

**GLOBAL COMMUNICATION SERVICES
EQUIPMENT RENTAL AGREEMENT
TERMS AND CONDITIONS ©**

GCS hereby rents Equipment to Hirer upon the following terms and conditions:

1. In this agreement the expressions -
“Start Date” means the date designated on the customer delivery documents as the commencement date: “Finish Date” means the date detailed on the customer delivery documents: “Equipment” means the equipment designated on the reverse hereof: “GCS” means Hahn Electrical Contracting Pty Ltd Trading as Global Communication Services ABN 23 364 787 165, or its successors or assigns: “Authorised Distributor” means a duly authorised GCS distributor.
“Rent” means the cost of renting Equipment so designated on the reverse hereof or if the context so admits the cost payable pursuant to Clause 3 hereof: “Hirer” means the person described on the reverse hereof and in the case of a company includes its permitted successors and assigns and in the case of natural persons includes his her or their heirs executors administrators and permitted assigns: “The term of this Agreement” includes any extended term.

1A In this agreement where expressions of dates and term of hire is referenced to a written document it also refers to electronic document where such a document is created by Hirer input to GCS Web Based Booking facility. The Hirer expressly agrees that bookings made via Electronic Means are for all purposes of the agreement the same as those made by paper contract

2. **TERM** This Agreement shall be for the term set forth on the reverse hereof and shall take effect from the Start Date. In the event this Agreement is terminated by the Hirer prior to the Finish Date of this Agreement, the Hirer shall make payment to GCS a sum equivalent to the Rent at the prevailing rate applicable to the term of this Agreement. The terms and conditions of this Agreement shall continue to bind the parties until the Equipment is wholly returned to GCS premises located in Kalgoorlie Western Australia. GCS shall be entitled to terminate this Agreement at will by giving thirty (30) days’ prior written notice to the Hirer.

3. **RENT** The Total Rental designated on the reverse hereof shall be paid prior to shipment of Equipment to Hirer or collection of Equipment by the Hirer for cash sales. For GCS approved account customers an invoice will be raised which is payable by the Hirer within thirty (30) days. A security deposit may be required at GCS’s discretion. The security deposit will be returned to the hirer within seven (7) days of the termination of this Agreement less any deduction as provided by these terms and conditions. Payment shall be made to GCS at its address shown on the reverse hereof or to such person and / or place as may be designated in writing by GCS from time to time. Payment of Rent shall be due and payable whether or not Equipment is functional. Overdue or unpaid Rent shall bear late payment fee of \$25 per day per

item plus the Daily Rental Charge from the due date until paid.

4. **TAXES** The cost to GCS of State and Federal sales rental and user taxes, stamp duties, and Goods and Services Tax hereinafter called “the taxes”, applicable on the date of this Agreement have been included in the Rent charges at the rates of Taxes in effect on that date. Any increase in the rate or number of the Taxes shall be paid by Hirer to GCS by way of additional rent. Hirer shall receive the benefit of any reduction in the Taxes.

5. **INSURANCE** Unless otherwise agreed **Hirer shall be responsible for obtaining comprehensive Insurance** cover for the Equipment for the term of this Agreement .

5A. **DAMAGE & LOSS**

The Hirer is responsible for **all damage and / or loss to the equipment during the period of hire**. In the case of total loss or write off of equipment the Hirer’s liability is limited to the replacement of the equipment at the then prevailing Recommended Retail Price of the equipment and/or accessories and the **rental charges up to the time that full payment for the loss is paid to GCS**

