

Rentals *Plus* Equipment Rental Agreement

Bromic Agreement Checklist

(Please Complete)

- Driver Licence Verification Completed (please attach copy)
- Insurance Details Provided
- Signed Equipment Rental Agreement
 - Dated & Witnessed Correctly
 - Signed Privacy Consent & Acknowledgement
 - Guarantors
- Direct Debit Form Completed

Acknowledgement of Key Terms

(Please Complete)

I confirm that:

- I have read and understand the Bromic Equipment Rental Agreement "Terms & Conditions"
- I have read and understand Clause 12.1 of this Agreement

Customer Name: _____ Signature: _____ Date: ____ / ____ / ____

FOR OFFICE USE ONLY

Agreement # _____

Customer Name _____

PPSA Registration # _____

Head Office
Ingleburn Post Shop PO Box 414,
Ingleburn, Sydney, NSW 1890
Australia

ABN 88 001 648 979

RENTAL AGREEMENT - TAX INVOICE

This Rental Agreement is submitted pursuant to the "Equipment Rental Agreement" and "Equipment Rental Agreement Terms and Conditions" between Bromic Pty Ltd ABN 88 001 648 979 ("we" or "us") and Customer named below ("you"). By submitting this Rental Agreement, you offer to rent from us the Equipment described at Annexure A. Upon acceptance of this rental Agreement, a Rental Agreement will come into effect between you and us on the terms set out in this Agreement (including any special conditions set out in this Agreement). This will constitute a valid tax invoice for rent payments on the earlier of the scheduled payment date or actual date of payment.

Renter(s) Information

Name of Company:	ABN:		
Trading As:			
Billing Address:	State:		
Postcode:	Telephone #:	Mobile #:	Fax #:
Full Name Primary Contact:			
Email:	Website:		
Year Established:	Accountant:	Number of Employees:	
Type of Entity:	<input type="checkbox"/> Company	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership
Business Activity: (eg cafe, restaurant)			
Are Premises:	<input type="checkbox"/> Owned	<input type="checkbox"/> Leased / Rented	
Landlord / Management:			
Telephone #:	Fax #:	Email:	
Trade/Credit Reference 1:	Telephone #:	Contact Name:	
Trade/Credit Reference 2:	Telephone #:	Contact Name:	

Driver Licence Verification (for Sole Traders & Partnerships ONLY)

Primary Contact Driver Licence #:	State of Issue:	Expiry Date: / /
Name:	DOB: / /	
Address:	Postcode:	State:

TO BE COMPLETED BY BROMIC ACCOUNT MANAGER. I certify I have identified and verified the owner of the Driver's Licence, and that a copy is attached to this document (Annexure A).

Signature:	Name: (Print)	Date: / /
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Directors / Partners / Proprietor Details

1) Surname:	Given Name(s):	Home Telephone #:	D.O.B: / /
Residential Address:		State:	Postcode:
Email:		Drivers Licence #:	
2) Surname:	Given Name(s):	Home Telephone #:	D.O.B: / /
Residential Address:		State:	Postcode:
Email:		Drivers Licence #:	

Guarantor's Declaration

We request Bromic to supply goods and services from time to time to the renter and in consideration of that I/we jointly and severally guarantee to Bromic due payments by the renter and all obligations arising from the supply of those goods and services in accordance with clause 14 of this Agreement.

1) Full Name:	ABN:		
Address:	State:	Postcode:	
DOB: / /	Drivers Licence #:	Telephone #:	
Home Owned: <input type="checkbox"/> Y <input type="checkbox"/> N Value \$:	Mortgaged: <input type="checkbox"/> Y <input type="checkbox"/> N	Amount \$:	Renting: <input type="checkbox"/> Y <input type="checkbox"/> N
2) Full Name:	ABN:		
Address:	State:	Postcode:	
DOB: / /	Drivers Licence #:	Telephone #:	
Home Owned: <input type="checkbox"/> Y <input type="checkbox"/> N Value \$:	Mortgaged: <input type="checkbox"/> Y <input type="checkbox"/> N	Amount \$:	Renting: <input type="checkbox"/> Y <input type="checkbox"/> N

Where the Guarantor is an incorporated entity, authorised signature signing for and on behalf of guarantor

Guarantor Signature

1) Guarantor Signature:	Name (Print):	Date: / /
2) Guarantor Signature:	Name (Print):	Date: / /

I confirm that I have read the Equipment Rental Agreement and agree to guarantee the obligations of the Customer

Insurance Details:

Name of Insurer:	Policy #:	Paid to:	Date: / /
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You must arrange and keep the Equipment insured against loss and all other normally insured risks for its full replacement value during the entire rental Agreement. (see Clause 8.4) Bromic Refrigeration has the right to require a copy of your certificate of currency (COC)

Privacy Act Authorisation

What is this statement about?

