

The Customer (which for the purpose of this Rental Agreement includes its employees, servants and agents) hereby rents from Encore Monitoring the Equipment as referred to in the Rental Agreement which includes all items, articles, accessories, documents (including operating manuals) or things supplied with Equipment upon the following terms and conditions.

1. CASUAL RENTAL

- 1.1 The rental period is calendar monthly commencing on the Rent Start Date, shown on the Rental Agreement, and terminating at 9:00 a.m. one calendar month after the Rent Start Date if that day is a Business Day. If the end of the calendar month is not a Business Day then the rental period will expire at 3:00 p.m. on the earliest preceding Business Day. Business Day excludes Saturdays, Sundays and Public Holidays.
- 1.2 If the rental period specified in the Rental Agreement is for a period of less than one month the rental fee shall be as specified. If the Equipment is not returned by the return date specified in the Rental Agreement then rental charges will continue to accrue until the Equipment is returned (complete with all accessories and undamaged). The further rental charge shall be determined by Encore Monitoring at its sole discretion.
- 1.3 The rental period may be reduced to less than one month by return of the equipment (complete with all accessories and undamaged) to the Encore Monitoring's office from which it was dispatched to the customer. In the event of early return before the expiry of one calendar month, then Encore Monitoring, at its sole discretion, may adjust the rental charge to reflect the shorter rental duration.
- 1.4 The rental period may be extended beyond the period stated on the rental agreement and will be invoiced in advance at the calendar monthly rate. In the event that the equipment is returned (complete with all accessories and undamaged) during and before the expiry of each subsequent calendar month, Encore Monitoring at its sole discretion, may adjust the rental charge to reflect the shorter rental duration.
- 1.5 Equipment returned to the Encore Monitoring office (complete with all accessories and undamaged) from which it was dispatched to the customer before 9:00 am on any business day will be deemed to have been received on the previous calendar day. Equipment received after 9:00 am on any business day will be recorded as received on that business day.

2. DEBIT AUTHORITY

When the Customer has given a credit card or account debit authority, Encore Monitoring are hereby authorized to debit all fees and charges payable under this agreement to the Customer's card or account, whether owing now or in the future.

3. OTHER CHARGES

The Customer shall be responsible for the payment of all costs, taxes, charges, imposts and expenses which arise or are incurred by virtue of this rental including:

- (a) Any Stamp Duty or like or similar duty applicable to rental transactions or rental business.
 - (b) Any Goods or Services Tax or taxes in the manner or nature of a Goods and Services Tax.
 - (c) Any Value Added Tax or a tax in the manner or nature of a Value Added Tax.
 - (d) Any Sales Tax or tax of a similar manner or nature.
 - (e) Any Rental Tax or tax on rentals.
 - (f) Any customs duties and tariffs.
- If any of the above taxes or duties apply in the country of rental then such applicable tax and/or duty will be paid by the Customer in addition to the rental fee. In certain instances equipment may need to be sourced from outside of the country of rental. In those circumstances Encore Monitoring reserves the rights to adjust any rental fee if there is any adverse currency fluctuation between the country of rental and the country of source. The Customer indemnifies Encore Monitoring in respect of any claims for such costs, charges, imposts and expenses applied or incurred.

4. OVERDUE PAYMENTS

If any amount is due and unpaid, the Customer agrees to pay interest on the overdue amount at the rate of 7% higher than the Reserve Bank of Australia's 90 day bill rate calculated daily until payment in full is received and the Equipment has been returned. The Customer is liable for all additional costs Encore Monitoring may incur, including legal, administrative and collection costs to recover unpaid amounts.

5. DELIVERY AND RETURN OF EQUIPMENT

Delivery of Equipment to the Customer shall take place at the premises as set forth in the Rental Agreement at the expense and risk of the Customer. Return of the Equipment by the Customer is solely at the Customer's expense and risk, even if arranged by Encore Monitoring, and shall be to the premises of Encore Monitoring from where the equipment was dispatched. The Customer agrees to not ship the equipment by post.

