

THIS AGREEMENT is made on the date stipulated in item 1.

References in this agreement to items are to items of the Appendix to this agreement.

Parties:

1. The party named in item 2 (“Bosshard”).
2. The party named in item 3 (“the renter”).

IT IS AGREED by and between the parties in consideration of Bosshard agreeing to let on terms the goods specified in the Rental Schedule at the request of the renter:

Hiring, delivery and ownership of goods

1. (1) Bosshard shall let the goods on hire to the renter and the renter shall hire the goods from Bosshard upon these terms and conditions.
 - (2) The renter shall at its own cost obtain delivery of the goods and ensure that the goods are prepared and ready for operation in accordance with the manufacturer’s specifications. Such obtaining of delivery by the renter shall, without any further act, irrevocably constitute delivery to and acceptance by the renter of the goods under this agreement.
 - (3) The renter shall, regardless of whether or not the goods have been delivered to and/or accepted by the renter, indemnify Bosshard against and hold Bosshard harmless from any and all liabilities that Bosshard may have or incur in relation to anything arising out of the hiring of the goods by the renter.
 - (4) The hiring of the goods under this agreement shall be for the period (“the hiring period”) commencing as of the date of the renter taking delivery of the goods and ending on the expiration of the term specified in Rental Schedule or the date of the termination pursuant to clause 9(7), whichever is later.
 - (5) Bosshard retains full title and property to and in the goods and the renter shall be a bailee only.

Deposit, rent and other money

2. (1) On or prior to accepting delivery of the goods, the renter shall pay to Bosshard or for Bosshard’s account the total deposit as specified in the Rental Schedule.
 - (2) The renter shall pay to Bosshard the total rent specified in the Rental Schedule by the instalments and on the dates specified in the Rental Schedule.
 - (3) All money payable by the renter under this agreement shall be paid by direct credit to Bosshard’s bank account specified in the Rental Schedule or at such other place as Bosshard may direct in writing, and shall be paid free and clear of any and all deductions, set-offs or counter-claims.

- (4) The renter shall pay to Bosshard interest at the rate per annum specified in item 4 on:
- (a) all money due but unpaid by the renter under this agreement from the due date of payment to the date of payment to Bosshard; and
 - (b) all money paid by Bosshard in or in connection with the exercise or enforcement of its rights under this agreement, from the date of such payment by Bosshard to the date of payment to Bosshard.
- Such interest shall be payable to Bosshard on demand or, if demand is not made, then monthly in arrears, provided however that upon payment to Bosshard of the money due all interest accrued thereon and unpaid shall forthwith be paid to Bosshard.
- (5) The renter's obligation to pay the total rent and all other money payable under this agreement at the times and in the manner herein provided, and Bosshard's rights in and to such total rent and other money, shall be absolute and unconditional and shall not be affected by any defect in the goods or the condition, operation or fitness for use of the goods or any damage to or loss of the goods, or any lien or other encumbrance over or with respect to the goods or any defect in Bosshard's title to the goods or any prohibition, interruption or other restriction of or against Bosshard's use, operation or possession of the goods for any reason whatsoever, it being the intention of the parties hereto that the total rent and other money payable hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this agreement.

Operation, maintenance and storage of goods

3. (1) The renter at its own expense shall keep and maintain the goods in proper working order and condition and in good and substantial repair, employing only properly trained and competent persons and using recognised standards, and keep and maintain the goods at their full capacity for the purpose for which they were intended at the date of their acquisition by Bosshard for the purpose of this agreement.
- (2) The renter shall operate, maintain and store the goods with due care and diligence and in compliance with the instructions and recommendations of the supplier and/or manufacturer of the goods as to operation, maintenance and storage thereof.
- (3) The renter may not, without the written consent of Bosshard, make any additions, replacement or alterations to the goods unless such addition, replacement or alteration is in the nature of repair or maintenance and provided that any such additions, replacements or alterations are of a quality not less than the quality of the goods or any part thereof which is being replaced. The renter shall not without the prior written consent of Bosshard make any addition, replacement or alteration of a major nature to the goods which may lead to a reduction of the value of the goods. Any parts, accessories, equipment or devices which are installed upon or in the goods shall be deemed to be part of the goods and become the property of Bosshard and be subject to all terms and conditions of this agreement.

