



Application Booklet

FLEXILINE SETTLEMENT CHECKLIST

- Signed Rental Schedule**
 - Dated & witnessed correctly
 - Privacy Consent & Acknowledgement signed
 - Insurance details completed
- Direct Debit Form completed**
- Driver Licence Verification completed**
- Goods Delivery Confirmation completed**
- Read the Master Facility Agreement Terms & Conditions**

RENTAL SCHEDULE – TAX INVOICE

This Rental Schedule is submitted pursuant to the Master Facility Agreement dated / / between **Flexirent Capital Pty Limited** ABN 93 064 046 046 (“we” or “us” or “Financier”) and the Customer named below (“Customer”) (and, where applicable, each other Customer named in the Master Facility Agreement). The Customer by submitting this Rental Schedule offers to rent from the Financier the Goods described below. Upon acceptance of this Rental Schedule in accordance with the Master Facility Agreement, a rental agreement will come into effect between the Financier and the Customer on the terms set out in this Rental Schedule (including any special conditions set out in this Rental Schedule) and on the terms of the Master Facility Agreement.

Customer(s) Information

Full Name of Customer: _____ ABN: _____
 Trading As: _____
 Address: _____ State: _____ Postcode: _____
 Contact: _____ Telephone: _____ Mobile: _____ Fax: _____
 Email: _____ Website: _____
 Year Established: _____ Accountants: _____
 Business Activity: _____ Goods Location: _____
 Industry: _____ Number of Employees: _____
 Trade Reference: _____ Telephone: _____ Contact Person: _____

Guarantor(s) Information

Full Name: _____ ABN: _____
 Address: _____ State: _____ Postcode: _____
 Date of Birth: _____ Driver Licence Number: _____ Telephone: _____
 Home Owned: Value: \$ _____ Mortgaged: Amount: \$ _____ Renting:

Guarantor(s) Information

Full Name: _____ ABN: _____
 Address: _____ State: _____ Postcode: _____
 Date of Birth: _____ Driver Licence Number: _____ Telephone: _____
 Home Owned: Value: \$ _____ Mortgaged: Amount: \$ _____ Renting:

Insurance Details

Name of Insurer: _____ Policy Number: _____
 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.

Rental Payments

Term (Months): _____ Commencement Date: / / Payment period: Monthly Quarterly
 Rental: \$ _____ GST: \$ _____ Total: \$ _____
 Interim Period Payment from the Delivery Date to Common Due Date: \$ _____ Documentation fee: \$ _____

Rental Payments are payable at the beginning / end (delete as applicable) of the Payment Periods. The first Rental Payment is due on the Commencement Date / at the end of the first Payment Interval (delete as applicable). Subsequent Rental Payments are due on the same day of the Payment Period as the first Instalment Payment (or on such other day as the Financier otherwise agrees in writing).

Customer Signature

For and behalf of customer I/we agree to be bound by the terms and conditions of the Master Facility Agreement attached

Authorised Signature: _____ Name: (Print) _____ Position: _____ Date: / /
 Witness Signature: _____ Name: (Print) _____ Position: _____ Date: / /

Guarantor Signature

Guarantors Signature: _____ Name: (Print) _____ Date: / /
 Guarantors Signature: _____ Name: (Print) _____ Date: / /
 Witness Signature: _____ Name: (Print) _____ Date: / /

I confirm I have read the Master Facility Agreement and agree to guarantee the obligations of the Customer. (Where the Guarantor is an incorporated entity, authorised signature signing for and on behalf of guarantor).

Acceptance by Financier - Authorised Signatory

Flexirent Capital Pty Limited ABN 93 064 046 046, hereby accepts the offer by the Customer on (insert date) / /

For and on behalf of Flexirent Capital Pty Limited ABN 93 064 046 046

Authorised Signatory



Privacy Consent and Acknowledgement

Privacy Act 1988 (as amended, effective 21 December 2001)

By signing this Privacy Consent and Acknowledgement Form I **acknowledge** and **consent** to the following:

- Any reference to:
 - "information" means information that identifies me or from which my identity can be reasonably ascertained and that has been obtained from me or another person (including a company or government authority). It may include "sensitive information" (eg health information).
 - "you" means the company named above (or in the related documents) and any company related to that company including any subsidiaries. A list of these companies can be obtained on request from your Customer Service Centre on 1800 679 898.
 - In this document the applicant is referred to individually or collectively as "I" and "me".
- I have a right to access information about me handled by you. You have the right to limit access in certain circumstances. I can obtain a *Request for Personal Information* form by contacting your Customer Service Centre on 1800 679 898.
- You propose to collect, use and/or disclose information about me/us for the purposes of:
 - Primarily, providing me with finance to be used principally for my personal, household or domestic reason/business reason [delete reason not applicable]. Your purpose includes doing all things necessary to provide that finance including assessing my application, managing my account, administering insurance claims, recovering any money that I owe, discussing end of term options, maintaining the value of your asset(s) and/or guarantee.
 - Financing another product (currently or in the future) to me.
 - Identifying, and sending me information about, other products or services that you have that may be of interest to me. I have a right at any time to stop you from contacting me for this purpose by either writing to you at the following address:

The Privacy Officer
Locked Bag 2345
ST LEONARDS NSW 2065

or by phoning your Customer Service Centre on 1800 679 898.

- In particular, the collection, use and/or disclosure by you of information about me/us, is subject to the Privacy Act, and may include disclosure about me/us to other organisations including the following:
 - To and from a credit reporting agency, in particular, to collect a consumer or commercial credit report about me to provide my finance (including its assessment, management and collection of overdue payments), and/or to allow the credit reporting agency to create or maintain a credit information file containing information about me.
 - Information you usually disclose is identity particulars, the fact that I have applied for finance and the amount, the fact you are a current credit provider to me, payments which are overdue by more than 60 days and for which debt collection action has started, advice that my/our repayments are no longer overdue in respect of any default that has been listed, information that, in your opinion, I have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my credit obligations), dishonoured cheques being cheques drawn by me for \$100 or more which have been dishonoured more than once and that finance provided to me/us has been paid or otherwise discharged.
 - To and from credit providers named in my application or in a credit report issued by a credit reporting agency in order to provide my finance (including its assessment, management and collection of overdue payments), in particular information about our consumer or commercial credit worthiness or financial capacity.
 - To and from a business that provides information about my commercial credit worthiness.
 - To and from the vendor who is providing the financed equipment. This may include contacting me toward the end of the facility term to discuss trade-up options. I have a right at any time to stop them from contacting me for this purpose by either writing to you at the following address:

The Privacy Officer
Locked Bag 2345
ST LEONARDS NSW 2065

or by phoning your Customer Service Centre on 1800 679 898.

- To and from insurers or underwriters to assess whether to insure risks, and to administer any insurance contract (including claims), arising from my finance or otherwise.
- To and from my guarantor for the purpose of that person deciding whether to act as guarantor, or to keep that guarantor informed about the guaranteed finance.
- To and from others who perform a function or service for, or related to, the purposes you collect, use or disclose the information, including agents, contractors and other third parties. In particular, these may include introducers, mailing houses, debt collection/mercantile agents, archivers, valuers, call – centre operators, solicitors or accountants, funders, securitisers and assignees.
- To and from government authorities or others to, in particular, enable you to identify me, verify information that I have provided, manage repayments and protect the asset(s) that you own. This may include to locate me or the asset(s). It may include administrators of births, deaths and marriages, motor vehicles (or other property) registrations, drivers (or other statutory) licences, electoral roll(s), land titles, financial interests in motor vehicles (or other property), business names or corporate governance, bankruptcies and court judgments, telephone numbers, tenant information and professional licences / authorisations.
- To and from government authorities or others as required or authorised by law. These include the Australian Tax Office.
To and from each of us and/or you and my authorised representatives and you including the vendor who providing the asset(s), legal or financial advisers, referees including my employer, landlords.

