37.1 A Contract represents the parties' entire agreement, and supersedes all prior representations, communications, contracts, statements and understandings, whether oral or in writing, relating to its subject matter.
- 37.2 A party waives a right under a Contract only by written notice that it waives that right.
- 37.3 A Contract is governed by the laws of the Australian State or Territory where the Equipment is hired or sold to you (**Relevant State**). The parties submit to the exclusive jurisdiction of the courts of the Relevant State and the Federal Court of Australia (being the Registry in that Relevant State) in respect of any matter connected with the Contract.
- 37.4 A Contract may be executed in counterparts (including by PDF emailed copies or by an acceptable online signing system including an App) and all such counterparts together are deemed to constitute an original of the Contract.
- 37.5 A party must pay its own costs of negotiation, preparation and execution of a Contract.
- 37.6 A party must pay its own costs and expenses in performing any obligation under the Contract unless the agreement expressly provides otherwise.
- 37.7 ASS may amend or update these Conditions from time to time. Any such amended or updated Conditions will be applicable to any Quote issued on and from such amended or

updated Conditions being issued (included on ASS's website or via clicking the current Conditions link on ASS's Quote or in the App).

- 37.8 Any agreement or consent required under a Contract may be provided by electronic means including by email or by the App.
- 37.9 Each party must comply with all applicable laws as to privacy when dealing with any personal information provided by the other party.
- 37.10 Each party must only use or disclose Confidential Information of the other party for the purposes of performing its obligations under a Contract, to obtain advice from advisers, or as required by the operation of law.
- 37.11 ASS may use subcontractors to perform any part of the work without notifying you or obtaining your consent (however, in such circumstances, ASS remains contractually responsible for the carrying out of ASS's obligations under a Contract). No subcontractor has authority to agree to any variation of a Contract or any Supply under it on ASS's behalf.

UNDERSTANDING THESE CONDITIONS

38. Meanings

- 38.1 In these Conditions:

Act means the *Personal Property Securities Act, 2009* (Cth) as amended or replaced from time to time.

Additional Fees means the fees and charges (other than the Hire Fee) specified in, or calculated in accordance with, a Quote or these Conditions, including amounts payable for any Additional Services.

Additional Services means any services ASS agrees to provide in connection with the Equipment as specified in a Quote, including delivery, collection, erection, dismantling, inspection or the supply of labour.

App means any online application or portal ASS uses (including ScaffM8) to issue Quotes and to track and confirm matters relating to the Supply and a Contract including the delivery and completion of a Supply and variations.

ASS means Adelaide Scaffold Solutions Pty Ltd (ACN 111 683 697) trading as Oldfields Scaffolding SA&WA.

Australian Standards means the standards published by Standards Australia (or any successor body) that apply in respect of a Supply, in each case as amended or replaced from time to time.

Business Day means a day other than Saturday, Sunday or a public holiday in the state, territory, or jurisdiction where ASS is providing you the Supply.

Consequential Loss means any Third Party Claim and any loss, damage, claim, expense, and/or penalty (loss) that does not ordinarily or naturally flow from the breach, act or omission and includes, without limitation, indirect loss, loss of revenue, loss of reputation, loss of profits, loss of actual or anticipated savings, and/or loss of bargain.

Contract means an agreement for a Supply between ASS and you based on these Conditions and the Quote (and if applicable a Credit Contract).

Commencement Date means the date for the commencement of a Supply specified in the Quote and, where there is no date specified:

- (a) where you are setting up the Equipment and ASS is delivering the Equipment, the date on which ASS commences the unloading of the Equipment at the Project Site;
- (b) where you are setting up the Equipment and are collecting the Equipment, the date on which you collect the Equipment from ASS'S Facility; or
- (c) where ASS is setting up the Equipment, the date from which ASS completes the Equipment set up and signing off on the same.

Credit Contract means any credit account or credit agreement between ASS and you governing the provision of credit in respect of a Supply.

Conditions means this document being the *Supply Terms and Conditions*.

Confidential Information means a Contract and any information (in any form, whether or not in material form, and whether disclosed or obtained before or after the date of the Contract) that one party (**Discloser**) provides to, or that the other party (**Recipient**) otherwise obtains from the Discloser, in connection with the Contract (including in respect of ASS as the Discloser ASS's pricing for the Supply), together with all copies, notes and other materials the Recipient makes based on or incorporating it, but excluding information that:

- (a) is or becomes public, other than through the Recipient's breach;

- (b) a third party lawfully disclosed to the Recipient other than as the Discloser's agent;
- (c) the Discloser certifies in writing is not Confidential Information; or
- (d) the Recipient lawfully held before the Discloser's disclosure.

Claims means any costs, expenses, losses, damages and Liabilities suffered or incurred by, and all actions, proceedings, demands and claims brought, made or recovered by any person against, ASS whether in contract, tort (including, without limitation, negligence) or otherwise.

