

**TR PTY LTD**  
**ABN 99 005 499 721**  
**CONDITIONS OF RENTAL (“Conditions”)**

The Customer (which includes its employees, servants and agents) hereby rents from TR Pty Ltd (“TR”) the Equipment as referred to in the Rental Agreement which includes all items, articles, accessories, documents (including operating manuals) or things supplied with the Equipment upon these Conditions or any terms and conditions contained in the Rental Agreement (together the “**Rental Documents**”). The Rental Documents apply despite any other terms and conditions that are proffered by the Customer.

### **1 CASUAL RENTAL**

- 1.1 The rental period commences on the rent start date shown on the Rental Agreement and continues until it terminates at 9:00 am on the first business day after the period nominated on the Rental Agreement (“**Term**”). A business day excludes Saturdays, Sundays and Public Holidays.
- 1.2 When the Equipment is not returned at the end of the Term, then rental charges will continue to accrue at the same daily rate set out in the Rental Agreement until the business day on which the Equipment is returned complete with all the accessories and undamaged.
- 1.3 The Term is the minimum period for which charges at the daily rate set out in the Rental Agreement apply.
- 1.4 A rental fee at the daily rental rate and subject to a minimum total charge set out in the Rental Agreement will continue to be charged until the Equipment is returned complete with all the accessories and undamaged. Where the Equipment or accessories are lost or equipment or accessories are damaged and the Rental Agreement did not include damage waiver under clause 21 of these Conditions, the rental fee at the daily rate will

continue to be charged and payable until replacement equipment or accessories is/are purchased and delivered to TR and /or the damaged Equipment or accessories are replaced or repaired to serviceable condition and returned to TR.

- 1.5 A minimum transaction charge of \$120 will apply to the first invoice.
- 1.6 The rental rate shown on the Rental Agreement does not include preparation, packaging & freight charges, GST or other rental tax or duty recovery charges which are shown separately on the invoice.
- 1.7 Equipment returned before 9:00 am on any business day to the TR Office from which it was despatched 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.
- 1.8 A reposition fee will apply and be charged for assets not returned to the TR office from which the equipment was shipped. The office from which Equipment was shipped is shown on the Rental Agreement.

### **2 RENTAL PURCHASE OPTION (RPO)**

- 2.1 The rental period and monthly rental fee is specified in the Rental Agreement.
- 2.2 The Customer shall pay the rental fee by calendar monthly instalments with the first instalment due and payable 14 days from the Rent Start Date specified in the Rental Agreement. If the Equipment is not returned (complete with all accessories and undamaged) by the calendar month date following the Rent Start Date, then a further monthly rental fee shall become due and

payable. Rental shall continue to accrue daily and will be payable on each calendar month thereafter until the Equipment is returned.

- 2.3 If the Customer at the end of the rental period specified in the Rental Agreement desires to purchase the Equipment, the Customer must earlier than 2 months and no later than 1 month prior to the end of the rental period give written notice to TR that the Customer exercises the option to purchase the Equipment. Upon receipt of the Customer’s written exercise of its option to purchase the Equipment, TR will advise the Customer of the purchase price for the Equipment and if the Customer proceeds to purchase the Equipment, the then General Terms and Conditions of Sale of TR shall apply to the sale of the Equipment.
- 2.4 If the equipment is returned to TR before the expiration of the rental period specified in the Rental Agreement then TR, at its sole discretion, may increase the monthly rental fee to recover the full rental amount calculated for the original Rental Agreement for the period the Equipment was retained by the Customer and that increased rental fee may apply to the entire rental period the Equipment was with the Customer including for periods previously invoiced.

### **3 DEBIT AUTHORITY**

When the Customer has given a credit card or account debit authority, TR 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.

### **4 OTHER CHARGES**

The Customer shall be responsible for the payment of all costs, taxes, charges, imposts and expenses

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which arise or are incurred by virtue of this rental including:

- 4.1 Any Stamp Duty or like or similar duty applicable to rental transactions or rental business.
- 4.2 Any Goods or Services Tax or taxes in the manner or nature of a Goods and Services Tax.
- 4.3 Any Value Added Tax or a tax in the manner or nature of a Value Added Tax.
- 4.4 Any Sales Tax or tax of a similar manner or nature.
- 4.5 Any Rental Tax or tax on rentals.
- 4.6 Any customs duties and tariffs.