- (4) The renter undertakes:
- (a) to comply with all relevant laws, regulations, rules and by-laws governing or relating to the registration or licensing of the goods, or in any other manner governing or relating to the goods or their use, and to obtain and maintain in full force and effect all necessary licences, permits, certificates and registrations governing or relating to the goods or any part of them or to the use thereof, and to pay promptly all requisite fees and charges and upon demand to produce to Bosshard receipts for the payment of such fees and charges;
 - (b) when the goods are registered and/or insured in the name of the renter then, upon the renter becoming bound to return the goods to Bosshard pursuant to any provision of this agreement, to forthwith at its own expense obtain and deliver to Bosshard all certificates relating to the goods required by law on any transfer of registration and execute and deliver to Bosshard all transfers and other documents necessary to have the goods registered and insured in the name of Bosshard or of any person nominated by Bosshard as owner, and to give all notices and pay all costs, fees, stamp duty and other outgoings payable in relation to such transfer of registration and such insurance. All acts and things which ought to be done by the renter under this sub-clause may be done by any attorney or agent of the renter hereinafter appointed and the renter hereby irrevocably appoints every officer and also the assigns of Bosshard severally the attorney and agent of the renter for the purposes aforesaid of this clause;
 - (c) to pay to Bosshard on demand all money which Bosshard has paid to make good any failure by the renter to comply with an obligation under this agreement or any other obligation incurred by the renter in respect of the goods, and all other costs and expenses including without limitation legal costs and expenses that Bosshard may incur in the enforcement or protection or attempted enforcement or protection of Bosshard's rights under this agreement or in the goods including without limitation money paid by Bosshard in releasing any lien or other encumbrance claimed over the goods, in dismantling and removing the goods from any premises and in any repair or renovation to any such premises, together with interest thereon in accordance with clause 2(4)(b);
 - (d) promptly to give notice to Bosshard of the occurrence of any event of default or any event which, with the passing of time or giving of notice, or both, might constitute an event of default;
 - (e) to make the goods available for examination and testing by Bosshard upon reasonable notice given by Bosshard; and
 - (f) not to do or cause to suffer to be done any act, matter or thing which is likely to endanger the safety or condition of the goods.
- (5) The renter undertakes that the goods will be and remain at all times under the renter's control and that the goods will be installed or housed at the place specified in the Rental Schedule at all times, and the renter undertakes that the goods will not (unless the goods are mobile) be removed from the place specified in the Rental Schedule and in no case shall they without the prior written consent of Bosshard be removed from the state or territory in which

- that place is located.
- (6) The renter grants Bosshard the right, and will use its best endeavours to ensure that others grant Bosshard the right, at all reasonable times and upon giving to the renter reasonable notice, to enter with the representatives of Bosshard upon any premises where the goods are or are believed by Bosshard to be located and to examine and test the goods and their state of repair and operating condition. Bosshard may serve upon the renter a notice in writing of any defect in the goods requiring the renter within a reasonable time to repair the same whereupon the renter shall carry out such repair.
 - (7) The renter hereby authorises Bosshard to use the renter's name and to act on its behalf in exercising any rights or instituting, carrying on, enforcing and compromising any legal proceeding or action which Bosshard considers desirable to protect Bosshard's rights to the goods.