Damaging Event includes, without limitation, conditions that are patent and obvious, physical damage, latent damage, damage caused by careless handling including excessive wear, tear or damage.

Delivery Date means the delivery date specified in a Quote, or otherwise being the date ASS notify you, for delivery or collection of the Equipment. The Delivery Date is limited to ASS's usual trading hours on that date.

Delivery Window means the period specified in a Quote, or otherwise agreed in writing, within which the Equipment is to be delivered or collected (unless agreed this will be within ASS's usual hours of trading).

Encumbrance means any encumbrance or security interest and includes any legal or equitable mortgage, charge (fixed or floating), pledge, lien, title retention or conditional sales agreement, option or restriction about transfer, use or possession.

Equipment means the equipment specified in the Quote.

Expiry Date means the date specified in the Quote (if any) on which the hire of the Equipment to you ends and/or includes the end date for any Minimum Hire Period specified in a Quote.

Facility means ASS's premises or yard from which the Equipment is supplied or to which it is returned, as notified by ASS (including in a Quote).

Fees means the Hire Fee, any Additional Fees and all other amounts payable by you under a Contract.

GST means any tax imposed on the supply of goods or services which is imposed or assessed under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

Gross Negligence and Wilful Misconduct means (a) any fraud, fraudulent concealment or dishonesty, (b) any criminal conduct, or (c) any breach, act or omission done or omitted to be done deliberately or with reckless disregard (whether consciously or not), for the consequences of the act or omission.

Hire Fee means the amount specified in, or calculated under, the Quote.

Liability or **Liabilities** means any liability, cost or expense however arising, whether in contract, tort (including negligence), under statute or otherwise.

Insolvency Event means a party:

- (a) becomes or passes a resolution to become a **Chapter 5 body corporate**;
- (b) cannot pay its debts as and when they fall due or becomes an **insolvent under administration**;
- (c) has proceedings brought against it under any bankruptcy or insolvency law and such proceedings are not discharged or stayed within 30 days; and/or
- (d) becomes subject to the appointment of an administrator, provisional liquidator, trustee in bankruptcy or has a **controller** appointed in respect of any property,

(each bold term in this definition has the meaning given in section 9 of the Corporations Act 2001 (Cth)).

Minimum Hire Period means any minimum period that the Equipment is hired by you as specified in the Quote (if any).

Non-standard Equipment means Equipment manufactured or sourced by ASS which is not readily available "off the shelf" or which ASS explicitly states in the Quote is Non-standard Equipment.

Order means a request or order from you (whether in writing, by telephone, or in person) to ASS for a Supply and includes a purchase order you issue to ASS to accept its Quote.

Permitted Use means such use the Equipment was designed and manufactured to be used for.

Project Site means any location/s specified in the Quote and such other locations agreed in writing between the parties from time to time.

Rates Schedule means ASS's schedule of rates and charges current at the relevant time, a copy of which is available on request or via the App.

Road Transport and Safety Legislation

means all statutes, acts, regulation and mandatory codes of practice or conduct in respect of the safe loading, operation and transport of goods by vehicles including chain of responsibility obligations including under the Heavy Vehicle National Law (South Australia) Act 2013 and regulations under the same and like acts and regulations in Australia.

Quote means any written quote or written offer from ASS to you including which ASS makes by the App.

ScaffM8 means the third party software platform and mobile application of that name which is designed specifically for the scaffolding, access and rigging industries including to track hire arrangements from contracting to completion.

Security Deposit means the amount specified in the Quote (if any).

Security Interest has the same meaning as in the Act.

Sale Price means the amount specified in the Quote as the price for the Sold Equipment.

Sold Equipment means the Equipment that the Quote specifies ASS is selling (rather than hiring) to you.

Supply means the hire of Equipment, sale of Sold Equipment and any Additional Services ASS agree to provide to you under a Contract as detailed in the applicable Quote.

Term means the period of hire of the Equipment, beginning on the Commencement Date and ending on the Expiry Date or as otherwise determined under these Conditions.

Third Party Claim means any third party Claim against you which arises in whole or in part in connection with a Supply or a Contract and includes any Claim by a third party against you for liquidated damages or other indirect loss, claim and damages under a contract you have with a third party including (in respect of any works you are undertaking on the Project Site for the owner or developer of that Project Site).

WHS Laws means the work health and safety laws that apply in each place where the Equipment is used or the Contract is performed, including (as applicable) the *Work Health and Safety Act 2012 (SA)* and the *Work Health and Safety Regulations 2012 (SA)*, and the *Work Health and Safety Act 2020 (WA)* and the *Work Health and Safety (General) Regulations 2022 (WA)*, together with any other regulations and approved codes of practice made under that

legislation, in each case as amended or replaced from time to time.

You or your means the party specified in the Quote.

Version (A) 28 July 2026