

Ref: W1672-17MC

19/05/2017

Shire of Collie  
87 Throssell St  
Collie WA 6225

Attn: Mr Richard Summerfield



Clark Equipment Sales Pty Ltd  
ABN 99 050 059 419  
30 Salisbury Rd Hornsby, NSW 2077  
PO Box 50 Hornsby, NSW 1630  
T: 02 9477 8446 F: 02 9476 2241  
E: [omega@clarkequipment.com](mailto:omega@clarkequipment.com)  
Western Australia  
1711 Albany Hwy Kenwick, WA 6107  
T: 08 9493 3433 F: 08 9493 3863  
E: [michael.curtain@clarkequipment.com](mailto:michael.curtain@clarkequipment.com)

Ref: Clark GTS25L Forklift, Rent to buy

Dear Richard

Thank you for the opportunity to provide a proposal to supply equipment to meet your materials handling requirements.

Since its beginnings in 1948 manufacturing Clark forklift trucks, Clark Equipment has been providing a full range of equipment solutions for the materials handling and logistics industry for the past 68 years and are proud to offer Clark Forklifts who are a world leader in the manufacture and supply of forklift trucks.

After inventing the world's first forklift in 1917, Clark have manufactured over 1 million units and have been at the forefront of every major and technological advancement in the worlds forklift industry for 99 years.

At Clark we pride ourselves in providing complete and comprehensive solutions and as such, I have added for your perusal information detailing purchase, rental, finance and service options as part of our commitment for your continued support.

- Priority Breakdown Service (Subject to location)
- After-market parts and servicing
- Maintenance of equipment records to meet OH&S requirements
- Finance packages with lenders experienced with the Materials Handling Industry

CES also offers a broad range of equipment to suit most applications including:-

OMEGA	10-50t FORKLIFT TRUCKS, Laden & Empty Container Handlers
CLARK	1.5 - 8t ENGINE POWERED FORLIFTS
CLARK	1.0 - 5t BATTERY ELECTRIC POWERED FORLIFTS
CLARK	TOW TUGS AND UTILITY VEHICLES
TERBERG	TERMINAL TRACTORS / INDUSTRIAL PRIME MOVERS
BOBCAT	TELEHANDLERS, SKID STEERS & COMPACT EXCAVATORS
DOOSAN IR	POTABLE POWER, COMPRESSORS & LIGHTING TOWERS
DOOSAN	EXCAVATORS & WHEEL LOADERS

Thank you for the interest shown in our products, we look forward to discussing this proposal or any matter concerning materials handling equipment at your convenience.

Yours Faithfully

Michael Curtain  
Regional Manager, MHD WA & NT

Formal Quotation

QUOTATION: W1672-17MC

We offer this equipment in accordance with our standard Terms & Conditions, enclosed.

MODEL & QUANTITY:	1 only new CLARK GTS25 LPG Powered Forklift
UPRIGHT & LIFT HEIGHT:	4,800mm three stage "container" mast Lowered height of 2,165mm with 946mm free lift
NOMINAL CAPACITY:	2,500kg @ 500mm load centres (L/C's).
CAPACITY AT FULL LIFT:	2,200kg @ 600mm LC's with standard side-shift
FORKS & ATTACHMENT:	1,070mm tynes on std carriage with Hydraulic side-shift
ENGINE:	2.4 litre Hyundai engine, 4cyl LPG Engine. Integrated Monitoring & Engine management System Factory LPG System for improved performance.
TRANSMISSION:	Single speed with inching and high capacity t/converter
DRIVE AXLE & BRAKES:	Clark Heavy Duty Trans with, Fully enclosed "wet disc" brakes & lever actuated park brake
STEERING:	Hydrostatic Priority Demand with Tilting Steer Column
TYRES:	Puncture Proof; 7.00-12 Front and 6.00-9 Rear
EQUIPMENT INCLUDED:	<ul style="list-style-type: none"> <li>➤ Floating Rubber isolated operator cell "open" cabin</li> <li>➤ Full lighting &amp; rear combination lamps with h/lights</li> <li>➤ Flashing beacon and reversing buzzer / backup alarm</li> <li>➤ Compact Steering wheel with spinner (Knob)</li> <li>➤ Adjustable tilt on steering column</li> <li>➤ Adjustable suspension seat with seat belt</li> <li>➤ Ergonomically positioned hydraulic control levers</li> <li>➤ LED display with visual &amp; audible alarms</li> <li>➤ Hand grab on upright for safe operator access</li> <li>➤ Non slip steps and heavy duty rubber floor mat</li> <li>➤ Non activated park brake alarm</li> <li>➤ Start interlock system</li> <li>➤ Rear vision mirror kit</li> <li>➤ Operators manual in seat pocket</li> </ul>
RENT TO BUY:	<p>\$150.00 plus GST per week based on 15hrs/week usage Minimum 14 week term Excludes transport for delivery or pickup Subject to approved credit application &amp; Omega Rentals T&amp;C's Payments are strictly monthly in advance Includes routine maintenance &amp; repairs due to normal wear. Maintenance and repairs during normal business hours only Repairs due to damage, miss-use or abuse charged at service labour rate Excludes insurance cover with hirer to provide copy of insurance certificate.</p>
PURCHASE PRICE:	\$25,990 plus GST + \$1,180 plus GST for scales
LESS:	\$1,000 plus GST rental rebate for purchasing rental forklift at end of 14 week term.
PURCHASE OPTION (Add):	\$2,000 plus GST; Hydraulic fork positioning
TRANSPORT (Add):	\$450 plus GST, Ex Kenwick to Collie (excludes pick-up if required)
AVAILABILITY:	Approx 2 weeks from date of order, ex-stock Kenwick WA
WARRANTY:	36 Months / 3,600hrs, whichever occurs first? (Clark Forklift) Subject to equipment serviced to manufacturer's recommendations
PAYMENT TERMS:	10% deposit / purchase order & balance in full prior to dispatch
VALIDITY:	30 days from date of quotation