Your right to privacy is important to us. This statement explains your privacy rights and our rights and obligations in relation to your personal information.

The Privacy Act regulates the way Bromic Pty Ltd ("we") use personal information provided about you. Please read the following carefully as it sets out how we may use information about you.

In compliance with the Commonwealth Privacy Amendment (Enhancing Privacy Protection) Act (No 197 of 2012) and Section 271 of the Privacy Act 1988 before we collect personal information from you for the purpose of a finance application, we have an obligation to supply you with certain privacy information.

Name of Credit Provider:

Bromic Pty Ltd A.B.N. 88 001 648 979
10 Phinney Place, Ingleburn, NSW 2565
Phone: 1300 285 724 Fax: 1300 735 115

A) ACKNOWLEDGEMENT OF DISCLOSURE OF CREDIT INFORMATION TO A CREDIT REPORTING AGENCY:

Name and contact details of the Credit Reporting Agency - Veda Advantage Phone: 1300 921 621
www.veda.com.au

I/We acknowledge that section 18E(8)(C) of the Privacy Act and section 21C of the Privacy Amendment Act allows for the above named Credit Provider to give the nominated Credit Reporting Agency certain personal information about my/our application for finance.

The personal information that may be provided to a Credit Reporting Agency may include:

- Particulars about me which allow me to be identified;
- The fact that I have applied for credit and the amount;
- The fact that you are a current credit provider to me;
- Payments which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by me for \$100 or more which have been dishonoured more than once;
- Your opinion that I have committed a serious credit infringement;
- Advice that credit provided to me by you has been paid or otherwise discharged

By virtue of this acknowledgement, I/We understand that the above mentioned Credit Provider has informed me/us of its disclosure policy to a Credit Reporting Agency about me/us and I/We so authorise this disclosure.

B) Agreement/AUTHORITY FOR CREDIT PROVIDER TO PERFORM CERTAIN PERMITTED ACTIONS CONCERNING A FINANCE APPLICATION OR TRANSACTION

- I/We agree that, if it is considered relevant in assessing my/our application for personal credit, the above named Credit Provider may obtain a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons
- I/We agree that if it is considered relevant in assessing my/our application for commercial credit, the above named Credit Provider may obtain from a Credit Reporting Agency, a credit report containing personal credit information about me/us
- I/We agree that, if it is considered relevant to collecting overdue payments in respect of commercial credit provided to me/us, the above named Credit Provider may receive from a Credit Reporting Agency a credit report containing personal information about me/us.
- I/We agree that the above named Credit Provider may give to and seek from any credit providers named in the accompanying Agreement and any other credit providers that may be named in a personal or commercial credit report issued by a Credit Reporting Agency or a Commercial Credit Reporting Agency respectively, information about my/our personal and commercial credit arrangements. I/We understand this information about my/our credit worthiness, credit standing, credit history or credit capacity is credit information that credit providers are allowed to give or receive under the Privacy Act or Privacy Amendment Act.

C) ACKNOWLEDGEMENT OF DISCLOSURE OF THE CREDIT PROVIDER'S COLLECTION AND HANDLING OF PERSONAL INFORMATION AND CREDIT ELIGIBILITY INFORMATION (INFORMATION SUPPLIED BY A CREDIT REPORTING AGENCY)

- Should the above named Credit Provider obtain personal information from someone other than the individual, and you may not be aware that the Credit Provider has collected personal information, the Credit Provider will advise you of the collection, the information collected and the circumstances of the collection.
- The primary purpose of collection of this information is to assess your suitability, as an individual or guarantor for the provision of credit and future identification. This personal information you supply may be utilised at a later date for Bromic Pty Ltd, or any of its associated divisions or organisations to market products or services, direct to you/yourself. You/Yourself may decline at any time to receive promotional material.
- If you do not supply Bromic Pty Ltd with the information requested, we may be unable to process your application for credit or assist you if you wish to obtain information by telephone, email or fax at a later date.
- In certain circumstances Bromic Pty Ltd may disclose the personal information you supply to:
 - A debt collection agency or agent.
 - Another credit provider who is bound by the same privacy principals we follow.
 - Any contractor or organisation that provides administration services or activities on our behalf. In these circumstances we ensure that the third party is bound by the same privacy principals we follow.
 - Any organisation we are required or authorised by law to disclose personal information.
- Bromic Pty Ltd has a corporate privacy policy which can be obtained from this branch, on request. This corporate privacy policy contains information:
 - How an individual may access personal information held by Bromic Pty Ltd and seek the correction of such information.
 - How an individual may complain about a breach of the Australian Privacy Principals or an Australian Privacy Principal Code that may bind Bromic Pty Ltd and how Bromic Pty Ltd will deal with such a complaint.
 - Whether Bromic Pty Ltd is likely to disclose personal information to overseas recipients.
 - If Bromic Pty Ltd do disclose personal information to overseas recipients - specify where those countries are located.