I further acknowledge that if I provide information about any other individual(s) to you, that I will ensure that he is made aware that you have his/her information, the purposes (and persons involved) in the collection, use and/or disclosure of the information by you, that you can be contacted (including to access that information) on 1800 679 898 or in writing to:

The Privacy Officer
Locked Bag 2345
ST LEONARDS NSW 2065

I further acknowledge that this consent will continue until the earlier of you having achieved the purposes of collection, use and/or disclosure or you having accepted in writing our revocation of it. I acknowledge that such acceptance would be subject to me having met all outstanding obligations on my finance or otherwise.

I further acknowledge that the main consequence to me if this information is not provided is that any application for any of your products or services is unlikely to be approved.

First Director/Individual	Signed by	Title
	Print name	Date / /
Second Director/Individual	Signed by	Title
	Print name	Date / /

Direct Debit Form

Direct Debit Request (DDR)

You authorise and request Flexirent Capital Pty Ltd (user ID No. 005221) to debit your nominated account shown below

Name

Address

Postcode

Name of Financial Institution

Branch

Account Name

BSB Number - Account Number

Date / /

Signature(s) 1) 2)

If debiting from a joint bank account requiring two signatures, both signatures are required.

DIRECT DEBIT SERVICE SCHEDULE

CUSTOMER Direct debit **SERVICE AGREEMENT** and your Master Facility Agreement

OUR COMMITMENT TO YOU

This document outlines Flexirent's service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between us and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

Initial Terms of Agreement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for any amount payable pursuant to your Master Facility Agreement.

Drawing Arrangements

If any drawing falls due on a non-business day, it will be debited to your account on the next business day following the scheduled drawing date. We will give you at least 14 days notice in writing or by telephone when changes to the initial terms of the arrangement are made. This notice will state any changes to the initial terms. If you wish to discuss any changes to the initial terms you should call us.

YOUR RIGHTS

Changes to the Arrangement

If you want to request that we agree to changes to the drawing arrangements, please contact us. These requests may include:

- deferring the drawings; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

However, as we have relied on your agreement to honour the DDR, we would be unlikely to agree to a request to change it, unless you provide a reasonable proposal as to how you will make good your obligations under the Master Facility Agreement.

Enquiries

Direct all enquiries to us, rather than to your Financial Institution, and these enquiries should be made at least 14 working days prior to the next scheduled drawing date. All communication addressed to us should include the name of the Customer shown on the Master Facility Agreement.

All personal customer information held by us pursuant to the DDR will be kept confidential except that information provided to our Financial Institution to initiate the drawing to your nominated account.

Disputes

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly by contacting us during business hours. If you do not receive a satisfactory response from us to your dispute, contact your Financial Institution who will respond to you with an answer to your claim:

- within 7 business days (for claims lodged within 12 months of the disputed drawing); or
- within 30 days (for claims lodged more than 12 months after the disputed drawing)

You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

Note: Your Financial Institution will ask you to contact us to resolve your disputed drawing prior to involving them.

YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- Your nominated account can accept direct debits (your Financial Institution can confirm this); and
- On the drawing date there is sufficient cleared funds in the nominated account; and
- You advise us if the nominated accounts is transferred or closed.

If your drawing is returned or dishonoured by your Financial Institution, you should contact us to make suitable arrangements to rectify the non-payment. If no contact is made, Flexirent will redraw on the next billing / draw date. Any transaction fees payable by us in respect of the above will be added to the amount payable by you.

You will be responsible for paying any varying charges including, but not limited to, taxes, late payment fees and any other amounts payable pursuant to the Master Facility Agreement.



Goods Delivery Confirmation

By Signing below, you acknowledge that you have taken delivery of and accepted the Goods described on the "Goods Schedule" of the Master Facility Agreement between you and Flexirent Capital Pty Ltd. You acknowledge the date the Goods were delivered and request that we pay the goods supplier. The Interim Rental (if any) is calculated from the date Goods were delivered to the next scheduled payment due date.

Signature of Authorised Representative: _____ Date: / /

Print Name: _____ Position: _____

Equipment Delivery Date: / / _____

Witness Signature: _____ Date: / /

Please return via fax or email

FAX: 02 8905 1825

EMAIL: corporate@flexigroup.com.au

POST ORIGINAL TO:

