

1. **Rental Period.** Unless otherwise agreed the Rentee will return the Rented Property at the completion or termination of the Rental Agreement. If the Rented Property is not returned to the Rentor by the end of the Rental Period then a pro rata daily charge will be made related to the original terms and conditions. The Rentor reserves the right (at its discretion) to deem the rent to be extended until the Rented Property is returned and also to arrange for the recovery of the Rented Property at cost to the Rentee.

a. Delivery and Collection. If specified directly, KitMapper will deliver and collect the rented property for an agreed charge.

2. **Payment Terms.** When rental is combined with technician or installation services, Rent is payable within 15 days of invoice. When rental alone is required, Payment is to be made at the point of booking of the Rented Property. Where a credit or debit card number is provided for payment it is provided to cover the initial payment as well as sundry costs, charges if equipment is retained past the end of the rental term and as security against the equipment to cover loss, theft or damage.

Where charges for loss, theft or damage are unable to be charged to the credit or debit number on record the Rentee agrees to pay all invoices within 14 days. Should the Rentee fail to pay any invoice within or in accordance with the specified time then the Rentor reserves the rights to: (a) recover the Rented Property at cost to the Rentee; (b) charge the Rentee interest at a rate of 18% per annum (1.5% accumulated monthly) and calculated from the date of invoice until paid in full; (c) charge the Rentee for any costs incurred in the recovery of any debts including all legal costs on a solicitor/client basis; (d) charge the Rentee retail replacement costs of a current model new item of the same brand or similar quality brand available of any Rented Property not returned to the Rentor.

Furthermore the Rentee agrees to pay these charges and accepts these terms and to allow entry by the Rentor or his agents to the premises where the Rented Property is present should the Rentor wish to recover it.

3. **Change of Address.** The Rentee will notify the Rentor without delay of any change of address or telephone number during the period of this Rental Agreement.

4. **Condition of Rented Property.** The Rentee acknowledges that: (a) it has examined the Rented Property before accepting it and satisfied itself that it is in good condition, is suitable for the Rentee's purpose, functions to a high standard, produces accurate readings and complies with prescribed safety standards; (b) the Rentor has given no representation or warranty regarding the quality, fitness, safety, suitability, standard or accuracy of the Rented Property, and no person is authorised by the Rentor to do so; (c) the Rentee will look to the manufacturer, and not the Rentor, for any collateral warranty the Rentee may require in relation to the Rented Property.

5. **Care of Products.** The Rentee will take good care of the Rented Property. Any damage (other than fair wear and tear) will be repaired by the Rentor or its appointee and will be charged to the Rentee. If any of the Rented Property is lost or stolen during the Rental Period, or extensions thereof and the Rentor's Loss & Damage Waiver option has not been purchased or in the case that the Rentor's Loss & Damage Waiver option has been purchased and the circumstances surrounding the loss or theft is subsequently deemed by the Rentor to be excluded, the Rentor reserves the right to charge the Rentee the retail price of the lost or stolen item/s. In the event of loss or damage of the Rented Property the rental charges will continue until the Retail Price of the Rented Property is paid for in full by the Rentee which amount is in addition to the rental charges paid.

6. **Insurance.** The Rentee should insure the Rented Property during the Rental Period or any extensions thereof, for all the eventualities pertaining to clause 5 of these conditions.

7. **Indemnity.** The Rentee indemnifies the Rentor against: (a) any loss of or damage to the Rented Property however arising; (b) liability for any death, injury or damage to any person or property arising directly or indirectly from the Rented Property or its use; (c) any claim for breach of intellectual property rights arising in connection with the Rented Property or its use; (d) any loss arising from any part of this Rental Agreement being void, voidable or unenforceable for any reason; (e) any loss or liability incurred by the Rentor resulting from possession, use or operation of the Rented Property by the

Rentee; (f) any liability which the Rentor may incur under any legislation by reason of the use of the Rented Property for any purpose other than as stated by the Rentee to the Rentor; provided that such loss, damage, claim or liability is not due to the Rentor's negligence; (g) anything done by the Rentor in exercise or purported exercise of its rights under this Rental Agreement; (h) any claim affecting the Rentor's interest in or title to the Rented Property and any action taken by the Rentor to protect such interest and title; (i) any breach by the Rentee of its obligations under this Rental Agreement including any failure to insure or adequately insure the Rented Property; and (j) the repossession of the Rented Property and any related storage, repair and/or sale. Each indemnity in this clause is a separate and independent obligation and continues after termination of this Rental Agreement.