I further acknowledge that this consent will continue unless you have accepted in writing my revocation of it. I acknowledge that such acceptance would be subject to me having met all outstanding obligations in this Agreement.

Acknowledgement and Consent of Guarantor(s)

By signing this acknowledgement I acknowledge and consent to the following: 1. I have read the acknowledgement and consent set out above and understand that it applies equally to me as guarantor(s). 2. I acknowledge that you may seek a credit report concerning me from a credit reporting agency and all other information as set out above for the purpose of assessing whether to accept me as a guarantor for the finance commitments of the above named Lessee(s). I agree that this Agreement remains in force until the attached Agreement, which I hereby guarantee, ceases.

Privacy Consent:

	(Print Name)	Signature	Date	Position
Renter	1)		/ /	
Director	1)		/ /	
	2)		/ /	
Guarantor	1)		/ /	
	2)		/ /	

Bromic Refrigeration - Equipment Rentals Agreement Terms and Conditions

1. Definitions

- 1.1 "Agreement" means this Agreement and any current or subsequent annexures.
- 1.2 "Business day" means any day (other than a Saturday or a Sunday, or a public holiday) we are open for business in the place we sign this Agreement.
- 1.3 "Commencement Date" means the day on which the Equipment is delivered to you.
- 1.4 "Equipment" means the Equipment specified in this Agreement.
- 1.5 "GST" means any goods and services tax payable by us on each taxable supply in connection with this Agreement or its subject matter, levied under *A New Tax System (Goods and Services Tax) Act 1999* and related legislation.
- 1.6 "Guarantor" means any person who is named as the Guarantor and, if there is more than one, means each of them separately and every two or more of them jointly.
- 1.7 "Including", when introducing a list of items, does not limit the meaning of the words to those items or to items of a similar kind.
- 1.8 "Initial Payment" means the total of one month's rent plus the total other or one-off payments and the Security Bond, as these amounts are specified in Annexure C to this Agreement.
- 1.9 "Insolvent" means bankrupt, insolvent, in receivership, in liquidation, in provisional liquidation, under official management or administration, wound up, subject to any arrangement, assignment or composition or protected from any creditors under any statute.
- 1.10 "Person" includes firm, partnership, committee, and incorporated and unincorporated bodies.
- 1.11 "Security Bond" means the amount referred to in clause 4 of this Agreement.
- 1.12 "Term" means the term of this Agreement.
- 1.13 "We", "our" and/or "us" means Bromic Pty Ltd ACN 001 648 979 and its successors and assigns.
- 1.14 "You" means the entity or person or, if more than one, persons named as the Customer; if you are a trustee, you warrant that you enter into this Agreement with all necessary power and for a proper purpose, are liable personally and in your position as trustee and, in respect of your obligations under this Agreement, have a right to be indemnified by the trust ahead of the beneficiaries; and "you" includes your successors and assigns to whom we have consented.
- 1.15 An obligation on the part of two or more persons binds them jointly and severally.
- 1.16 This Agreement is governed by the law of New South Wales ("NSW"). You and we submit to the non-exclusive jurisdiction of the courts of NSW.

2. Equipment, Delivery, Installation and Return

- 2.1 You affirm that the Equipment has been selected by you for your purposes.
- 2.2 You agree that the Equipment is being rented from us wholly or mainly for a business carried on by you.
- 2.3 You agree that the Equipment supplied under this Agreement is not acquired for personal, domestic or household use or consumption.
- 2.4 Legal title to the Equipment remains with us and the Equipment always remains our property.
- 2.5 You have the right to use our Equipment as governed by this Agreement.
- 2.6 You may never assert any other interest in the Equipment other than the right to use it governed by this Agreement.
- 2.7 At your cost we will deliver and install the Equipment and pick-up the Equipment for return at the conclusion or termination of this Agreement.
- 2.8 You must not attach the Equipment to any property without our consent. If it is attached to land, it does not become a fixture and you hereby confirm we can still remove it in accordance with this Agreement.
- 2.9 You confirm that you have selected units of an appropriate size to fit the intended location and that you have checked the location for adequate ventilation and clear ingress. Any costs incurred as a result of unit(s) being unsuitable for a location will be paid by you.