Liens and encumbrances

- 4.(1) The renter shall not, and shall not attempt to, assign, mortgage, pledge, sell, charge, encumber, sublet, part with possession of, grant any lien, licence or other encumbrance over, or otherwise dispose of or deal with, or permit or suffer to exist any lien or other encumbrance over, the goods or any part of them or any of the rights of the renter to the goods or any part thereof, or any of the rights of the renter under the agreement, and shall keep the goods free from any distress, execution or other legal process.
- (2) The renter shall notify any potential workers upon the goods of the existence of the restriction on the creation of liens or any similar interest, whether by way of pledge or otherwise in or over the goods, and shall notify any person seizing the goods or any part of them of the restrictions contained in clause 4(1).
- (3) The renter shall, if requested by Bosshard place and keep displayed on the goods a notice containing in plain and legible print a statement that Bosshard is Bosshard of the goods and a statement of the restrictions contained in clause 4(1).

Risk and insurance

5. (1) The renter shall assume all risks and liabilities for and in respect of the goods and for injuries to or death of persons and damage to property howsoever arising from the possession, use, maintenance, repair or storage of the goods, subject to clause 6(3). Notwithstanding, whether or not the renter has effected insurance in respect thereof, the renter will indemnify Bosshard against the loss of or damage to the goods, whether by fire, theft, accident, seizure, confiscation or otherwise, and will indemnify Bosshard and hold Bosshard harmless from all other losses, damages, claims, penalties, liabilities and expenses (including legal costs) howsoever arising incurred as a result of or in connection with the goods or the possession, use, maintenance, repair or storage of the goods or the seizure or the taking of possession of the goods by Bosshard.
- (2) The renter shall insure and keep the goods insured with an insurer of recognised standing acceptable to Bosshard in the names of Bosshard and the renter for their respective rights and interests for their full insurable value against such risks as Bosshard may nominate or, in the absence of such

nomination, against loss or damage by fire, theft, accident and such other risks as are insured against by prudent persons engaged in a similar business to that of the renter. The renter shall deliver the policy for such insurance to Bosshard and shall promptly pay all premiums and stamp duty which are necessary for effecting and keeping such insurance in force. The renter shall, on demand, produce to Bosshard evidence to Bosshard's satisfaction that the current insurance premiums have been paid and that the insurance required hereunder is in force. If the renter defaults in effecting or keeping in force an insurance hereunder or if such insurance shall from any cause become void or invalidated, Bosshard may at any time without prejudice to Bosshard's other rights and remedies hereunder, but without any obligation so to do, pay the premiums for such insurances and if so paid by Bosshard the same shall be immediately recoverable by Bosshard from the renter.

- (3) The renter shall not do any act or thing which might in any way invalidate or prejudice any such insurance or Bosshard's interest therein.
- (4) The renter shall notify Bosshard forthwith in writing of any event which leads or might lead to a claim for compensation or a claim under any insurance policy and shall comply with the instructions of Bosshard in connection with any such claim.
- (5) In addition to any other insurance which the renter may be required to maintain pursuant to clause 5(2), the renter shall at its own expense effect and keep in force insurances in an amount or amounts approved by Bosshard against public risk liability and/or product defect liability, and such other insurance in support of the indemnities contained in clauses 1(3) and 5(1) as Bosshard may from time to time require.
- (6) Bosshard shall be entitled to receive and apply at its discretion in or towards repair or replacement of the goods or payment of the amount payable to Bosshard as calculated in accordance with clause 5(7) all money payable to the renter and/or Bosshard by any insurer under any policy of insurance or by any other person in respect of damage to or loss of the goods, and the renter hereby appoints Bosshard as the renter's attorney to make, enforce, settle or compromise any claim for loss of or damage to the goods (whether under a policy of insurance or otherwise) and to demand, sue for, recover, receive and give discharges and receipts for all money payable by virtue thereof. If, notwithstanding the above, any money received on account of any such claims comes into the hands of the renter before a final discharge of the renter from its obligations under this agreement, such money shall be held in trust for Bosshard and shall be paid to Bosshard on demand. To the extent that such insurance proceeds may be insufficient to pay the cost of repair or replacement of the goods or the amount payable to Bosshard as calculated in accordance with clause 5(7), the renter shall pay such deficiency from its own money.
- (7) If the goods shall be totally lost, stolen, compulsorily acquired, destroyed or damaged to an extent which in the opinion of the insurer with whom the goods are insured renders repair impractical or uneconomic, and the parties hereto fail to agree on a replacement for the goods, the hiring hereunder shall terminate and the renter shall pay to Bosshard an amount calculated in

accordance with clause 9(6).