Attn: Vendor & Commercial Finance

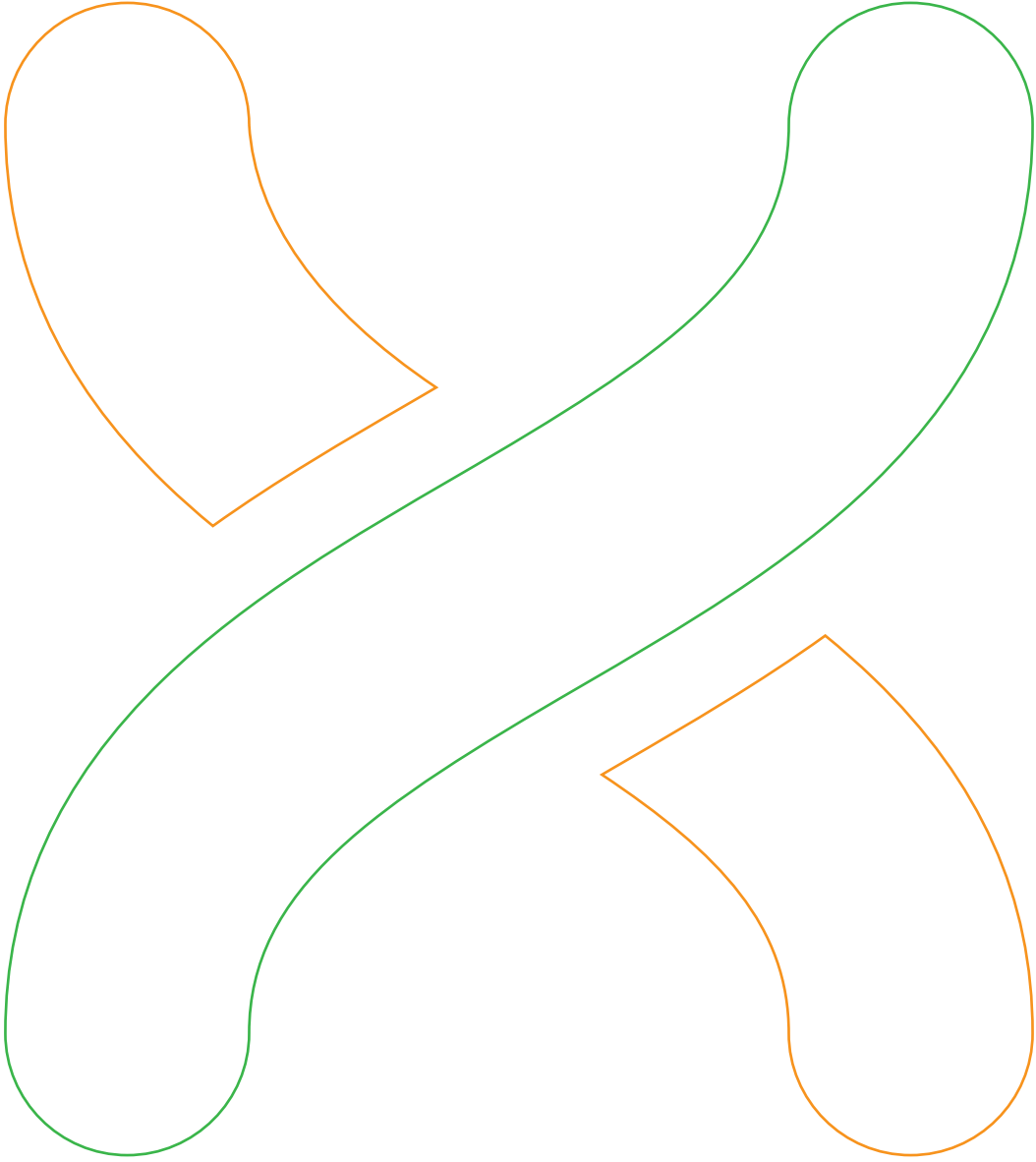
FLEXIGROUP LTD

Locked bag 2345

St Leonards NSW 1590

GENERAL ENQUIRIES 1800 679 898

The logo for FLEXI, with 'FLEXI' in orange and 'I' in green.The logo for LINE, with the word 'LINE' in white on an orange background.



MASTER FACILITY AGREEMENT – CREATION

A 1. Offers

- 1.1 If a Customer wishes to obtain rental finance from the Financier in relation to any goods ("Goods") that Customer may submit to the Financier a completed Rental Schedule in the form of the Schedule or in such other form as the Financier may require (a "Rental Schedule") in respect of a rental transaction.
- 1.2 The submission of a Schedule by a Customer will constitute an irrevocable offer from that Customer to rent (an "Offer"), for the term and for the payments set out in that Schedule and on the terms and conditions of this Agreement.

B 2. Acceptance of Offers

- 2.1 The Financier may accept or reject an Offer in its discretion. The Financier may impose conditions on acceptance, and need not give reasons for its decision.
- 2.2 The Financier may only accept an Offer, and become bound to the Offer, by signing the relevant Schedule, even if the Customer has prepaid any amount. The Customer is bound to rent once the Financier signs that Schedule.
- 2.3 The rental (the "Agreement"), constituted by the Financier signing a Schedule comprises the terms set out in that Schedule, any Special Conditions set out or referred to in it, and the applicable provisions of this Agreement.
- 2.4 If the Customer takes delivery of any item of Goods from the supplier before the date the Financier signs a Schedule, then the Customer must comply with its obligations under this Agreement, without binding the Financier to an Agreement, from the time that the Customer takes delivery of the Goods, as if the Agreement had commenced at that time.

C 3. Authorised Signatories

- 3.1 The Customer authorises any of the authorised signatories in the Customer Schedule to do the following on the Customer's behalf:
 - (a) sign Schedules;
 - (b) agree to any Special Conditions which the Financier requires;
 - (c) make declarations or sign acknowledgments or other documents (including any direct debit authority) that the Financier requires in relation to this document; and
 - (d) anything else in relation to this document or any transaction under this document.

D 4. Warranties

- 4.1 When the Customer submits a Schedule, the Customer warrants that:
 - (a) all information referred to in that Schedule and each document which the Customer provides to the Financier in relation to that Schedule is complete, correct and up to date; and
 - (b) the execution and performance of this document and each transaction under it will not constitute a breach of or a default under any agreement binding on the Customer.

GENERAL TERMS

1. Definitions

- 1.1 In this Agreement, unless the context otherwise requires:
 - Acceptance Date** means the date that the Schedule is signed for and on behalf of the Financier by an authorised officer.
 - Authorised Signatory** means each authorised signatory referred to in the Customer Schedule on the first page of this document, as may be varied by written notice to the Financier.
 - Break Costs** means any cost, loss or expense arising by reason of the cancellation, termination or alteration of any funding arrangements entered into by the Financier in order to fund (whether in whole or in part) under this Agreement or arising by reason of the inability of the Financier to obtain, on reinvestment of the funds used to acquire the Goods or otherwise provided by the Financier in connection with this Agreement, that return which the Financier would have received had this Agreement terminated by expiration of time.
 - Business Day** means a day on which the Financier is open for business in New South Wales.
 - Commencement Date** means the Commencement Date referred to in the Schedule.
 - Costs of Repossession** means all costs and expenses incurred by the Financier in effecting, or attempting, repossession of the Goods, satisfying any third party claim, and in storing, repairing to good working order and condition, insuring, valuing and disposing of the Goods after repossession and any costs which are incidental to any of these matters, including legal costs on a solicitor and client basis.
 - Discount Rate** means the rate determined by the Financier equal to the implicit rate of interest used by the Financier to calculate the Payments less 400 basis points.
 - Early Termination Amount** means the sum of:
 - (i) the Payments (net of GST) which, but for the termination, would have been payable by the Customer under this Agreement as from the date of early termination to the end of the Term (inclusive of any unamortised brokerage or commission), reduced to a present value as at the date of termination by applying the Discount Rate to such Payments;
 - (ii) any Break Costs;
 - (iii) an administrative fee of an amount of not less than one Payment (or such other amount as may be charged by the Financier from time to time);
 - (iv) at our option, any other amounts due, owing or payable by the Customer to the Financier on any account under any other agreement or document between the Customer and the Financier;
 - Goods** means the goods described in the Schedule and includes any other items that are deemed to be or form part of the "Goods" under this Agreement.
 - GST** means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and related legislation.
 - Payments** means the payments as set out in the Schedule.
 - person** includes any body corporate, association, authority and any other body or entity.
 - Residual Value** means (where this Agreement is a lease agreement) the residual value referred to in the Schedule.
 - Schedule** means a Rental Schedule submitted and accepted in accordance with this Agreement.
 - Term** means the term referred to in the Schedule.
 - this Agreement** means the rental agreement arising on the Financier's acceptance of the Schedule.
 - we or us** means Flexirent Capital Pty Limited ABN 93 064 046 046 and, where the context permits, includes any of our related bodies corporate.
 - you** means the customer referred to in the Schedule.

2. Interpretation

- 2.1 In this document, unless the context otherwise requires:
 - (a) a reference to any party (including you or us) includes that party's successors, personal legal representatives and permitted assigns;
 - (b) if any party is comprised of more than one person, those persons' obligations are joint and several;
 - (c) the singular includes the plural and vice versa;
 - (d) If there is any inconsistency between any special conditions set out or referred to in a Schedule and this Agreement, the special conditions shall prevail;
 - (e) A reference to this Agreement includes a reference to each Schedule submitted and accepted in accordance with this Agreement.

