

RENTAL RATES & AGREEMENT v2

This Rental Agreement is for the hire of geophysical instruments from Alpha Geoscience and is made up of three components;

- Schedule 1 - **Rental Rates - 2018;**
- Schedule 2 - **Rental Agreement Form;** and
- Schedule 3 - **Conditions of Rental.**

Please review the Conditions of Rental, fill out the Rental Agreement Form, and sign, this **MUST** occur before the rental can proceed.

- The Rental Rates **INCLUDE INSURANCE** of the Instruments for accidental loss or damage subject to being secure at all times. Exceptions being overseas rentals, logging probes and cable down-hole and the gravity meter are not covered by this policy.
- The Rental Rates quoted below **DO NOT INCLUDE GST.**

Schedule 1 – Rental Rates – 2018

ID	Instruments	Prep. Fee	Daily Rate	Weekly Rate	Monthly Rate	Min. Period	Value	Approx. Wts & Dim (cms)
MAGNETICS								
M-1	G-858 Cs Vapour Magnetometer (Geometrics) (single sensor, GPS friendly)	\$ 150	\$ 250	\$ 1,250	\$ 3,750	2 days	\$ 25,500	29 kg. 74x27x45
M-2	G-858G Gradiometer Sensor (Geometrics) (second sensor for G-858)	\$ 50	\$ 100	\$ 500	\$ 1,500	2 days	\$ 10,000	3 kg.
M-3	G-859 Cs Vapour Magnetometer (Geometrics) (single sensor with Smart GPS, no differential GPS)	\$ 150	\$ 270	\$ 1,350	\$ 4,050	2 days	\$ 26,500	36 kg. 100x60x35
M-5	G-857 Proton Magnetometer (Geometrics) (for Survey or Base Station applications)	\$ 100	\$ 90	\$ 450	\$ 1,350	2 days	\$ 8,440	17 kg. 71x30x21
M-6	G-857 Proton Magnetometer & GPS (Geometrics) (incl. GPS and software to support route creation)	\$ 100	\$ 100	\$ 500	\$ 1,500	2 days	\$ 9,900	17 kg. 71x30x21
M-7	Ferrous Locator EL1303D2 (Vallou) (analogue gradiometer)	\$ 150	\$ 150	\$ 750	\$ 2,250	2 days	\$ 15,000	12 kg. 80x20x14
M-8	Ferrous Locator EL1303D2 (Vallou) (analogue gradiometer, w. Borehole Cable 25m.)	\$ 150	\$ 170	\$ 850	\$ 2,550	2 days	\$ 17,000	5 kg.
MAGNETICS SUSCEPTIBILITY								
M-11	magROCK Magnetic Susceptibility Meter (Stable & Rugged Field Instrument)	\$ 30	\$ 30	\$ 150	\$ 450	1 day	\$ 2,750	2 kg. 22x18x10
ELECTRO-MAGNETIC								
E-3	FDEM-8D Frequency Domain EM System (Multi frequency 2 coil Deep EM System)	\$ 120	\$ 100	\$ 500	\$ 1,500	1 wk	\$ 12,000	8.1 / 15.2 kg. 85x85x15 / 60x40x30
E-4	FastSnap – Time Domain EM System (single Tx & Rx)	\$ 200	N/A	\$ 2,500	\$ 7,500	1 wk	\$ 55,000	TBA
E-5	SkyTEM Receiver Coil for use with TEM System Equivalent to 105 m ²	\$ 50	\$ 100	\$ 500	\$ 1,500	3 days	\$ 10,000	15 kg. 80x80x25
E-6	EM61 Deep Metal Detector Mk1 with Data Logger (Geonics) (1 x 1 metre coils) (2 boxes)	\$ 100	\$ 280	\$ 1,400	\$ 4,200	2 days	\$ 28,000	55 + 34 kg. 104x104x25 & 57x54x45
E-7	F3 Metal Detector (MineLab) (For the location of buried metallic items)	\$ 50	\$ 30	\$ 150	\$ 450	2 days	\$ 3,500	12 kg. 85x45x18
SPECTROMETER / RADIOMETRICS								
S-1	RS-125 Super-SPEC Portable Spectrometer (Radiation Solutions Inc.)	\$ 50	\$ 130	\$ 650	\$ 1,950	2 days	\$ 13,400	8 kg. 47x34x16
BOREHOLE LOGGING (Mount Sopris Instruments)								
L-1	MATRIX Logging Console – Acquisition. w. software Requires PC for Acquisition and Display of Data	\$ 50	\$ 140	\$ 700	\$ 2,100	3 days	\$ 14,170	9 kg. 48x35x24
L-2	Winch Assembly (Model 4MXA-1000) 500 metres Single Conductor Cable (incl. tripod)	\$ 100	\$ 130	\$ 650	\$ 1,950	3 days	\$ 13,250	60 kg. 68x48x47
L-3	Winch Assembly (Model 4MXC-1000) 1,000 metres Single Conductor Cable	\$ 100	\$ 190	\$ 950	\$ 2,850	3 days	\$ 18,940	85 kg. 68x48x47
L-4	Gamma / SP / SPR Borehole Probe Either Model 2PGA-1000 or HLP-2375	\$ 50	\$ 80	\$ 400	\$ 1,200	3 days	\$ 8,260	9 kg. 96x13x13