## TERMS AND CONDITIONS

CLARK EQUIPMENT SALES PTY. LTD. is referred to below as "CES"

### 1. QUOTATIONS

This quotation is valid for a period of thirty (30) days after which is subject to change without notice. The prices quoted are based upon the cost and the conditions prevailing, at the time of quoting. CES will endeavor to supply in accordance with prices and conditions of the quotation, however prices quoted are subject to variation arising from changes of cost up to the time of delivery.

### 2. ACCEPTANCE

CES shall not be bound by any terms and/or conditions of the Buyer which differ from therein.

### 3. AUSTRALIAN GOODS AND SERVICES TAX (GST)

GST is charged on all goods and services at the prevailing rate. GST is expressed as a separate amount on the quote.

### 4. ORDERS

After an order has been accepted by CES such order shall not be subject to cancellation without the written consent of CES.

### 5. TERMS OF PAYMENT

This offer is tendered strictly on the basis of cash payment upon delivery. If Loan Contract or Lease or any other type of finance is to be arranged, it is the Buyer's responsibility to ensure that arrangements are completed prior to delivery.

### 6. TRANSFER OF TITLE

Neither property title nor interest in the goods in question shall pass until full payment is received by this Company. Should payment not be forthcoming for whatever reason, this Company retains the right to take whatever action may be necessary to protect its interest, including recovery of the equipment into its possession.

### 7. DELIVERY, TITLE, RISK OF LOSS

(a) CES and the Buyer agree that the title of the products shall not pass to the Buyer until full payment for the purchase price of the products have been received by CES.

(b) If for any reason the Buyer fails to make payment to CES for any amount of money due to CES or if CES has reasonable grounds to believe that the products have been or will be destroyed, damaged, endangered or removed from the 'place of delivery' whilst any amount of money is payable to CES then without prejudice to any other rights of CES, CES may resume possession of the products and re-sell them without accounting to the Buyer for the proceeds thereof.

(c) The Buyer shall permit CES (or its appointed agent or representative) to enter upon premise occupied by the Buyer at which the products are kept or stored or normally kept or stored to enable CES to inspect the products and in accordance with sub-clause (b) hereof to remove the products from such premises. CES shall not be liable for any damage or injury to the premises on which the products are stored unless such damage or injury is caused solely by the willful negligence of CES, its servant, or agents.

(d) The production of the copy of these Terms and Conditions shall constitute and evidence CES's authority to enter any premises on which products are or may be stored at the discretion of CES to remove such products thereof.

(e) Delivery of the products and risk of loss shall pass to the Buyer when the products reach the "place of delivery" specified overleaf and CES's invoice for the product has been produced.

