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Unit 4,5 Friesian Close SANDGATE NSW 2304

## MASTER EQUIPMENT RENTAL AGREEMENT

### 1 DEFINITIONS

1.1 In this agreement, unless the contrary intention appears, words in bold are defined in the Appendix to this agreement (refer to last page).

### 2 SCOPE OF THIS AGREEMENT

2.1 This agreement applies to the lease of any equipment by Zokal to you.

2.2 Unless Zokal agrees with you in writing that some or all of the terms of this agreement do not apply, this agreement is automatically incorporated into all purchase orders accepted by Zokal despite any attempt by you to impose additional or different terms. Terms which you attempt to impose at any time are of no effect.

### 3 OWNERSHIP AND USE OF EQUIPMENT

3.1 You may apply to rent equipment from Zokal by completing a purchase order and sending it to Zokal. The purchase order must be in a form acceptable to Zokal. A purchase order will constitute an irrevocable offer by you to rent the equipment of the type described in the purchase order for the rental charges on the terms of this agreement. Zokal may accept or decline your offer or accept your offer on a conditional basis by notice to you. Once a purchase order has been accepted by Zokal, you cannot cancel or withdraw it without Zokal's written consent.

3.2 If you comply with this agreement, you have a right to use the equipment until the last day of the equipment rental period set out in the relevant purchase order. If there is no equipment rental period in the relevant purchase order you may use the equipment until the earlier of the cancellation date or the date the agreement is terminated.

3.3 At all times the equipment remains the sole property of Zokal and this agreement does not give you the right to purchase the equipment at any time.

### 4 DELIVERY

#### 4.1 Delivery

(a) If Zokal accepts your purchase order, Zokal will deliver the equipment to you to the address requested by you at your risk.

(b) Zokal will endeavour to comply with any estimated delivery dates. However, any delivery date is approximate only and Zokal is not liable to you for failing to supply the equipment on the delivery date on any ground whatsoever.

### 5 RENTAL CHARGES AND PAYMENT

#### 5.1 Rental Charges

(a) You agree to rent the equipment for the rental charges. The rental charges are calculated on a daily basis for each day (or part of a day) that you have not returned the equipment to Zokal. If the equipment is cancelled you must pay daily rental charges up to and including the cancellation date even if the equipment has been returned prior to that time. If the equipment has been lost or totally or substantially destroyed you must pay the rental charges on a daily basis until you comply with clause 13.2.

(b) You must pay Zokal the rental charges within 30 days of the date of Zokal's invoice. You must also reimburse Zokal for any costs incurred by Zokal in connection with renting the equipment to you, including for example, the cost of any applicable taxes, imposts or duties. Payment for the equipment must be made to Zokal by way of electronic transfer in Australian dollars to Zokal's account (unless otherwise agreed with Zokal) without set off, counter claim or demand.

(c) You must pay interest on overdue amounts from the due date for payment until the amount is paid in full. Interest is calculated on daily balances at the rate of 1.5% per month (or any part of a month).

(d) Zokal may vary the rental charges by giving you 14 days' notice.

(e) Unless otherwise stated in the purchase order, all rental charges are exclusive of GST. If Zokal has any liability for GST under this agreement, you must pay Zokal the full amount of GST at the same time as making the payment to which the GST relates. In respect of any such payment Zokal will provide you with a tax invoice to enable you to claim an input tax credit.

### 6 TERM OF RENTAL AND CANCELLATION OF EQUIPMENT

6.1 If either party wishes to cancel the rental of the equipment it must give the other party at least 7 days notice in writing. Cancellation will be effective on and from the expiry of the notice period (the "cancellation date").

### 7 RETURN OF EQUIPMENT

7.1 You must return the equipment to Zokal in good working order and repair to a place Zokal nominates on the earliest of the following:

- (a) if the purchase order specifies a period for the equipment rental, the last day of that period; and
- (b) if the equipment rental is cancelled under clause 6, the cancellation date.