ID	Instruments	Prep. Fee	Daily Rate	Weekly Rate	Monthly Rate	Min. Period	Value	Approx. Wts & Dim. (cms)
L-5	Triple Gamma / Geiger Probe Section (Model 2GHF-1000)	\$ 50	\$ 130	\$ 650	\$ 1,950	3 days	\$ 13,500	12 kg.
L-6	3-Arm Calliper Borehole Probe (Model 2PCA-1000)	\$ 50	\$ 110	\$ 550	\$ 1,650	3 days	\$ 10,350	15 kg. 172x13x13
L-7a	WellCAD Software plus Reader for processing and display of logging data (+ freight from USA & return)	\$ 90	\$ 80	\$ 400	\$ 1,200	1 week	\$ 5,140	1 kg. 20x10x8
L-7b	WellCAD Software plus Image, Sonic, Deviation Modules for processing & display (+ freight from USA & return)	\$ 90	\$ 160	\$ 800	\$ 2,400	1 week	\$ 10,120	1 kg. 20x10x8
L-8	Probe Top Adaptor (to run 2PFA, 2PCA, 2PIA, 2PDA probes as stand-alone)	\$ 50	\$ 10	\$ 50	\$ 150	3 days	\$ 1,350	5 kg. 40x20x15
L-9	Induction & Magnetic Susceptibility Probe Mid-Range (Model HMI-453) (incl. calibration coils)	\$ 100	\$ 330	\$ 1,650	\$ 4,950	3 days	\$ 33,500	16 kg. 233x13x13
L-10	2SMA-1000 DX Probe Modem (required for MSI DX tools)	\$ 50	\$ 50	\$ 250	\$ 750	3 days	\$ 4,340	7 kg. 40x20x15
L-12	Dummy Probe To confirm hole is open	\$ 20	\$ 10	\$ 50	\$ 150	3 days	\$ 1,520	17 kg. 136x13x13
L-13	GOI-4 to MSI 1 Cable-head Adaptor To use 4 conductor cable with MSI single conductor probes	\$ 20	\$ 20	\$ 100	\$ 300	3 days	\$ 1,810	TBA
L-14	Power Inverter for Logging System To run Winch and Matrix - 12VDC to 240VAC – 1,000 Watt	\$ 50	\$ 10	\$ 50	\$ 150	3 days	\$ 1,500	15 kg. 50x40x23

NOTE: Other borehole probes available on request – please call for details and availability.

