

Radlink hereby rents Equipment to Hirer upon the following terms and conditions:

1. In this Agreement the expressions

“Start Date” means the date designated on the rental Agreement as the commencement date:

“Finish Date” means the date designated on the rental Agreement as the completion date.

“Equipment” means the equipment designated on the rental Agreement. “Radlink” means Radlink Pty Ltd ABN 62 890 602 388 T/A Radlink Communications, or its successors or assigns: “Authorised Distributor” means a duly authorised Radlink distributor.

"Rent" means the cost of renting Equipment so designated on the rental Agreement or if the context so admits the cost payable pursuant to Clause 3 hereof:

"Hirer" means the person described on the rental Agreement and in the case of a company includes its permitted successors and assigns and in the case of natural persons includes his/her or their heirs, executors, administrators and permitted assigns: "The term of this Agreement" includes any extended term.

2. Term

This Agreement shall be for the term set forth on the rental Agreement and shall take effect from the Start Date. Hirer shall be at liberty to prematurely terminate this Agreement by returning the Equipment to Radlink. In the event this Agreement is terminated by the Hirer prior to the Finish Date of this Agreement, the Hirer shall make payment to Radlink a sum equivalent to the pro-rata Rent at the prevailing rate applicable to the amended term of this Agreement, for the period between the Start Date and the date the Equipment is wholly returned to Radlink, plus a cancellation fee equivalent to one week's Rent of the Equipment by way of liquidated damages and not as a penalty. In all other respects the terms and conditions of this Agreement shall continue to bind the parties until the Equipment is wholly returned. Radlink shall be entitled to terminate this Agreement at will by giving thirty (30) days' prior notice to the Hirer.

3. Rent

The Total Rental designated on the rental Agreement shall be paid prior to shipment of Equipment to Hirer or collection of Equipment by the Hirer for cash sales. For Radlink approved account customers an invoice will be raised which is payable by the Hirer within thirty (30) days. A security deposit may be required at Radlink's discretion. The security deposit will be returned to the Hirer within seven (7) days of the termination of this Agreement less any deduction as provided by these terms and conditions.

Payment shall be made to Radlink at its address shown on the Equipment Rental Agreement or to such person and /or place as may be designated in writing by Radlink from time to time. Payment of Rent shall be due and payable whether or not Equipment is functional.

Lost, stolen or damaged (e.g.: impact, fluid ingress, paint, marker or engraving) equipment will be invoiced at the rate of current recommended Retail price.

4. Taxes

The cost to Radlink of Federal Goods and Services Tax hereinafter called “the taxes”, applicable on the date of this Agreement will be charged in addition to the Rent charges at the rates of Taxes in effect on that date. Any increase in the rate or number of the Taxes shall be paid by the Hirer to Radlink by way of additional rent. Hirer shall receive the benefit of any reduction in the Taxes.

5. Maintenance

During the term of this Agreement Radlink shall maintain the equipment in accordance with maintenance standards prescribed by Radlink from time to time. Hirer shall immediately advise Radlink of any damage

to or defect in Equipment and shall not permit any person not authorised by Radlink to repair or maintain equipment, other than to replace batteries.

At the request of Radlink or upon equipment becoming non-functional or defective Hirer shall at Hirer's expense deliver Equipment to Radlink or Authorised Distributor for adjustment, maintenance, service or repair. If Equipment having been maintained by Radlink as aforesaid remains defective Equipment shall be returned forthwith to Radlink or Authorised Distributor and exchanged for similar Equipment which shall be rented pursuant hereto as though it had been the original Equipment.