If any of the above taxes or duties apply in the country of rental then such applicable tax and/or duty will be paid by the Customer in addition to the rental fee. In certain instances equipment may need to be sourced from outside of the country of rental. In those circumstances TR 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 TR in respect of any claims for such costs, charges, imposts and expenses applied or incurred.

## **5 PAYMENT**

Payment terms are strictly fourteen (14) days from date of invoice unless otherwise stated in the Rental Agreement.

## **6 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 TR may incur, including legal, administrative and collection costs to recover unpaid amounts.

## **7 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 TR, and shall be to the premises of TR from where the Equipment was dispatched. The Customer agrees to not ship the Equipment by post.

## **8 CUSTOMER'S COVENANTS**

The Customer agrees with TR that:

- 8.1 it will not remove any sticker or other identification from the Equipment giving notice of TR ownership of the Equipment;
- 8.2 it has no right, title, estate or interest in the Equipment
- 8.3 the Customer shall not sell, transfer, assign, underlet, lend, charge, pledge or part with possession of the Equipment;
- 8.4 purport to grant any encumbrance over or in connection with the Equipment or otherwise purport to offer or use the Equipment as security. For the purpose of these Conditions, encumbrance means any mortgage, lien, charge, bill of sale, option, title retention, pledge, claim, restriction, condition, overriding interest, security interest pursuant to the *Personal Property Securities Act 2009 (Cth)* (“PPSA”) or other encumbrance.
- 8.5 the Customer shall keep the Equipment at the delivery address specified in the Rental Agreement unless prior written permission has been obtained from TR to relocate the Equipment elsewhere;
- 8.6 the Customer shall use the Equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so;
- 8.7 the Customer shall notify TR 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;

- 8.8 the Customer shall permit TR 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;
- 8.9 the Customer requires and will utilise the Equipment for its business purposes;
- 8.10 the Customer shall keep the Equipment in a safe and proper location;
- 8.11 the Customer shall not alter or modify the Equipment without the prior written consent from TR;
- 8.12 the Equipment shall at all times, whilst in the care, custody or control of the Customer, be at the risk of the Customer;
- 8.13 The Customer accepts full responsibility for all Equipment rented, including its use in accordance with any manufacturer or TR operating instructions provided or Government Regulations. Where the Customer is using communications frequencies that are licensed or arranged by TR these frequencies are for use only on the dates, at the places and during the times expressed on the Rental Agreement. Use of the frequencies outside the dates, places and times indicated may result in fines from relevant licensing authorities which are all payable by the Customer;
- 8.14 The Customer will comply with all State, Territory and Federal Laws in respect of the Equipment; and
- 8.15 The Equipment will not have any information contained in or associated with it which would, if received by TR or any other

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person, be in breach of State, Territory or Federal privacy laws when it has been returned.

- 8.16 The Customer may not ‘on-hire’ the Equipment unless it receives the prior written consent of TR. TRs consent may be withheld in its absolute discretion.
- 8.17 If TR provides its consent pursuant to clause 8.16, it may require the Customer to register a security interest in relation to the Equipment on the PPSR.
- 8.18 Notwithstanding any other provisions of the Rental Documents, the parties agree that the Customer is liable to TR for any loss, including loss of the Equipment, where that loss has arisen as a direct or indirect result of the Customer ‘on-hiring’ or not registering or perfecting a security interest pursuant to the PPSA.

## **9 WARRANTY**

TR warrants that the Equipment is of merchantable quality. Other than expressly provided for in the Rental Document the Customer acknowledges that it has not relied upon any statement or representation by TR 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 TR the Customer acknowledges that under no circumstances is TR responsible or liable for any failure or unsuitability of the Equipment to perform the purpose required by the Customer.

## **10 MAINTENANCE**

TR shall at its expense, when it deems necessary, provide maintenance and recalibration for the 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 TR and request instructions

before taking any action. The responsibility for advising TR of any need for recalibration rests with the Customer. TR may at its sole and absolute discretion and for such length of time as it deems expedient replace the Equipment with another of such type or model as shall for the time being be available and the Equipment so substituted shall be subject to these Conditions.