Reliance and warranties

6. (1) The renter hereby acknowledges that, in deciding to enter into this agreement, the renter has not relied in any way on Bosshard's skill or judgment and that the renter has satisfied itself as to the condition and suitability of the goods and their fitness for the renter's purposes. The renter has, prior to entering into this agreement, and will prior to the acceptance of the goods by the renter have, examined the goods and satisfied itself as to their compliance with any specifications as well as their condition, suitability and fitness and the validity of the warranties of the manufacturer and/or supplier.
- (2) Subject to clause 6(3), all conditions, warranties, express or implied, whether arising by statute or otherwise, as to the condition, suitability, quality, fitness for any purpose or safety of or title to the goods are hereby negated and excluded to the full extent permitted by law, and Bosshard gives no such warranty or condition and the renter acknowledges that Bosshard has not given any such warranty or condition.
- (3) Nothing in this agreement is intended to exclude, restrict or modify rights which the renter may have under the Trade Practices Act 1974 ("TPA") or any other legislation which may not be excluded, restricted or modified by agreement. If the TPA or any other legislation implies a condition or warranty into this agreement in respect of goods supplied, and Bosshard's liability for breach of that condition or warranty may not be excluded but may be limited, Bosshard's liability for any breach of that condition or warranty is limited to Bosshard doing any one or more of the following (at its election):
 - (a) replacing the goods or supplying equivalent goods;
 - (b) repairing the goods;
 - (c) paying the cost of replacing the goods or of acquiring equivalent goods;
 - (d) paying the cost of having the goods repaired.
- (4) The renter hereby warrants that the goods are to be used by the renter wholly or mainly for the purpose of a business carried on by it, or by it and another person or persons, and the whole or greater part of the amount payable under this agreement is to be a loss or outgoing necessarily incurred in carrying on the business.

Quiet enjoyment

7. Subject to the renter duly and punctually paying the total rent and observing and performing the obligations, liabilities and other provisions in this agreement on the part of the renter to be observed and performed, the renter shall and may peaceably possess and enjoy the goods during the hiring period without any interruption or disturbance from Bosshard or any other person lawfully claiming by, from or under Bosshard, subject always to the rights of Bosshard under this agreement.

Renter's warranties

8. The renter warrants and represents to Bosshard that:
- (a) The renter, being a body corporate, is duly incorporated and validly existing under the law of its state of incorporation, and has full power and authority to enter into and observe and perform the terms of this agreement, or the renter, being an individual, has full power and capacity to enter into and observe and perform the terms of this agreement;
 - (b) this agreement constitutes legal, valid and binding obligations enforceable against the renter in accordance with its terms;
 - (c) the execution of this agreement and the performance and observance by the renter of every term hereunder do not and will not violate any relevant law or regulation or any agreement or instrument to which the renter is a party or by which any of its assets are bound or, the renter being a body corporate, the constitution of the renter;
 - (d) all consents and approvals, governmental or otherwise, required in order for the renter to execute this agreement and to perform and observe every term hereunder have been obtained and are in full force and effect;
 - (e) no event of default exists and no event has occurred or is continuing which constitutes or might, with the passing of time or giving of notice, or both, constitute an event of default;
 - (f) to the best of the knowledge and belief of the renter, no information furnished by the renter to Bosshard in connection with this agreement contained any material misstatement of fact or omitted to state a material fact;
 - (g) the statements of accounts furnished by the renter to Bosshard are complete and correct and present a true and fair view of the financial condition and results of operations of the renter and since the date of such accounts there has been no material adverse change in such condition or in the results of operations of the renter; and
 - (h) the renter is conducting its business and operations in compliance with all applicable laws and rules and, the renter being a body corporate, the constitution of the renter.

