

## **Daimler Truck and Bus vehicle demonstrator deed and security agreement**

1. **Daimler Truck and Bus Australia Pacific Pty Ltd** (DTB) ABN 86 618 413 282, agrees to allow the demonstration of the vehicle/s (“Vehicle”) or commercial vehicle/s (“Commercial Vehicle”) described in the Rental Truck Handover and Inspection Form to the Individual/Company from the Demonstration Commencement Date until the Demonstration Return Date subject to the terms and conditions of this Deed. A (“Commercial Vehicle”) is defined as a Ute, Van, Truck or any vehicle which is not intended for personal/domestic use.

2. The Individual/Company must return the Vehicle/Commercial Vehicle to DTB at the point at which it was made available to the Individual/Company on or before the Demonstration Return Date specified in the Schedule, or any extension of that date agreed by both parties in writing. DTB may terminate this demonstration at any time by request to the Individual/Company and the Individual/Company must immediately return the Vehicle/Commercial Vehicle to DTB no later than the time nominated for return by DTB. The Vehicle/Commercial Vehicle must be returned to DTB in the same condition it was made available to the Individual/Company, fair wear and tear consistent with the period of the demonstration excepted. The Individual/Company is responsible for any loss of or damage occurring to the Vehicle/Commercial Vehicle while the Vehicle/Commercial Vehicle is in the possession or control of the Individual/Company or any Nominee, howsoever such loss or damage occurs and whether or not the such loss or damage was the Individual’s/Company’s or its Nominee’s fault.

3. The Vehicle/Commercial Vehicle must only be driven by either the Individual or the Company’s employees (“Nominees”) (whichever applies) who are expressly authorised by the Company to drive the Vehicle/Commercial Vehicle (“the Nominee”), and the Company will be entirely responsible for any acts or omissions of, or breach of this Deed by, the Nominees, or any other person to whom the Company yields possession of the Vehicle/Commercial Vehicle. The Individual/Company warrants that it will indemnify DTB against any loss or damage suffered as a result of the Individual/ Nominee’s acts, omissions or use. The Individual/Company warrants that it is and each of the Nominees are duly authorised under all relevant laws, by-laws and regulations to operate and drive the Vehicle/Commercial Vehicle in the State or Territory in which, and for the purpose for which, it is being operated or driven. The Individual/Company warrants that it will, and will ensure each of the Nominees will, operate the Vehicle/Commercial Vehicle in accordance with recognised methods and standards of operation and in accordance with instructions and/or recommendations that may be given by DTB from time to time.

4. The Individual/Company must give DTB immediate notice of any accident, damage or incident involving the Vehicle/Commercial Vehicle while in the possession of the Individual/Company or any Nominee and follow any instructions as may be given by DTB relating to the Vehicle/Commercial Vehicle. If the accident, damage or incident involves damage to persons or property, the Individual/Company must immediately telephone the required information to DTB. The Individual/Company agrees to assist DTB with all reasonable requests, including assisting DTB to respond to any requests or enquiries it receives from a government, regulatory or statutory authority or insurer or law enforcement agency.

5. The Vehicle/Commercial Vehicle is covered by compulsory third party insurance and by comprehensive insurance. The Individual/Company acknowledges and agrees that there is an Excess and Additional Excesses which apply to each claim in relation to the Vehicle/Commercial Vehicle, as

set out in the Schedule. If any event giving rise to a claim occurs at any time when the Vehicle is in the custody or control of the Individual/Company or any Nominee, the Individual/Company will be liable to and will pay to DTB the Excess and/or Additional Excesses applicable to the Individual/Company, the Vehicle/Commercial Vehicle and/or the Nominee driving the Vehicle/Commercial Vehicle at the time of the claim. DTB may, by written notice, increase the Excess and/or Additional Excesses. The Individual/Company must also reimburse DTB on demand any loss, damage, cost or expense incurred by DTB as a result of the loss of or damage to the Vehicle/Commercial Vehicle (whether or not caused by the fault of the Company or their Nominee) which is either below the applicable Excess and/or which is unable to be recovered under DTB's policies of insurance. DTB may, by written notice, increase the Excess and/or Additional Excesses). The Individual/Company is responsible for insuring any goods or other property carried by the Vehicle/Commercial Vehicle and DTB will have no liability in respect of any such property. DTB may require the Individual/Company to provide a credit card imprint. In the event of any loss of or damage to the Vehicle/Commercial Vehicle, the Individual/Company authorises DTB to charge the credit card with an amount up to the total of the applicable Excess and/or Additional Excess or up to the total amount of the loss or damage which is either below the applicable Excess and/or which is unable to be recovered under DTB's policies of insurance and/or any other amount the Individual/Company is liable for under this Deed.

6. The Individual/Company must ensure, and must require its Nominees to ensure, that the Vehicle/Commercial Vehicle is never operated or driven or in the charge of any person whose blood alcohol level exceeds any relevant level prescribed by any Act or Regulation in any State or Territory in which the Vehicle is being operated or driven, or who is under the influence of any other drug. If the Individual/Company (or Nominee) fails to comply with this clause, the Individual/Company will be liable to DTB for all loss, damage, costs and expenses in relation to the Vehicle that is in excess of the Excess and Additional Excesses as well as the Excess and the Additional Excesses. The Individual/Company must ensure that no person smokes or transports any animals in the Vehicle. The Individual/Company must not use or permit the Vehicle to be used off road, for any illegal purpose, race, speed test, or contest, for hire or for commercial use (excluding Commercial Vehicles). The Individual/ The Individual/Company must maintain and return the Vehicle/Commercial Vehicle in a clean condition. When not being driven, the Vehicle/Commercial Vehicle must be locked and parked in a secure location.