3. Customer Acknowledgments

- 3.1 The Customer acknowledges and agrees:
 - (a) The Customer has satisfied itself as to the condition of the Goods and their suitability for the Customer's purposes and the Customer has not relied on the Financier in deciding to enter into this Agreement and has selected the Goods based upon the Customer's own skill and judgment;
 - (b) The Customer will, at its own cost, obtain delivery of the Goods and the Financier will not be liable for any delay in that delivery;
 - (c) The Customer is responsible for having the Goods delivered and installed and putting them in good working order;
 - (d) to the full extent permitted by law:
 - (i) all express and implied terms, conditions and warranties (other than the ones set out in this Agreement) are excluded;
 - (ii) the Financier makes no representation or warranty as to the condition, specifications, quality, fitness for purpose, suitability or safety of the Goods or as to the taxation treatment or accounting classification of any transaction evidenced by this Agreement; and
 - (iii) the Financier is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Goods;
 - (e) whether or not Division 2 of Part V of the Trade Practices Act 1974 (Commonwealth) or any law to a similar effect applies, the Financier's liability for anything in relation to the Goods or their use, including damage or economic loss to anyone, is limited to the maximum extent permitted by law. In any event, the Financier's liability is limited, at the option of the Financier:
 - (i) in the case of Goods, to the replacement of the Goods (or the supply of equivalent goods), the repair of the Goods, the payment of the cost of replacing the Goods (or of acquiring equivalent goods) or the payment of the cost of having the Goods repaired; or
 - (ii) in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again;
 - (f) in no event will the Financier be liable for any indirect, consequential or economic loss or damage arising under or in connection with this Agreement;
 - (g) the Financier has not made any representation, warranty or undertaking in relation to the Goods.

4. Payment Obligations

- 4.1 The Customer must pay to the Financier the Payments at the times referred to in the Schedule.
- 4.2 The Customer must make any payments under this Agreement by way of direct debit or in such other manner as the Financier may from time to time direct in writing.
- 4.3 The Customer must pay or bear and indemnify the Financier against all stamp duties, taxes (other than income tax), other duties, fees and fiscal imposts payable on or in respect of this Agreement, any amounts payable under this Agreement, the purchase or sale of the Goods and any other transaction evidenced by this Agreement. Should the amount actually payable to the relevant authority for any such duties, fees or imposts differ from the amount (if any) disclosed in the Schedule, the Customer must pay to the Financier the amount of the deficiency.
- 4.4 The Customer must pay or reimburse the Financier on demand for the amount of any GST payable on any supply made by the Financier under or in connection with this Agreement (including, without limitation, any GST payable in connection with any Early Termination Amount). The Customer must also pay or reimburse the Financier on demand for the amount of any GST payable by the Financier on the acquisition of the Goods (to the extent that the Financier is unable to claim an input tax credit in respect of such GST).
- 4.5 The Customer must pay the Financier any fees or charges that it may reasonably request:
 - (a) to recover any transaction fees or costs incurred by the Financier, including, but not limited to, any costs incurred in seeking to recover any payments owed by the Customer to the Financier;
 - (b) for the provision of information;
 - (c) for acting on any assignment or variation of this Agreement;
 - (d) as a result of the Customer not paying the Financier in accordance with clause 4.1 of the General Terms; or
 - (e) to recover security registration, account maintenance and update fees.The Customer authorises the Financier to debit the Customer's account for these fees at the time charged.
- 4.6 Subject to clause 4.2 of the General Terms, all payments by the Customer must be paid on demand or as provided for in the Schedule in funds that are immediately available. If a date for payment:
 - (a) is not a Business Day, the payment must be made on the preceding Business Day; or
 - (b) falls on a day not contained in a month, the payment must be made on the last day of that month.
- 4.7 Without limiting any other clause, the Customer must pay for all registration fees, compulsory third party insurance and purchase stamp duty in relation to the Goods and consents to the Financier making payment of such amounts on behalf of the Customer.
- 4.8 The obligations of the Customer are absolute and unconditional and (without limitation) continue even if the Goods break down, are defective, damaged, lost, stolen or destroyed. The Customer agrees not to exercise or seek to exercise any right or claim to withhold payment or claim any deduction or set-off.

5. Use and Care Of The Goods

- 5.1 The Customer:
 - (a) must keep the Goods in the Customer's personal control;

- (b) ensure the Goods are used only in the Customer's general business operations and only for the purposes for which they were designed;
- (c) ensure the Goods are used only by qualified personnel complying at all times with all laws relating to the Goods and their use and with all instructions and recommendations issued by their supplier or manufacturer;
- (d) acknowledges that if the law requires the Goods to be registered, the Customer must attend to this and ensure they remain registered at all times;
- (e) must, at the cost of the Customer, ensure the Goods are maintained by qualified personnel in accordance with all instructions and recommendations issued by the supplier or manufacturer of the Goods and, if necessary, repaired by qualified personnel, so the Goods remain at all times in good working order and condition and subject to any applicable warranty;
- (f) must not represent or imply that the Financier will pay for any cost in connection with repair or maintenance of the Goods;
- (g) irrevocably authorise, and must use its best endeavours to have others authorise, the Financier to enter upon any premises where it reasonably believes the Goods are located to examine their state of repair and operation or, if this Agreement has been terminated, to repossess the Goods ;
- (h) agree that any replacement of, alteration or addition to, including any accessories, tools or other goods supplied with, installed in, or attached to, the Goods during the Term will become the property of the Financier and will be considered part of the Goods for the purposes of this Agreement;
- (i) must not sell, dispose of, encumber, part with possession of or otherwise deal with the Goods or agree or attempt to do any of these things without the written consent of the Financier which may be given or withheld in the discretion of the Financier;
- (j) has no authority to pledge the credit of the Financier or create any interest or right in, or over, the Goods (including any lien) and the Customer must notify all third parties of this provision before they work on the Goods; and
- (k) must notify the Financier of the usual location of the Goods from time to time and agree not to use them outside the State or Territory in which they are first delivered to the Customer without the consent of the Financier.

6. Insurance

- 6.1 The Customer must, at the Customer's own cost, effect and keep current throughout the Term (and during any period in which it has possession or control of the Goods) with a reputable and solvent insurer:
 - (a) insurance in respect of the Goods for their full insurable value against all loss or damage of any kind;
 - (b) insurance for such amount of cover as is reasonably required by the Financier (or if not specified by the Financier, for an amount a prudent owner of the Goods would obtain cover and in any event not less than \$10,000,000.00) having regard to the nature and intended use of the Goods, against any loss, damage or injury of any kind caused to any person or property arising out of the Goods or their use, under a policy covering all such risks, including claims by third parties; and
 - (c) insurance against any other loss, damage, injury or risk which the Financier may reasonably require from time to time.
- 6.2 The Customer must ensure that the interest of the Financier as owner of the Goods is noted on all insurances. The Customer must provide to the Financier on demand a certificate of currency in relation to the insurances which is satisfactory to the Financier and must ensure nothing is done or occurs which might prejudice or invalidate any insurances. The Financier may in its discretion, at any time, at the expense of the Customer, effect any insurances contemplated by this Agreement in its own name and on its own behalf including as an addition to the acquisition cost of the Goods.
- 6.3 The Financier is entitled to receive all amounts payable under any relevant insurance of the Goods or by any other person in respect of damage to, or loss of, the Goods and the Customer irrevocably appoints the Financier and each of its authorised representatives, as attorney for the Customer to recover or compromise in the respective names of the Financier and the Customer any claim for loss or damage under any of the insurances, and to give effectual releases and receipts. The Customer also irrevocably authorises the Financier to apply any insurance or other moneys received (less any GST) in respect of any loss of, or damage to, the Goods towards any debt or liability, present or future, actual or contingent, of the Customer to the Financier or, in the discretion of the Financier, to repairing such damage or replacing the Goods. To the extent that those insurance moneys may be insufficient to effect such repairs, the Customer must apply its own moneys for this purpose.
- 6.4 The Customer must promptly notify the Financier if the Goods are lost, stolen or damaged.