## **11 EARLY CESSATION**

Notwithstanding the rental period, TR expressly reserves to itself the right to require early cessation which may be exercised on demand and at the absolute discretion of TR. If TR so demands the Customer shall forthwith return the Equipment to TR. The applicable rental fee shall be adjusted and payable at the daily rate on the Rental Agreement for the period between the Rent Start Date and the date the Equipment, complete with accessories and undamaged, is returned to TR.

## **12 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, recalibration or replacement as a result of the Customer’s use, the Customer shall bear the total cost of any such repair, recalibration or replacement including any freight charges there occasioned. Any repairs carried out by TR will be charged at our normal hourly rates. The Customer shall pay to TR the total new replacement cost as assessed by TR of the Equipment which is lost, stolen, destroyed or damaged beyond repair. The Customer shall pay to TR 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 or are returned in damaged condition to TR upon cessation of the rental period shall be paid for by the Customer with a fee determined by TR being charged to the account of the Customer. In respect of damage or loss of Equipment, or failure to return all of the Equipment (including all accessories), the rental period shall continue, and the Customer shall continue to pay rental until the Equipment has been repaired and returned (including all accessories) to TR, or the replacement cost of new Equipment or accessories has been paid by the Customer. The Customer indemnifies TR for all loss or damage suffered as a consequence of such damage or loss to, or failure to return, the Equipment and accessories.

## **13 CUSTOMER DEFAULT, TERMINATION & REPOSSESSION**

- 13.1 If the Customer is in breach of the Rental Agreement, TR shall be entitled to treat the Rental Document as breached and repudiated by the Customer and with or without notice accept the repudiation and terminate the Rental Agreement whereupon the Customer shall immediately, at its own cost and expense, return the Equipment to TR and failing such return TR 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 12. Further, TR shall be entitled to recover all damages including any consequential damages incurred.
- 13.2 Where the Rental Documents are terminated under clause 13.1, the Customer consents to TR its servants and agents entering its premises, or any other premises where the

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Equipment is located, using such force as is necessary to repossess the Equipment. The Customer must provide TR 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 TR incur. TR will not be liable for any damage to property caused by any person in collecting the Equipment.

condition shall be limited to the maximum extent possible to:  
in the case of the Equipment supplied by TR, either of the following (as TR may decide):

- (a) the replacement of the Equipment or the supply of equivalent Equipment;
- (b) the repair of the Equipment;
- (c) the payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or
- (d) the payment of the cost of having the Equipment repaired; and

in the case of any services provided by TR, either of the following (as TR may decide):

- (e) the supply of the services again; or
- (f) the payment of having the services supplied again.

16.3 Subject to clause 9, all express and implied warranties, guarantees and conditions under statute, general law or trade usage, as to merchantability, description, quality, suitability or fitness of the Equipment for any purpose, or as to design, assembly, installation, materials, workmanship or otherwise are expressly excluded.

16.4 Subject to any non-excludable warranty or condition and to the maximum extent permitted by law, TR maximum aggregate liability for all claims relating to the Rental Documents or their subject matter, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to the rental fees paid by the Customer under the Rental Documents.

16.5 TR shall not be liable to the Customer in any circumstances

for indirect, economic or consequential loss suffered by the Customer

## **17 PROPERTY**

Subject to this paragraph, title in the property in the Equipment shall not pass to the Customer. Where the Customer has selected a rent to purchase option, title in the Equipment shall not pass to the Customer until and unless all monies owing including rental and purchase price have been received by TR and the payments received shall be applied first in reduction of any outstanding rental and interest and second on account of the purchase price.

