

TELEPHONE: (08) 9244 4477

FACSIMILE: (08) 9244 4478

RENTALS@POWERTECH.COM.AU

The Customer (which for the purpose of this Rental Agreement includes its employees, servants and agents) hereby rents from the applicable Powertech Group Company (Powertech Rentals Pty Ltd) the Equipment as referred to in the Rental Agreement which includes all items, articles, accessories, documents (including operating manuals) or things supplied with Equipment upon the following terms and conditions.

1. RENTAL TERMS

1.1 The rental period commences on the "Rental Start Date", shown on the "Rental Agreement", and terminates at 5:00 p.m. on the estimated "Rental Return Date", as shown on the Rental Agreement.

1.2 If the Equipment is not returned by the return date specified in the Rental Agreement then rental charges will continue to accrue until the Equipment is returned (complete with all accessories and undamaged). Powertech Rentals Schedule of Hire Rates shall determine the additional rental charge, at the time.

1.3 In the event of early return before the expiry of the term of the "Rental Agreement", then Powertech Rentals, at its sole discretion, may adjust the rental charge to reflect the shorter rental duration.

1.4 The rental period may be extended beyond the period stated on the rental agreement and will be invoiced thereafter for every 14 day period accrued until the equipment is returned (complete with all accessories and undamaged).

1.5 Equipment returned to the Powertech Rentals office (complete with all accessories and undamaged) from which it was despatched to the customer before 9:00 am on any business day will be deemed to have been received on the previous calendar day. Equipment received after 9:00 am on any business day will be recorded as received on that business day.

2. DEBIT AUTHORITY

When the Customer has given a credit card or account debit authority, Powertech Rentals are hereby authorised to debit all fees and charges payable under this agreement to the Customer's card or account, whether owing now or in the future.

3. OTHER CHARGES

The Customer shall be responsible for the payment of all costs, taxes, charges, imposts and expenses that arise or are incurred by virtue of this rental including:

- (a) Any Stamp Duty or like or similar duty applicable to rental transactions or rental business.
- (b) Any Goods or Services Tax or taxes in the manner or nature of a Goods and Services Tax.
- (c) Any Value Added Tax or a tax in the manner or nature of a Value Added Tax.
- (d) Any Sales Tax or tax of a similar manner or nature.
- (e) Any Rental Tax or tax on rentals.
- (f) Any customs duties and tariffs. If any of the above taxes or duties applies in the country of rental then the Customer in addition to the rental fee will pay such applicable tax and/or duty. In certain instances equipment may need to be sourced from outside of the country of rental. In those circumstances Powertech Rentals reserves the rights to adjust any rental fee if there is any adverse currency fluctuation between the country of rental and the country of source. The Customer indemnifies Powertech Rentals in respect of any claims for such costs, charges, imposts and expenses applied or incurred.

4. OVERDUE PAYMENTS

If any amount is due and unpaid, the Customer agrees to pay interest on the overdue amount at the rate of 7% higher than the Reserve Bank of Australia's 90-day bill rate calculated daily until payment in full is received and the Equipment has been returned. The Customer is liable for all additional costs Powertech Rentals may incur, including legal, administrative and collection costs to recover unpaid amounts.

5. DELIVERY AND RETURN OF EQUIPMENT

Delivery of Equipment to the Customer shall take place at the premises as set forth in the Rental Agreement at the expense and risk of the Customer. Return of the Equipment by the Customer is solely at the Customer's expense and risk, even if arranged by Powertech Rentals, and shall be to the premises of Powertech Rentals from where the Equipment was dispatched. The Customer agrees to not ship the Equipment by post.

6. CUSTOMER'S COVENANTS

- The Customer agrees with Powertech Rentals that:
- (a) The Equipment shall remain the property of Powertech Rentals and the Customer is only a bailee of the Equipment on the terms and conditions set out in this Rental Agreement;
- (b) The Customer shall not sell, charge, pledge or part with possession of the Equipment.
- (c) The Customer shall keep the Equipment at the delivery address specified in the Rental Agreement unless prior written permission has been obtained from Powertech Rentals to relocate the Equipment elsewhere.
- (d) The Customer shall use the Equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so.
- (e) The Customer shall notify Powertech Rentals immediately if any judgement or order is levied against the Customer or property of the Customer or if a petition is presented for the liquidation of the Customer or an Administrator or Receiver is appointed or a scheme of arrangement is proposed;
- (f) The Customer shall permit Powertech Rentals its agents or servants to enter the premises where Equipment is located at all reasonable times in order to inspect the Equipment or carry out repairs to the Equipment;
- (g) The Customer requires and will utilise the Equipment for its business purposes.