7. Indemnities & Releases

- 7.1 The Customer indemnifies the Financier, its agents, contractors and employees against all loss (including loss of bargain or profit), damage, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature, arising directly or indirectly from, or in respect of:
 - (a) the Goods' delivery, installation, use or change of use, location, condition, operation, seizure, forfeiture or other confiscation, or on account of the Goods' loss, destruction, theft or damage however caused including loss of value resulting from insufficient, inadequate or faulty repair;
 - (b) any claim or demand made by any third party in relation to the Goods including without limitation any claim for the infringement of a patent, trademark, copyright or other intellectual property right;
 - (c) any damage to property or death of, or injury to, any person suffered or sustained in connection with the Goods;
 - (d) any failure by the Customer to comply with its obligations under this Agreement or arising from any untrue or misleading representation, warranty or statement (including on tax matters) made by the Customer in, or in connection with, this Agreement (and which are not otherwise recoverable under this Agreement);
 - (e) any steps taken by the Financier to administer, exercise, enforce or preserve any of its rights under this Agreement;
 - (f) any loss, reduction or disallowance of any depreciation allowance or of any tax deduction or rebate of any income or other tax upon which the Financier has relied in calculating the Payments;
 - (g) any new legislation or change in any legislation (including government revenue raising legislation) or subordinate legislation, or any change in any ruling, guideline, directive

or requirement issued by any government authority or any change in the interpretation of any legislation, subordinate legislation, ruling, guideline, directive or requirement that affects this Agreement, the transactions evidenced by this Agreement, the obligations of the Financier under this Agreement or the financial return of the Financier under this Agreement; or

- (h) the early termination of this Agreement (to the extent not otherwise recoverable under this Agreement).
- 7.2 The Customer releases the Financier, to the full extent permitted by law, from all claims and demands of every kind arising out of the delivery, installation, location or use of the Goods, including any liability which may arise in respect of any accident or damage to property or death of, or injury to, the Customer or any other person of whatever nature or kind or arising out of any steps taken by the Financier to exercise, enforce or preserve its rights under this Agreement.
- 7.3 The indemnities and releases set out in this Agreement continue in full force and effect notwithstanding the termination (however occurring) of this Agreement.

8. Termination

- 8.1 The Financier may terminate this Agreement if any of the following events occur:
 - (a) (failure to pay Payments) The Customer fails to pay a Payment when due; or
 - (b) (repudiation) The Customer breaches any other essential provision of this Agreement or otherwise repudiates its obligations under this Agreement; or
 - (c) (non-compliance with rectification notice) The Customer fails to observe any other obligation under this Agreement;
 - (d) (misrepresentation) any representation, warranty or statement made by the Customer in, or in connection with, this Agreement is untrue or misleading (whether by omission or otherwise) in any respect;
 - (e) (material change) There is, in the Financier's reasonable opinion, a material adverse change in the Customer's business, assets or financial condition or a material change in the ownership of the Customer without the Financier's prior consent;
 - (f) (insolvency) The Customer enters into, or any steps are taken to have the Customer enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with the Customer's creditors or any of them, or a controller is appointed with respect to any of the Customer's assets or the Customer fails to pay its debts as they fall due or the Customer otherwise become insolvent;
 - (g) (insurance) Any insurance required under this Agreement is cancelled or any insurer disclaims liability, or the Financier receives notice that any insurance will be cancelled or materially adversely modified;
 - (h) (cross default) The Customer fails, or a related body corporate of the Customer fails, to comply with any of its obligations under any other agreement or arrangement with the Financier or any related body corporate of the Financier, or under any guarantee, indemnity or undertaking given to the Financier or any related body corporate of the Financier; or
 - (i) (jeopardy) The Financier determines in its reasonable opinion that there is a serious risk of loss or damage to the Goods for any reason.
- 8.2 Without limiting the essentiality of any other term of this Agreement, the obligations to pay the Payments on time, to maintain and insure the Goods and to keep the Goods under the personal control of the Customer free of any third party interest are essential terms of this Agreement. The Customer will be taken to have repudiated its obligations under this Agreement if it does not comply with any of the essential terms of this Agreement.
- 8.3 If an event referred to in clause 8.1 of the General Terms occurs entitling the Financier to terminate this Agreement, then the occurrence of that event shall:
 - (a) constitute an event of default under; and
 - (b) be taken to be a repudiation of the Customer's obligations under, any other agreement or arrangement with the Financier or any related body corporate of the Financier, thereby entitling the Financier to terminate that leasing, renting, term purchase, chattel mortgage or other agreement or arrangement.

9. Title To The Goods

- 9.1 The Customer:
 - (a) acknowledges that the Goods remain the property of the Financier at all times and that the Customer's rights under this Agreement are personal and that the Customer has no authority to deal with, and agrees not to purport to deal with, or share or transfer possession of, the Goods. The Financier may at any time affix identifying plates or marks on the Goods and the Customer agrees to provide the Financier with access to the Goods to enable this to be done;
 - (b) must do everything necessary to protect the title of the Financier to the Goods, including assuring third parties of our ownership of the Goods. The Customer must refrain from doing anything which could give rise to any claim adverse to the Financier's ownership of the Goods. The Customer must notify the Financier immediately a third party makes any claim;
 - (c) if the Financier becomes entitled to repossess the Goods, irrevocably authorises the Financier to enter upon any land or premises where the Goods are located and to repossess the Goods.

10. Ancillary matters

- 10.1 If any Payments include amounts payable for the maintenance of the Goods or for the provision of other services (or for recovery by the Financier of funding of maintenance and other services), whether or not these amounts are separately identified in the Schedule, the Customer agrees and acknowledges that:
 - (a) the charges have been included at the request of the Customer;
 - (b) the Customer has directed the Financier to pay those charges to the person providing the services ("Service Provider") or to retain those amounts if the Financier has already paid the relevant maintenance or service charges to the Service Provider;
 - (c) the Financier is not responsible for the maintenance of the Goods or the provision of any services;
 - (d) the obligation of the Customer to:
 - (i) pay the Payments and other amounts payable under this Agreement free of any deduction, withholding or set-off on any account;
 - (ii) perform its other obligations under this Agreement and,
 - (iii) is absolute and unconditional and, without limitation, will not be affected by:
 - A. any failure of the Service Provider to perform the services;
 - B. the insolvency of the Service Provider; or
 - C. the termination of any agreement or arrangement for the provision of any

services.

11. Where The Goods Include Software

- 11.1 If the Goods include software or the licensing of any software is funded by the Financier under or in connection with this Agreement:
- where the Financier has been granted a licence to use the software:
 - to the extent permitted by the relevant licence, it is acknowledged that the Customer will be entitled to the benefit of the licence during the Term (and any applicable extended term or holding over period); and
 - upon the expiration or earlier termination of this Agreement, if title does not vest in the Customer pursuant to the terms of this Agreement, the Customer will do all things reasonably required by the Financier to ensure that it obtains the benefit of the licence or the grant of an equivalent licence to enable the continued use of the software;
 - where the Financier has been granted a licence to use the software the Customer may enjoy the benefit of the licence during the Term (and any applicable extended term or holding over period) to the extent that the licence permits;
 - the Financier makes no representation about the software and the Customer cannot refuse to pay the Payments or make any other claims should the software be defective or unsuitable;
 - the Financier makes no representation about the terms of any licence relating to the software and the Customer must rely on its own enquiries in this regard; and
 - where the Customer is required to return the Goods to the Financier at the expiration or earlier termination of this Agreement, the Customer must also return the software to the Financier and assigns to the Financier all rights it may have under any licence to use the software.