6. CUSTOMER'S COVENANTS

The Customer agrees with Encore Monitoring that:

- (a) the Equipment shall remain the property of Encore Monitoring and the Customer is only a bailee of the Equipment on the terms and conditions set out in this Rental Agreement;
- (b) the Customer shall not sell, charge, pledge or part with possession of the Equipment;
- (c) the Customer shall keep the Equipment at the delivery address specified in the Rental Agreement unless prior written permission has been obtained from Encore Monitoring to relocate the Equipment elsewhere;
- (d) the Customer shall use the Equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so;
- (e) the Customer shall notify Encore Monitoring immediately if any judgment or order is levied against the Customer or property of the Customer or if a petition is presented for the liquidation of the Customer or an Administrator or Receiver is appointed or a scheme of arrangement is proposed;
- (f) the Customer shall permit Encore Monitoring its agents or servants to enter the premises where Equipment is located at all reasonable times in order to inspect the Equipment or carry out repairs to the Equipment; the Customer requires and will utilize the Equipment for its business purposes;
- (g) the Customer shall keep the Equipment in a safe and proper location;
- (h) the Customer shall not alter or modify the Equipment without the prior written consent from Encore Monitoring;
- (i) the Equipment shall at all times, whilst in the care, custody or control of the Customer, be at the risk of the Customer;
- (k) The Customer accepts full responsibility for all equipment rented, including its use in accordance with any operating instructions provided or Government Regulations. Where the Customer is using communications frequencies that are licensed or arranged by Encore Monitoring these frequencies are for use only on the dates, at the places and during the times expressed on this Rental Agreement. Use of the frequencies outside the dates, places and times indicated may result in fines from relevant licensing authority which are all payable by the Customer;

- (l) The Customer will in respect of the Equipment comply with all State, Territory and Federal Laws; and
- (m) The Equipment when returned to Encore Monitoring will not have any information contained in or associated with it which would be received by Encore Monitoring or any other person be in breach of State, Territory or Federal privacy laws.
- (n) The Customer will in respect of the Equipment comply with all State, Territory and Federal Laws; and
- (o) The Equipment when returned to Encore Monitoring will not have any information contained in or associated with it which would be received by Encore Monitoring or any other person be in breach of State, Territory or Federal privacy laws.

7. WARRANTY

Encore Monitoring warrants that the Equipment rented is of merchantable quality. Nothing in these terms and conditions shall restrict, modify or exclude any conditions, warranties, rights or liabilities which may at any time be implied in this Rental Agreement by any State, Territory or Commonwealth law including the conditions or warranties implied by the Trade Practices Act 1974 as amended where to do so would render any provisions of this Rental Agreement void or unenforceable. Other than expressly provided for in this Rental Agreement the Customer acknowledges that it has not relied upon any statement or representation by Encore Monitoring in respect of the Equipment or the use of the Equipment by the Customer irrespective of whether or not the Customer's purpose for the use of the Equipment is known to Encore Monitoring the Customer acknowledges that under no circumstances is Encore Monitoring responsible or liable for any failure or unsuitability of the Equipment to perform the purpose required by the Customer.

8. MAINTENANCE

Encore Monitoring shall at its expense when it deems necessary provide maintenance and recalibration for Equipment and shall use its best endeavors to expeditiously repair or replace Equipment which may become defective during the rental period through no fault of the Customer. If the Equipment does not operate properly the Customer shall notify Encore Monitoring and request instructions before taking any action. The responsibility for advising Encore Monitoring of any need for recalibration rests with the Customer. Encore Monitoring may at its sole and absolute discretion and for such length of time as it deems expedient replace Equipment with another of such type or model as shall for the time being be available and Equipment so substituted shall be subject to these conditions.

9. EARLY CESSATION

Notwithstanding the rental period Encore Monitoring expressly reserves to itself the right to require early cessation which may be exercised on demand and at the absolute discretion of Encore Monitoring. If Encore Monitoring so demands the Customer shall forthwith return Equipment to Encore Monitoring. The applicable rental fee shall be adjusted and payable on a pro rata basis. For the purpose of the pro rata a week shall be of seven days and a month shall be of thirty days.