(f) Subject to these Terms and Conditions, every reasonable endeavor will be made by CES to have the products ready for delivery on or before the estimated delivery date set out overleaf, but the readiness for delivery of the products by such date cannot be guaranteed and failure to have ready for delivery by such date shall not avoid or give a right to avoid the contract arising from acceptance by CES of Buyer's Order or render CES liable for damages. Without prejudice to the generality of the foregoing, CES shall not be liable for any delays arising from strikes, lockouts, accidents, shortages, of materials or labour, shipping delays, wars or any causes beyond its control. Claims for damage or shortages must be made immediately upon receipt of the products.

(g) In cases where CES accepts responsibility for the delivery, the Buyer will be responsible for immediate examination of goods after arrival at destination. No claim for goods damaged in transit will be entertained unless made within three (3) days after arrival at destination. Every reasonable endeavor will be made by CES to give delivery on or before the estimate delivery date, but delivery by such date cannot be guaranteed.

### 8. WARRANTY

CES warrants all Clark and Omega products as set out in the terms and conditions of the "Clark and Omega owners' warrant

**Brett Lowcock**

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**From:** Forkwest - Phil Baker <phil@forkwest.com.au>  
**Sent:** Friday, 17 March 2017 10:27 AM  
**To:** Brett Lowcock  
**Subject:** FW: Toyota 2.5t LPG/Petrol Forklift Quote  
**Attachments:** 8series\_leaflet-1-.pdf

**Attention: Shannon Barber**

Thank you for your enquiry regarding a new **Toyota Forklift** we have pleasure in submitting the following quote:

**Equipment Specs:**

**Model Toyota 32-8FG25 2500 kg capacity LPG/Petrol powered forklift with:**

- 2500kg capacity @ 500mm load centre
- **Toyota 4Y, 2237cc LPG/Petrol engine**
- **4700mm 3 stage mast (FSV)**
- **Side shift**
- 1070mm fork tynes
- Hydraulic foot brake to drive wheels and **foot park brake**
- **7" cyclone air cleaner with snorkel air intake**
- **OPS (Operator Presence Sensing System)**
- Neutral safety switch
- Integrated light & turning signal switch
- Hour metre, engine temp indicator, fuel metre, oil pressure warning light
- **Solid tyres**

**\*\* Toyota warranty covers the equipment found defective in factory materials or workmanship for a period of 36 months or 3,000 hours, whichever occurs first, from the date of delivery. \*\***



**Purchase Price - \$38,450 + GST (Ex-factory, approx. 12-16 weeks)** (LPG cylinder not included)

Hire price \$210.00 + GST per week, plus \$21 insurance (Based on 5 year term)

**Quote valid for 30 days.**

***This quote includes: the above machine with the listed features transport to the Collie depot and demonstration for operators.***

Regards

**Nathan Eastough**  
Sales Manager



**NISSAN**  
**FORKLIFT**



**Address** 68 McCombe Road Bunbury WA 6230  
**Phone** 08 97254970 **Mobile** 0447 953 445  
**Licence number** MRB4268

**e-mail** [nathan@forkwest.com.au](mailto:nathan@forkwest.com.au)  
**web** [www.forkwest.com.au](http://www.forkwest.com.au)

**Brett Lowcock**

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**From:** Forkwest - Phil Baker <phil@forkwest.com.au>  
**Sent:** Friday, 17 March 2017 10:48 AM  
**To:** Brett Lowcock  
**Subject:** FW: Mitsubishi 2500kg for Collie Shire Depot  
**Attachments:** FDG10-35AN\_Brochure (04-09).pdf

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Thank you for your enquiry regarding a new **Mitsubishi** forklift we have pleasure in submitting the following quote:

**Equipment Specifications:**

- **One (1) only new 2017 Mitsubishi FG25N LPG/Petrol powered 2,500kg forklift with:**
  - Automatic transmission
  - **Nissan K21 LPG/Petrol engine**
  - Power steering
  - Load check valve
  - 3 spool control valve with pressure relief valve
  - Halogen head lights
  - Suspension seat with seat belt
  - **4700mm, 3 stage mast**
  - **Side shift**
  - 1070mm fork tynes
  - **Solid tyres**
  - **Built-in weight gauge**
  - Tilt steering
  - Flashing beacon
  - Sea cover
  - 2 way radio
  - Quality made machine
  - **3 year/3,000 hours warranty**



**Purchase Price: \$29,975 + GST (Delivered to the depot)**

**Hire price \$185.00 + GST per week (Based on 5 Year term)**

**Insurance \$18.50 + GST per week**

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**Attention :**

Thank you for your enquiry regarding a new ***Eurolifter 2500kg Pallet trolley*** we have pleasure in submitting the following quote:

**Equipment Specs:**

**Model *Eurolifter 2500kg* with:**

- 2500kg lift capacity
- Fork length 1120mm
- Fork Width 685mm
- Nylon steering and load wheels
- Reinforced steering bar
- Nose entry wheel
- Grease nipples on all linkages
- Made in Belgium

18 March 2017

ATTENTION: Brett Lowcock

Shire of Collie

Dear Brett

**Quotation for the supply of: 2.5 T orklift**

It is with pleasure that Coates Hire submits a quotation for your consideration.

