

Inspire IT

Equipment Rental

Additional General Terms and Conditions

OWNERSHIP OF EQUIPMENT

- a) We are the owner of the Equipment. You only have the right to use it.
- b) For the purposes of this Rental Agreement, Equipment includes hardware and software.
- c) You must protect our ownership of the Equipment and not attempt to sell, hire or deal with it in any way other than in accordance with this agreement.

DISCLAIMER OF WARRANTIES

- a) Upon delivery of the Equipment you must inspect it and satisfy yourself that it is in good operating order and condition.
- b) You must rely on your own judgment as to:
 - i) the quality and condition of the Equipment and its fitness and suitability for any particular purpose; and
 - ii) the performance of services provided by third parties.
- c) No warranties are given in relation to the Equipment or any services other than those implied by law.
- d) To the extent permitted by law, damages for breaches of warranties implied by law are limited to repair or replacement of the Equipment or the re-supply of the services.
- e) We exclude all liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.
- f) No salesman or agent of the seller of the Equipment is authorised to act as our agent or change any term of this Rental Agreement or to make any warranties or representations about it, oral or otherwise.

CORRECTION OF ERRORS

You authorise us to complete any blank fields or correct any errors in this Rental Agreement (including inserting serial numbers, model numbers, the Start Date, Payment Date and Contract Number).

PAYMENTS

- a) If there is a First Rental Amount shown on the Rental Agreement, you must pay the First Rental Amount on the first Payment Date and the Total Monthly Rental Payment shown on the Rental Agreement each subsequent month for the full Agreed Term. If not you must pay to us the Total Monthly Rental Payment shown on the Rental Agreement each month for the full Agreed Term.
- b) If the Date Goods Taken is before the Start Date you acknowledge that the Agreed Term will commence on the Date Goods Taken and will be longer than the term shown on the Rental Agreement by the number of days between the Date Goods Taken and the Start Date. The End Date will not change.
- c) Payments are due monthly in advance.
- d) If the Payment Date falls on a weekend or public holiday, payment is due on the next business day.
- e) Unless we otherwise agree, all payments must be made by direct debit from your bank account or credit card.
- f) All payments, once paid, are not refundable for any reason.
- g) If there is any change to the amount of Stamp Duty or GST payable or if any other taxes or government charges become payable in respect of this Rental Agreement, you agree that we may adjust the Total Monthly Rental Payment accordingly.
- h) You are unconditionally bound to pay all amounts due under this Rental Agreement in full without set-off or counterclaim, and without any deduction in respect of taxes, unless prohibited by law, on any account whatsoever. This obligation continues no matter what happens, even if the Equipment is lost, stolen, damaged or destroyed, if it is defective or if you can no longer use it.

USE AND MAINTENANCE OF EQUIPMENT

- a) You must keep the Equipment in good repair, condition and working order, normal fair wear and tear accepted, and must supply all parts and servicing required.
- b) You must use, service and maintain the Equipment in accordance with the manufacturer's instructions and recommendations.
- c) You may modify the Equipment only with our consent.
- d) If we tell you that we will repair damaged Equipment, we will, at your request, lend you equipment (the Loaner Equipment) while the damaged Equipment is being repaired subject to the following conditions:

- (i) the Loaner Equipment will be of the same class of equipment as the damaged Equipment (for example, if the damaged Equipment is a laptop computer the Loaner Equipment will be a laptop computer) but the Loaner Equipment may not be identical to the damaged Equipment (in brand, size or technical specifications);
- (ii) you may only request Loaner Equipment if the damaged Equipment is a computer with an original invoice price over \$500.
- (iii) you may request Loaner Equipment on more than one occasion but you may only have Loaner Equipment for an aggregate of 60 days within the term of your agreement; (this includes the period after you have made the Extend Optional Payment (if applicable));
- (iv) Subject to some exceptions for remote areas, we will deliver Loaner Equipment to, and collect the Loaner Equipment from, anywhere within Australia;
- (v) If your request is made during normal business hours and delivery is to an Australian metropolitan area, we will make reasonable efforts to deliver Loaner Equipment to you within 1 business day of your request (our ability to do this will depend on a number of factors including, the equipment we have in our storage facility).
- (vi) Loaner equipment is subject to availability of equivalent equipment in our warehouse.