12. Loss or Damage

- 12.1 If the Goods or any item or items of the Goods (the "Affected Goods") are lost, stolen or damaged beyond economic repair, the Customer must immediately notify the Financier and within five (5) Business Days of notification the Customer must either:
- replace the Affected Goods at the cost of the Customer with goods approved by the Financier being at least equivalent in type, functionality and value; or
 - pay to the Financier by way of indemnity:
 - the amount which the Financier notifies the Customer is the amount of the Payments (if any) then due and payable by the Customer to the Financier in respect of the Affected Goods; plus
 - the Early Termination Amount referable to the Affected Goods, calculated as at the date of the Financier's notice under clause 12.1(b)(i) of the General Terms; plus
 - where this Agreement is a rental agreement, the amount which the Financier notifies the Customer is, as at the date of the Financier's notice under clause 12.1(b)(i) of the General Terms, the gross residual value referable to the Affected Goods (being the residual value assumed by the Financier in calculating the Payments, adjusted in accordance with the Financier's usual procedures to include its required investment return on the relevant residual value up to that date).

The Customer must pay the aggregate of the amounts referred to in this clause 12.1(b) within two (2) Business Days of the date of the Financier's notice under clause 12.1(b).

- 12.2 If the Customer replaces the Affected Goods in accordance with clause 12.1(a) of the General Terms, then the Customer must ensure that the Financier obtains clear title to the replacement goods. The replacement goods shall be taken to be the Goods (or the relevant item or items of the Goods as the case may be) for the purposes of this Agreement.
- 12.3 If clause 12.1(b) of the General Terms applies, then, upon our receipt of the amount payable by the Customer under clause 12.1(b) in respect of the Affected Goods:
- this Agreement will terminate in relation to the Affected Goods;
 - this Agreement will continue with respect to any remaining item or items of the Goods, with new Payments applying as from the next due date for a Payment, being the Payments otherwise payable less the proportion of the Payments which the Financier calculates was payable in respect of the Affected Goods; and
 - the Financier will make a pro rata adjustment (where applicable) to any Payments already paid in respect of the Affected Goods for the period from receipt of the payment referred to in clause 12.1(b) to the next date on which a Payment falls due.
- 12.4 If the Financier receives any insurance proceeds in respect of the Affected Goods:
- where the Customer has replaced the Goods in accordance with clause 12.1(a) of the General Terms, such proceeds (net of GST) will be credited to the Customer; and
 - where clause 12.1(b) of the General Terms applies, such proceeds (net of GST) will be credited to the Customer to the extent of the payment received from the Customer under clause 12.1(b)(ii) and clause 12.1(b)(iii) of the General Terms.

13. Occupational Health and Safety

- 13.1 (**Acknowledgements**) The Customer acknowledges that during the term of this Agreement the Customer will have sole possession and control of the Goods.
- 13.2 (**Undertakings**) For the purposes of enabling the Financier to comply with its obligations under any applicable occupational health and safety law ("**Occupational Health & Safety Law**"), the Customer undertakes:
- before taking possession, using or dealing with the Goods, to:
 - obtain all available information concerning health and safety about the Goods from the designer or manufacturer of such Goods, including, without limitation, (where applicable) obtaining all records kept by any previous owner of the Goods and obtaining any information, data or certificates provided or kept in accordance with the Occupational Health & Safety Law; and
 - ensure that the Goods are inspected and tested in accordance with the requirements set out in the Occupational Health & Safety Law and that the Customer obtains written notification of any faults detected in respect of the Goods and (if applicable) receive written notification that the Goods are not to be used until the faults are rectified;
 - before the date upon which any Goods are returned or repossessed, to:
 - do all things necessary to ascertain whether or not the Goods are suitable only for use as scrap or for spare parts; and
 - provide to the Financier upon demand any information required to be obtained or

collected by the Customer pursuant to this clause 13.2.

- 13.3 (**Indemnity**) The Customer indemnifies the Financier against any loss or liability arising from the Customer's failure to comply with its obligations under this clause 13.2.
- ## 14. General Provisions
- 14.1 **Assignment** The Financier may assign, transfer or otherwise deal with its interest in the Goods (subject only to the rights of the Customer under this Agreement) or all or any part of the Financier's rights or obligations under this Agreement without the consent of the Customer. The Customer must not assign, transfer or otherwise deal with any of its rights under this Agreement without the Financier's prior written consent.
- 14.2 **Rights** Termination of this Agreement by the Financier will be without prejudice to its rights, powers and remedies with respect to any antecedent breach by the Customer under this Agreement. All rights of the Financier under this Agreement are in addition to its rights under the general law.
- 14.3 **Evidence** A certificate signed by any officer or manager of the Financier containing statements as to an amount due by the Customer under this Agreement, the occurrence of any event or the existence of any fact, will be sufficient evidence of the amount, event or fact, unless they are manifestly untrue.
- 14.4 **Product Information** The Customer requests the Financier to provide it from time to time with information on its other products or services.
- 14.5 **Financial Information** The Customer must provide on demand the Financier with any financial or other information relating to its financial condition, business, assets and affairs.
- 14.6 **Notices** Any notice or demand to be given by the Financier under this Agreement may be served on the Customer by being left at or sent by pre-paid mail or transmitted by facsimile to its address set out in the Schedule or otherwise as notified in writing to the Financier. The notice or demand will be treated as having been given and received:
 - if delivered, on the day of delivery;
 - if sent by pre-paid mail, on the next delivery day; and
 - if transmitted by facsimile, on the day of transmission if a Business Day, or otherwise on the next Business Day.
- 14.7 **Overdue Payments** The Customer must pay to the Financier on demand interest calculated by reference to the lesser of its then current overdue interest rate for similar transactions and the maximum rate allowed by law on any amounts payable under this Agreement which are overdue on a daily basis for the respective periods from the date the amounts became due to the date of payment and such amount shall compound monthly. If a liability under this Agreement becomes merged in a judgment or order, the Customer, as an independent obligation, must pay interest on the amount of that liability from the date the liability becomes payable both before and after the judgment, order or winding up until it is paid, also at that rate.
- 14.8 **No Waiver** No waiver by the Financier in relation to any breach of this Agreement by the Customer will be deemed a waiver of any continuing or recurring breach.
- 14.9 **Commission** The Customer consents to the Financier paying a commission to any third party in relation to this Agreement. The Customer acknowledges that any third party which submitted this Agreement to the Financier is not and was not the Financier's agent for any purpose and is the Customer's agent. Commission may be included in the cost of the Goods.
- 14.10 **Authority To Complete Schedule** The Customer authorises the Financier to complete and amend any blank, incomplete or inaccurate particular appearing in the Schedule and to otherwise complete all necessary formalities to render this Agreement complete and enforceable.
- 14.11 **Financier May Act On Omissions** If the Customer neglects to pay any amount or take any other action required by this Agreement, the Financier may pay that amount or take that other action and recover such costs from the Customer. The Financier may enter and remain upon any land or premises for this purpose.
- 14.12 **Set-Off** The Customer irrevocably authorises the Financier to set-off without notice any amount held by the Financier on any account of the Customer against any amount owing by the Customer to the Financier or any related body corporate of the Financier. The Customer must not exercise any right of set-off on any account.
- 14.13 **Trust Provisions** If the Customer enters into this Agreement as a trustee, the Customer acknowledges and agrees that it enters into this Agreement for a proper purpose of the trust, with full power and authority under the trust to enter into this Agreement and that it has the right to be indemnified fully out of the trust property before the beneficiaries of the trust for all liabilities incurred by the Customer under this Agreement. The Customer will be liable in its own capacity for all of the obligations under this Agreement as well as in its capacity as trustee of any trust.
- 14.14 **Governing Law** This Agreement is governed by the law of the State or Territory referred to in the Schedule or if none is referred to in the Schedule, then the laws of New South Wales.
- 14.15 **Sever Invalid Provisions** If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction.
- 14.16 **Conditions Of Consent** The Financier may or may not grant any consent or approval under this Agreement in its absolute discretion and upon such conditions as it may determine.
- 14.17 **Agency** The Financier may enter into this Agreement as agent for another person (whether disclosed or not).
- 14.18 **Authority To Sign** The person or persons who have executed the Schedule warrant that they have the authority and delegated power to execute this Agreement on behalf of the Customer.