GROUND PENETRATING RADAR								
G-1	ProEx GPR Control Unit System with Accessories incl. 1 module optical or HF (Req. Monitor XVII or PC & Antennas)	\$ 100	\$ 220	\$ 1,100	\$ 3,300	2 days	\$ 22,190	10 kg. 51x30x28
G-2	Optical or HF Module for ProEx Controller (used to control a second antenna via the ProEx)	\$ 20	\$ 50	\$ 250	\$ 750	2 days	\$ 5,260	8 kg. 52x30x19
G-3	X3M RAMAC/GPR Control Unit, with Accessories (Requires Monitor XVII or PC & Antennas)	\$ 60	\$ 210	\$ 1050	\$ 3,150	2 days	\$ 20,790	13 kg. 52x30x19
G-4	Shielded Electronics to run 100MHz - 800MHz Antennas (Must be used with a control unit, not req. if using X3M)	\$ 30	\$ 70	\$ 350	\$ 1,050	2 days	\$ 6,620	4 kg. 41x15x30
G-5	XVII Monitor System for ProEx, CUII & X3M (not required if using PC)	\$ 50	\$ 90	\$ 450	\$ 1,350	2 days	\$ 9,440	13 kg. 52x31x19
G-6	100 MHz Shielded Antenna (Depth : Nominal 7m, Max. 30m)	\$ 50	\$ 90	\$ 450	\$ 1,350	2 days	\$ 9,190	40 kg. 140x100x30
G-7	250 MHz Shielded Antenna (Depth : Nominal 5m, Max. 10m)	\$ 40	\$ 50	\$ 250	\$ 750	2 days	\$ 5,660	15 kg. 76x43x16
G-8	500 MHz Shielded Antenna (Depth : Nominal 3m, Max. 7.5m)	\$ 30	\$ 50	\$ 250	\$ 750	2 days	\$ 4,690	8 kg. 51x33x16
G-9	800 MHz Shielded Antenna (Depth : Nominal 1.75m, Max. 4m)	\$ 20	\$ 40	\$ 200	\$ 600	2 days	\$ 4,200	5 kg. 40x20x12
G-10	RTA 25 MHz Rough Terrain Antenna (Electronics incl., Unshielded, Depth: Nom.18m, Max.50m)	\$ 100	\$ 230	\$ 1,150	\$ 3,450	3 days	\$ 22,500	30 kg. 67x22x68
G-11	RTC/GPR Cart For 250/500/800 MHz Shielded Antennas (Hand Push)	\$ 20	\$ 30	\$ 150	\$ 450	2 days	\$ 2,350	34 kg. 120x95x25
G-12	Road Cart (requires antennas of your choice, controller & monitor). Used for Pavement & Road Base Analysis	\$ 100	\$ 50	\$ 250	\$ 750	3 days	\$ 4,650	40 kg. 200x70x70
G-13	150mm Distance wheel	\$ 10	\$ 10	\$ 50	\$ 150	1 day	\$ 980	2 kg.
G-14	300mm Distance Wheel	\$ 10	\$ 10	\$ 50	\$ 150	1 day	\$ 1,570	4 kg.
G-15	Backpack and Monitor Holder	\$ 10	\$ 10	\$ 50	\$ 150	1 day	\$ 650	8 kg. 60x50x50
G-16	REFLEX W Software 2D Data Analysis for GPR Data (Sandmeier) (w. Dongle).	\$ 50	\$ 30	\$ 150	\$ 450	n/a	\$ 2,720	1 kg. 20x25x5