Coates Hire is the industry leader in equipment hire in Australia and the 8<sup>th</sup> largest globally. With a proud 130 year history in local Australian communities, Coates Hire has extensive experience in providing hire and associated service solutions from the simplest to the most intricate of projects.

With over 2000 employees and a national network of over 200 branches, Coates Hire has an extensive national footprint in Australia. Combined with a fleet valued at over \$2.56b, which incorporates more than 1.5 million serialised assets, our capacity to supply hire equipment is unrivalled.

Coates Hire leads Australia's general equipment hire industry by providing the branch network Australia-wide and this is supported by an extensive transport, field service and major workshop capabilities.

As always, when engaging Coates Hire you can have complete peace of mind that SAFETY underpins everything we do. Our ultimate goal for the future is to achieve zero harm - a workplace free from incident and injury.

Should you have any queries or require any additional information please do not hesitate to contact us.

We look forward to being of service.

Yours sincerely

**Jochie Smit**  
Account Manager

**coates**hire

Brittain Rd, Bunbury, WA, 6230

E: [jochie.smit@coateshire.com.au](mailto:jochie.smit@coateshire.com.au) | W: [www.coateshire.com.au](http://www.coateshire.com.au)

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Coates Hire Operations Pty Ltd

13 15 52

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web: [www.coateshire.com.au](http://www.coateshire.com.au)

ARN 99 074 126 971

## Ensuring our customers are better equipped.

### ➤ **SAFETY, Environmental & Compliance (Accreditations & Awards)**

We are the only hire company in Australia with ISO accreditation in health, safety and environmental compliance with the tendering process and give you peace of mind during your project.



### ➤ **130 Years of Experience**

Coates Hire was founded in 1885 by John Coates who developed the concept of vibratory compaction. From there the business has grown to become the largest equipment hire company in Australia and in the Top 5 globally.



### ➤ **Branch Network, Everywhere**

Coates Hire proudly boasts the largest network of branches and service vehicles in the hire industry. This means that with one phone call to your local branch or your Account Manager, the breadth of the Coates Hire range & service backup is available to you. Ask your Account Manager for the branches closest to your project site.



### ➤ **Integrated Equipment Management**

The equipment you hire from Coates Hire comes with the confidence that it has been maintained to the highest level and your hire includes ongoing maintenance. Coates Hire Integrated Equipment Management encompasses every facet of preventative maintenance across all fleet items and enables reliable running of your equipment.



### ➤ **Product Expertise**

As well as a national product team supporting each of the 21 categories, we are the only hire company to have a dedicated team of Area Product Specialists trained to support customers and internal staff with their expertise.



### ➤ **Market Expertise**

From the smallest to largest, we have the broadest market coverage than any other hire company in Australia. We're known for our project planning expertise and track record in partnering successfully with projects across various markets including; Oil & Gas, Civil Engineering, Residential & non-Residential Construction, Mining & Resources, Commercial & Manufacturing, Government and Events.



### ➤ **Project Site Facilities**

As the market leader, we have developed a broad range of project site facilities that provide unparalleled service levels ensuring customers are equipped to meet project deadlines and compliances. Coates Hire can also tailor a project facility to meet customer site-specific requirements.



➤ **Industrial Shutdowns**

We can provide essential equipment, fleet and asset management services for any industrial operation. Whether our customer requires a full shutdown management program to perform critical and routine maintenance or a full management program of your assets, Coates Hire Industrial Services will develop a complete package tailored to suit your individual requirements.



## Safe Plant Supply

“Plant is a major cause of workplace death and injury in Australian workplaces. There are significant risks associated with using plant and severe injuries can result from unsafe design, manufacture and use of plant.” Extract from the Safe Design, Manufacture, Import and Supply of Plant Code of Practice. See the Safe Work Australia web site. ([www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au))

Safe design applies to every phase in the plant lifecycle, from design to disposal. This means thinking about potential hazards and design solutions as the plant is manufactured, transported, installed, commissioned, used, maintained, repaired, disposed of or recycled.