10. SAFEKEEPING

The Customer is responsible for the safekeeping of the Equipment and shall bear the risk of any loss, theft, damage or destruction of Equipment and if the Equipment shall require repair or recalibration or replacement as a result of the Customer's use of the Equipment the Customer shall bear the cost of any such repair or recalibration or replacement including any freight charges there occasioned. The Customer shall pay to Encore Monitoring the new replacement cost as assessed by Encore Monitoring of the Equipment which is lost, stolen, destroyed or damaged beyond repair. The Customer shall pay to Encore Monitoring a reasonable calibration and refurbishing fee in the event that ownership labels, calibration seals or anti-tamper notices affixed to Equipment are removed or defaced. Any item, article, accessory, document or thing supplied in conjunction with the Equipment (including operating manuals) not returned to Encore Monitoring upon cessation of the rental period shall be paid for by the Customer with a fee determined by Encore Monitoring being charged to the account of the Customer. In respect of damage or loss of Equipment, or failure to return all of the Equipment which may render the Equipment unusable, the rental period shall continue, and the Customer shall continue to pay rental until the Equipment has been returned or repaired, or the replacement cost of new Equipment or accessories has been paid by the Customer. The Customer indemnifies Encore Monitoring for all loss or damage suffered as a consequence of such damage or loss to, or failure to return, the Equipment and accessories.

11. CUSTOMER DEFAULT, TERMINATION & REPOSSESSION

- 11.1 If the Customer is in breach of this Rental Agreement then Encore Monitoring shall be entitled to treat this Rental Agreement as breached and repudiated by the Customer and with or without notice accept the repudiation and terminate this Rental Agreement whereupon the Customer shall immediately, at its own cost and expense, return the Equipment to Encore Monitoring and failing such return Encore Monitoring may repossess the Equipment and charge the Customer for all of its costs and expenses incurred in doing so. Any such termination shall not preclude any right to recover any unpaid rental and the rights and obligations under clause 11. Further Encore Monitoring shall be entitled to recover all damages including any consequential damages incurred.
- 11.2 Where the Rental Agreement is terminated under clause 11.2 the Customer consents to Encore Monitoring its servants and agents entering its premises, or any other premises where the Equipment is located, using such force as is necessary to repossess the Equipment. The Customer must provide Encore Monitoring with all reasonable assistance in order to locate and collect the Equipment. If the Equipment is not available for collection at the nominated time and or place the Customer will be liable for any additional costs Encore Monitoring incur. Encore Monitoring will not be liable for any damage to property caused by any person in collecting the Equipment.

12. INDEMNITY

The Customer agrees to indemnify Encore Monitoring and be responsible for all costs, charges and other liabilities incurred by Encore Monitoring as a result of the Customer's breach of any of these terms and conditions or as a result of Encore Monitoring's enforcement of any of these terms and conditions or arising out of or in any way connected with the use of the Equipment.

13. SEPARATE ITEMS OF EQUIPMENT

Where more than one item of Equipment is supplied under this Rental Agreement, in interpreting this Rental Agreement, the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of Equipment as set forth in the Rental Agreement and the conditions herein set forth shall apply separately to each individual item of Equipment as though each item of Equipment was subject to separate Agreement.

14. LIABILITY

- 14.1 If the Equipment does not function as warranted or in the event of any breach by Encore Monitoring of the Rental Agreement then to the extent permitted by law Encore Monitoring liability (if any) for any loss, damage or injury whatsoever shall be restricted to the amount of the rental for the duration of the monthly rental period in which the breach occurs and Encore Monitoring shall not be liable for any item of so called consequential loss. If this Rental Agreement constitutes a supply of goods or services to a consumer, as defined in the Trade Practices Act, as amended, or relevant State or Territory legislation, nothing in this Rental Agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this Rental Agreement and the goods or the services to be supplied, where to do so would be unlawful. In such case, Encore Monitoring's sole liability for breach of any such condition, warranty or other obligation, including consequential loss, shall be limited to:
 - (a) replacement of goods; or
 - (b) supply of equivalent goods; or
 - (c) refund of the invoiced value of the goods; or
 - (d) the repair of the goods; or
 - (e) in relation to the services:
 - (e) the supply of the services again; or
 - (f) the refund of the original fee.
- 14.2 If the Equipment is returned or repossessed, Encore Monitoring is not liable to the Customer for any consequential damage or other damage arising out of or by reason of any Customer data or information being contained in the Equipment.
- 14.3 Encore Monitoring will not be liable for any failure to deliver the Equipment or perform services under this Rental Agreement if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any other matters beyond the control of Encore Monitoring. In addition, Encore Monitoring will not be liable for any delay or failure to deliver by any freight company or delivery service to deliver the Equipment to the Customer or any consequential loss or damage arising in respect of delivery of the Equipment.

