

## TERMS & CONDITIONS OF TRADE

The Customer (which for the purpose of this Rental Agreement includes its employees, servants and agents) hereby rents from Wireless Rentals Ltd. The Equipment as referred to in the Rental Contract includes all items.

### 1. CASUAL RENTAL:

- 1.1 The rental period commences on the rent start date shown on the Rental Agreement and continues until it terminates at 9:00AM on the first business day after the period nominated on the rental contract. A business day excludes Saturdays, Sundays and Public Holidays.
- 1.2 When any of the equipment is not returned at the end of the rental period specified in the Rental Agreement, then rental charges for the unreturned equipment may continue to accrue at the same daily rate as in the Rental Agreement until the business day on which the equipment is returned complete with all accessories. Charges for damage will be payable by the Customer where such damage is caused by the Customer's negligence or legal liability.
- 1.3 Credit for early return is usually not given.

### 2. PAYMENT:

The Customer shall pay the rental charge as well as any other related charges as noted on the Rental Agreement.

- 2.1 For rental periods, less than one month the payment shall be made before delivery unless a trading account has been established.
- 2.2 For rental periods longer than one month, payments can be made on receipt of a Wireless Rentals invoice.

### 3. CUSTODY:

- (a) The equipment shall remain the property of Wireless Rentals Ltd. and the Customer shall not sell, exchange, pledge or part possession with the equipment.
- (b) The Customer shall not service or repair the equipment, nor deface or remove any identification from the equipment.
- (c) The Customer is responsible for the safe custody of the equipment and accessories and shall be liable for any loss, theft or damage to the equipment caused by the Customer's negligence or legal liability during the rental periods. The customer shall provide proof of insurance if requested.
- (d) The amount to repair or replace the damage or loss caused by the Customer's negligence or legal liability during the rental periods, plus lost rental revenue, will be agreed between the parties in good faith. Loss of rental revenue will be limited to a maximum of 30 days.

### 4. DELIVERY AND RETURN OF EQUIPMENT:

Delivery and return of the equipment shall be at the cost and liability of the Customer unless otherwise arranged by Wireless Rentals Ltd. If required Wireless Rentals Ltd will ship the equipment at the Customers expense.

### 5. WARRANT:

Wireless Rentals Ltd warrants that the equipment functions in accordance with the manufacturers specifications.

Wireless Rentals Ltd is not responsible or liable for the failure of the equipment to perform the task for which it was rented by the Customer unless caused by Wireless Rentals Limited's negligence or legal liability. Wireless Rentals Ltd shall, at its own expense repair or replace faulty equipment at the earliest possible time. Actual costs for work carried out for damage caused by the Customer's negligence or legal liability during the rental periods, will be charged to the customer.

### 6. ASSIGNMENT:

The agreement and the rights pertaining therein shall not be assigned by the customer to any other party.

### 7. DEFAULT:

The Customer shall be in default of the Agreement and Wireless Rentals Ltd shall be entitled to enter the Customers premises with prior notice and repossess the equipment where:

- (a) The equipment has been damaged or is in danger of being damaged by the Customer's negligence or legal liability during the rental periods.
- (b) The Customer has breached a material term of the Agreement.
- (c) The Customer has committed an act of insolvency or bankruptcy.
- (d) The rental or related charges owing on the equipment are overdue after Wireless Rentals Limited has notified the Customers of the charges owing remain unpaid.

### 8. RIGHT OF INSPECTION:

The Customer shall allow Wireless Rentals Ltd to inspect the equipment on the customers premises at a reasonable time agreed between the parties.

### 9. LIABILITY:

- (a) Wireless Rentals Ltd shall not be liable for any consequential loss or losses due to any failure of the equipment or in the event of any breach of the Agreement by Wireless Rentals Ltd unless Wireless Rentals Ltd has been negligent or is legally liable.
- (b) The Customer agrees to fully indemnify Wireless Rentals Ltd for all or any losses it may incur in respect of claims made against Wireless Rentals Ltd arising out of the Customer's negligence or legal liability relating to the use of the equipment by the Customer during the term of the Agreement.

### 10. EVENT CANCELLATIONS:

If the hire of the Equipment is extended by the Hirer beyond the expiry of the Hire Period for any reason, then the Hirer will (unless otherwise advised in writing by a director of Wireless Rentals Ltd):

- (a) Pay Wireless Rentals Ltd an additional Hire Charge for the duration of the extension of the Hire Period; and
  - (b) Reimburse Wireless Rentals Ltd in full for any costs (including storage costs) incurred by it in connection with the extension of the hire period
- Cancellation of orders for Materials/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

If the hire of the Equipment is terminated by the Hirer prior to the commencement of the Hire Period for any reason, then the Hirer will (unless otherwise advised in writing by a director of the Wireless Rentals Ltd) pay Wireless Rentals Ltd a cancellation fee determined in accordance with the schedule to these Terms less the Deposit paid by the Hirer.

Cancellation Fee - If the period between the termination of the hire of the Equipment and the commencement of the Hire Period is less than 3 weeks, the Cancellation Fee (expressed as a percentage of the Hire Charge) will be 100%. If the period between the termination of the hire of the Equipment and the commencement of the Hire Period is between 3 weeks and less than 4 months, the Cancellation Fee (expressed as a percentage of the Hire Charge) will be 50%. If the period between the termination of the hire of the Equipment and the commencement of the Hire Period is between 4 months and less than 6 months, the Cancellation Fee (expressed as a percentage of the Hire Charge) will be 25%. If the period between the termination of the hire of the Equipment and the commencement of the Hire Period is more than 6 months, the Cancellation Fee (expressed as a percentage of the Hire Charge) will be 0%.

### 11. DISPUTES:

No claim relating to goods and services will be considered unless made within seven (7) days of completion of goods and services.

### 12. SUNDRY:

These Terms and Conditions constitute the entire agreement between Wireless Rentals Ltd and Customer with respect to the Equipment and shall not be amended except in writing by Wireless Rentals Ltd and agreed between the parties. This Rental Agreement shall be governed in all respects by the laws of New Zealand and the jurisdiction of New Zealand shall apply to any dispute arising out of the Rental Agreement.