LOCATION AND INSPECTION

- a) Other than portable equipment, you must not move the Equipment from its location noted on the Rental Agreement without our prior written consent.
- b) You agree to provide our authorised agents and us with reasonable access to inspect the Equipment to confirm its existence, condition and proper maintenance.
- c) If you fail to provide access to us and/or our authorised agents, we have the right, subject to compliance with any applicable law, to enter the premises, or authorise our agents to enter the premises, where we believe the Equipment is located in order to confirm its existence, condition and proper maintenance.

DEFAULT

You will be considered to be in default and to have repudiated this Rental Agreement if you:

- a) do not pay in full any Total Monthly Rental Payment or any other amounts;
- b) become insolvent, bankrupt or become subject to any arrangement or composition, or as a company or business you enter administration, receivership, liquidation or external administration; or
- c) sell, dispose or encumber the Equipment or attempt to do any of those things.

RETURN OF EQUIPMENT

- a) On termination of this Rental Agreement, at the end of the Agreed Term you must, return the Equipment at your expense to a place within Australia that we nominate, together with all software specified in the Rental Agreement, all CDs, DVDs, accessories and manuals, in as good condition as the Equipment was delivered to you, except for normal fair wear and tear.
- b) It is your responsibility to remove any personal data and software not specified in the Rental Agreement that is stored on or in the Equipment before returning it to us.
- c) We expressly deny all liability for any consequences arising from your failure to remove such information.
- d) If any Equipment is returned to us other than in accordance with paragraph (a), you must pay to us the difference between the fair market retail value of the Equipment as returned to us and the fair market retail value of the Equipment as it should have been returned to us.
- e) If any Equipment is returned to us other than in accordance with paragraph (b), you must pay to us, calculated at our standard rates, for our services required to remove any personal data in accordance with paragraph (b).
- f) If you do not return the Equipment as required you must continue (including after the Agreed Term) to pay a total Monthly Rental Payment on each monthly anniversary of the last Payment Date until the equipment is returned.

INSURANCE OF EQUIPMENT

- a) You must maintain appropriate insurance for replacement of the equipment whilst the equipment is provided under this agreement.

REPOSSESSION OF EQUIPMENT

- a) If you fail to pay any Total Monthly Rental Payment (including the First Rental Amount, if applicable) or if you fail to return the Equipment when you are required to do so under this Rental Agreement, in addition to our other rights, we or our authorised agents may, subject to complying with any applicable law, take all

necessary steps to enter any premises where we believe the Equipment may be located and repossess the Equipment.

b) Subject to complying with any applicable law, we may sell any repossessed Equipment at any time.

c) If we have not terminated this Rental Agreement, you may collect the Equipment from us only if you have paid all amounts payable under this Rental Agreement and the Agreed Term has ended.

END OF TERM OPTIONS

(a) You may notify us that at the end of the Agreed Term you would like to:

(i) (Return the Equipment) return the Equipment to us;

(ii) (Swap & Update) return the Equipment to us and update to new equipment by establishing a new rental agreement.

(v) (Own the Equipment) make us an offer to purchase the Equipment at any price you see fit (which we are free to accept or reject). If we accept your offer you will own the Equipment. GST will apply to the purchase price.

(b) Notice must be given:

(i) if you would like to return the Equipment or Own the Equipment, at least 30 days before the end of the Agreed Term;

(ii) if you would like to Swap and Update, within 3 months of the end of the Agreed Term;

(c) If you do not give us notice, then the rental agreement will continue on a monthly basis until such time either party terminates the agreement.