6. Covenants of Hirer

During the term of this Agreement Hirer covenants and agrees (a) to assume complete responsibility for control of the physical operation of Equipment in accordance with the terms of the Wireless Telegraphy Act and Regulations made there under, (b) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations of any government or duly constituted public authority at any place where the Equipment is located, and to hold Radlink harmless from liability or loss by reason of any asserted or established violation thereof and by reason of any damage to persons or property arising from Hirer's use or operation of Equipment; (c) to permit Radlink upon request to inspect Equipment at all reasonable times; (d) not to allow Equipment to be used by any unauthorised person; (e) not to mortgage, pledge, grant a security interest or otherwise encumber Equipment; (f) not to alter, change or abandon Equipment; (g) not to permit Equipment to be used for any illegal purpose; (h) not to purport to sell sublet nor otherwise dispose of Equipment in any manner whatsoever nor without the consent of Radlink to assign or otherwise dispose of Hirer's rights or obligations under this Agreement; (i) at all times to exercise care to prevent damage to or destruction

7. Default and Remedies

Time is of the essence of this Agreement, and if Hirer defaults in the payment of any sum due hereunder or in the performance of any other Agreement or obligation herein contained or Hirer becomes insolvent or bankrupt or admits in writing inability to pay Hirer's debts as they mature, or makes an assignment for benefit of creditors, or if bankruptcy, reorganisation, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any other law for the relief of debtors are instituted by or against Hirer or if Equipment is levied upon or is otherwise seized or taken from Hirer by or on behalf of any other person each of which events is hereby called "an event of default" then Radlink may at any time thereafter by written notice to Hirer immediately terminate this Agreement and/or declare the rent payable in respect of the unexpired term of this Agreement immediately due and payable.

Property in the Equipment shall at all times remain with Radlink and in an event of default Radlink after giving the Hirer seven (7) days written notice as herein provided may retake and hold possession of Equipment before, pending or after any action to recover any sums hereunder, free from all claims whatsoever by, through or under Hirer and Radlink may with or without notice and with or without legal process enter upon any premises where Equipment or any part thereof may be found recover equipment using such force as may be reasonably necessary so to do, and repossess Equipment without prejudice to any other remedy which it might have on account of Hirer's default; and Radlink may as a matter of right retain all payments made hereunder and recover in full rent declared due and payable as aforesaid as well as other damages, if any, that Radlink may have sustained as a consequence of Hirer's default, and neither the recovery of a judgement in such action or the collection of any portion of such rent or such damages shall be deemed inconsistent with or to waive or prevent any other right or remedy Radlink herein above provided for or referred to or existing under applicable law, it being understood and agreed that each and all of the rights and remedies of Radlink in this Agreement are cumulative to and not in lieu of each and every other such right and remedy.

Any provision hereof prohibited by applicable law shall be ineffective to the extent of any such prohibition but no other provisions hereof shall thereby be invalidated. Notwithstanding the foregoing Hirer agrees

that where and to the extent the conflicting or prohibiting provision of applicable law may be waived by Hirer, such provisions are hereby waived.

8. Exclusion of Liability

Hirer agrees that Radlink shall not be liable for and Hirer shall keep Radlink indemnified against the loss or damage suffered by Hirer or any other person, firm or corporation occasioned directly or indirectly by this agreement and shall include but shall not be limited to mechanical failure of equipment power failure, and disruption of discontinuance of Australia.

9. Availability

From time to time Equipment may not be available at the commencement date due to loss destruction or non-operation. This Agreement shall be severable with respect to such Equipment but in all other respects shall bind the parties. Radlink will use its best endeavours to supply the whole of the Equipment at the earliest possible time but shall be under no obligation to do so.

10. Notices

Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by certified mail in a sealed envelope, postage prepaid, addressed in the case of Radlink to its Head Office as set forth in the rental Agreement and addressed in the case of Hirer to its address as set forth in the rental Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited with Australia Post. Radlink or Hirer may from time to time designate any other address for this purpose by written notice to the other party.

11. Waiver

Failure or delay on the part of Radlink to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

12. Prior Negotiation

This Agreement constitutes the entire Agreement of the parties hereto and shall supersede all prior offers, negotiations and Agreements in connection with the subject matter hereof.

13. Amendment

No revision of these Terms and Conditions shall be valid unless made in writing and signed by an officer of Radlink and an authorised agent of Hirer. Revisions to Start Date, Finish Date, and Equipment and Hirer details will be valid upon the reissuing of this Agreement by Radlink and signed acceptance by an authorised agent of Hirer.

14. Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Western Australia. The courts of the State of Western Australia shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement, save that Radlink shall retain the right to bring proceedings against the Hirer in the courts in any other state or country which has jurisdiction.