Coates Hire has been supplying hire equipment solutions to the resource sector for over 125 years. We work in partnership with our suppliers and customers to ensure compliance to all work place standards and codes of practice;

- World leading OEM brands are purchased and inducted into the Coates Hire fleet, designed and built to mining and oil & gas specifications.
- All hired equipment is accompanied by information about how to use the plant safely. Coates Hire will also be providing the new Plant Risk Assessment (PRA) for all High Risk Mobile Plant.
- Coates Hire staff will mandatory carry out a Job Safety & Environment Analysis (JSEA), for all equipment deliveries and installations, along with regularly reviewing JSEA's for long term hires.
- All inspections and equipment maintenance will be completed at site by OEM trained and qualified staff, trained and inducted to all site requirements. Maintenance, inspections, testing is completed in line with our world leading Integrated Equipment Maintenance program.
- All plant in our hire fleet is inspected between hiring and maintenance and repairs are carried out above the OEM's specifications with our Integrated Equipment Maintenance program.
- Records are kept by Coates Hire for all inspections and maintenance carried out on our equipment; records are kept and updated from purchase through to equipment disposal.
- A regular testing program is implemented for all equipment; our testing considers factors like how often the plant is used and the operating and environmental conditions during the hire period. Excessive wear or damage to any plant will be identified and repaired in accordance with the manufacturer's specifications.
- Coates Hire has a well-documented driver induction process that is entered into by every Coates Hire and Contractor driver. This ensures that the Coates Hire loading and unloading, safe working

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procedures, PPE provisions and processes are followed to ensure the safe delivery of all equipment to and from site.

Coates Hire has pleasure in submitting the following quotation for the supply of general equipment hire:

QTY	EQUIPMENT	HIRE TERM (months)	HIRE RATE per unit, per week	TRANSPORT per unit, each way (Estimate only)
1	Forklift 2.5t LPG/Diesel	3 moths +	\$280.00	\$180
1	Forklift 2.5t LPG/Diesel	6 – 12 months	\$264.60	\$180

*All items quoted are subject to availability at the time of order*

**Note:**

- Wherever possible equipment will be delivered ex the closest branch, however if the plant is not available from this branch then a relocation fee may apply.

**1. Fuel**

- Shire of Collie will be responsible for the supply of all fuel. All equipment will be supplied with a full tank of fuel and any refuelling on return will be charged to your account at the prevailing market rate.

**2. Service And Maintenance**

- The above rates are inclusive of all service and maintenance costs for each unit. Coates Hire will pre-plan with Shire of Collie the maintenance schedules as per the manufacturer's recommendations to ensure there is no disruption to site works or downtime.
- Coates will in conjunction with the hirer organise appropriate times for servicing to be undertaken.
- Coates will not be responsible for any delays when servicing is being completed on the equipment.
- Some locations may incur extra fees to cover distance or site access.

**3. Daily Checks**

- Shire of Collie will be responsible for all pre-start, daily checks including fuel, oil, grease and water.

**4. Field Service And Repair**

- Coates Hire will have a fully qualified field service mechanic available at all times to assist with service or breakdowns.

**5. The Rates Are Subject To The Following:**

- Goods and Services Tax (GST) of 10%, applicable to all charges.
- Environmental Levy of 1%.
- Damage Waiver of 12½ %, charged automatically unless specified otherwise in writing.
- Stolen and missing items will be based on full replacement value unless otherwise stated.

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- Any damage beyond fair wear and tear will incur a charge to make good the equipment.
- Coates Hire standard Terms and Conditions of Trading will apply unless otherwise agreed.
- A cleaning fee will apply to any equipment that is returned in an unreasonable condition.
- This quote remains valid for a period of 30 days.

#### **6. Tyres**

- The hirer will be responsible for all costs relating to tyres; this includes punctures, flat tyres and severe damage. If on return, tyres are deemed to be excessive in the wear and tear of normal use, the customer will be on charged for the excess wear and tear.

#### **7. Ground Engaging Tools**

- The hirer is responsible for all wear and tear to cutting edges, bucket teeth and blades, hardware, ripper teeth and all other surface engaging faces including damage or excessive wear to Roller pads or drum. Charges for wear of ground engaging tools will be on charged to the customer on the completion of hire

#### **8. Transportation Costs**

- Any delays on site regarding the transport of equipment will incur additional charges.
- Permits and other government charges and escort requirements will also incur additional charges. This to be calculated at time of transportation