ID	Instruments	Prep. Fee	Daily Rate	Weekly Rate	Monthly Rate	Min. Period	Value	Approx. Wts & Dim. (cms)
CONCRETE RADAR SYSTEM								
G-17	CX11 GPR Concrete Imaging System (Requires 1.2GHz, 1.6GHz or 2.3GHz Antennas)	\$ 50	\$ 130	\$ 650	\$ 1,950	1 day	\$ 13,000	23 kg. 72x42x27
G-18	1.2 GHz Shielded Antenna - concrete applications (Depth : Nominal 700mm, Max. 2000mm)	\$ 20	\$ 70	\$ 350	\$ 1,050	1 day	\$ 7,200	11 kg. 52x30x19
G-19	1.2 GHz Shielded Antenna – with EM Sensor (Depth : Nominal 550mm, Max. 1000mm)	\$ 20	\$ 80	\$ 400	\$ 1,200	1 day	\$ 7,200	11 kg. 52x30x19
G-20	1.6 GHz Shielded Antenna - concrete applications (Depth : Nominal 550mm, Max. 1000mm)	\$ 20	\$ 70	\$ 350	\$ 1,050	1 day	\$ 7,200	11 kg. 52x30x19
G-21	2.3 GHz Shielded Antenna - concrete applications (Depth : Nominal 450mm, Max. 600mm)	\$ 20	\$ 100	\$ 500	\$ 1,500	1 day	\$ 9,820	11 kg. 52x30x19

NB: Max. depths only achieved in ideal conditions i.e. dry and non-conductive medium.

GPR will NOT penetrate clay or highly conductive media. Nominal depths are approx. 40-75% of max. depth.

RESISTIVITY								
R-1	ZZ Imaging FlashRES Resistivity / IP Meter 61 channels, with acquisition & 2.5D Inversion Software	\$ 150	\$ 400	\$ 2,000	\$ 6,000	2 days	\$ 36,000	Phone for Details
R-1a	FlashRES Cables – 2x 32 Takeout @ 3 metre Complete with 70 Electrodes	\$ 100	\$ 70	\$ 350	\$ 1050	2 days	\$ 2,600	Phone for Details
R1-b	FlashRES Cables – 2x 32 Takeout @ 10 metre Complete with 70 Electrodes ¹	\$ 100	\$ 110	\$ 550	\$ 1,650	2 days	\$ 3,400	Phone for Details
R-2	ZZ 2.5D Inversion & Imaging Software	\$ 50	\$ 65	\$ 325	\$ 975	2 days	\$ 2,800	1 kg. 20x25x5
R-3	GF Instruments Imaging Resistivity System 48 stations, 10 m and 2.5 m takeout cables available.	\$ 150	\$ 420	\$ 2,100	\$ 6,300	2 days	\$35,000	Phone for Details
R-4	RES2DINV Software Rapid 2D Resistivity and IP Inversion (with Dongle).	\$ 50	\$ 40	\$ 200	\$ 600	2 days	\$4,140	1 kg. 20x25x5

SEISMIC								
Z-1	Geode 24 – 24 channel Seismograph complete with SGOS Software, hammer Switch	\$ 50	\$ 350	\$ 1,750	\$ 5,250	2 days	\$ 26,220	Phone for Details

OTHER FIELD TOOLS								
O-1	Basic GPS Novatel Smart Antenna (No Differential Correction)	\$ 50	\$ 10	\$ 50	\$ 150	2 days	\$ 1,500	6 kg. 41x33x18

TRAINING								
T-1	Training On-site or Office Based	\$ 1,200 per day						

Senior Geophysicist experienced in the geophysical technique to undertake. Does NOT include disbursements including travel, meals and accommodation. See Schedule of Rates for full details.

¹ Other Electrode Spacing Cables are available

Please note: This PDF Form is Editable

CLIENTS DETAILS		SHIPPING DETAILS	
Company Name:		Technical contact:	
ABN number:		Telephone number:	
Accounts Contact:		Shipping Address:	
Email:		Suburb:	
Telephone number:		State:	
Postal Address:		Post Code:	
Suburb:		Email:	
State:		ALPHA prefers that the CLIENT ships using their own courier company and account. If requested, ALPHA can transport equipment on its account, however, the CLIENT is responsible for any shipping delays and these are chargeable and will be included in the rental period.	
Post Code:		<input type="checkbox"/> I will arrange for pickup myself. <input type="checkbox"/> Please use this courier account:	
Project Reference:		Account Number: _____ Courier Company: _____	
Purchase Order Number:		<input type="checkbox"/> Road <input type="checkbox"/> Air <input type="checkbox"/> Same Day	

ID	Instrument	Dispatch Date (by 3pm)	Return Date (by 12pm)	Prep Fee	Days	W'ks	M'ths.	Total
Total for all above items								

PLEASE NOTE: Instrument availability is not confirmed until a signed Rental Form has been received by Alpha Geoscience.