2.10 You hereby agree:

- a. You alone are responsible for examining the Equipment before accepting it and for satisfying yourself about it, including:
 - i. its compliance with its description; and
 - ii. its condition, suitability and fitness for your purposes.
- b. you have not told us or anyone else the particular purpose for which you require the Equipment.
- c. we have not made any representation, warranty or undertaking about the condition or quality of the Equipment, its suitability or fitness for your purposes, or its safety; and
- d. you have not relied on our skill or judgement in deciding to enter into this Agreement.

3. Use, Location and Relocation

- 3.1 You must not move the Equipment from the Equipment location noted in this Agreement without our express consent in writing.
- 3.2 At your request and expense we will move the Equipment to an approved new location.
- 3.3 You must use the Equipment only in your business operations and for the purpose for which it is designed.
- 3.4 When we give instructions for use, the Equipment must be used in accordance with those instructions.
- 3.5 You must ensure that the Equipment is used and maintained in accordance with the manufacturer's instructions and recommendations.

4. Security Bond

- 4.1 When requested by us and before delivery or installation of the Equipment you must pay us the Security Bond.
- 4.2 We will refund to you the Security Bond on the valid termination or expiry of this Agreement subject to the following conditions:
 - a. We can apply any part or the whole of the Security Bond towards satisfaction of any amount payable to us under this Agreement or by you or any guarantor whatsoever (despite any description of the Security Bond as applying to any location or particular Equipment or amount); and
 - b. Without limiting the generality of the foregoing, we can apply the Security Bond or any part of it to costs for damage, replacement parts and repair to the Equipment, cleaning of the Equipment, insurance policy excesses for claims by us resulting from your breach of this Agreement, loss of rent, transport and storage or any other loss which would not have been incurred had you completed this Agreement, and no application of any part or the whole of the Security Bond will constitute a waiver of any claim not fully satisfied by the Security Bond.
- 4.3 Should you become Insolvent or enter Administration, title to the Security Bond is irrevocably surrendered to us.

5. Repairs and Maintenance

- 5.1 You are responsible for maintaining the Equipment in a clean and hygienic condition. This includes regular cleaning of condensers (minimum every 3-months).
- 5.2 If we are requested or required in our absolute discretion to clean the Equipment (eg as a result of spillage) you will be charged at our normal rates whether or not as a result of a service call.
- 5.3 We will attend to essential faults, such as failure to maintain correct temperature, within a reasonable time from your call. Non-essential faults will be attended to during normal working hours which are currently, but subject to change, 8.00am to 4.00pm Monday to Friday, excluding public holidays.
- 5.4 Any non-essential service provided at your request outside these hours will be subject to after-hours labour charges.
- 5.5 The classification of faults into essential or non-essential will be at our sole discretion.
- 5.6 You are responsible for the costs of repairs necessary as a result of vandalism, damage, misuse or neglect which has been caused by you or while the Equipment is in your care.

- 5.7 You are responsible for the cost or replacement of broken glass on the Equipment which has been caused by you or while the Equipment is in your care.
- 5.8 You are responsible for the cost of the replacement of lighting in the Equipment.
- 5.9 You will be required to pay for the installation of any accessories on the Equipment that you request. Legal title to any accessories so installed remains with us and the accessories will always remain our property.
- 5.10 Only our service personnel or service contractors engaged by us may service or repair the Equipment.
- 5.11 We will not accept claims for any unauthorised service performed on the Equipment and you will be liable for any rectification work required as a result of unauthorised service work.
- 5.12 Anyone other than a Bromic authorised person repairing or servicing our Equipment constitutes a material breach of this Agreement.
- 5.13 We may refuse to service the Equipment if any rental payments are overdue by more than five business days.
- 5.14 We will not be liable for any loss that you may suffer as a result of our failure to effect a repair, for any reason, or for loss of product or trade or for any damage caused to property as a result of any malfunction of the Equipment.
- 5.15 If any unit rented by you malfunctions to the extent that it is irreparable, Bromic reserves the right to Terminate this Agreement and to offer you a new product under a new Annexure to this Agreement.
- 5.16 We will charge you for any repair or service required on the Equipment caused by your misuse, neglect or negligence.
- 5.17 You will be responsible for the transport costs of technicians and parts for any servicing on any islands or locations outside the mainland of Australia (including Tasmania).

6. Inspection of Equipment

- 6.1 You must allow us, or our representative, during normal business hours, to enter the place where the Equipment is to inspect its condition or check whether the terms of this Agreement are being complied with or exercise any of our rights under this Agreement.
- 6.2 You must notify us immediately if any of the Equipment is:
- stolen;
 - lost;
 - destroyed; or
 - damaged.
- 6.3 You must pay us on the next payment date after the Equipment is stolen, lost, destroyed or damaged (to the extent that repair is impracticable or uneconomical), in addition to any rent instalment or other amounts due up to that date, including the replacement value of the affected Equipment.
- 6.4 This Agreement terminates in relation to the affected Equipment when you make payment under clause 6.3.