(h) The Customer shall keep the Equipment in a safe and proper location.
(i) The Customer shall not alter or modify the Equipment without the prior written consent from Powertech-Rentals.

(j) The Equipment shall at all times, whilst in the care, custody or control of the Customer, be at the risk of the Customer.

(k) The Customer accepts full responsibility for all equipment rented, including its use in accordance with any operating instructions provided or Government Regulations. Where the Customer is using communications frequencies that are licensed or arranged by Powertech Rentals these frequencies are for use only on the dates, at the places and during the times expressed on this Rental Agreement. Use of the frequencies outside the dates, places and times indicated might result in fines from relevant licensing authority, which is all payable by the Customer;

(l) The Customer will in respect of the Equipment comply with all State, Territory and Federal Laws;

(m) The Equipment when returned to Powertech Rentals will not have any information contained in or associated with it which would if received by Powertech Rentals or any other person be in breach of State, Territory or Federal privacy laws.

7. WARRANTY

Powertech Rentals warrants that the Equipment rented is of merchantable quality. Nothing in these terms and conditions shall restrict, modify or exclude any conditions, warranties, rights or liabilities which may at any time be implied in this Rental Agreement by any State, Territory or Commonwealth law including the conditions or warranties implied by the Trade Practices Act 1974 as amended where to do so would render any provisions of this Rental Agreement void or unenforceable. Other than expressly provided for in this Rental Agreement the Customer acknowledges that it has not relied upon any statement or representation by Powertech Rentals in respect of the Equipment or the use of the Equipment by the Customer irrespective of whether or not the Customer's purpose for the use of the Equipment is known to Powertech Rentals the Customer acknowledges that under no circumstances is Powertech Rentals responsible or liable for any failure or unsuitability of the Equipment to perform the purpose required by the Customer.

8. MAINTENANCE

Powertech Rentals shall at its expense when it deems necessary provide maintenance and recalibration for Equipment and shall use its best endeavours to expeditiously repair or replace Equipment, which may become defective during the rental period through no fault of the Customer. If the Equipment does not operate properly the Customer shall notify Powertech Rentals and request instructions before taking any action. The responsibility for advising Powertech Rentals of any need for recalibration rests with the Customer. Powertech Rentals may at its sole and absolute discretion and for such length of time as it deems expedient replace Equipment with another of such type or model as shall for the time being available and Equipment substituted shall be subject to these conditions.

9. EARLY CESSATION

Notwithstanding the rental period Powertech Rentals expressly reserves to itself the right to require early cessation, which may be exercised on demand and at the absolute discretion of Powertech Rentals. If Powertech Rentals so demands the Customer shall forthwith return Equipment to Powertech-Rentals. The applicable rental fee shall be adjusted and payable on a pro rata basis. For the purpose of the pro rata a week shall be of seven days and a month shall be of thirty days.

10. SAFEKEEPING

The Customer is responsible for the safekeeping of the Equipment and shall bear the risk of any loss, theft, damage or destruction of Equipment and if the Equipment shall require repair or recalibration or replacement as a result of the Customer's use of the Equipment the Customer shall bear the cost of any such repair or recalibration or replacement including any freight charges there occasioned. The Customer shall pay to Powertech Rentals the new replacement cost as assessed by Powertech Rentals of the Equipment which is lost, stolen, destroyed or damaged beyond repair. The Customer shall pay to Powertech Rentals a reasonable calibration and refurbishing fee in the event that ownership labels, calibration seals or anti-tamper notices affixed to Equipment are removed or defaced. Any item, article, accessory, document or thing supplied in conjunction with the Equipment (including operation manuals) not returned to Powertech Rentals upon cessation of the rental period shall be paid for by the Customer with a fee determined by Powertech Rentals being charged to the account of the Customer. In respect of damage or loss of Equipment, or failure to return all of the Equipment, which may render the Equipment unusable, the rental period shall continue, and the Customer shall continue to pay rental until the Equipment has been returned or repaired, or the Customer has paid the replacement cost of new Equipment or accessories. The Customer indemnifies Powertech Rentals for all loss or damage suffered as a consequence of such damage or loss to, or failure to return the Equipment and accessories.

11. CUSTOMER DEFAULT, TERMINATION & REPOSSESSION

11.1 If the Customer is in breach of this Rental Agreement then Powertech Rentals shall be entitled to treat this Rental Agreement as breached and repudiated by the Customer and with or without notice accept the repudiation notice accept the repudiation and terminate this Rental Agreement whereupon the Customer shall immediately, at its own cost and expense, return the Equipment to Powertech Rentals and failing such return Powertech Rentals may repossess the Equipment and charge the Customer for all of its costs and expenses incurred in doing so. Any such termination shall not prejudice any right to recover any unpaid rental and the rights and obligations under clause 11. Further Powertech Rentals shall be entitled to recover all damages including any consequential damages incurred.