Default and termination

9. (1) Each of the following events is an event of default:
- (a) any instalment of the total rent or any part thereof or any other money payable under this agreement remains unpaid for a period of five days or more after its due date of payment; or
 - (b) the renter fails to observe or perform any obligations, liability or other provision of this agreement on its part to be observed or performed (other than any failure to pay within the terms of clause 9(1)(a)) and such failure continues for a period of seven days or more after notice in writing has been given by Bosshard requiring the renter to remedy the same; or
 - (c) Bosshard ascertains that any warranty, representation or statement made by the renter under or in connection with this agreement has been false or misleading in any material respect; or

- (d) any insurance policy in respect of the goods is cancelled or is not renewed; or
 - (e) the renter commits or suffers or suffers to be committed any act of bankruptcy or, being a body corporate, a resolution is passed for its winding up or a meeting is convened for such purpose or an order is made by any court for its winding up or dissolution or an official manager or provisional liquidator is appointed in respect of it or a receiver or manager or receiver and manager is appointed in respect of the whole or any part of its assets or any inspector is appointed to investigate the affairs of the renter; or
 - (f) execution or distress is levied against the renter or any of its assets; or
 - (g) the renter enters or proposes to enter into any arrangement, reconstruction or composition with any of its creditors; or
 - (h) the renter being a body corporate ceases or threatens to cease to carry on its business or is unable to pay its debts as they fall due or suspends payment generally; or
 - (i) the renter being a body corporate assigns or disposes of or parts with the whole or a substantial part of its undertaking or assets or attempts to do so; or
 - (j) the renter, being an individual, is declared mentally ill or is convicted of a criminal offence or dies; or
 - (k) there is a material adverse change in the business or financial condition of the renter which could adversely affect the ability of the renter to meet its obligations under this agreement.
- (2) The occurrence of an event of default is a repudiation by the renter of this agreement.
- (3) At any time upon or after the occurrence of an event of default:
- (a) Bosshard may take possession of the goods with or without any notice to the renter; or
 - (b) Bosshard may by notice in writing to the renter terminate the hiring hereunder and take possession of the goods;
- and in either case the renter shall forthwith on demand deliver the goods together with all tools and accessories supplied with the goods or forming part of the goods in good order and repair with due allowance for normal wear and tear, at the renter's expense, to Bosshard and in accordance with the directions given by Bosshard, and in default Bosshard may enter any premises occupied or controlled or believed by Bosshard to be occupied or controlled by the renter and repossess the goods, and for such purpose break open any gate or lock and dismantle the goods from any part of the premises to which they may be affixed.
- (4) If Bosshard shall take possession of the goods pursuant to clause 9(3)(a), Bosshard may retain possession of the goods until:
- (a) Bosshard is satisfied that the event of default giving rise to such taking of possession by Bosshard has been remedied, or in Bosshard's opinion such event of default does not or would not prejudicially affect Bosshard's rights under this agreement or in any way endanger the goods or Bosshard's interests in them; and

- (b) there is no other event of default which has occurred and is continuing or has been waived or remedied.

This agreement shall continue during the period of possession by Bosshard and the total rent shall continue to be payable by the renter as if the goods remained with the renter or under the renter's control. As a condition precedent to any redelivery of the goods to the renter, the renter, on demand from Bosshard, shall pay to Bosshard all charges or costs incurred by Bosshard for taking possession of the goods, the maintenance and storage of the goods during the period of possession, and for redelivery of the goods to the renter, and any other charges and costs paid by Bosshard pursuant to the terms of this agreement for which the renter is liable under the terms of this agreement together with interest accrued on such money in accordance with clause 2(4)(b).

