

COMSOURCE INTERNATIONAL PTY LTD EQUIPMENT RENTAL AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

- In this agreement:
 - "Start Date" means the date set out on page 1 of this agreement as the start date;
 - "End Date" means the date set out on page 1 of this agreement as the end date;
 - "Equipment" means the equipment set out on page 1 of this agreement and any equipment provided to the Hirer in substitution for such equipment;
 - "Comsource" means Comsource International Pty Ltd including its successors and assigns;
 - "Hirer" means the hirer set out on page 1 of this agreement, and if the hirer is a company includes its successors or assigns, and if the hirer is a person or persons then it includes their heirs, executors, administrators and permitted assigns;
 - "Rent" means the cost of renting the Equipment as set out on page 1 of this agreement, as modified from time to time by the terms of this agreement;
 - "Security Deposit" means the security deposit set out on page 1 of this agreement.
 - "Term" has the meaning defined at clause 4 below.
 - "Project Location" means the project location specified on page 1 of this agreement.
 - "FMRC" means Factory Mutual Research Corporation.

JOINT & SEVERAL LIABILITY

- If the Hirer consists of more than one person or corporation then liability under this agreement shall be joint and several

RETENTION OF EQUIPMENT AFTER HIRING PERIOD

- If the period of retention of the Equipment or any part of it by the Hirer continues beyond the date the Term, either with or without the consent of Comsource, then the rights of Comsource under this agreement, and the obligations of the Hirer under this agreement shall continue until the Equipment is returned, and in particular the liability of the Hirer to pay rental shall continue at the rate set out on page 1, unless otherwise agreed between the parties.

TERM OF HIRING

- The term of hiring shall commence on the Start Date and continue until the End Date.

PREMATURE CANCELLATION OF RENTAL AGREEMENT

- If the Hirer returns the Equipment to Comsource prior to the End Date, the Hirer will be immediately liable to pay the rental for the entire Term.

RENTAL

- Subject to clause 5 above and clause 7 below, where the Term:
 - is for a period of one calendar month or more, the Hirer shall pay the Rent, in monthly instalments in arrears;
 - is for a period of less than one calendar month, the Hirer shall pay the Rent at the end of the Term.

RIGHT TO VARY PAYMENT OF RENTAL

- Comsource reserves its right to vary the frequency and timing of Rent instalments during the Term and may at any time advise the Hirer that it:
 - requires immediate payment of the total Rent payable during the Term; or
 - requires Rent to be paid in monthly instalments in advance.

SECURITY DEPOSIT

- The Hirer will pay the Security Deposit to Comsource prior to the Start Date. The Security Deposit will be returned to the Hirer within 7 days of the termination of the hiring period, less any deduction in accordance with the terms of this agreement.

INTEREST ON UNPAID MONIES

- Where any money is due and owing to Comsource by the Hirer the Hirer shall pay interest at the rate of 18 per cent per annum for the period when such money is due and unpaid.

RISK

- The Hirer shall be fully liable and responsible for the Equipment until it has been returned to Comsource.

Procedure in the event of damage to Equipment:

If any Equipment is damaged during the Term, the Hirer must immediately advise Comsource either by telephone, facsimile or email of the full details of:

- the damage, and
- the way in which the damage was incurred.

The Hirer must immediately at the request of Comsource, arrange for the damaged Equipment to be returned to Comsource, at the Hirer's expense. Comsource will arrange for the damaged Equipment to be repaired, or, at its discretion, replaced. Such repair or replacement will, subject to clause 12 above, be at Comsource's expense. The cost of returning repaired or replaced Equipment will be at Comsource's expense.

Procedure in the event of loss or theft of Equipment:

If any of Equipment is believed to be lost or stolen, prior to its return to Comsource, the Hirer must:

- in the case of suspected theft, immediately report the suspected theft to the Police and promptly provide a copy of the report to Comsource;
- in the case of loss, provide Comsource with full written details of the loss.

Rental payments when Equipment is damaged, missing or stolen:

The Hirer must continue to pay the full rental for any Equipment that is damaged, missing or stolen, at the applicable rental rate, for the period of the hire, even though such equipment may not be in its possession or in working order as a result of damage. The Hirer must continue to pay full rental in these circumstances until the satisfactory repair or replacement of the Equipment notwithstanding the expiration of the Term. If Comsource supplies to the Hirer any replacement equipment during any period when the equipment originally hired is damaged, missing or stolen then the Hirer must pay full rental for such replacement equipment, at the applicable rental rate, in substitution for the rental for the original equipment.