7. The Individual/Company must pay all fees, toll charges, fines and penalties against the owner or operator of the Vehicle/Commercial Vehicle which arise from the use or operation of the Vehicle/Commercial Vehicle during the period of the demonstration, and consents to DTB providing their details to any person claiming any such amount from DTB, and warrants that any Nominee consents to DTB providing the Nominee's details to any person claiming any such amount from DTB. All fuel, tolls, oil, AdBlue and other consumables used in the Vehicle/Commercial Vehicle during the period of the demonstration are the responsibility of the Individual/Company.

8. If any routine service is required during the period of the demonstration then the Individual/Company shall arrange for this to be carried out at an authorised Mercedes-Benz Dealer.

9. The Individual/Company must only use, and must ensure that its Nominees only use, the Vehicle/Commercial Vehicle for the purpose for which it was designed and in accordance with the instructions in the Owner's Manual, and in no circumstances shall the Individual/Company or any Nominee load the Vehicle/Commercial Vehicle beyond its specified carrying capacity specified in the Owner's Manual or tamper with or interfere with the Vehicle/Commercial Vehicle in any way or

operate the Vehicle/Commercial Vehicle so as to cause any of the specified limitations on its operation or use to be exceeded.

10. If the Vehicle/Commercial Vehicle becomes defective in any way, regardless of whether the defect renders the Vehicle/Commercial Vehicle inoperable, the Individual/Company shall arrange for the Vehicle/Commercial Vehicle to be taken to the nearest authorised Mercedes-Benz Dealer for rectification and shall notify DTB of the defect.

11. The Individual/Company hereby agrees to return any Commercial Vehicle with the same amount of fuel and AdBlue the Commercial Vehicle had at the demonstration commencement time (see Schedule below) failing which the Individual/Company will owe DTB a debt due and payable on demand for the cost DTB incurs in filling the Vehicle to the required level.

12. The Individual/Company will pay the costs of any repairs and replacement parts including any tyres and windscreen for any Commercial Vehicle during the demonstration period which are in DTB's reasonable opinion attributed to the conduct of the Individual/Company and or its Nominee's usage of the Vehicle. Notwithstanding any other clause in this Deed, at the Demonstration Return Date and prior to the redelivery of the Commercial Vehicle to DTB, the Individual/Company agrees to at its cost replace the windscreen (if the windscreen had been in any way damaged during the demonstration period) with an DTB approved windscreen and replace any tyres on the Commercial Vehicle which DTB determines in its reasonable discretion are more than 40% worn with new tyres the same as (or if DTB agrees, with equivalent tyres to) those on the Commercial Vehicle at the Demonstration Commencement Date. If the Individual/Company fails to do so, DTB may replace the windscreen and tyres and recover the costs of doing so as a debt due and immediately payable by the Individual/Company to DTB. This Deed is governed in accordance with the laws of Victoria.

13. The Individual/Company will indemnify each of DTB, its agents, officers and employees against any and all claims, fines, tolls, penalties, liabilities, costs, compensation, expenses, losses, damages and settlement expenses, including legal costs on an indemnity basis, suffered or incurred by any of them, whether directly or indirectly, resulting from, in connection with or arising out of any act, omission or default of the Individual/Company, or any of the Company's Nominees or other person to whom the Individual/Company yields possession of the Vehicle/Commercial Vehicle, including without limitation any loss or damage caused to any property, or arising out of any personal injury or death, or the Vehicle/Commercial Vehicle while it is in the possession or control of the Driver or a Nominee. To the full extent permitted by law, the Individual/Company agrees that DTB is not liable to the Individual/Company or to any Nominee for any loss or damage (including personal injury and death) arising from the Individual's/Company's (or a Nominee's) use of the Vehicle/Commercial Vehicle, and the Individual/Company releases DTB from any claim whatsoever for such loss, damage, injury or death. Where at law DTB's liability cannot be excluded, but may be limited, it is limited at DTB's option to the supply of the Vehicle/Commercial Vehicle demonstration again or the payment of the cost of having the Vehicle/Commercial Vehicle demonstration supplied again.

14. Nothing in this Deed is intended to, or shall be read to, exclude, restrict, modify or limit the application of, or a right or a guarantee provided for by, or liability to a consumer under one or both of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Act 1999 (Vic) or corresponding legislation in any other State or Territory, except to the extent permitted to be limited under such legislation and is so limited in accordance with such legislation.

15. Where any clause of these terms and conditions is void, unenforceable, or illegal, that provision is to be read down to the extent necessary to ensure that it is not void, unenforceable or illegal. To

the extent that it cannot be read down, then it is severed and the rest of the terms and conditions remain in force.

16. The parties acknowledge and agree that this Deed is a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA") and creates a security interest. If the terms of this demonstration are for a period greater than 12 months, for the purposes of the PPSA, this security agreement is a PPS Lease and is deemed a Purchase Money Security Interest and may be registered as such by DTB. The security interest that DTB has attaches to the Vehicle/Commercial Vehicle on the earlier of the signing of this Deed or the Individual/Company taking possession of the Vehicle/Commercial Vehicle. DTB may register a security interest in the Vehicle/Commercial Vehicle on the Personal Property Securities Register, and the Individual/Company must do any act or sign any document necessary for DTB to register and perfect and give effect to the security interest created under this Deed. The Individual/Company understands that the Vehicle/Commercial Vehicle is for its exclusive use only during the demonstration period and that it has no authority whatsoever to sell, lease, pledge, lend or in any way encumber, transfer or otherwise dispose of or part with possession of the Vehicle/Commercial Vehicle or any interest therein to any other person.

17. This Deed is governed in accordance with the laws of Victoria.