

RENTAL TERMS AND CONDITIONS

The Customer (which for the purpose of this Rental Agreement includes its employees, servants and agents) hereby rents from Marlec Pty Ltd (“**Marlec**”) ABN 23 065 295 605, of Unit 16, 218 Wisemans Ferry Road, Somersby, New South Wales 2250 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 Rental Period

The period of rental commences on the rent start date as shown on the rental agreement and terminates when the Equipment, complete with all accessories is returned to Marlec.

2 Payments and Charges

2.1 Rental Charges

The Customer agrees to pay applicable rental charges for the Nominated Rental Period and any other applicable fees and charges in advance prior to shipment to Customer, refer 2.1a) and 2.1b).

The Nominated Rental Period set out in the Rental Agreement is the minimum for which charges at the daily rate set out in the Rental Agreement apply.

A minimum of \$110 will apply to the first rental invoice, excluding deposits.

In the event that the rental is to exceed the nominated date the Customer should check with Marlec if equipment is available.

When the equipment is not returned at the end of the Nominated Rental Period specified in the Rental Agreement, rental charges will continue to accrue at the same daily rate as set out in the Rental Agreement until the Equipment, complete with all accessories is returned to Marlec. Marlec reserves the right to vary the rental charges at any time after expiration of the Nominated Rental Period and any variation shall be effective immediately upon notification in writing to the Customer at the Customer’s address or at any place where the Equipment is being used.

Payment of the following invoice(s) shall be made immediately from your nominated credit card unless you are an account customer when Marlec’s trading terms apply:

a) If renting for less than a month, the rental charge for the Nominated Rental Period, and if the equipment is not returned at the end of the Nominated Rental Period an invoice will be raised on a weekly basis in advance until the Equipment is returned complete with all accessories. Any adjustment to be made will be on the final invoice.


Or
b) If renting for more than a month an invoice will be raised monthly in advance for the Nominated Rental Period, and if the equipment is not returned at the end of the Nominated Rental Period an invoice will be raised for the monthly rental charges in advance, any adjustment to be made when the Equipment is returned complete with all accessories, on the final invoice.

2.2 Air Time

- a) Post paid airtime. Upon receipt of the Telephone Bill(s) by Marlec, an invoice(s) will be raised for all calls made whilst on rental. Payment of the invoice(s) shall be made immediately from your nominated credit card unless you are an account customer when Marlec’s trading terms apply.
- b) Pre paid airtime. Prepaid airtime will be paid in advance prior to shipping. Additional airtime used over the prepaid amount will be invoiced when telephone bill(s) are received and payment of the invoice(s) shall be made immediately from your nominated credit card unless you are an account customer when Marlec’s trading terms apply. Pre paid airtime cannot be carried forward to another rental or refunded.

2.3 Other Costs

The Customer shall pay or reimburse Marlec on demand all stamp duty, taxes or other statutory charges imposts and expenses which arise or are incurred by virtue of this rental and the cost of all consumable items supplied by Marlec and used up in the use of the Equipment. The rental rate shown on the Rental Agreement does not include packaging handling and freight charges which are shown separately on the invoice.

RENTING		Global and Local	SATELLITE
<i>Hand Held</i>	<i>Video via Satellite</i>	<i>ISDN via Satellite</i>	<i>492KB/S Data via Satellite</i>
Marlec Pty Ltd ABN 23 065 295 605 Unit 16/218 Wisemans Ferry Rd, SOMERSBY NSW 2250 T&C 090414	 In-Case Satellite Phones	Phone: +61 2 4340 4123 Fax: +61 2 4340 1243 Email: rental@marlec.com.au	

3 Data transmission use and Dropped Calls

Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, Marlec makes no representation as to the success of data calls through the system. The applicant agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (ie. Next to a building/obstruction), the Iridium or Globalstar system have inherent flaws and anomalies that can create dropped calls of either voice or data. Dropped calls will not be credited. Marlec can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details

4 Insurance and Risk of Loss

4.1 Insurance

A daily rate per unit is charged for all rentals within Australia to cover damage and theft. An excess is applicable if goods stolen or damaged. In the event of an insurance claim the excess will be charged to your account.

Exclusions apply – please refer to the Exclusions outlined in Annexure “A” following.

4.2 Risk of Loss

Customers will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except to manufacturing defects and normal wear and tear. In the event of such damage or loss, Customer will promptly give Marlec notice thereof and, Customer will elect one of the following options:

- a) Pay to Marlec an amount equal to the Stipulated Equipment Value for the damaged or lost equipment; or
- b) Request that Marlec repair or replace the damaged or lost equipment, and pay to Marlec the cost of such repair or replacement. If Marlec is unable to repair or replace the equipment then option a) shall apply.

In any case if insurance has been charged pursuant to Section 4.1 and the damage is not excluded as outlined in Annexure “A”, the maximum amount to be paid to Marlec for the damage of equipment is the excess as stipulated in the Rental Agreement.

NOTE: Any damage incurred due to incorrect operation or misuse will be at your cost.

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. Return of the Equipment by the Customer is solely at the Customer’s expense and risk even if arranged by Marlec and shall be returned to the premises of Marlec from where it was despatched. The Customer agrees to not ship the Equipment by post.

6 Debit Authority

When the Customer has given a credit card debit authority, Marlec is hereby authorised to debit all fees and charges payable under this agreement to the Customer’s card, whether owing now or in the future.