8. **Limitation of Liability.** To the full extent permitted by law, all express and implied terms, conditions and warranties (other than those terms expressly set out in this Rental Agreement) are excluded. The Rentor is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Rented Property, where the operation or use is not specifically under the charge of the Rentors technicians. The Rentor's liability for anything in relation to the Rented Property and its use, including damage or economic loss, is limited to the maximum extent permitted by law. In any event the Rentor's liability is limited, at the Rentor's option to: (a) the replacement of the relevant Rented Property with the same or equivalent Rented Property; (b) the repair of the relevant Rented Property; or (c) reimbursement of the rent for the relevant Rented Property for the Rental Period.
9. **Equipment Malfunctions.** Should the Rented Property malfunction for reasons other than misuse or accidental damage, then the Rentor will repair the product at no charge to the Rentee. In the case of malfunctions or damage caused by accident or misuse the Rented property will be repaired by the Rentor or its appointee and charged to the Rentee. In the event of malfunction the Rentor reserves the right to replace the Rented Property with an equivalent system.
10. **Taxes and Government Charges.** Unless otherwise specified the rental charges shall include all taxes. Should additional taxes or government charges be introduced or the rate of any applicable tax or government charge change then the Rentor reserves the right to adjust the rental charges to include such changes or new taxes or government charges.
11. **Severance.** If any term or condition of this Rental Agreement or the application thereof is or becomes invalid or unenforceable or there is any error or omission in the information, the remaining terms and conditions and information shall not be affected thereby and each and every term and condition of this Rental Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. **Cancellation of orders.** If cancellation occurs after an order is placed the Rentee shall incur a cancellation charge equal to half the Rental Charges however if the cancellation occurs within two working days of the delivery date, the Rentee shall incur a cancellation charge equal to the full Rental Charges.
13. **Definitions.** In this Rental Agreement unless the context otherwise requires the expressions: (a) Rentee shall mean and include the Rentee and each of them and where appropriate their respective directors, shareholders, representatives, transferees and assigns; (b) Rentor shall mean and include the person firm or corporation trading as KitMapper and entering into this Rental Agreement as Rentor and its transferees and assigns; (c) Rented Property shall mean all property including but not limited to equipment, packaging, containers and carrier bags, provided to the Rentee by the Rentor; (d) Words importing a singular number or plural number shall include plural number and singular number respectively; (e) Words importing the masculine or neuter gender shall include every gender; (f) Rental Period shall mean the duration for which the Rentor has agreed to provide the Rented Property in accordance with the terms and conditions of this Rental Agreement.
14. **Title.** Until you pay us in full for the goods: (a) we retain full legal and equitable title in them; (b) you hold the goods for us as bailee or fiduciary and you must store them securely and separately from other items and mark them clearly as our goods; (c) you must not dispose of the goods or any interest in them or alter or use them in any manufacturing process; and (d) if you dispose of the goods, alter or use them in a manufacturing process, you must hold the proceeds of sale of the goods or the products they become, on trust for us and pay them to us when we ask. Possession of the goods supplied to you by us is transferred to you on the basis that we may retain a purchase money security interest in the goods and we may require the facilitation of a registered Financing Statement. You agree to execute any documents, provide all

necessary information and do anything else required by us to ensure that the security interest constitutes a "Perfected Security Interest" and which will have priority over all other security interests in the goods. You will, upon demand, pay all of our expenses and legal costs on a solicitor/client basis in or in connection with the registration of a financing statement or financing change statement relating to the security interest created by this agreement.

15. Charge & Security. In this clause, property means both real and personal property.

You hereby charge in our favour all of its estate and interest in any property that it owns now or in the future with due payment to us of all monies owing or may become payable in accordance with this agreement. You irrevocably appoint us (from time to time) as its duly constituted attorney to execute in its name, any real property mortgage, bill of sale or consent to any caveat we may choose to lodge against real property that it may own in the United Kingdom to secure any amount owed, notwithstanding that such sum may not be due for payment. The Customer hereby charges in our favour all monies due and payable to the Customer under any contract held by it in respect of which the Customer purchased goods from us and here-by assigns all rights, powers and remedies conferred upon sub-contractors under any legislation or otherwise as if all monies due and owing by you to us were monies due and owing under the subcontract. You undertake to disclose all charges or encumbrances granted over its property and agree not to grant any further charges or encumbrances over its property without first obtaining our written consent.