15. PROPERTY

The property in the Equipment remains with Encore Monitoring unless the Customer purchases the Equipment and the Customer is not in breach or in default of the Rental Agreement. The property in the Equipment shall not pass to the Customer until and unless all monies owing including rental and purchase price have been received by Encore Monitoring and the payments received shall be applied first in reduction of any outstanding rental and interest and second on account of the purchase price.

16. INTELLECTUAL PROPERTY RIGHTS

All rights pertaining to industrial or intellectual property including but not limited to copyrights patents and trademarks are expressly reserved. The Customer shall not make any copies or authorize any copying of anything supplied such as software programs and operating manuals except with the prior written authority of Encore Monitoring and the owner/licensor and in accordance with the license terms as applicable. All copies must be delivered up with the Equipment.

17. CONSUMABLES

Encore Monitoring is entitled to separately charge for consumables including but not limited to pens, paper, toner cartridges, drum developer, fuser, ink jet cartridges and ribbons supplied by Encore Monitoring for the operation of the Equipment.

18. DAMAGE WAIVER

- 18.1 Encore Monitoring has available and may offer at its discretion an optional rental equipment damage waiver facility for certain items of Equipment. If the Customer seeks the waiver and it is available, the monthly rental will be increased by a fee. This waiver does not cover theft or loss of the Equipment or damage to the Equipment caused by the negligence of the Customer or to any damage caused to the Equipment other than in the course of its proper use and provided further:
 - (a) the Customer notifies Encore Monitoring within 2 business days of the damage;
 - (b) the Customer pays to Encore Monitoring an amount equivalent to an undiscounted 1 month's rental fee and damage waiver fee within 14 days of date of notice for this amount.
- 19.2 The waiver option does not apply and the Customer will continue in all respects to be fully responsible if the damage to Equipment was directly or indirectly the result of:
 - (a) Misuse or use contrary to instructions; or
 - (b) Malice or any deliberate act; or
 - (c) Negligence or want of care; or
 - (d) An act or omission by any person who is not the Customer or in the Customer's direct employ; or
 - (e) Damage by any cause at or from a place which has not been approved as a rental location.
- 18.3 The waiver option does not apply and the Customer will continue in all respects to be fully responsible if damage was directly or indirectly the result of:
 - (a) The Customer is in breach of any item or condition of the Rental Agreement; or
 - (b) The Customer fails to fully co-operate with the Police and Encore Monitoring in relation to any theft, loss or repairs to damaged Equipment; or
 - (c) The Equipment has a value, or its price, is in excess of \$100,000.

- 18.4 The waiver option does not apply and the Customer will continue in all respects to be fully responsible for the return of all accessories and manuals.
- 18.5 The waiver option does not apply to any item comprising the Equipment which is noted as being excluded on the accessory list provided with the Equipment. The cost for repair or replacement of these items of the Equipment will be invoiced to and payable by the Customer.

19. ATTORNEY

The Customer appoints Encore Monitoring as its attorney to do all things, execute all documents, and otherwise act in place of the Customer, for the purposes of giving effect to these conditions, including to recover possession of the Equipment, recover amounts due under the Rental Agreement, or for other purposes incidental to the Rental Agreement.

20. SUNDRY

These Terms and Conditions constitute the entire agreement between Encore Monitoring and Customer with respect to the Equipment and shall not be amended except in writing by Encore Monitoring. This Rental Agreement shall be governed in all respects by the laws of Western Australia and the jurisdiction of Western Australia shall apply to any dispute arising out of this Rental Agreement.