ADDITIONAL RENTAL TERMS

15. Interim Period

- 15.1 In addition to the Customer's payment obligations under clause 4 of the General Terms, if the Commencement Date occurs after the Acceptance Date, then the Customer also agrees to rent the Goods from the Financier during the period from the Acceptance Date to the Commencement Date (the "Interim Period") and to pay to the Financier on demand an additional amount equal to the Payment for the first payment interval multiplied by the number of days in the Interim Period and divided by the number of days in that payment interval. Payment of this additional amount is in addition to all other obligations to pay the Payments throughout the Term.

16. Repossession Of Goods

16.1 In addition to the Financier's right to terminate, the Financier may also repossess the Goods if any of the events under clause 8.1 of the General Terms occur. If no prior notice of termination is given repossession of the Goods under this clause will itself terminate this Agreement.

17. Procedure On Termination

17.1 If the Financier terminates this Agreement under clause 8.1 of the General Terms, the Customer must:

- (a) immediately on receiving notice of termination, deliver up the Goods in good working order and condition to the Financier at a place directed by the Financier together with any duly executed transfer of certificate of registration and such records regarding the Goods as required by the Financier, failing which the Financier may repossess the Goods;
- (b) pay the Financier on demand all amounts which fell due prior to termination and which remain outstanding;
- (c) pay the Financier on demand, by way of indemnity for its loss arising from the termination, the Early Termination Amount;
- (d) pay the Financier on demand the Financier's Costs of Repossession.

18. Procedure On Expiry

18.1 On expiry of the Term (or on expiry of any Extended Term or Holding Over Period, as applicable, under clauses 18.3 or 18.4), the Customer must:

- (a) at its cost, immediately deliver up the Goods in the condition and manner required under clause 17.1(a) to the Financier at a place directed by the Financier together with a duly executed transfer or certificate of registration (where applicable) and such records regarding the Goods as are required by the Financier, and if the Customer does not do so, the Financier may repossess the Goods;
- (b) pay the Financier on demand all other amounts then due and payable under this Agreement.
- (c) pay the Financier on demand, by way of liquidated damages, an amount equal to the average daily Payment payable by the Customer during the Term for each day the Customer fails to deliver up the Goods in accordance with clause 18.1(a) or until the Financier retakes possession of the Goods;
- (d) pay the Financier on demand its Costs of Repossession.

18.2 The Customer undertakes to give the Financier no more than 180 days and no less than 90 days prior written notice of its intention to terminate the rental of the Goods at the end of the Term and any extension of the Term.

18.3 If the Customer fails to give the notice required under clause 18.2 or if the Customer gives that notice and it does not return the Goods to the Financier in the condition required under clause 18.1(a) at the expiration of the Term and the Financier has not terminated this Agreement, then the term of this Agreement will be automatically extended for a further period of 180 days ("Extended Term") during which period the rental of the Goods will continue at a rental equivalent to the periodic rental payable by the Customer immediately before the expiry of the Term and otherwise on the same terms and conditions as set out in this Agreement.

18.4 If the Term is extended under clause 18.3 and the Customer fails to return the Goods at the expiration of the Extended Term in the manner required under clause 18.1(a), then the Term of this Agreement shall be extended from month to month (the "Holding Over Period") during which period the rental of the Goods will continue at the same periodic rental and otherwise on the same terms and conditions as set out in this Agreement.

18.5 The Holding Over Period may be terminated by the Financier demanding possession of the Goods at any time or by the Customer giving the Financier one month's notice and delivering the Goods to the Financier in the manner required under clause 18.1(a).

18.6 Payment of additional rental instalments by the Customer under clauses 18.3 and 18.4 will not affect the Financier's ownership of the Goods or any of its rights under this Agreement.

GUARANTEE AND INDEMNITY

19.1 The Guarantor acknowledges and agrees that the Financier is entering into this Agreement in reliance on this Guarantee and Indemnity from the Guarantor.

19.2 In consideration of the Financier agreeing to enter into this Agreement with the Customer the Guarantor guarantees that the Customer will pay the Financier all amounts payable by the Customer under this Agreement from time to time (which includes without limitation each Schedule accepted by the Financier). This Guarantee and Indemnity continues until all these amounts have been paid in full. Without limiting any other provision of this Agreement, the Guarantor acknowledges and agrees that this Guarantee and Indemnity extends to each Schedule accepted by the Financier and all obligations and liabilities of the Customer arising in connection with those Schedules (regardless of whether or not the Guarantor was aware of such Schedules or otherwise).

19.3 If the Financier asks, the Guarantor must pay the Financier any amount which the Customer does not pay the Customer when it is due under this Agreement. The Financier does not need to first ask the Customer to pay the Financier.

19.4 The Guarantor indemnifies the Financier against, and the Guarantor must pay the Financier for, all losses or costs the Financier suffers or incurs if:

- (a) the Customer does not, is not obliged to, or is unable to, pay the Financier in accordance with this Agreement; or
- (b) the Guarantor is not obliged to pay the Financier an amount under clauses 19.2 and 19.3; or
- (c) the Financier is obliged, or the Financier agrees to pay an amount to a trustee in bankruptcy or liquidator in connection with a payment by the Guarantor or the Customer.

19.5 The indemnity in clause 19.4 is a continuing obligation, separate and independent from the Guarantor's other obligations under this Guarantee and Indemnity. It continues after those other obligations end.

19.6 The Guarantor must pay the Financier for

- (a) the Financier's reasonable costs in arranging, administering (including enforcing or taking any other action in connection with our rights) and terminating this Guarantee and Indemnity; and

- (b) all stamp and other duties, fees, taxes and charges payable in connection with this Guarantee and Indemnity and any transaction (such as a payment or receipt) under it and any interest, penalties, fines and expenses in connection with them.

19.7 The indemnity in clause 19.6 for taxes includes any amount which the Financier is obliged to pay to another person to enable that other person to pay a tax.

19.8 The Guarantor must pay interest calculated on daily balances on any amount the Guarantor owes under clauses 19.2, 19.3, 19.4 and 19.5 from the date the Financier asks the Guarantor for the amount until the Guarantor pays it. This interest is to be calculated and is payable in accordance with clause 14.7.

19.9 The Guarantor acknowledges that a trustee in bankruptcy, liquidator or similar person may ask the Financier to refund a payment that the Financier has received in connection with this Agreement or this Guarantee and Indemnity. To the extent the Financier is obliged to, or the Financier agrees to, make a refund, the Financier may treat the original payment as if it had not been made. The Financier is then entitled to its rights against the Guarantor under this Guarantee and Indemnity as if the payment had never been made.