7. Payment

- 7.1 Upon entering this Agreement, you must make the Initial Payment as defined in clause 1.8, unless otherwise agreed.
- 7.2 After the Initial Payment has been made, payments will be made every 14 days from the date of this Agreement unless otherwise agreed.
- 7.3 You must make all regular payments by direct debit to our bank account. All payments are required to be made by the due date. Any other payments required under this Agreement must be made as directed by us from time to time.
- 7.4 Your obligation to pay the rent is absolute and unconditional and you must not withhold any payment under this Agreement, or make a deduction from it, for any reason including because:
- the Equipment is damaged, does not operate, has not been serviced for any reason, or is not in your possession;
 - you claim to have a set-off, counterclaim, or other right against us or any other person.
- 7.5 You must pay interest on any money payable under this Agreement which is

overdue at a rate of two percentage points higher than the rate that is or would be charged to us by ANZ Bank on overdrafts from time to time.

- 7.6 Your obligation to pay an amount on the date it becomes due is not affected by any obligation you have to pay additional amounts which may become due and payable.
- 7.7 If the actual amount of stamp duty, GST and/or financial institutions duty in relation to this Agreement or the Equipment is greater than that included in the rent set out in any Annexure of this Agreement you must pay the actual amount of duty or GST.
- 7.8 If any payment made by you is dishonoured by your bank, we will charge you a dishonour fee of all bank charges plus a \$50.00 administration fee.
- 7.9 You must pay all further charges (including Dispatch Fees, Delivery Fees, Logistics, Administration and Restocking Fees), if we attempt to deliver goods to you and they are not accepted by you for any reason.

8. Your Duties and Obligations

- 8.1 You have entered this Agreement as a principal unless you have told us otherwise and you do not enter into this Agreement as trustee of any trust or settlement.
- 8.2 You must give us any information we ask for about:
- your financial position;
 - the Equipment.
- 8.3 Anything which you must do under this Agreement must be done at your cost.
- 8.4 You must ensure that neither you nor any guarantor becomes Insolvent. In the event that you become Insolvent, we may at our discretion terminate the Agreement and if we do so you are in default and we may elect to treat such default as repudiation under clause 11 of this Agreement.
- 8.5 You must insure and keep insured the Equipment for its full replacement value at all times.
- 8.6 You must insure and keep insured the Equipment with public liability insurance in an amount of at least \$10,000,000 at all times. Bromic Refrigeration may require a certificate of currency (COC).

9. PPSA

- 9.1 Unless otherwise defined in these terms and conditions, the capitalised words and expressions used in this clause have the meanings given to them in the Personal Property Securities Act 2009 (PPSA).
- 9.2 You acknowledge and agree to grant to us a Security Interest in the Equipment and its Proceeds, including any Accounts and Accessions, by virtue of clause 7 above.
- 9.3 You acknowledge that any retention of title supply pursuant to this rental Agreement attaches on delivery of the Equipment and constitutes a Purchase Money Security Interest as defined in the PPSA.
- 9.4 You agree that:
- these terms and conditions, and, subject to us giving you at least 30 days notice, such other terms and conditions as we may adopt from time to time, apply to the supply of Equipment by us to you to the exclusion of all other terms and conditions of sale or purchase to the extent permitted by law and constitute a Security Agreement pursuant to the PPSA;
 - no variation to this Agreement will be of any effect unless we agree in writing;
 - the Equipment supplied by us secures the payment of the rental price of that Equipment and of any other goods we supply with priority to the fullest extent permitted by law over all other registered or unregistered Security Interests;
 - you will do all things necessary in our reasonable opinion, including providing all information we require, to enable us to register a Financing Statement or Financing Change Statement on the Register as a Security Interest and/or a Purchase Money Security Interest;