Rental of instruments is on a first come first serve basis.

CREDIT CARD PAYMENTS (there will be a surcharge of 1.8%) (MasterCard or Visa only)

Total	
GST	
Grand Total	

Card Number: _____ Expiry: _____ Card Verification Number: _____

Name on card: _____ Signature: _____

COMMENTS: _____

I hereby commit to renting the equipment specified above. I have read, understood and accepted the terms and conditions of entering into this agreement.

Signature: _____ Print Name: _____ Position: _____ Date: / / 2018

Alpha Internal Use:			
Copy:	Book: []	Store []	User []
ALPHA REF.:		DISPATCHED DATE / TIME	/ / 2018 AM/PM
APPROVED:	Y / N	COURIER COMPANY:	
APPROVED DATE:	/ / 2018	CONSIGNMENT#:	
CONFIRMED:	Y / N	RECEIVED DATE / TIME	/ / 2018 AM/PM

Alpha Geoscience Pty. Ltd. (ABN 14 080 819 209) Unit 8, 707 Forest Road, Peakhurst. NSW. 2210 Ph: 02 9533 5551 E-mail: info@alpha-geo.com

BETWEEN ALPHA GEOSCIENCE Pty. Limited (ABN 14 080 819 209) of Unit 8, 707 Forest Road, Peakhurst, NSW hereinafter called the 'COMPANY' and the 'CLIENT' whose name and address appear on Schedule 2 referred to as the RENTAL AGREEMENT FORM. This Agreement becomes binding on the CLIENT upon ALPHA's acceptance of the CLIENT'S Rental Agreement Form, regardless of whether the Agreement is signed by the CLIENT or not.

ALPHA and the CLIENT agree to the following:

1 DEFINITIONS & INTERPRETATION

In these Terms and Conditions:

Client means the client for whom the Company is providing the Equipment as set out in Schedule 2.

Default Event means:

- (a) The Client not paying any amount owing to the Company by the date that payment is due;
- (b) The Appointment of any of a liquidator, provisional liquidator, trustee, administrator, receiver, receiver and manager or similar officer to the Client;
- (c) The Client being in breach for ten (10) days after receiving written notice of such breach from the Company;
- (d) The Client or its servants agents or employees being guilty of any dishonesty or serious misconduct;
- (e) The Client, if a trustee, being replaced as trustee or another trustee being appointed in its place;

Equipment means the Equipment rented to the Client by the Company listed in Schedule 2.

Expenses means the expenses incurred by the Company in providing the Equipment to the Client and to be reimbursed by the Client to the Company.

Fee means the fee(s) payable by the Client to the Company for the Equipment as set out in the Quotation.

Force Majeure Event means an event or circumstance which is beyond the control and without the fault or negligence of the Company and which by the exercise of reasonable diligence the Company was unable to prevent.

GST means any tax imposed by the GST Law.

GST Law means any tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* or any legislation which may supersede it.

Intellectual Property means all intellectual, industrial and other property rights of any kind whatsoever (including any patent rights or copyright) and all logos, names, concepts, processes, designs, inventions, plans, drawings and other items belonging to the Company including things conceived, developed or reduced into practice in the course of the performance by the Company of the Equipment;

Services means the services to be carried out by the Company as listed in Schedule 2, if any.

Site means the premises or field operation where the equipment is to be used and stored by the Client, as advised by the Client, from time to time.

Schedule means a schedule to these terms and conditions.

Terms and Conditions means the terms and conditions as set out in this document.

The words "include", "including" and "for example" are not to be construed as words of limitation;

Terms defined in the Schedule apply when used in these terms and conditions.