11.2 Where the Rental Agreement is terminated under clause 12 the Customer consents to Powertech Rentals its servants and agents entering

its premises, or any other premises where the Equipment is located, using such force as is necessary to repossess the Equipment. The Customer must provide Powertech Rentals with all reasonable assistance in order to locate and collect the Equipment. If the Equipment is not available for collection at the nominated time and or place the Customer will be liable for any additional costs Powertech Rentals incur. Powertech Rentals will not be liable for any damage to property caused by any person in collecting the Equipment.

12. INDEMNITY

The Customer agrees to indemnify Powertech Rentals and be responsible for all costs, charges and other liabilities incurred by Powertech Rentals as a result of the Customer's breach of any of these terms and conditions or as a result of Powertech-Rentals' enforcement of any of these terms and conditions or arising out of or in any way connected with the use of the Equipment.

13. SEPARATE ITEMS OF EQUIPMENT

Where more than one item of Equipment is supplied under this Rental Agreement, in interpreting this Rental Agreement. The singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of Equipment as set forth in the Rental Agreement. The conditions herein set forth shall apply separately to each individual item of Equipment as though each item of Equipment was subject to separate Agreement.

14. LIABILITY

14.1 If the Equipment does not function as warranted or in the event of any breach by Powertech Rentals of the Rental Agreement then to the extent permitted by law Powertech Rentals liability (if any) for any loss, damage or injury whatsoever shall be restricted to the amount of the rental for the duration of the monthly rental period in which the breach occurs and Powertech Rentals shall not be liable for any item of so called consequential loss. If this Rental Agreement constitutes a supply of goods or services to a consumer, as defined in the Trade Practices Act, as amended, or relevant State or Territory legislation, nothing in this Rental Agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this Rental Agreement and the goods or the services to be supplied, where to do so would be unlawful. In such case, Powertech-Rentals' sole liability for breach of any such condition, warranty or other obligation, including consequential loss, shall be limited to:

- (a) Replacement of goods; or
- (b) Supply of equivalent goods; or
- (c) Refund of the invoiced value of the goods; or
- (d) The repair of the goods; or
- (e) In relation to the services;
- (f) The supply of the services again; or
- (g) The refund of the original fee.

14.2 If the Equipment is returned or repossessed, Powertech Rentals is not liable to the Customer for any consequential damage or other damage arising out of or by reason of any Customer data or information being contained in the Equipment.

14.3 Powertech Rentals will not be liable for any failure to deliver the Equipment or perform services under this Rental Agreement if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any other matters beyond the control of Powertech-Rentals. In addition, Powertech Rentals will not be liable for any delay or failure to deliver by any freight company or delivery service to deliver the Equipment to the Customer or any consequential loss or damage arising in respect of delivery of the Equipment.

15. PROPERTY

The property in the Equipment remains with Powertech Rentals unless the Customer purchases the Equipment and the Customer is not in breach or in default of the Rental Agreement. The property in the Equipment shall not pass to the Customer until and unless all monies owing including rental and purchase price have been received by Powertech Rentals and the payments received shall be applied first in reduction of any outstanding rental and interest and second on account of the purchase price.

16. INTELLECTUAL PROPERTY RIGHTS

All rights pertaining to industrial or intellectual property including but not limited to copyrights patents and trademarks are expressly reserved. The Customer shall not make any copies or authorise any copying of anything supplied such as software programs and operating manuals except with the prior written authority of Powertech Rentals and the owner/licensor and in accordance with the license terms as applicable. All copies must be delivered up with the Equipment.

17. CONSUMABLES

Powertech Rentals is entitled to separately charge for consumables including but not limited to pens, paper, toner cartridges, drum developer, fuser, ink jet cartridges and ribbons supplied by Powertech Rentals for the operation of the Equipment.

18. ATTORNEY

The Customer appoints Powertech Rentals as its attorney to do all things, execute all documents, and otherwise act in place of the Customer, for the purposes of giving effect to these conditions, including to recover possession of the Equipment, recover amounts due under the Rental Agreement, or for other purposes incidental to the Rental Agreement.

19. SUNDRY

These Terms and Conditions constitute the entire agreement between Powertech Rentals and Customer with respect to the Equipment and shall not be amended except in writing by Powertech Rentals. This Rental Agreement shall be governed in all respects by the laws of Western Australia and the jurisdiction of Western Australia shall apply to any dispute arising out of this Rental Agreement. Powertech Rentals Pty Ltd.

Please complete the details below to accept Powertech Rentals Pty Ltd terms and conditions;

Customer Company (Print Name):

Customer Representative (Print Name):

Customer Representative (Signature):

Date Of Acceptance :