- (5) Upon the goods being received by Bosshard consequent upon the termination of the hiring for any reason whatsoever Bosshard shall be entitled to:
 - (a) lease or license the goods or any part of them for such period and at such rental and to such persons as Bosshard may think fit; or
 - (b) sell or otherwise dispose of the goods either in whole or in part at public auction or by private treaty or by both such modes of sale and subject to such conditions as Bosshard may think fit.
- (6) Upon termination of the hiring hereunder for any reason whatsoever the renter shall forthwith pay to Bosshard, by way of liquidated damages an amount equal to the aggregate of:
 - (a) the unpaid balance of the rental instalments comprising the total rent that would have been payable during the hiring period had the hiring hereunder not been terminated, brought to a present value by applying the discount rate (as defined below) to each such instalment over the period by which the date for payment thereof is by virtue of this clause brought forward together with an amount equal to the stamp duty (if any) payable in respect of such rebated total; and
 - (b) the costs and expenses of Bosshard in repossessing and storing, insuring and registering the goods and in entering upon and removing the goods from land or premises whereon the goods are situated and make good any injury or damage caused to the said land or premises; and
 - (c) the costs and expenses of repairs reasonably necessary to bring the goods to a saleable condition; and
 - (d) interest (if any) pursuant to clause 2(4) (to the extent, if any, not hereinbefore claimed from the renter)

less a sum equal to the "net proceeds of sale" of the goods. For the purposes of this clause, the phrase "discount rate" shall mean a rate calculated as at the date of termination to give Bosshard an after tax rate of return equal to Bosshard's original after tax rate of return in respect of the hiring of the goods under this agreement had that hiring run to maturity and all payments had been received on their due dates, and the phrase "net proceeds of sale" shall mean:

- (e) where the goods have come into Bosshard's possession and have been sold — the proceeds of sale after deducting the costs and expenses of sale; and
 - (f) where the goods have come into Bosshard's possession but have not been sold — the retail market value of the goods as determined by a dealer of similar kind of goods appointed by Bosshard (as at the date of termination).
- (7) Upon the expiration of the term set out in the Rental Schedule, the renter may continue to rent the goods on a day to day basis for the rental specified in the Rental Schedule unless the Renter receives a notice from Bosshard terminating the Rental.

Miscellaneous

- 10.(1) A statement in writing signed by any person who is for the time being the general manager, manager, secretary or leasing manager of Bosshard stating the amount or any amount due from the renter hereunder shall be conclusive evidence of the amount so due.
- (2) Any notice served by either party in respect of this agreement shall be deemed to have been served if left at or posted by prepaid mail addressed, in the case of the renter, to its address specified in item 3 or such other address as shall have been specified by notice in writing to Bosshard and, in the case of Bosshard to its address specified in item 2 or such other address as shall have been specified by notice in writing to the renter. Any notice served by post shall be deemed to have been served on the day three days after the date of posting.
- (3) Where Bosshard holds any mortgage, charge or other security as security by the renter for the performance by the renter of the obligations contained in this agreement, then this agreement will be collateral with such security. The powers, rights and remedies hereby conferred upon Bosshard shall be exercisable and capable to being enforced either concurrently with or without prejudice to any powers rights and remedies conferred by such securities or separately therefrom at the option of Bosshard and nothing in this agreement or in any such security shall merge, extinguish, postpone, lessen or otherwise prejudicially affect any right or remedy which Bosshard now has or may hereafter have against the renter, and any default under any such security shall be deemed to be a breach of the terms, conditions and provisions on the part of the renter contained in this agreement.
- (4) This agreement shall be governed by and construed in accordance with the laws of the state or territory specified in item 5.
- (5) In the construction of this agreement, unless the context otherwise requires, Bosshard's rights may be exercised by its nominees and assigns; if the renter comprises two or more parties, they shall be bound jointly and severally and every reference to the renter shall be taken to apply to all such parties and each of them; singular words shall include the plural; words connoting of gender shall include masculine, feminine and neuter; and month shall mean calendar month.