## **18 SECURITY INTEREST**

18.1 Expressions used in this clause 18 and in the PPSA have the same meanings as when used in the PPSA.

18.2 If TR already has a prior registered security interest in the Equipment supplied or leased, that security interest continues in this Equipment. The Customer acknowledges that this Agreement may be a PPS Lease and create a security interest in favour of TR for the purposes of the PPSA, and:

- (a) TR may register this security interest with the Registrar of Personal Property Securities pursuant to the PPSA in order to perfect its security interest;
- (b) the Customer agrees the security interest granted to TR pursuant to this Agreement is also a purchase money security interest for the purpose of the PPSA;
- (c) if requested, the Customer must pay or reimburse the costs of registering the security interest, and provide TR with all assistance reasonably required in order for TR to

## **14 INDEMNITY**

The Customer agrees to indemnify TR and be responsible for all costs, liability, damage, loss, claim or charges and other liabilities incurred by TR as a result of the Customer's breach of the Rental Documents or as a result of TR enforcement of the Rental Documents or arising out of or in any way connected with the use of the Equipment.

## **15 SEPARATE ITEMS OF EQUIPMENT**

Where more than one item of Equipment is supplied under the Rental Documents, in interpreting the Rental Documents, 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 and these Conditions herein set forth shall apply separately to each individual item of Equipment as though each item of Equipment was subject to separate Rental Agreement.

## **16 LIABILITY**

16.1 Subject to clause 9, to the maximum extent permitted by law, TR makes no warranties or representation and the Customer releases TR from all liability for any loss, claim, damage or injury suffered in connection with the supply of the Equipment.

16.2 TR's liability to the Customer in respect of any non-excludable warranty or

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register the security interest; and

- (d) for the purpose of section 115 of the PPSA, the following sections of the Act do not apply to this Agreement: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and 135.

18.3 The Customer authorises TR to search the Personal Property Securities Register at any time for any information about the Customer.

18.4 The Customer waives its right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to any security interest granted under this Agreement in relation to commercial property.

## **19 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 TR and the owner/licensor and in accordance with the license terms as applicable. All copies must be delivered up with the Equipment.

## **20 CONSUMABLES**

TR 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 TR for the operation of the Equipment.

## **21 DAMAGE WAIVER**

21.1 TR has available and may offer at its discretion an optional rental equipment damage waiver facility (“**Waiver**”) for certain items of equipment. The Waiver limits the

Customer’s liability for SOME loss and damage to the Equipment.

21.2 The Waiver is not available for, and the Customer will be entirely responsible for, the return of all accessories and manuals in good order and condition.

21.3 If the Customer seeks the Waiver and it is available, the rental rate will be increased by a fee (“**Waiver Fee**”).

21.4 If the Waiver Fee has been paid by the Customer, TR waives its rights against the Customer for loss and damage to the Equipment if:

- (a) the Customer notifies TR of the loss or damage within 2 business days;
- (b) the Customer pays to TR an amount calculated by multiplying the monthly base rate of the asset (“**Waiver Excess**”) within 14 days of the date of invoice;
- (c) the loss or damage is not due to circumstances set out in clause 21.5.

21.5 The Waiver does not cover loss or damage to the Equipment in the following circumstances:

- (a) the theft of the Equipment; or
- (b) misuse or use contrary to TR’s or the manufacturer’s instructions; or
- (c) malice or any deliberate act; or
- (d) negligent acts or omissions or want of care; or
- (e) an act or omission by any person who is not the Customer or in the Customer's direct employ; or
- (f) damage by any cause at or from a place which has not been approved as a rental location;
- (g) the Customer breaches any item or condition of the Rental Documents; or

(h) is caused by vandalism;

(i) is caused by the overloading of the Equipment.

21.6 The Waiver option does not apply to any item comprising the Equipment which is noted as being excluded on the accessory list provided with the Equipment. The cost for repair or replacement of these items of the Equipment will be invoiced to and payable by the Customer.

## **22 SUNDRY**

22.1 The Rental Agreement constitutes the entire agreement between TR and Customer with respect to the Equipment and shall not be amended except in writing by TR. The Rental Documents shall be governed in all respects by the laws of Victoria and the jurisdiction of Victoria shall apply to any dispute arising out of the Rental Documents. To the extent of any inconsistency between the Rental Agreement and these Conditions the Rental Agreement prevails.

22.2 TR may amend the Conditions by providing written notice to the Customer and the amended Conditions are deemed to be accepted by the Customer if the Customer continues to use the Equipment after receipt of the amended Conditions.