

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 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

- (a) **You** warrant that:
- (b) the **equipment** will only be used for the purposes of **your** business and the **equipment** will not be used for personal or domestic purposes;
- (c) 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;
- (d) **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**;
- (e) **you** have not made known to **Zokal** the particular purpose for which the **equipment** is required.

12.2 Release

- (a) **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

- (a) **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

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

- (a) 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

- (a) 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

- (a) **Zokal** may also terminate this **agreement** by giving **you** written notice if:
- (b) **you** breach this agreement and fail to remedy the breach within 5 days of **Zokal** giving **you** notice to remedy the breach; or
- (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.

13.4 Effect of Termination

- (a) 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

Agreement	means these terms and conditions;
purchase order	means an offer from you to rent equipment from Zokal ;
Associates	mean a party's employees and agents, contractors and sub-contractors or consultants;
claim	means any claim, notice, demand, debt, action, expense, lien, liability, proceedings, litigation (including legal costs) or judgment;
equipment	means the equipment described in a purchase order ;
force majeure	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;
GST	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;
your premises	mean any address or building where the equipment is located from time to time;
rental charges	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);
You	means the person specified as the client in the details page ;
Zokal's account	means the following account: Account No: 108708609 / BSB No: 012780 / Bank: ANZ Bank



Phone: 0249 609 611 Facsimile: 0249 609 622
Unit 4, 5 Friesian Close SANDGATE NSW 2304

TERMS & CONDITIONS

Client: _____

Name and ABN: _____

Address: _____

Telephone: _____ **Fax:** _____ **Email:** _____

EXECUTED AS AN AGREEMENT
EXECUTED by THE CLIENT

EXECUTED by ZOKAL SAFETY SERVICES PTY LTD
ABN 31 105 245 181
by an authorised person

_____ in the presence of: Authorised Person/Corporate Representative

_____ in the presence of : Authorised Person

_____ Please Print Name

_____ Please Print Name

_____ Witness:

_____ Witness:

_____ Please Print Name

_____ Please Print Name