- e. you will not change your name or ABN or other details required in respect of registration, or maintenance of registration, of each Security Interest on the Register without first notifying us in writing.
 - f. you waive your right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement in respect of any Security Interest created pursuant to this Agreement;
 - g. you must pay our costs of any discharge or necessary amendment of any Registration.
- 9.5 If the provisions of Chapter 4 of the PPSA would otherwise apply, to the maximum extent permitted by law, you agree that sections 129(3), 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply.
- 9.6 To the maximum extent permitted by law, you contract out of, and waive any rights you may have pursuant to, sections 95 and 96, and if the provisions of Chapter 4 of the PPSA would otherwise apply, sections 117, 118, 121(4), 123, 129(2) and 130 of the PPSA.
- 9.7 In addition to any other rights under this Agreement, we may exercise any and all remedies set out in the PPSA including, without limitation, entry into any building or premises owned, occupied or used by you, to search for and seize, dispose of or retain the Equipment in respect to which we have a Security Interest. In this regard you acknowledge that sections 126, 128, and 129(1) of the PPSA, relating to seizure of goods and disposal of seized goods, apply.
- 9.8 You agree with us that neither of us will disclose any confidential information of the kind referred to in section 275(1) of the PPSA and that this clause 9.8 constitutes a 'confidentiality Agreement' within the meaning of section 275(6) (a) of the PPSA.
- 9.9 You waive any rights you may have under section 275(7)(c) of the PPSA to authorise disclosure of any confidential information that is protected from disclosure under clause 9.8.
- 9.10 You appoint and authorise us as your attorney to sign in your name all documents which we reasonably consider necessary to enforce or protect our rights and powers under this Agreement and to protect, preserve and enforce our rights under the PPSA.
- 10. Rental Increases**
- 10.1 Bromic reserves the right to increase the rent we charge you in accordance with this Agreement from time to time. Bromic will give you 30 days notice of any change to the rent.
- 11. End of Term**
- 11.1 Unless, during the period not earlier than 90 days and not later than 60 days prior to the last day of the term of this Agreement, you notify us in writing that you wish to terminate this Agreement on that day, this Agreement shall automatically renew for a further term of 12 months. The provisions of this clause 10.1 shall also apply to any renewed term of this Agreement, except the rent may be increased by an amount determined by us in our absolute discretion (on giving you not less than 30 days notice of such increase in the rent). Should you not accept the increased rent you may terminate this Agreement on giving us not less than 30 days notice and such notice is given to us within 30 days of receipt by you of our determination of the increased rent.
- 11.2 If you decide to return the Equipment, you must on the last day of the term of the Agreement return the Equipment to us in good working order, and in good repair (fair wear and tear excepted) by allowing us to collect it at your expense.
- 11.3 If you decide to keep the Equipment or the rental Agreement for the Equipment is automatically renewed, you must continue paying rent instalments and GST including any increases as if this Agreement had not ended.
- 11.4 In any event we may, at our complete discretion, on giving you not less than 30 days notice terminate this Agreement on, and any time after, the last day of the term and collect the Equipment.
- 12. Repudiation**
- 12.1 It is a fundamental provision of this Agreement that none of the following events occurs:
- a. You default in a payment of any rent and continue in default for 7 days; or
 - b. You breach any of the terms of an insurance policy in relation to the Equipment; or
 - c. An insurance policy over the Equipment is refused or cancelled; or
- d. We discover a false statement or omission made by you in this Agreement; or
 - e. An application is made or resolution is passed to wind you up or you commit an act of bankruptcy; or
 - f. You become an externally-administered body corporate as that expression is used in the Corporations Act; or
 - g. You become Insolvent; or
 - h. Any act which you cause or permit threatens the safety, condition or safe keeping of the Equipment; or
 - i. You cease to carry on your business or your ownership or control materially changes; or
 - j. You part with possession of the Equipment.
 - k. You allow anyone other than a Bromic authorised repairer to in any way service or repair our Equipment.
- 12.2 You will repudiate this Agreement and we may terminate it by notice to you:
- a. if you do not comply with the fundamental provisions of this Agreement; or
 - b. if, in our opinion your actions suggest that you no longer intend to be bound by this Agreement.
- 12.3 If we give you notice of termination you must immediately make the Equipment available for pick-up by us in good working order, and in good repair (fair wear and tear excepted); and without prejudice to any remedies or damages available to us upon your default, we may at any time and without notice retake possession of the Equipment and there will forthwith at our option become due and payable by you to us the total ("the Payout Amount") of:
- a. all rent and any other money accrued due, but not paid, and the present value of the rent for the balance of the term (as liquidated damages for our loss of bargain) less an allowance calculated by us for our not having to service the Equipment during the balance of the term (if under this Agreement the servicing of the Equipment is at our cost); and
 - c. unless the Equipment is returned to us in good condition, a sum equal to the value of the Equipment as though it was in good condition.
- The present value of an amount is calculated by applying a discount (equal to the interest rate charged to us by ANZ on overdrafts from time to time less 2 percentage points) to that amount.
- 12.4 For the purposes of recovering possession and without limiting the generality of the foregoing, you irrevocably authorise and license us and our servants and agents to enter any premises where the Equipment may be stored and to take possession of the Equipment.
- 12.5 You also indemnify us for any costs we incur as a result of the early termination of this Agreement for any reason including legal costs on a full indemnity basis, costs of obtaining or attempting to obtain payment or otherwise enforcing this Agreement, costs of taking or attempting to take possession of the Equipment and any costs incurred by us or any financier in terminating or replacing any funding or hedging arrangements entered into by us or any financier in connection with the funding of our commitment to you under this Agreement.
- 12.6 Upon acceptance by us of your repudiation of this Agreement, we will take all reasonable steps to mitigate our loss by attempting to re-hire the Equipment for the balance of the term. We will give you credit for any amounts we receive from re-hiring the Equipment. Such credit (which is payable upon re-hire of the Equipment) is only payable after you have paid us the full amount payable under this Agreement. If the Equipment cannot be re-hired within one month after first being offered for re-hire, the amount of credit will be deemed to be zero.
- 13. Exclusion of Liability and Indemnities**
- 13.1 Representations and agreements not expressly contained herein or expressly given by us in relation to the Equipment shall not be binding upon us as conditions, warranties and representations. Subject to clause 13.8, all such conditions, warranties and representations on our part are hereby expressly negated and excluded;