19.10 Rights given to the Financier under the Guarantee and Indemnity and the Guarantor's liabilities under it are not affected by any act or omission by the Financier or by anything else that might otherwise affect them under law relating to guarantees and indemnities including that the Guarantor may not be aware of the terms of this Agreement.

19.11 The Guarantee and Indemnity does not merge with or adversely affect:

- (a) any other guarantee or indemnity, or mortgage, charge or other security, or right or remedy to which the Financier is entitled at any time; or
- (b) a judgment or order which the Financier obtains against the Guarantor in respect of an amount payable under the Guarantee and Indemnity in respect of this Agreement.

The Financier can still exercise its rights under the Guarantee and Indemnity as well as under the judgment, order, other guarantee or security.

19.12 As long as an amount payable under the Agreement remains unpaid, the Guarantor may not, without the Financier's prior written consent:

- (a) reduce the Guarantor's liability under the Guarantee and Indemnity by claiming that the Guarantor or the Customer or any other person has a right of set-off or counterclaim against the Financier; or
- (b) exercise any legal rights to claim to be entitled to the benefit of another guarantee or mortgage, charge or other security given in connection with an amount payable under this Agreement or an amount payable under this Guarantee and Indemnity; or
- (c) claim an amount from the Customer or another Guarantor of the Customer's obligations under a right of indemnity; or
- (d) claim an amount in the insolvency of the Customer or another Guarantor of the Customer's obligations under this Agreement (including a person who has signed this Guarantee and Indemnity).

19.13 The Guarantor acknowledges that the Guarantor is responsible for making itself aware of the financial position of the Customer and any other person who guarantees the Customer's obligations under the Guarantee and Indemnity.

19.14 The Guarantor declares that it does not enter into the Agreement as a trustee, unless the Guarantor has provided the Financier with prior written notice in respect of such trust capacity. If the Guarantor is a trustee, clause 14.13 applies equally to the Guarantor and each reference to "Customer" in those clauses is taken to be a reference to the Guarantor.

19.15 The Guarantor must pay any amount payable to the Financier under this Guarantee and Indemnity on the date the Financier so specifies and otherwise on demand by the Financier.

19.16 The Guarantor must promptly do anything the Financier asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind itself under the Guarantee and Indemnity.

19.17 The Financier may claim against this Guarantor under this Guarantee and Indemnity before the Financier enforces any of its rights:

- (a) against the Customer or any other person; or
- (b) under another document such as a guarantee or mortgage, charge or other security.

19.18 The Financier may use any money paid by or for the Customer towards meeting any part the Financier chooses of the amounts the Customer owes the Financier (including meeting any amount the Guarantor does not guarantee). The Financier may use any money paid by the Guarantor under this Guarantee and Indemnity towards paying any part the Financier chooses of the amounts the Guarantor owes the Financier under this Guarantee and Indemnity.

FLEXI

LINE

Goods Protection Form

Goods Protection Plan:

If selected - rental payments will increase by 7.5% including GST

Yes

No

Extended Warranty Plan:

If selected - rental payments will increase by 10.5% including GST

Yes

No

Total Protection Plan:

If selected - rental payments will increase by 15.0% including GST

Yes

No

20. RISK OF LOSS OR DAMAGE

- (a) In the event that you take up the Goods Protection Plan and subject to clauses 21 and 22, while we own the Goods we retain and bear the risk of theft, loss or accidental damage to the Goods occurring anywhere in Australia or New Zealand or anywhere else in the world during a trip of not more than 28 days duration.
- (b) You assume and bear the risk of all theft, loss or damage to the Goods which we do not retain and bear under paragraph (a).
- (c) If the Goods are stolen, lost or accidentally damaged and the risk of that loss or damage is ours under this Master Finance Agreement, subject to your compliance with clause 22, we will discharge our obligations in accordance with clause 23.

21. EXCLUSIONS, ALLOCATION OF RISK AND INDEMNITY

- (a) Notwithstanding clause 20, we will not pay for, and you will assume and bear the risk of, any loss, theft or damage to any Goods:
- (i) which is not accidental loss or damage;
 - (ii) where at the time of the loss, theft or damage you are two or more Payments in arrears;
 - (iii) 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;
 - (iv) caused by mechanical and/or electrical breakdown of any kind, unless the breakdown occurs as a result of an external accident (e.g. power surge);
 - (v) 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 Goods, or any person to whom you have lent the Goods or otherwise permitted to use the Goods;
 - (vi) arising from theft, attempted theft or loss:
 - 1. from unoccupied premises unless the theft or loss resulted directly from a violent and forcible entry to the premises;
 - 2. from an unoccupied vehicle unless the vehicle was locked and the Goods were locked in a lockable compartment permanently affixed to the vehicle and the theft or loss resulted directly from a violent and forcible entry to the vehicle and the locked compartment;
 - 3. from an unoccupied vehicle under any circumstances where the Goods were stored or left overnight; or
 - 4. from any public place or any place where the public has regular access and where the Goods were left unattended;
 - (vii) occurring during or as a result of the Goods being transported in any aircraft or watercraft unless carried as cabin baggage;
 - (viii) that was on loan or being used for trial, testing, demonstration or exhibition;
 - (ix) where the loss or damage is to software or data of any type whatsoever or is caused by any computer virus, worm, Trojan or the like or any other software based malfunction;
 - (x) for the costs of data programming, data reconstruction, data recovery or program installation
 - (xi) or reconfiguration;
 - (xii) resulting from:
 - 1. any consequence of war or warlike activities;
 - 2. ionising radiation or radioactivity; or
 - 3. the confiscation or destruction of any Goods by any government, public or statutory authority;
 - (xiii) caused by corrosion, oxidation, rust, insects, vermin, dust, dampness, dryness, cold, heat, wasting, cosmetic damage, scratching or marring, faulty workmanship or materials, loss of screen or image brightness or resolution, failure to perform to specifications or wearing away or wearing out of any part of any Goods which arises from normal fair wear and tear, ordinary use or gradual deterioration;
- or
- (xiii) which are expendable or consumable items including fuses, batteries, bells, chains, tapes or ribbons or any other part of any Goods which requires periodic or frequent replacement.
- (b) You agree to indemnify us for:
- (i) any theft, loss or damage to the Goods to which paragraphs (a)(i) to (a)(xiii) apply;
 - (ii) liability for any injury or death to any person or damage to any property arising directly or indirectly
 - (iii) from the Goods or their use; and
 - (iv) the first \$220 of any claim for loss or damage in respect of risks retained by us for our processing and administration costs.
- (c) You are responsible for ensuring that all software and data is backed up.

22. INCIDENT NOTIFICATION

- (a) If any Goods are 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.

23. BASIS OF SETTLEMENT

- (a) In our absolute discretion, we may:
- (i) repair the damaged Goods;
 - (ii) replace the stolen, lost or damaged Goods with Goods of similar age, original specifications (excluding modifications) and condition, but this may not necessarily be the same make or model; or
 - (iii) choose to release you from your future obligations under this Master Finance Agreement except for any payments in arrears at the time the loss or damage claim is approved.
- (b) We reserve the right to choose any suitably qualified repairer to carry out repairs or any suitable supplier to replace the Goods unless we release you from your obligations under paragraph (a)(iii), you must continue to pay Payments in accordance with clause 4 of the General Terms.

FLEXI**LINE**