2 HIRE OF GOODS

2.1 The availability of the equipment is on a first come, first served base and Alpha can take no responsibility for the lack of availability of any item.

2.2 The Company agrees to rent the Equipment listed in Schedule 2 to the Client, and the Client agrees to rent the Equipment from the Company.

2.3 The Client acknowledges that the hire of Equipment is limited to those items detailed in Schedule 2. Any Equipment not listed in Schedule 2 will be in addition to the Equipment and will carry an additional cost.

2.4 Overseas Rentals

2.4.1 A **15% surcharge** for all rental of Equipment where the Equipment is to be shipped outside Australia applies.

2.4.2 The Client is solely responsible for all customs handling, duty and any other additional charges, including but not limited to transport costs and risks that might apply to the overseas shipment and return of the Equipment.

2.4.3 The Equipment will be shipped to a nominated address with commercial invoice and declaration that the shipment is for a temporary rental of equipment.

2.4.4 The Client is solely responsible for returning the Equipment to the Company. If the Equipment is prevented from being returned to Australia due to any circumstance, the Client must pay to the Company the Value of the Equipment as listed in Schedule 1.

3 TERM

3.1 The minimum term for which the Equipment must be rented is as listed in Schedule 1.

3.2 The rental shall commence from the time the Equipment leaves the Company's office and shall terminate upon its return to the office of the Company. For the sake of clarity:

3.2.1 For courier shipments that leave the Company's office after 12 noon, the rental charges will commence the day after the Equipment leaves.

3.2.2 For courier shipments that arrive back into the Company's office before 12 noon, the rental Charges will cease the day prior to the Equipment arriving at the Company's office.

3.2.3 If the shipment arrives back at the Company's office after 12 noon, the rental will be charged till the day it is delivered to the Company.

3.3 For personal pick-up/delivery, the rental charges will commence the day the Equipment leaves the Company's office and be charged to the day it arrives back into the Company's office.

3.4 Cancellation or Extension

3.4.1 After this Rental Agreement has been submitted to the Company by the Client, the Client is obliged to pay the Fees and expenses for the entire period specified in Schedule 2. The Client shall not be entitled to a refund if the rental is cancelled for any reason.