INSURANCE

INSURANCE BY COMSOURCE

- If indicated on page 1 of this document, and if the appropriate premium is paid by the Hirer, then Comsource shall take out the necessary insurance of the Equipment. Any damage, loss or theft caused by reckless or negligent acts of the Hirer, its employees, agents or servants, or of any person to whom the Equipment was made available by the Hirer, will be the responsibility of the Hirer, and will not be covered by any insurance taken out by Comsource. If insurance money to repair or replace the Equipment is recovered, as a result of any act or omission by the Hirer, either in the care and handling of the Equipment, or assisting the insurer, then the Hirer will remain liable to Comsource for the cost of repair or replacement of the equipment. This insurance cover will be subject to an excess to be paid by the Hirer in the event of any claim. The excess will be \$350 per item of equipment subject to claim. The Hirer must pay this excess at the same time as the Hirer gives notification of any claim. If the Hirer does not pay this excess, then the Hirer will remain wholly responsible for the entire value of the loss to Comsource. The Hirer must also do all such things as Comsource's insurer reasonably requests in connection with any claim. The insurance to be taken out by Comsource is for the Equipment only, and not loss of rental. The Hirer will remain responsible at all times for any loss of rental incurred by Comsource as a result of accidental damage, loss or theft of the Equipment.

DEFECT IN EQUIPMENT

- If the Equipment does not work satisfactorily, is physically damaged, or is not FMRC compliant then the Hirer shall immediately advise Comsource of that fact, and shall return the Equipment to Comsource at the Hirer's expense. The Hirer shall not permit any person not authorised by Comsource to repair or interfere with the Equipment other than to replace batteries. If any repair is made necessary as a result of the actions of the Hirer then the cost of such repair shall be borne by the Hirer. If any Equipment is defective and such condition does not exist as a result of any act or omission by the Hirer then Comsource shall exchange the defective Equipment for similar equipment or new equipment shall be provided in substitution, and on the same terms as the original hire under this agreement, provided however that Comsource may elect to terminate this agreement at its discretion. The Hirer shall not be entitled to any compensation from Comsource for any loss or damage however arising as a result of such termination.

HIRER'S RESPONSIBILITY

- During the term of this agreement and any extension of it either authorised or unauthorised, the Hirer agrees that it will:
 - assume complete responsibility for control of the physical operation of the Equipment in accordance with the terms of *Radio Communications Act 1992* and Regulations and any other Act of Parliament or government regulation regulating the use of the Equipment;
 - as soon as reasonably practicable after delivery of the Equipment, perform appropriate checks to ensure that:
 - the Equipment has been programmed with the correct frequencies, talk groups and channels and that the Equipment is otherwise fit for the purpose for which it was hired;
 - the correct accessories are attached to the Equipment and that there is no physical damage to the Equipment.
 - permit Comsource to inspect the Equipment upon reasonable request;
 - not permit the Equipment to be used;
 - by any person other than the Hirer, its agents, employees or officers; or
 - by any person whom Comsource has advised is not authorised to use the Equipment;
 - not lease or hire or sub-let, sell or otherwise dispose of the Equipment without the prior written consent of Comsource;
 - at all times exercise due care towards the Equipment and take such steps as are reasonably necessary to prevent damage to, destruction of, or loss of the Equipment;
 - provide all users of the Equipment, prior to use, all instructional and safety documentation provided by Comsource, including, but not limited to the 'Comsource Important Notice' and Motorola 'Product Safety and RF Exposure for Portable Two-Way Radios Instruction Booklet'
 - ensure that all users of the Equipment are trained on the correct and proper use of the Equipment.
 - ensure that the Equipment is not used outside the confines of the Project Location;
 - ensure that all users of the Equipment are aware of the channels, talk groups and frequencies they are authorised to use and of the location in which they are permitted to use the Equipment.
 - take all reasonable steps to ensure that users only use channels, talk groups and frequencies which they are authorised to use.