6. **MAINTENANCE** During the term of this Agreement GCS shall maintain the equipment in accordance with maintenance standards prescribed by GCS from time to time. Hirer shall immediately advise GCS of any damage to or defect in Equipment and shall not permit any person not authorized by GCS to repair or maintain equipment, other than to replace batteries. **Hirer expressly agrees that Hire Charges are payable for equipment said to be non functional by the Hirer until and up to the time of the Hirer notifying GCS that the equipment is defective. GCS will not entertain any claim for refund for rental for periods of alleged non functionality where the alleged defect has not been reported to GCS. GCS will accept report of defect via telephone, email or fax. Where GCS accepts a report of defect and suspends hire charges and subsequently call activity is seen on the account after the date of defect report then the equipment will be deemed to have been functional and Rental Charges will be levied.** At the request of GCS or upon equipment becoming non-functional or defective Hirer shall at Hirer’s expense deliver Equipment to GCS or Authorized Distributor for adjustment, maintenance, service or repair. If Equipment having been maintained by GCS as aforesaid remains defective Equipment shall be returned forthwith to GCS or Authorized Distributor and exchanged for similar Equipment which shall be rented pursuant hereto as though it had been the original Equipment.

7. **COVENANTS OF HIRER** During the term of this Agreement Hirer covenants and agrees; (a) to assume complete responsibility for control of the physical operation of Equipment in accordance with the terms of the Wireless Telegraphy Act and Regulations made there under; (b) to observe and abide by all

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applicable statutes, laws, ordinances, rules and regulations of any government or duly constituted public authority at any place where Equipment is located, and to hold GCS harmless from liability or loss by reason of any asserted or established violation thereof and by reason of any damage to persons or property arising from Hirer's use or operation of Equipment: (c) to permit GCS upon request to inspect Equipment at all reasonable times; (d) not to allow Equipment to be used by any unauthorized person; (e) not to mortgage, pledge, grant a security interest or otherwise encumber Equipment; (f) not to alter, change or abandon Equipment; (g) not to permit Equipment to be used for any illegal purpose; (h) not to purport to sell sublet nor otherwise dispose of Equipment in any manner whatsoever nor without the consent of GCS to assign or otherwise dispose of Hirer's rights or obligations under this Agreement; (i) at all times to exercise care to prevent damage to or destruction or loss of Equipment (including ensuring the secure lock-up of the Equipment) and in the event of the loss or destruction of Equipment or its becoming non-functional by reason of the neglect or default of Hirer then, except where the loss or damage is covered by Insurance, Hirer shall upon the demand of GCS which may be made in addition to each and every other remedy of GCS herein contained pay to GCS the cost of GCS of replacing such Equipment together with liquidated damages equivalent to one (1) month's rental on the lost, destroyed or non-functional Equipment; (j) upon the termination of this agreement howsoever arising to return equipment to GCS or authorized distributor in functional and good order and condition and obtain from GCS a written receipt for same. In the event of hirer not so returning equipment immediately upon termination then in addition to the remedies set out in condition 8, damages shall be payable to GCS by hirer equal to the amount of rent which would have been payable hereunder from the date of termination until the date of actual return of equipment to GCS had this agreement not been terminated.

8. DEFAULT AND REMEDIES Time is of the essence of this Agreement, and if Hirer defaults in the payment of any sum due hereunder or in the performance of any other agreement or obligation herein contained or Hirer becomes insolvent or bankrupt or admits in writing inability to pay Hirer's debts as they mature, or makes an assignment for benefit of creditors, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any other law for the relief of debtors are instituted by or against Hirer or if Equipment is levied upon or is otherwise seized or taken from Hirer by or on behalf of any other person each of which events is hereby called "an event of default" then GCS may at any time thereafter by written notice to Hirer immediately terminate this Agreement and/or declare the rent payable in respect of the unexpired term of this Agreement immediately due and payable. Property in the Equipment shall at all times remain with GCS and in an event of default GCS after giving the hirer seven (7) days written notice as herein provided may