4 QUOTE FOR EQUIPMENT	<p>3.4.2 If the Client wishes to extend the term after the Equipment has left the possession of the Company, a new purchase order must be submitted by the Client. A written authorisation on any rental extension must be issued by the Company prior to the Client rerating the extension as accepted by the Company. Unauthorised extension of the rental attracts a 100% surcharge applied to the daily rental rate until such time when the Equipment is received by the Company.</p> <p>4.1 Any Rental Rates provided by the Company, as listed in Schedule 1 of this Agreement, for rental of Equipment to the Client is valid for 30 days only from the date of the issue of such Rental Rates.</p> <p>4.2 Prices and Rental Rates are subject to change without notice. All Equipment rental will be invoiced at rates ruling at the date of despatch by the Company.</p>
5 EXCHANGE RATE RISK	<p>5.1 Unless specified all rates are quoted in Australian dollars.</p> <p>5.2 In cases where the Company obtains equipment for rental or sale from overseas, the Client will be liable for any exchange rate variation from the time Schedule 2 is issued until final payment has been received by the Company. If there is an exchange rate variation there will be an exchange rate charge made on the Client's final invoice based on the relevant exchange rates obtained from the Reserve Bank of Australia website.</p>
6 PAYMENT OF FEES AND EXPENSES	<p>6.1 Payment of Fee and Expenses</p> <p>6.1.1 The Fee for the rental of the Equipment and Expenses shall be as listed in Schedule 1 of this Agreement.</p> <p>6.1.2 The Client must pay the Fee and Expenses prior to the Company forwarding the Equipment to the Client, or the Client collecting the Equipment from the Company's office. The Company will issue a Tax Invoice to the Client upon receipt of the signed Rental Agreement from the Client.</p> <p>6.1.3 The Company will charge interest at a rate of 1.25 % per month (or part thereof), on all accounts overdue by greater than 14 days.</p> <p>6.1.4 Any GST assessed on the Equipment will be payable by the client in addition to the Fee or Expenses.</p> <p>6.2 Delivery and Freight</p> <p>6.2.1 Unless otherwise stated, all Equipment must be collected or delivered from the Company's office in Sydney, NSW.</p> <p>6.2.2 The Client must pay for all freight charges incurred in shipping of the Equipment from Sydney, and from the Client back to the Company at the conclusion of the rental.</p> <p>6.2.3 If shipping is provided from the Company's office to the Client's address, then the goods will be sent by common courier. All Equipment is shipped at the sole risk of the Client.</p> <p>6.2.4 The Client must pay for all freight charges incurred in shipping of the Equipment described in Schedule 2 of this Agreement.</p>
7 OWNERSHIP AND USE OF EQUIPMENT	<p>7.1 The Client acknowledges that the Company retains ownership in the Equipment at all times.</p> <p>7.2 The Client must not copy, use, market, distribute, alter, modify, sell, mortgage, grant a lien or otherwise deal with the Equipment. If the Client makes any unauthorised change or modification to any Equipment, documents or other items provided by the Company to the Client, the Client shall fully indemnify the Company against any loss, claims or liability incurred by the Company or any third party either directly or indirectly as a result of such unauthorised change or modification.</p> <p>7.3 The Client may make no alterations or repairs to the Equipment.</p> <p>7.4 The Client indemnifies the Company for any loss or damage to the Equipment during the Term. This includes if any of the Equipment is stolen or lost, or if the damage occurs due to the negligence, omission or misconduct of a third party.</p> <p>7.5 Unless agreed by the Company in writing, the Client will not, in any promotional material use the names "Alpha" or the name of any employee or contractor of it. The Client will ensure that its clients and customers comply with this clause as if they were a party to this Agreement. The Client shall fully indemnify the Company against any loss, claims or liability incurred by the Company or any third party either directly or indirectly as a result of any breach of this Clause.</p> <p>7.6 The Company warrants that the Equipment listed in Schedule 2 is in operating condition at the time of delivery and will replace at no charge (excluding shipping costs) all components that might fail during normal operation, except where the failure of those parts is as a result of the negligence, misuse, mishandling or wilful omission of the Client. The Client will pay the expense of shipping any replacement part or Equipment.</p> <p>7.7 The client must, during the Term, use the Equipment only for the purpose for which it is designed. While the equipment is in use, storage or transit, the Client must treat the Equipment with all reasonable care.</p> <p>7.8 The Company is not responsible for the method of operation of the Equipment by the Client, the results obtained from the use of the Equipment or the interpretation of those results. The Client is solely liable for any results or damage that may occur as a result of the use of the Equipment and indemnifies the Company for any damage, loss or injury arising from the client's use of the Equipment.</p> <p>7.9 The Client acknowledges and agrees that where the use of the Equipment involves research, development and testing, they may produce no results, unpredictable results or results which do not favour the Client. The Company makes no promise, prediction or warranty concerning the results.</p> <p>7.10 The Equipment may not be assigned, transferred, or in any way encumbered by the Client.</p>
8 TRUST	<p>8.1 The Client will disclose to the Company if the Equipment is to be provided to the Client as trustee of a trust. The Client warrants that the trust is validly created and that the trust has full power to enter into the agreement with the Company for the provision of Equipment. The Client acknowledges that it is personally liable for the payment of the tax invoices issued from time to time by the Company.</p>
9 LIABILITY	<p>9.1 To the extent permitted by law, the Client indemnifies the Company, its servants, agents and employees against all claims, demands, damages, liabilities, expenses and losses arising from or resulting, either directly or indirectly from hire of the Equipment by the Company to the Client or the Client's use of the Equipment.</p> <p>9.2 The liability of the Company in damages (including special, indirect or consequential damages, which damages will be deemed to include loss of revenue, loss of profit and loss of opportunity) in respect of any act or omission of the Company's is limited, at its option, to re-supply the Equipment, refunding the fee or paying the cost of having the Equipment supplied again by a third</p>