DEFAULT AND REMEDIES

- If the Hirer:
 - fails to make any payment due under this agreement;
 - fails to comply with any other term of this agreement
 - if a natural person becomes insolvent or bankrupt or is unable to pay his debts or makes an assignment for benefit of creditors or a bankruptcy reorganisation, or if a corporation is placed in liquidation, voluntary administration, or receivership or in either event if proceedings for relief under any bankruptcy or insolvency law for the benefit or debtors are instituted against the Hirer or by the Hirer on its own behalf or if a warrant of execution is issued by any person or corporation against the goods of the Hirer or any goods of the Hirer are otherwise seized on behalf of any creditor; then Comsource may, in addition to any other remedies available to it at law, at any time after such act by notice in writing immediately terminate this agreement.

RETURN OF PROPERTY

- The Hirer acknowledges that property in the Equipment shall at all times remain with Comsource and in the event of termination of this agreement either by expiry of the term or as set out in this agreement the Hirer will forthwith return the Equipment to Comsource in good functional order and condition. In the event of failure to return the Equipment, Comsource may retake and hold possession of the equipment without any other notice and may enter upon any premises where the Equipment or any part of it may be found to recover the Equipment using such force as may be reasonably necessary to do so, and repossess the Equipment without prejudice to any other remedy which Comsource has as a result of this agreement. Any costs incurred by Comsource in the collection of the Equipment as a result of the default of the Hirer shall be due and payable by the Hirer to Comsource forthwith upon notice.

EXCLUSION OF LIABILITY

- Comsource shall not be liable for any loss or damage (including liability in negligence) suffered by the Hirer or any other person or corporation as a result of the hiring of this Equipment, which shall include but shall not be limited to failure of the Equipment (whatever the cause), power failure, or disruption or discontinuance of any communication service or any other service. The Hirer indemnifies and shall keep indemnified Comsource, its employees, officers or agents against any liability or loss by reason of any damage or loss to the Hirer or any other person or corporation arising directly or indirectly out of or resulting from or caused by:
 - the use, operation or failure of the Equipment (whatever the cause);
 - any act, omission or negligence of the Hirer, its contractors, employees or officers;
 - failure by the Hirer or Comsource to comply with any statute or legislation;
 - delay, non-delivery, misdelivery or failure to deliver the Equipment caused by events beyond Comsource's control.

AVAILABILITY OF EQUIPMENT

- Comsource agrees that it will hire the Equipment, commencing at the Start Date, provided the Equipment is available to it. While Comsource will make every effort to ensure the Equipment is available, it cannot be liable for failure to supply the Equipment and Comsource shall have the right to terminate this agreement at any time prior to the delivery of the Equipment on the grounds of inability to supply the Equipment. In such event the Hirer shall not be entitled to any damages whatsoever.

DELAY

- Comsource shall not be liable to refund or credit transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to deliver, caused by events beyond Comsource's control, including, but not limited to, any act, default or omission of any courier or other party engaged to transport the Equipment to the Hirer, inadequate or incorrect markings or address on the Equipment, acts of God, perils of the air, weather

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conditions, mechanical delays, disruptions in air or ground transportation networks, acts of public enemies, quarantine, war, strikes or other labour disruptions, terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority or shipments requiring extraordinary handling, documentation or routing.

NOTICES

19. Any notice required to be given by one party to the other party under this document may without prejudice to any other mode of service be deemed to be duly given if sent by ordinary prepaid post or facsimile transmission to the other party at their address given at the top of this agreement.

SEVERABILITY

20. If any provision or part of this agreement shall be for any reason unlawful, invalid or unenforceable, the offending provision or part shall be severed from this agreement without affecting the validity or enforceability of the remainder of this agreement.

WAIVER

21. Failure or delay on the part of Comsource to exercise any right, remedy, power or privilege to which it is entitled under this agreement shall not operate as a waiver of such right, remedy, power or privilege.

ENTIRE AGREEMENT

21. This agreement contains the entire agreement between the parties with respect to the subject matter of this agreement, and the parties agree that this agreement supersedes and prevails over any prior agreement or understanding (if any) between the parties. For the avoidance of doubt any purchase order or other documentation originating from the Hirer purporting to incorporate the Hirer's standard terms and conditions or any other conditions other than those contained in this document shall not be binding and shall not form part of this agreement.

NO AMENDMENT

22. No amendment or variation of this agreement shall bind the parties unless it is made in writing, and signed by all parties and expressed to add to or replace the whole or a part this agreement.