(d) If you give us notice that you would like to Update:

(i) we may provide you with a new rental agreement giving you the right to use equipment having a value equal to or greater than the value of the Equipment on the Start Date. On receipt of your signed copy of the new Rental Agreement and provided we have received all amounts owing under this Rental Agreement at that date, you will not be required to make any further payments to us under this Rental Agreement; or

(ii) we may notify you that we will not Update the Equipment, in which case you may return the Equipment or make us an offer to Own the Equipment.

COMMISSIONS

a) You must pay or reimburse us for:

i) all taxes (including GST) and stamp duties payable in connection with this Rental Agreement; and

ii) any expenses we reasonably incur in enforcing this Rental Agreement or incur because you have repudiated, terminated or breached this Rental Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Equipment and costs incurred in storing and disposing of the Equipment.

b) You must indemnify us for:

i) liability for any injury or death to any person or damage to any property arising directly or indirectly from the Equipment or its use, and

ii) a claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made against us in connection with the Equipment or its operation.

c) You agree that we may pay commissions or fees to any broker, agent, dealer or other person who introduces you to us, or us to you.

CHANGES TO THESE TERMS AND CONDITIONS

a) We may change these Terms and Conditions at any time by giving you not less than 30 days notice.

b) Any change shall not affect the amount of the Total Monthly Rental.

c) This notice may also be given to you by an advertisement in one or more newspapers circulating in your State or Territory.

EXCLUSIONS, ALLOCATION OF RISK AND INDEMNITY

a) We will not pay for, and you will assume and bear the risk of, any loss, theft or damage to any Equipment:

i) which is covered by a manufacturer's warranty or any other extended warranty or would have been so covered had that warranty not been voided;

ii) caused by mechanical and/or electrical breakdown of any kind;

iii) arising from theft, misappropriation, fraudulent, intentional or dishonest acts, or malicious damage by you, your employees, your family, any person who has unrestricted access to the Equipment, or any person to whom you have lent the Equipment or otherwise permitted to use the Equipment;

iv) arising from theft, attempted theft or loss:

- 1) from unoccupied premises;
- 2) from an unoccupied vehicle;
- 3) from any public place or any place where the public has regular access and where the Equipment was left unattended;
- 4) if the Equipment is used other than for a purpose for which it was designed, which we determine in our discretion; or
- 5) occasioned while in the custody or care of a person to whom you have lent, given or otherwise passed custody or care of the Equipment, including a family member, friend or courier;
- v) where the loss or damage is to software or data of any type what so ever or is caused by any computer virus, worm, Trojan or the like or any other software based malfunction;
- vi) for the costs of data programming, data reconstruction, data recovery or program installation or reconfiguration;
- viii) which are expendable or consumable items including fuses, lamps, batteries, bells, chains, tapes or ribbons or any other part of any Equipment which requires periodic or frequent replacement.

INCIDENT NOTIFICATION

- a) If any Equipment is stolen, you must promptly inform the police and promptly provide us with a copy of the police report.
- b) Within 14 days after the loss or damage occurring, you must complete an Incident Notification form and send it to us.

EARLY TERMINATION

- a) By paying to us the Termination Amount, you may return the Equipment and terminate this Rental Agreement.
- b) Until you return the Equipment, you must continue to pay the Total Monthly Rental Payments when due.
- c) Until you pay the Termination Amount, whether or not you have returned the Equipment, you must continue to pay the Total Monthly Rental Payments.

TERMINATION

If you repudiate this Rental Agreement, we may give you notice terminating this Rental Agreement, and then you must immediately:

- a) pay to us the Termination Amount, which amount you agree is a genuine pre-estimate of the loss that we will suffer by reason of your breach and repudiation of this Rental Agreement; and
- b) return the Equipment to us.

TERMINATION AMOUNT

The Termination Amount is:

- a) all overdue Total Monthly Rental Payments (including the First Rental Amount, if applicable); plus
- b) the present value of all remaining Total Monthly Rental Payments for the balance of the Agreed Term; plus
- c) any liquidated damages payable and any other amounts payable under this Rental Agreement; plus
- d) if the Equipment is not returned to us, the estimated fair market value of the Equipment as at the end of the Agreed Term.