- 13.2 We provide no warranty of any kind where the Equipment is installed and/or used in conjunction with the goods of a supplier other than us and deny all liability for any damage whatsoever suffered by any person arising from such use PROVIDED THAT our Equipment was free of safety defects at the time of delivery and any injuries or damages were not the result of any safety defect in our Equipment;
- 13.3 We shall be under no liability to you for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of us or our agents PROVIDED THAT the Equipment did not have a safety defect and any injuries are not the result of any safety defect in the Equipment;

You shall indemnify us against any claims made against us by any third party in respect of any such loss, damage, death or injury as is set out in subparagraphs 13.2 and 13.3 hereof PROVIDED THAT the Equipment did not have a safety defect, the injuries or damages are not the result of any safety defect in the Equipment and the loss, damage, death or injury arose in the course of your conduct of your business.

- 13.4 You shall indemnify us against any liability or loss (including environmental damage and personal injury) arising from your possession, operation or use of the Equipment or from any negligent or illegal act or breach of this Agreement by you or your contractors. This indemnity is a continuing obligation, separate and independent from your other obligations. It continues after this Agreement ends or is terminated. It is not necessary for us to incur expense or make a payment before we enforce a right of indemnity.
- 13.5 If you require that our products be delivered to your premises then we will enter the premises at your risk and will not be responsible for any accidental damage to your property or premises;
- 13.6 You further agree to indemnify us against all losses and expenses which we may suffer or incur due to your failure to fully observe your obligations under this Agreement;
- 13.7 Nothing contained in this Agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of the Equipment of all or any of the provisions of the Competition and Consumer Act 2010 or any relevant State or Territory Statute which by law cannot be excluded, restricted or modified PROVIDED THAT to the extent that any such statute permits us to limit our liabilities to compensate or indemnify any person for breach of a condition or warranty, then our respective liabilities for such breach shall be limited in the case of Equipment to the replacement of the Equipment with the same or equivalent Equipment or to the repair of the Equipment or payment of the cost of repair and in the case of services to the resupply of the services.

14. Guarantor

- 14.1 The Guarantor acknowledges and agrees that:
 - a. The Guarantor has read and understood the terms of this Agreement and has had the opportunity to seek independent legal advice in respect thereof;
 - b. The Guarantor unconditionally and irrevocably guarantees the punctual payment to us of all amounts that become owing to us by you on any account and the due and prompt observance and performance of all covenants, obligations, terms and conditions on your part pursuant to this Agreement;
 - c. The Guarantor unconditionally and irrevocably indemnifies us against any loss or cost we may suffer or incur due to a breach of this Agreement by you or the guarantee being voidable or unenforceable for any reason;
 - d. The Guarantor's obligation under this Agreement is a primary obligation and we are not obliged to enforce any right against you or any other person before demanding payment by the Guarantor;
 - e. The guarantee and indemnity provided herein is a continuing obligation and is not subject to any time or indulgence granted by us to you;
 - f. The Guarantor's liability is as a principal debtor;
 - g. The Guarantor must pay any amount due under this clause immediately upon demand by us; and
 - h. This guarantee and indemnity remains enforceable against the

Guarantor even if an event occurs which would otherwise have the effect of releasing the Guarantor from this guarantee. By way of example only, the Guarantor remains liable under this guarantee even if the terms of this Agreement are changed without the Guarantor's consent, or if we release you from your obligations under this Agreement, or if we give you extra time to pay, or an obligation under this Agreement is unenforceable for any reason.