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retake and hold possession of Equipment before, pending or after any action to recover any sums hereunder, free from all claims whatsoever by, through or under Hirer and GCS may with or without notice and with or without legal process enter upon any premises where Equipment or any part thereof may be found recover Equipment using such force as may be reasonably necessary so to do, and repossess Equipment without prejudice to any other remedy which it might have on account of Hirer's default; and GCS may as a matter of right retain all payments made hereunder and recover in full rent declared due and payable as aforesaid as well as other damages, if any, that GCS may have sustained as a consequence of Hirer's default, and neither the recovery of a judgment in such action or the collection of any portion of such rent or such damages shall be deemed inconsistent with or to waive or prevent any other right or remedy of GCS herein above provided for or referred to or existing under applicable law, it being understood and agreed that each and all of the rights and remedies of GCS in this Agreement are cumulative to and not in lieu of each and every other such right and remedy. Any provision hereof prohibited by applicable law shall be ineffective to the extent of any such prohibition but no other provisions hereof shall thereby be invalidated. Notwithstanding the foregoing Hirer agrees that where and to the extent the conflicting or prohibiting provisions of applicable law may be waived by Hirer, such provisions are hereby waived.

9. EXCLUSION OF LIABILITY HIRER AGREES THAT GCS SHALL NOT BE LIABLE FOR AND HIRER SHALL KEEP GCS INDEMNIFIED AGAINST THE LOSS OR DAMAGE SUFFERED BY HIRER OR ANY OTHER PERSON FIRM OR CORPORATION OCCASIONED DIRECTLY OR INDIRECTLY BY THIS AGREEMENT AND SHALL INCLUDE BUT SHALL NOT BE LIMITED TO MECHANICAL FAILURE OF EQUIPMENT POWER FAILURE, AND DISRUPTION OR DISCONTINUANCE OF IRIDIUM OR TELSTRA OR OTHER CARRIER SERVICES. IN THE CASE OF SATELLITE TELEPHONY SERVICE GCS IS IN NO WAY LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY NON RECEPTION OF SATELLITES IN ANY PARTICULAR GIVEN PLACE OR TIME. LACK OF SATELLITE COVERAGE IS OUTSIDE OF GCS CONTROL AND NO CLAIMS FOR ANY DENIAL OR LOSS OF SERVICE WILL BE CONSIDERED.

10. AVAILABILITY From time to time Equipment may not be available at the commencement date due to loss destruction or non-operation. This Agreement shall be severable with respect to such Equipment but in all other respects shall bind the parties. GCS will use its best endeavors to supply the whole of the Equipment at the earliest possible time but shall be under no obligation to do so.

11. NOTICES Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by certified mail in a sealed envelope, postage prepaid,

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addressed in the case of GCS to its Head Office at Post Office Box 2272 BOULDER, Western Australia 6432 and addressed in the case of Hirer to its address as advised on Hirer Documents. Any such notice or demand shall be deemed to have been given or made at the time it is deposited with Australia Post. GCS or Hirer may from time to time designate any other address for this purpose by written notice to the other party.

Witness _____

Witness Name _____

Dated _____

At _____

12. **WAIVER** Failure or delay on the part of GCS to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

13. **PRIOR NEGOTIATIONS** This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements in connection with the subject matter hereof.

14. **AMENDMENT** No revision of these Terms and Conditions shall be valid unless made in writing and signed by an officer of GCS and an authorized agent of Hirer. Revisions to Start Date, Finish Date, Equipment, and Hirer details will be valid upon the reissuing of this Agreement by GCS and signed acceptance by an authorized agent of Hirer.

15. **LAW AND JURISDICTION** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Western Australia. The courts of the State of Western Australia shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement, save that GCS shall retain the right to bring proceedings against the Hirer in the courts in any other state or country which has jurisdiction.

16. **CANCELLATION PRIOR TO RENTAL PERIOD**
Should the hirer cancel the agreement prior to commencement or prematurely for the booked period of the rental term, then the hirer may incur a cancellation fee equivalent to 50% of the rent for the Equipment by way of liquidated damages and not as a penalty.

Statement of Hirer

I, _____
And agree to the terms and conditions of Hire of Equipment from Global Communication Services.

Signed _____