11 TERMINATION

- person.
- 9.3 The Client agrees, regardless of the act or negligence on the part of the Company, its employees, servants or agents, to release, hold harmless and indemnify the Company from and against all liabilities, claims, damages, losses, costs and expenses of any nature howsoever occurring and any death or injury caused including but not limited to wilful misconduct which may accrue against or be suffered by the Company arising out of or in any way connected with hire of the Equipment.
- 9.4 All Warranties are with the Original Equipment Manufacturer (OEM) for a period specified by them. The Company will assist wherever possible in repairing or replacing warranty items but is under no obligation to do so. The Company or the OEM is not responsible for the methods or conditions of Equipment operation or the results obtained.
- 9.5 In the event of a breakdown of the Equipment, the proportion of the Fee which would be payable for the period where the Equipment is unable to be used, calculated on a daily basis, will not be charged to the Client.
- 9.6 Nothing in this agreement purports to modify or exclude any liability, which may not be excluded or modified under the Competition and Consumer Act 2010 (Cth), or such Act as may supersede it.

10.1 Termination by the Company

10.1.1 The Company may, in its absolute discretion and without notice to the Client, terminate the rental of the Equipment to the Client:

10.1.1.1 If a Default Event occurs; or

10.1.1.2 Upon giving the Client 30 days' notice in writing.

10.1.2 In the event of such termination, the Company may enter into the premises where the Equipment is located and remove it and the Client hereby authorises the Company to enter any premises to do so. The Client will pay all costs and expenses, including legal fees, incurred in execution of this section.

10.2 The Client acknowledges that the Company has the right to enter any Site and take possession of and remove any of its Equipment, documents, items, tools and other equipment (collectively the 'Goods') at any time without notice to the Client after a Default Event has occurred. The Company shall not be liable for any loss of or damage to the Client's property arising in the course of recovering possession of the Goods.

10.3 If the Client is in breach of these terms and conditions, the Client shall pay to the Company:

10.3.1 interest on any overdue payments calculated from the due date for payment until the actual date of payment at the rate of interest quoted by Westpac Banking Corporation on business overdrafts calculated daily; and

10.3.2 all debt collection and legal costs and expenses (on a client-solicitor basis) incurred by the Company in enforcing or terminating this Agreement.

10.4 Rights Remain

Termination will be without prejudice to any claim which the Company may have in law or equity arising from the Default Event.

11 FORCE MAJEURE EVENT

11.1 Where the Company is unable, wholly or in part, by reason of a Force Majeure Event to carry out any obligation under this agreement and the Company:

11.1.1 gives the Client prompt notice of that force majeure with reasonable particulars of the probable extent of any delay in performing that obligation; and

11.1.2 uses all possible diligence to remove that Force Majeure Event as quickly as possible; that obligation is suspended so far as it is affected by Force Majeure Event.

12 GENERAL

12.1 These Terms and Conditions are the entire agreement between the Company and the Client. These Terms and Conditions supersede all prior agreements and understandings and to the extent permissible by law any implied terms or representations are expressly excluded or negated.

12.2 These Terms and Conditions cannot be waived or modified unless the Company explicitly waives them in writing and such waiver is signed by the Company or its authorised agent.

12.3 These Terms and Conditions cannot be assigned, transferred, or in any way encumbered by the Client without written consent of the Company, which may be withheld in the Company's sole discretion.

12.4 If any provision of these Terms and Conditions is void, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly. If a provision is still void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed. The remainder of these Terms and Conditions will be of full force and effect.

12.5 The laws of New South Wales apply to these Terms and Conditions.

12.6 These Terms and Conditions may be varied from time to time in the Company's sole and absolute discretion.