15. Notices and other communications

- 15.1 All notices, certificates, consents and other communications in connection with this Agreement must be in writing.
 - a. They must be:
 - i. left at the address last notified or
 - ii. sent by prepaid post to the address last notified; or
 - iii. sent by facsimile to the facsimile number last notified.
- 15.2 If notices are sent by post, they are taken to be received on the third day after posting.
- 15.3 If notices are sent by facsimile, they are taken to be received at the time of sending unless the transmitting machine indicates that the facsimile was not sent or that there was an error in the sending. Production of a transaction report by the transmitting machine shall be sufficient evidence that the facsimile was sent at the time indicated on the report.
- 15.4 Notices take effect from the time they are received unless another time is specified in them.

16. General

- 16.1 You acknowledge that we may enter into this Agreement as agent for a finance company.
- 16.2 We may also transfer the Equipment or our interest in this Agreement, or give another person an interest in or form of security over either of them, without getting your consent.
- 16.3 We may exercise a right, remedy or power in any way we consider appropriate.
- 16.4 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.
- 16.5 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, remedy or power, whether or not caused by our negligence.
- 16.6 Our rights, remedies and powers under this Agreement are in addition to any other rights, remedies and powers provided by law independently of it.
- 16.7 Any termination does not affect any other right or remedy we have for amounts due to us which remain unpaid.
- 16.8 If a date for payment of money under this Agreement is not a business day, the money must be paid on the preceding business day.
- 16.9 You authorise us to complete any blank spaces in this Agreement and we may amend 'Annexure A' to this Agreement (if applicable) to correct any errors including the amount of the rent instalment. You will be bound by any changes we make provided we send you a written notice of the change within 14 days and you do not object within 7 days of receipt.
- 16.10 A term of this Agreement, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

17. Further Equipment

- 17.1 If after the date of this Agreement you ask us to supply further Equipment to you, then, provided you completed an additional 'Annexure A', we will hire the Equipment listed therein for the further rent therein stated and otherwise on the terms contained in this Agreement (mutatis mutandis).

Annexure B

EQUIPMENT REQUEST OR MOVEMENT FORM

AUTHORISED BY: Name: _____ Company: _____ Signature: _____

*please note required fields below to be completed accurately

(Signature only required if form is faxed. If you are submitting this form electronically, please refer to tick box at bottom of form and press "submit" button to send request)

Date of request*	
Remove or Install?*	Remove <input type="checkbox"/> Install <input type="checkbox"/>
Date of removal or install	\ \
Distributor Contact Name	
Distributor Contact Number	
Retail Site Full Name*	
Street Address*	
Suburb*	
State*	
Postcode*	
Site Contact Person*	
Contact Number*	
Site Contact Email*	
Door Entry Dimensions* (Can the unit fit through the door?)	
Lightbox infill brand (all equipment will be delivered with Customer's branding unless otherwise requested)*	
Date & Time of Delivery (requested/preferred date & time of pick up)	
Position of equipment (description and distance from power point and level floor)	
Electrical Power?*	
Stairs? (Access to site details i.e. street level, how many stairs?)	
Ceiling Height? (Approximate ceiling height to ensure adequate ventilation of equipment with "top mounted motor")	
Full Access? (will retail customer make full Access available for our delivery team? i.e. move counters, display shelves etc. if required?)	
Delivery Restrictions? (Any known restrictions for site delivery i.e. council restrictions during certain hours or shopping centre management limitations).	
Equipment Make & Model	

Annexure C

Equipment Rental Agreement - "Annexure C"

AUTHORISED BY: Name: _____ Company: _____ Signature: _____

*please note required fields below to be completed accurately
(Signature only required if form is faxed. If you are submitting this form electronically, please refer to tick box at bottom of form and press "submit" button to send request)

Tax Invoice
ABN 88 001 648 979

The annexure with an effective commencement date of/...../..... forms part of the Equipment Rental Agreement #..... dated/...../..... between Bromic P/L 123 208 908 and.....(ACN.....)

Location Name: _____ Cust Ref/ Purchase Order: _____
The customer requests Bromic Pty Ltd to supply the customer on rental, the items of equipment listed below ("the equipment"). This contract will constitute a valid tax invoice for rent payments on the earlier of either scheduled payment date or date of payment.

Equipment Details (deducted unless prior arranged)						
Item	Asset # (Office use only)	Term Months	Monthly Rental \$ (ex GST)*	Other \$ (ex GST)	Security Bond (SB) \$ (no GST)	The Equipment
						Make Model Serial #
1				Delivery: Installation: Decal: Other:		
2				Delivery: Installation: Decal: Other:		
3				Delivery: Installation: Decal: Other:		
Totals (ex GST)			\$	\$	\$	
TOTAL twice monthly Rental (inc. GST)			\$	\$	\$	\$
			A	B	C	A+B+C
			Total Other \$	Initial payment \$	Total SB \$	