- (6) No time or indulgence or waiver of its rights under this agreement granted or purporting to be granted by Bosshard shall affect Bosshard's position or rights under this agreement or in the goods, or shall constitute a waiver or release of any breach committed by the renter, unless such rights or breach as the case may be shall be expressly waived by Bosshard in writing under the hand of its general manager, or a person expressly authorised by the general manager in that behalf (each of whom are hereinafter included in the expression "authorised officers"). This agreement shall not be amended except expressly and in writing signed by both parties hereto and on the part of Bosshard by one of its authorised officers.
- (7) The renter irrevocably authorises Bosshard and each of its authorised officers to do on behalf of the renter all such things as the renter shall at any time be obliged to do under or by virtue of the provisions hereof and which the renter shall have neglected or refused to do so, and any act matter or thing done and any document executed by Bosshard or any one of its authorised officers purporting to be in pursuance hereof shall be in favour of all other persons and shall, as between Bosshard and the renter, be deemed conclusively to have been in pursuance hereof. Any money which Bosshard pays or becomes liable to pay pursuant to this clause together with expenses incurred by or on behalf of Bosshard in connection with the making good pursuant to this clause of any default or breach by the renter shall be payable to Bosshard on demand together with interest accrued on such money in accordance with clause 2(4)(b).
- (8) The renter warrants to Bosshard that the renter is the owner of the premises where the goods will be installed or housed during the hiring period. The renter shall not attach, affix or secure the goods or any part thereof to any land or premises without the prior consent in writing of Bosshard. Without limiting the generality of the foregoing:
- (a) if the goods shall be affixed, attached or secured to land or premises of which the renter is owner, the goods shall be deemed not to be a fixture and may be removed by Bosshard at any time in accordance with the provisions hereof, and Bosshard shall be entitled to enter upon such land or premises at any time for such purpose and shall not be liable in respect of loss, damage or otherwise arising in respect of such entry or such removal; and
 - (b) if the goods shall be affixed, attached or secured to land or premises of which the renter is not Bosshard, the renter shall, prior to such affixing, attaching or securing, obtain the assent in writing of Bosshard or any mortgagee thereof to the entry thereon and the removal therefrom of the goods in the manner referred to in clause 10(8)(a) and as between Bosshard and the renter Bosshard shall have the same rights of entry and removal as set forth in clause 10(8)(a).
- (9) Subject to clause 6(3), this agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understanding with respect to this transaction.

- (10) If any provision of this agreement shall be found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (11) The headings in this agreement are inserted for convenience only and shall be ignored in construing this agreement.
- (12) Time is of the essence of this agreement.
- (13) The renter acknowledges that, in the event that it was introduced or referred to Bosshard in relation to this transaction by a third party, the renter assents to commission being paid to that third party in respect of this transaction.

Rental Schedule

11.(1) In this agreement, Rental Schedule means the Rental Schedule issued to the Renter at the time of delivery of the goods as amended from time to time.

Executed by the parties as an agreement:

EXECUTED by
The Renter

.....
Authorised Person

.....
Authorised Person

.....
Name (please print)

.....
Name (please print)

EXECUTED by
Bosshard Medical
was affixed to this
document in the presence
of:

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)

APPENDIX

ITEM 1

Date of agreement:

dd/mm/yyyy

ITEM 2

Name and address of owner:

Tomalex Holdings Pty Ltd
Trading as Bosshard Medical
Unit 1, No 3 Kaleski St
Moorebank NSW 2170

ITEM 3

Name and address of renter:

The "Renter"

ITEM 4

Default Interest Rate:

10% per month

ITEM 5

Governing law:

New South Wales