### 8 YOUR OBLIGATIONS WHEN LEASING EQUIPMENT

8.1 You must:

- (a) keep the equipment properly serviced and in good repair and working order (normal wear and tear excepted);
- (b) comply with all laws relating to use of the equipment;
- (c) comply with Zokal's instructions in relation to use, maintenance and repair of the equipment;
- (d) do everything necessary to protect Zokal's rights as owner of the equipment; and
- (e) only use the equipment for your general business operations and only for the purpose for which the equipment is designed.

8.2 You must not:

- (a) part with possession of the equipment;
- (b) give another person or allow someone to acquire a security interest in the equipment;
- (c) alter the equipment, make any addition to it or install anything in or on it without Zokal's written consent;
- (d) use the equipment for any purpose which, in Zokal's opinion might endanger the safety or condition of the equipment or prejudice Zokal's interest in it;
- (e) install the equipment in any manner that would cause it to become a fixture; and
- (f) allow any person to use the equipment other than you or your associates.

**9 RISK**

9.1 You use the equipment at your own risk. Risk in the equipment passes to you from the time the equipment leaves the Zokal warehouse.

**10 INSPECTION OF EQUIPMENT**

10.1 Zokal may enter on your premises to inspect the condition of the equipment at any time on giving you two business days notice. Zokal may enter on your premises to inspect the condition of the equipment immediately if:

- (a) this agreement has ended;
- (b) Zokal has made reasonable attempts to contact you without success;
- (c) you go into bankruptcy or liquidation, have a receiver, receiver and manager, administrator or similar person appointed, if you enter into a scheme of arrangement with creditors or you are unable to pay your debts as and when they fall due; or
- (d) Zokal is permitted to do so by law.

**11 ZOKAL'S LIABILITY****11.1 Warranty and Implied Terms**

(a) Zokal and its associates exclude, to the extent permitted by law, all express or implied warranties, guarantees and conditions under statute or general law relating to the equipment. Where such express or implied terms cannot be excluded, to the extent permitted by law, Zokal's liability for breach of any implied term is limited to either (at Zokal's option) the re-supply of the equipment to you or the payment of the cost of having the equipment re-supplied.

(b) You are liable for all freight and insurance costs in returning any equipment to Zokal and Zokal sending any repaired or replacement equipment to you.

**12 YOUR LIABILITY****12.1 Warranty**

You warrant that:

- (a) the equipment will only be used for the purposes of your business and the equipment will not be used for personal or domestic purposes;
- (b) prior to or upon delivery of the equipment you have thoroughly examined the equipment and satisfied yourself as to the equipment's condition, quality and fitness for purpose;
- (c) you have solely relied on your own skill and judgement in entering into this agreement and applying for the equipment and in particular have not relied on the skill and judgement of Zokal or its associates;
- (d) you have not made known to Zokal the particular purpose for which the equipment is required.

**12.2 Release**

You release Zokal from all claims, demands, loss or damage that you or any of your associates suffer directly or indirectly in connection with this agreement or the equipment (however caused).

**12.3 No Consequential Loss**

Zokal will not be liable to you for any special, indirect, consequential or economic loss or damage of any nature including, without limitation, loss of profit.

**12.4 Indemnities**

You are liable for, and indemnify Zokal and its associates, against any liability or cost (including legal costs on a full indemnity basis) incurred by Zokal or any of its associates directly or indirectly in connection with:

- (a) your acts or omissions, or the acts or omissions of your associates, in connection with this agreement; and
- (b) loss, destruction or damage to the equipment; and
- (c) your breach of this agreement.

12.5 The above release and indemnity survives termination of this agreement.

**13 TERMINATION**

13.1 Termination on 30 days' notice Either party may terminate this agreement for convenience by giving at least 30 days written notice to the other party.

13.2 Termination for Loss or Destruction of Equipment If the equipment is lost or totally or substantially destroyed, Zokal may terminate this agreement by giving you a notice of termination and you must immediately pay the cost of replacing the equipment with equivalent equipment as determined by Zokal.