7 Overdue Payments

If any amount is due and unpaid, the Customer agrees to pay interest not in excess of 8% above the Reserve Bank of Australia 90 Day Bank Bill Rate calculated daily on any overdue accounts until payment is received and the equipment has been returned. The Customer is liable for all additional costs Marlec may incur, including legal, collection and administrative costs to recover unpaid amounts.

8 Ownership and Security Interest

- a) The Customer agrees that Marlec is and shall remain the owner of the Equipment.
- b) The Customer will protect Marlec’s ownership rights against any claims, liens and other encumbrances by Customer’s creditors or other claimants against Customer and shall not sell, charge, pledge or part with possession of the Equipment. Customer will not remove, obliterate or obscure markings which identify Marlec as the owner of the Equipment.
- c) Customer will execute and deliver to Marlec documents and forms which are reasonably necessary or desirable to protect Marlec’s ownership and interest in the Equipment.
- d) the Customer shall notify Marlec immediately if any judgement 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.

9 Equipment Use, Site and Inspection

- a) Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. Marlec does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.
- b) the Customer shall use the Equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so.
- c) the Customer accepts full responsibility for all equipment rented, including its use in accordance with any operating instructions provided or Government Regulations.

- d) the Customer will not use or operate the Equipment in any illegal manner or for any illegal purpose nor in violation of any law ordinance or regulation. The Customer will permit Marlec or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.
- e) the Equipment when returned to Marlec will not have any information contained in or associated with it which would if received by Marlec or any other person be in breach of State, Territory or Federal privacy laws.

9 Default

If the Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, Marlec has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (i) the balance of the Gross Rental Amount will be due and payable immediately and, (ii) Marlec has the right, at its option, to take possession of and remove the Equipment from service immediately. Any other damages or amount chargeable to the Customer shall be immediately due upon such termination.

In addition to failure to perform its obligation elsewhere stated in this Agreement, the following shall be defaults by the Customer:

- a) Issuance of writ, attachment, execution or similar court process against the Customer or its property.
- b) Bankruptcy, or any application for reorganization protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary.
- c) Termination of the Customer's business.
- d) Change in management or ownership of the Customer
- e) If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect.
- f) Any action which jeopardizes Marlec's ownership or agent's ownership rights or ability to take possession of the Equipment.
- g) Failure to pay Marlec's invoices on time

10 Assignment

This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of Marlec.

11 Excusable Delays

If Marlec's performance of any obligation is delayed due to reasons beyond Marlec's control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will Marlec be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance.

12 Warranty

Marlec 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 Agreement the Customer acknowledges that it has not relied upon any statement or representation by Marlec 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 Marlec the Customer acknowledges that under no circumstances is Marlec responsible or liable for any failure or unsuitability of the Equipment to perform the purpose required by the Customer.

13 Deposit

The Company shall hold the deposit(s) as shown under 13a) and 13b) as security for the due performance by the Customer of its obligations and may apply the whole or part of the deposit at any time against moneys due but unpaid or any expenses, loss or damage incurred by the Company as a result of a failure by the Customer to perform properly its obligations. Applications by the Company of the whole or any part of the deposit pursuant to this clause shall be without prejudice to any other right of the Company arising out of the contract.

- a) A booking deposit is required prior to rental of the equipment and will be refunded against the final invoice, subject to Clause 13 of this agreement. The Booking Deposit will not be refunded if booking is cancelled within 1 week of rental.
- b) A security deposit is required prior to rental of the equipment for all Equipment to be used outside of Australia and this will be refunded against the final invoice subject to clause 13 of this agreement

Marlec reserves the right to charge a security deposit for rentals to Customers hiring equipment who are not residents of Australia.

14 Cessation

Notwithstanding the Nominated Rental Period Marlec expressly reserves the right to require cessation which may be exercised on demand and at the absolute discretion of Marlec. If Marlec so demands the Customer shall forthwith return Equipment to Marlec. The applicable rental fee shall be adjusted and payable at the daily rate on the Rental Agreement.

15 Indemnity

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

16 Sundry

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

Definitions

"Customer" means any commercial entity and its related corporations, government departments or individuals who enter into an agreement or contract with Marlec.

"Nominated Rental Period" is the period stated on the Rental Agreement commencing with the rent start date and ceasing on the nominated termination date.

ANNEXURE "A"

INSURANCE EXCLUSIONS (to be read in conjunction with the Rental Terms & Conditions)

Marlec Pty Ltd and their Insurers shall not be liable to indemnify the Renter in respect of any claim or claims caused by or resulting from:

1. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
2. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel;
3. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. insects, vermin, inherent, vice, wear, tear, gradual deterioration, dampness of atmosphere, extremes or changes of temperatures, shrinkage, evaporation, loss of weight, leakage of contents, unless caused by an Occurrence not otherwise excluded;
5. any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by or on behalf of the Renter or at the Renter's direction, unless accidental fire or explosion ensues and then only for the Damage caused by such ensuing fire or explosion;
6. unexplained disappearance;
7. rain, sleet snow or hail whether driven by wind or not, to Property stored in the open;
8. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities used by the Insured in connection with the Production, unless fire ensues and then only for the Damage caused by such ensuing fire;
9. damage to Property caused intentionally by or at the direction of the Renter.
10. Biological / Chemical Exclusion. This insurance does not cover loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of any biological, chemical radioactive or nuclear agent, material, device or weapon
11. Terrorism Exclusion. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or on connection with any action taken in controlling, preventing, suppressing or in any way relating to act of or threat of or fear of terrorism (whether actual or perceived).