**13.3 Termination for Breach**

Zokal may also terminate this agreement by giving you written notice if:

- (a) you breach this agreement and fail to remedy the breach within 5 days of Zokal giving you notice to remedy the breach; or
- (b) you go into bankruptcy or liquidation, have a receiver, receiver and manager, administrator or similar person appointed, if you enter into a scheme of arrangement with creditors or you are unable to pay your debts as and when they fall due.

**13.4 Effect of Termination**

On termination of this agreement you must immediately return the equipment to Zokal in good working order and repair.

13.5 Zokal's termination of this agreement does not affect any other rights Zokal may have in connection with the performance of your obligations under this agreement.

**14 WAIVER**

14.1 A failure, delay, relaxation or indulgence on the part of a party in exercising any right or obligation conferred upon that party by this agreement does not operate as a waiver of that right or obligation. A single or partial exercise of any right or obligation does not preclude any other or future exercise of it, or the exercise of any other right or obligation under this agreement.

**15 FORCE MAJEURE**

15.1 Neither party will be liable for any delay or failure to perform its obligations pursuant to this agreement where such delay is due to force majeure.

**16 VARIATION**

16.1 This agreement cannot be varied without Zokal's written consent.

**17 ASSIGNMENT**

17.1 You must not assign or otherwise deal with this agreement without Zokal's consent. You will be treated as if you have assigned this agreement if you are a company and there has been a change in control of more than half of your voting power or issued share capital. Zokal may assign or otherwise deal with this agreement without your consent.

**18 POWERS AND DISCRETIONS**

18.1 Zokal may exercise any right, function, power or discretion under this agreement in its absolute discretion. Zokal may give conditionally or unconditionally or withhold its approval in its absolute discretion unless this agreement expressly says otherwise.



**19 NOTICES**

A notice required under this agreement must be in writing.

**20 GENERAL**

20.1 Headings are for convenience of reference only and do not affect interpretation

**APPENDIX**

<b>Agreement</b>	means these terms and conditions;
<b>Purchase Order</b>	means an offer from you to rent equipment from Zokal;
<b>Associates</b>	mean a party's employees and agents, contractors and sub-contractors or consultants;
<b>Claim</b>	means any claim, notice, demand, debt, action, expense, lien, liability, proceedings, litigation (including legal costs) or judgment;
<b>Equipment</b>	means the equipment described in a purchase order;
<b>Force Majeure</b>	means an act, event or cause which is beyond the reasonable control of Zokal or you, including acts of God, lightning strike, earthquake, flood, storms, explosions, fires and any natural disaster, acts of war, terrorism, riots, malicious damage and sabotage and strikes;
<b>GST</b>	means a Goods and Services Tax payable pursuant to A New Tax System (Goods and Services Tax) Act 1999 or any related law, by a person as a supplier of goods or services;
<b>Your Premises</b>	mean any address or building where the equipment is located from time to time;
<b>Rental Charges</b>	mean the charges payable by you to Zokal as set out in the price list which is attached and marked "A" (as varied from time to time);
<b>You</b>	means the person specified as the client in the details page;
<b>Zokal's Account</b>	means the following account: Account No: 108708609 BSB No: 012780 Bank: ANZ Bank

Client: \_\_\_\_\_ ABN: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**EXECUTED AS AN AGREEMENT**

EXECUTED by THE CLIENT:

\_\_\_\_\_ in the presence of: Authorised Person/Corporate Representative

\_\_\_\_\_ Please Print Name:

\_\_\_\_\_ Witness:

\_\_\_\_\_ Please Print Name:

**EXECUTED by ZOKAL SAFETY SERVICES PTY LTD**

ABN 31 105 245 181  
by an authorised person

\_\_\_\_\_ in the presence of: Authorised Person

\_\_\_\_\_ Please Print Name:

\_\_\_\_\_ Witness:

\_\_\_\_\_ Please Print Name: