MASTER RENTAL AGREEMENT

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The Rental of the Equipment, and any subsequent purchase thereof, is subject always to these Conditions, which constitute the full agreement between the contracting parties. Please read these terms and conditions carefully before signing the Conditions or accepting Delivery of any Equipment. Nexxis may, at its sole discretion, decline to rent the Equipment to the Customer.

1. Acceptance

1.1 These Conditions apply to each agreement for the rental hire and supply of Equipment, and shall be read together with, and form part of, any Quotation and/or Invoice issued to the Customer, incorporating all of the provisions hereof.

1.2 The written or verbal approval by the Customer of any Quotation, or a Customer providing instructions to Nexxis or taking Delivery of any Equipment after it has been issued with a Quotation, will each constitute acceptance by the Customer of these Conditions, and shall establish a binding agreement between the Parties.

1.3 The Customer acknowledges and agrees that these Conditions (read together with any Quotation or Invoice) exclusively and completely state the rights and obligations of the Parties with respect to the hire of Equipment, and shall supersede and replace all negotiations and prior agreements, whether written or verbal, in respect of the Equipment and other matters dealt with in the Conditions. If there is any conflict or inconsistency between this document and any prior or subsequent agreement between the Parties, these Conditions will prevail, save that if any Equipment is subsequently sold to a Customer, than the terms of the Sale Agreement shall apply and supersede these Conditions to the extent necessary in the event of any inconsistency.

1.4 If the Customer comprises more than 1 person or entity then these Conditions shall bind each of them separately and any 2 or more of them jointly.

2. Rental Term

2.1 The Rental Term shall commence on the Start Date, and shall conclude:

(a) At 5:00pm on the Expiry Date (unless otherwise extended or terminated in accordance with these Conditions) prior to which time all Equipment is required to be returned to Nexxis; or

(b) Where no Expiry Date has been specified, on the return of the Equipment to Nexxis in accordance with these Conditions.

2.2 In the event the Equipment is returned before the Expiry Date:

(a) If the Equipment is returned due to a request made by Nexxis pursuant to clause 2.3, Nexxis may adjust the Charges (pro-rata) to reflect the shorter Rental Term; and/or

(b) If the Equipment is returned for any other reason, Nexxis may require the immediate payment by the Customer of any Charges or other sums payable under clause 13.2(a), which may include Charges for the full Rental Term irrespective of the actual date upon which the Equipment is returned.

2.3 Nexxis expressly reserves the right to demand the return of its Equipment at any time upon giving the Customer five (5) business days' notice that the Equipment must be returned, following which the Customer shall immediately return the Equipment to Nexxis. The applicable Charges shall be adjusted and payable on a pro-rata basis. For the purpose of the pro-rata, a week shall be of seven (7) days, and a month shall be thirty (30) days.

2.4 The Rental Term may be extended by mutual agreement between the parties, and all additional Charges for the Equipment will be invoiced every fourteen (14) days until the Equipment is returned to Nexxis.

2.5 If the Customer remains in possession of any Equipment beyond the Expiry Date with Nexxis' consent then, unless Nexxis has agreed otherwise, the Rental Term shall be automatically renewed and Charges shall accrue on a daily basis with additional Charges invoiced each month until the Equipment is returned ("**Holding Over Period**"). At least seven (7) days' notice must be given by the Customer to Nexxis prior to terminating any further rental term that applies under this clause. If the Customer fails to provide sufficient notice under this clause prior to returning any Equipment, the Customer must pay the full amount of any Charges that would otherwise have accrued for the remainder of the Holding Over Period.

3. Charges and Payment

3.1 At Nexxis' sole discretion the Charges that must be paid by the Customer shall be either:

(a) As indicated on the relevant Invoice issued to the Customer; or

(b) The Charges quoted in the relevant Quotation (subject to clause 3.2 and, if applicable, clause 3.3),
PLUS any additional costs that arise or are incurred pursuant to clause 3.7 or otherwise pursuant to and permitted under these Conditions.

3.2 Quotations are valid for thirty (30) days from the date of issue, unless withdrawn earlier by Nexxis at its sole discretion. Nexxis may cancel or withdraw any Quotation at any time prior to acceptance by the Customer.

3.3 Nexxis reserves the right to alter the Charges and/or issue to the Customer an amended, additional or replacement Quotation, if:

(a) The Customer makes any additional or amended request for Equipment not included in the original Quotation, or for changes in the specifications of the Equipment;

(b) Any information provided by the Customer for the purposes of the Quotation is incorrect, incomplete or inaccurate;

(c) The Customer fails to do anything required to be done by it under these Conditions, which alters the Charges, scope or timeframe for Delivery of any Equipment;

(d) Delivery of the Equipment is delayed for any reason; or

(e) The Customer requests Nexxis to provide additional assistance or maintenance relating to the Equipment following Delivery.

3.4 At Nexxis' sole discretion:

(a) A deposit may be required to be paid by the Customer before taking Delivery of any Equipment, on such terms stipulated in the applicable Quotation. To the maximum extent permitted by law, any deposit paid by the Customer to Nexxis is non- refundable in any circumstances; and

(b) Additional fees may apply where any Equipment has been reserved by booking and the Customer fails to take Delivery of the Equipment on the Start Date, or provides Nexxis with less than 48 hours' notice of its intention to cancel or withdraw its request for Equipment. In the event of cancellation, the Customer must pay the relevant additional Charges that apply as specified in the Cancellation Policy.

3.5 Time for payment for the Equipment being of the essence, the Charges will be payable by the Customer on the date/s determined by Nexxis, which may be:

(a) On, or before, Delivery; or

(b) By way of instalments, in accordance with any payment terms specified by Nexxis in writing; or

(c) The due date for payment specified on any Invoice, Quotation or other form as being the date for payment; or

(d) Failing any notice to the contrary, the date which is fourteen (14) days following the date of the relevant Invoice.

3.6 Payment may be made by bank cheque, electronic/on-line banking, credit card, or by any other method as agreed to between the parties.

3.7 The Customer shall be responsible for the payment of, all costs, fees, taxes, duties, imposts and expenses that arise, or are incurred, in supplying or facilitating Delivery of Equipment, including any stamp duty (or like, or similar duty), any Goods and Services Tax or Value Added Tax (or taxes in the manner or nature thereof), any rental tax or tax on rental Equipment, any customs duties and tariffs applicable to the country where the Equipment has been sourced from, or any fees required to register or maintain any Security Interest (as that term is defined in the PPSA) held by Nexxis in respect of Equipment supplied to the Customer.

3.8 Where the Customer has given a credit card or account debit authority, Nexxis is hereby authorised to debit the Charges (and other associated fees and charges payable by the Customer under these Conditions) to the Customer's credit card or account, as the applicable amounts become due.

3.9 The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed (or claimed to be owed) to the

Customer by Nexxis, or to withhold payment of any Invoice because all or part of that Invoice is in dispute.

3.10 Receipt by Nexxis of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then Nexxis' rights in relation to the Equipment and pursuant to these Conditions, shall continue.

4. Delivery and Return of Equipment

4.1 Delivery is taken to occur at the time that either of the following methods of delivery are effected in accordance with their terms:

(a) When the Customer (or the Customer's nominated carrier) takes possession of the Equipment at Nexxis' nominated address (as specified by Nexxis). The Equipment must be collected within seven (7) days of Nexxis notifying the Customer that the Equipment is ready for collection. Following any failure of the Customer to collect the Equipment within this timeframe, Nexxis will arrange Delivery to the Customer as per sub-clause (b); or

(b) Nexxis arranges (with its nominated carrier) for the Equipment to be delivered to the Customer, then on actual delivery of the Equipment to the Customer's nominated address, whether or not the Customer is present at the address. All transport and related costs of Delivery shall be payable by the Customer, in addition to the Charges. If no address for Delivery is forthcoming from the Customer, the Customer will be liable for all storage costs and any Loss arising from the delay in effecting Delivery.

4.2 Nexxis shall not be responsible for any damage to, or loss of, the Equipment whilst the Equipment is being delivered to the Customer.

4.3 Nexxis may deliver the Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the applicable Quotation or Invoice and these Conditions.

4.4 Any time or date given by Nexxis to the Customer is an estimate only. The Customer must still accept Delivery, even if late, and Nexxis will not be liable for any Loss suffered by the Customer as a result of Delivery being late.

4.5 Return of the Equipment by the Customer is solely at the Customer's expense and risk, even if arranged by Nexxis, and shall be to the address specified in the Quotation for return.

4.6 Equipment returned to Nexxis before 9:00am on any business day will be deemed to have been received on the previous calendar day. Equipment received after 9:00am on any business day will be recorded as received on that business day.

4.7 Equipment not returned at the conclusion of the Rental Term in accordance with clause 2.1, shall be subject to additional daily Charges up to and including the day the Equipment is returned to Nexxis.

4.8 Where the return of the Equipment is agreed or required to be effected by Nexxis, Nexxis will arrange to collect the Equipment within a reasonable period of time, but until actually collected by Nexxis all risk in relation to the Equipment remains with the Customer who is responsible for storing and maintaining the Equipment whilst it is awaiting such collection.

5. Customer's Responsibilities and Warranties

5.1 The Customer must inspect the Equipment on Delivery to ensure that the Equipment has been received in clean and good working order and that it complies with its description, is in merchantable condition and is fit for the Customer's purpose.

5.2 The Customer must notify Nexxis within 48 hours of Delivery if the Equipment is not in good working order or the Customer identifies any damage or defect regarding the Equipment. If the Customer fails to provide such notification to Nexxis within this time, it shall be deemed that the Equipment was in a good state of repair and in clean and good working order on Delivery.

5.3 The Customer warrants that the Customer's vehicle is suitable for towing the Equipment (if applicable and where required).

5.4 For the duration of the Rental Term, the Customer shall:

(a) In respect of the Equipment, comply with all State, Territory and Federal laws, including the compliance with all occupational health and safety laws and regulations relating to the use of the Equipment, and associated operations;

(b) Permit Nexxis, its agents or servant, to enter the premises where the Equipment is located at all reasonable times in order to inspect and/or carry out repairs to the Equipment; and

(c) Be responsible for advising Nexxis of any need for the recalibration or repair of the Equipment.

5.5 The Equipment, when returned to Nexxis, will not have any confidential or other information contained in, or associated with it, which may, if received by Nexxis or any other party, constitute a potential or actual breach of any State, Territory or Federal privacy laws.

5.6 The Customer shall notify Nexxis immediately if any judgement or order is levied against the Customer or its property, or if the Customer suffers an Insolvency Event.

5.7 *Use, Operation and Maintenance*

The Customer acknowledges and agrees that, for the duration of any Rental Term and at all other times when the Equipment is in its possession, it shall:

(a) Notify Nexxis immediately of the full circumstances of any mechanical breakdown or failure of the Equipment, accident or incident involving the Equipment (including where the Equipment does not operate properly). The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification, and must request instruction from Nexxis before taking any actions;

(b) Use the Equipment in a careful and proper manner, and for its intended purpose only, and not interfere, tamper with, repair, alter, modify or make additions to the Equipment (including, but not limited to, altering, modifying or removing any sticker or Nexxis identification from the Equipment), or let anyone else do so, without the prior written consent of Nexxis;

(c) Utilise the Equipment for its business purposes only (and not for any illegal purpose), and not permit the Equipment (of any part thereof) to be used by any other party and/or for any other purpose without the express permission of Nexxis;

(d) Ensure that all persons operating or installing the Equipment are instructed in its safe and proper use, and (where required) hold valid proof of training, or hold a valid driver's licence, operating licence or permit valid for the type/class of the Equipment;

(e) Operate, maintain, store and transport the Equipment in a careful and responsible manner, and:

(i) (Where applicable) strictly in accordance with any recommendations provided by Nexxis and/or the manufacturer, and with due care and diligence; and

(ii) Keep the Equipment in a safe and secure location at the nominated address for Delivery, as specified in the Quotation, unless prior written permission has been obtained from Nexxis to relocate the Equipment elsewhere; and

5.8 (f) Pay to Nexxis, on request, the costs of all Consumables provided by Nexxis which have been used by the Customer up to the date the Equipment is returned to Nexxis.

Nexxis shall, if it deems necessary, provide maintenance of, and recalibration for, the Equipment, and shall, in the event of any defect in the Equipment through no fault of the Customer, use its best endeavours to expeditiously repair or replace the Equipment. In the event of any defect, Nexxis may, at its sole and absolute discretion, and for such length of time as it deems necessary, replace Equipment with similar equipment of such type or model as may be available, and the substitution equipment shall continue to be subject to these Conditions.

6. Risk and Insurance

6.1 The Equipment shall at all times, throughout the Rental Term and otherwise whilst in the care, custody, possession or control of the Customer, be at the sole risk of the Customer, which passes to the Customer on Delivery.

6.2 The Customer acknowledges and agrees that the use of Equipment carries with it dangers and risks of injury, and the Customer agrees to accept all such dangers and risks and be solely responsible for any Loss that may arise whatsoever due to the operation and use of the Equipment by the Customer or its employees, officers, agents, related parties or unrelated third parties.

6.3 Nexxis will maintain current insurance policies in respect of the Equipment to its full insurable value. This insurance does not provide coverage for any other person or entity, including the Customer, unless the Customer has paid the Damage Waiver Fee before taking Delivery of the Equipment.

6.4 Unless to the extent any costs are specifically excluded by the Damage Waiver (if applicable), the Customer will be responsible for any Loss, theft, damage or destruction to the Equipment (howsoever caused, but excluding fair wear and tear) during the Rental Term, and without limiting the generality of the foregoing, whether or not such loss, theft or damage is attributable to any negligence, failure, act or omission of the Customer. The Customer acknowledges and agrees that:

(a) The Customer will pay to Nexxis the new replacement cost (as assessed by Nexxis) in the event that any Equipment is lost, stolen, destroyed or damaged beyond repair;

(b) In respect of damage or loss of the Equipment, or failure to return all of the Equipment (which may render the Equipment unusable), the Rental Term shall continue and the Customer shall continue to pay the Charges until the Equipment has been returned or repaired, or the Customer has paid the replacement cost of the Equipment;

(c) If the Equipment shall require repair, recalibration or replacement as a result of the Customer's use of the Equipment, the Customer shall bear the cost of any such repair, recalibration or replacement (including any transport charges that apply);

(d) The Customer indemnifies Nexxis for all Loss or damage suffered as a consequence of any damage or loss to, or failure to return, the Equipment; and

(e) The Customer shall pay to Nexxis:

(i) a reasonable calibration and refurbishing fee in the event that ownership labels, calibration seals or anti-tamper notices affixed to the Equipment are removed or defaced during the Rental Term;

(ii) together with a fee determined by Nexxis, the cost of any item, article, accessory, consumable, document or thing supplied in conjunction with the Equipment (including operation manuals) not returned to Nexxis on return of the Equipment; and

(iii) a reasonable cleaning fee in the event the Equipment is returned in an untidy or unclean state.

7. Damage Waiver Fee

7.1 If Nexxis chooses at its sole discretion to offer the benefit of the Damage Waiver to the Customer, the Damage Waiver shall only apply if the Damage Waiver Fee is paid prior to the Start Date.

7.2 Subject to and conditional upon payment of the Damage Waiver Fee being received by Nexxis, Nexxis agrees to pay the reasonable cost of repairs or replacement of the Equipment due to damage occurring during the Rental Term, subject to any excess payable by the Customer.

7.3 The Damage Waiver:

(a) Does not give rise to any entitlement of the Customer to any compensation from Nexxis owing to any Loss whatsoever incurred by the Customer in relation to the use of the Equipment;

(b) Ceases to have any force or effect on the Expiry Date, unless an extension of the Rental Term has been granted by Nexxis in writing, and an additional agreed fee is paid by the Customer; and

(c) Does not apply to any Loss whatsoever which relates to, or arises from:

(i) breach of any laws or regulations in connection with the use of the Equipment or otherwise, by the Customer or any other person during the Rental Term;

(ii) misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use and/or overloading of the Equipment;

(iii) theft, loss or damage by whatever cause and in any circumstance to tools and/or accessories supplied with the Equipment (including, but not limited to, any Consumables);

(iv) lack of appropriate storing or non-adherence to other normal maintenance requirements reasonably expected of any person hiring goods of the same or similar type as the Equipment;

(v) disregard for instructions given to the Customer by Nexxis in respect of the proper use of the Equipment or in contradiction of the manufacturer's instructions;

(vi) unexplained disappearance of the Equipment; and/or

(vii) loading or off-loading Equipment from maritime vessels, transportation of Equipment on maritime vessels or the use of Equipment on any wharf, bridge or over any body of water.

8. Title

8.1 Nexxis and the Customer agree that Nexxis retains full legal and equitable title in and to any and all Equipment supplied to the Customer, and at all times after taking Delivery of the Equipment, the Customer:

(a) is only a bailee of the Equipment, and has no right, title, estate or interest in the Equipment, and must return the Equipment to Nexxis on the Expiry Date or otherwise on request;

(b) shall not sell, dispose or otherwise part with the possession of the Equipment;

(c) shall not assign any rights contained in these Conditions or convert or process the Equipment, or intermix or commingle the Equipment with any other products;

(d) shall not agree, offer or purport to grant (or actually grant) any encumbrance over (or in connection with) the Equipment, , or otherwise to deal with the Equipment or conceal the Equipment, or remove the Equipment from the State without the express prior written consent of Nexxis (which Nexxis may withhold in its absolute discretion). For the purpose of these Conditions, "encumbrance" means any mortgage, lien (including a lien in respect of any repairs to the Equipment), charge, bill of sale, option title, retention, pledge (including pledging Nexxis' credit in connection with the Equipment), claim, restriction, condition, overriding interest, or security interest pursuant to the PPSA.

8.2 Where the Customer fails to return the Equipment to Nexxis, in accordance with these Conditions, and/or fails to pay any Charges on their due date for payment, the following terms apply:

(a) Nexxis is irrevocably entitled at any time and from time to time, to inspect and/or to recover and retake possession of any or all such Equipment, and otherwise to exercise in relation to any or all such Equipment any and all of its legal and equitable rights whether those rights are as owner and/or unpaid hirer or otherwise, and whether those rights are conferred by common law, contract, statute or in any other way;

(b) In order to exercise such rights and entitlement, Nexxis and its agents are irrevocably authorised by the Customer to enter into or upon any site or premises of the Customer or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by Nexxis, and hereby agrees and undertakes to indemnify and keep indemnified Nexxis and its agents from and against any and all Claims, costs, damages, Loss or liability of whatsoever kind, arising or resulting in any way from any entry into or upon such third parties' premises;

(c) Nexxis and its agents agree to take all reasonable care in removing the Equipment from any such premises but, to the fullest extent that this liability may be disclaimed by law, are and will not be liable for any damage or injury of any kind, caused to the site or premises by the removal of the Equipment, and the indemnity given above by the Customer shall extend equally to such removal.

8.3 This reservation of title and ownership is effective and fully enforceable, regardless of whether or not the Equipment has been altered from its supplied form or commingled with other goods.

9. Personal Property Securities Act 2009 ("PPSA")

9.1 In this clause "financing statement", "financing change statement", "PPS lease", "purchase money security interest", "security agreement", and "security interest" have the meaning given to those terms in the PPSA.

9.2 The hire of Equipment under these Conditions constitutes a PPSlease, and the retention of title arrangement described in clause 8 above constitutes the grant of a purchase money security interest by the Customer in favour of Nexxis in respect of all present and after-acquired goods (including the Equipment) supplied to the Customer by Nexxis.

9.3 Upon agreeing to be bound by these Conditions, in writing, the Customer acknowledges and agrees that these Conditions taken together with any applicable Quotation constitutes a security agreement for the purposes of the PPSA and creates a security interest in:

(a) all Equipment that has previously been supplied (if any), and that will be supplied in the future, by Nexxis to the Customer; and

(b) all the Customer's present and after acquired property being a charge, including anything in respect of which the Customer has at any time a sufficient right, interest or power to grant a security interest in, for the purposes of securing repayment of all monetary obligations of the Customer to Nexxis for services

– that have previously been provided (if any), and that will be provided in the future, by Nexxis to the Customer.

9.4 The Customer undertakes to:

(a) indemnify, and upon demand reimburse, Nexxis for all expenses incurred in registering a financing statement, or financing change statement, on the Personal Property Securities Register established by the PPSA, or releasing any registration made thereby; and

(b) not register, purport to register, or permit to be registered a financing statement, or financing change statement (including any in favour of a third party), in respect of the Equipment, without the express written consent of Nexxis.

9.5 The Customer acknowledges and agrees that Nexxis may register its security interest as a purchase money security interest.

9.6 To the extent that Chapter 4 of the PPSA applies to any security interest referred to or arising under these Conditions, Nexxis and the Customer both agree that the following provisions of the PPSA do not apply and are hereby expressly contracted out of : section 96 (retention of accession), section 121(4) (notice to grantor), section 125 (obligations to dispose of or retain collateral), section 130 (notice of disposal to the extent it requires Nexxis to give notice to the Customer), section 129(2) and 129(3), section 132(3)(d) (contents of statement of account after disposal), section 132(4) (statement of account if not disposal), section 135 (notice of retention), section 142 (redemption of collateral) and section 143 (re-instatement of security agreement).

9.7 The following provisions of the PPSA confer rights on Nexxis: section 123 (seizing collateral), section 126 (apparent possession), section 128 (secured party may dispose of collateral), section 129 (disposal by purchase) and section 134(1) (retention of collateral). The Customer agrees that in addition to those rights, Nexxis shall, in the event of a Default, have the right to seize, purchase, take possession (or apparent possession), retain, deal with or dispose of any goods, not only under those sections, but also as additional and independent rights, pursuant to these Conditions, and the Customer agrees that Nexxis may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.

9.8 Unless otherwise agreed to in writing by Nexxis, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

9.9 Both parties agree not to disclose information of the kind that can be requested under section 275(1) of the PPSA. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPSA continues to apply. The agreement in this sub-clause is made solely for the purposes of allowing Nexxis the benefit of section 275(6)(a), and Nexxis shall not be liable to pay any damages (or other compensation), or be subject to injunction, if Nexxis breaches this sub-clause.

9.10 The Customer unconditionally ratifies any actions taken by Nexxis under clauses 9.5 to 9.7.

9.11 Unless as expressly addressed in this clause, nothing in these Conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

10. Sub-Leasing

10.1 The Customer must not lease, sub-lease, bail or otherwise give possession of the Equipment to any other party under any circumstances.

11. Exclusions and Limitation of Liability

11.1 Under applicable State, Territory and Commonwealth Law (including, without limitation the CC Act and the Fair Trading Act applicable to the State or Territory), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CC Act or the Fair Trading Act applicable to the State or Territory) may be implied into these Conditions ("Non-Excluded Guarantees"). Nexxis acknowledges that nothing in these Conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these Conditions, or in respect of the Non-Excluded Guarantees, Nexxis makes no warranties or other representations under or pursuant to these Conditions (including, but not limited to, the merchantability, description, quality, suitability, or fitness of the Equipment for any purpose, or as to design, assembly, installation, materials, workmanship, or otherwise). Nexxis' liability to the Customer in respect of these warranties is limited to the maximum extent permitted by law, and the following:

(a) replacement of the Equipment (or the supply of equivalent equipment), or the payment of the cost of replacing the Equipment (or of acquiring equivalent equipment); or

(b) repair of the Equipment, or payment of the cost of having the Equipment repaired.

11.2 If Nexxis is required to replace the Equipment under this clause, or the CC Act, but is unable to do so, Nexxis may refund any money the Customer has paid for the Equipment.

11.3 Subject to clause 11.1, Nexxis shall be under no liability whatsoever to the Customer in any circumstance for any Loss, damage and/or expense (including loss of profit) suffered by the Customer, including arising out of, or by any reason of, any data or information of the Customer being contained in the Equipment on the return or repossession thereof. Alternatively, Nexxis' maximum aggregate liability for any Loss or Claim arising in any way under or pursuant to these Conditions, shall be limited to an amount which under no circumstances shall exceed the Charges actually paid by the Customer.

11.4 The Customer acknowledges that it has not relied upon any statement or representation by Nexxis in respect of the purpose for which the Customer desires to use the Equipment, and that Nexxis is not responsible or liable for any failure or unsuitability of the Equipment to perform the purposes required by the Customer.

11.5 The Customer shall indemnify, and keep indemnified, Nexxis against all liability in respect of all actions, proceedings, Claims, Loss and damages including in relation to the injury or death of any persons suffered in connection with the supply of the Equipment by Nexxis and/or otherwise arising out of, or consequent on, the use of the Equipment, and whether or not arising from any negligence, misuse, failure or omission of the Customer or any other persons.

12. Default and Consequences of Default

12.1 In the event of any Default the Nexxis shall be entitled (at its sole discretion and option, and without prejudice to any other remedies Nexxis may have under or pursuant to these Conditions or at law):

(a) treat its agreement with the Customer as breached and repudiated by the Customer, and with (or without) any notice, accept the repudiation and terminate the agreement; whereupon the Customer shall immediately (at its own cost and expense) return the Equipment to Nexxis; and/or

(b) at any time prior to payment in full of the Charges for the Equipment, or any other Equipment supplied by Nexxis for which payment is outstanding:

(i) suspend or terminate any arrangement with the Customer pursuant to these Conditions;

(ii) require the immediate payment of all Charges, in cash, before Delivery (or the performance of any associated services), irrespective of whether or not such are due for payment, or any payment terms previously specified or agreed to between the parties;

(iii) takeover, or repossess, the Equipment, and dispose of such, without prejudice to any claim Nexxis may have against the Customer for any damages or Loss resulting from any sale or disposal thereof; and/or

(iv) exercise all rights to the Equipment as the owner thereof; and/or

(c) charge the Customer interest on any overdue payments, which shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Nexxis' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

12.2 The Customer agrees to indemnify Nexxis, and be responsible for all Loss, costs, disbursements, charges and other liabilities incurred by Nexxis as a result of any Default (including, but not limited to, internal administration fees, legal costs on a solicitor and own client basis, Nexxis' contract default fee, and bank dishonour fees), or as a result of Nexxis' enforcement of any term or condition provided under these Conditions, or arising out of or in any way connected with the use of the Equipment.

13. Termination

13.1 Without prejudice to any other remedies Nexxis may have against the Customer, and notwithstanding the Rental Term specified in the Quotation, any agreement for the hire of Equipment governed by these Conditions may be terminated by Nexxis:

(a) Giving the Customer at least two (2) days written notice of such termination at any time; and

(b) Without notice in the event of any Default. In

13.2 the event of termination under clause 13.1:

(a) the Customer shall be responsible for the immediate payment of the following sums:

(i) All Charges due and payable up to the date of termination notwithstanding whether the Rental Term ends before the Expiry Date; and

(ii) All other sums owing by the Customer arising out of or attributable in part or in whole to any Default, including consequential damages for the loss of bargain and all Loss howsoever incurred by Nexxis in connection with such Default.

13.3 Nexxis shall not be liable to the Customer for any Loss or damage the Customer suffers because Nexxis has exercised its rights under this clause, and the Customer acknowledges and agrees that the Customer will have no Claim against Nexxis of any kind arising from or in relation to any agreement terminated under this clause.

14. Privacy Act 1988

14.1 The Customer agrees for Nexxis to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Nexxis.

14.2 The Customer agrees that Nexxis may exchange information about the Customer with those credit providers and any Related Bodies Corporate for the following purposes:

(a) to assess an application by the Customer; and/or

(b) to notify other credit providers of a default by the Customer; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.

14.3 The Customer consents to Nexxis being given a consumer credit report to collect overdue payment on commercial credit.

14.4 The Customer agrees that personal credit information provided may be used and retained by Nexxis for the following purposes (and for other agreed purposes or required by):

(a) the supply of Equipment; and/or

(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the supply of Equipment; and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or

(d) enabling the collection of amounts outstanding in relation to the Equipment.

14.5 Nexxis may give information about the Customer to a CRB for the following purposes:

(a) to obtain a consumer credit report;

(b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

14.6 The information given to the CRB may include:

(a) personal information as outlined in 14.1 above;

(b) name of the credit provider and that Nexxis is a current credit provider to the Customer;

(c) whether the credit provider is a licensee;

(d) type of consumer credit;

(e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);

(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Nexxis has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);

(g) information that, in the opinion of Nexxis, the Customer has committed a serious credit infringement;

(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars ($150).

14.7 The Customer shall have the right to request (by email) from Nexxis:

(a) a copy of the information about the Customer retained by Nexxis and the right to request that Nexxis correct any incorrect information; and

(b) that Nexxis does not disclose any personal information about the Customer for the purpose of direct marketing.

14.8 Nexxis will destroy personal information upon the Customer's request (by email) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

14.9 The Customer can make a privacy complaint by contacting Nexxis via email. Nexxis will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

15. Change in Control

15.1 The Customer shall give Nexxis not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, addresses, contact phone or fax number/s, or business practice). The Customer shall be liable for any Loss incurred by Nexxis as a result of the Customer's failure to comply with this clause.

15.2 The Customer shall notify Nexxis 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.

16. General

16.1 These Conditions and any related Quotation, constitute the entire agreement between the parties with respect to the Equipment, and:

(a) Shall not be amended except with Nexxis' consent in writing. The Customer agrees that Nexxis may amend these Conditions at any time. If Nexxis makes such amendment, it will notify the Customer in writing of such. The Customer:

(i) will be taken to have accepted such amendment if the Customer makes subsequent payment of any Charges

payable by the Customer or accepts any subsequent Quotation; or

(ii) may notify Nexxis that it does not accept such amendment, in which case the Customer must immediately return any Equipment in its possession and pay all Charges owed to Nexxis up until the date of such notice, following which the agreement between the Customer and Nexxis made pursuant to these Conditions shall be deemed to be at an end, save that Nexxis' rights under these Conditions shall be reserved in full.

16.2 Both parties agree that any disputes arising from the rented use of the Equipment (except in regard to payment of Charges or associated costs and fees) shall be negotiated with the view to settlement with the assistance of the Hire and Rental Industry Association Limited before litigation is pursued.

16.3 The failure by Nexxis to enforce any provision in these Conditions shall not be treated as a waiver of that provision, nor shall it affect Nexxis' right to subsequently enforce that provision. If any one or more provisions detailed herein shall be held to be invalid, void, illegal or unenforceable, the remaining provisions will continue to have full force and effect.

16.4 The rights and remedies of Nexxis under these Conditions are in addition to, and not in substitution for, Nexxis' rights and remedies under law (including the PPSA), and Nexxis may choose (at its sole discretion) whether to exercise rights and remedies hereunder and/or under any other law, as its sees fit.

16.5 All Intellectual Property rights subsisting in the Equipment and any document, matter or thing prepared, written or developed by Nexxis for or in connection with the Equipment or its use are, as between the Customer and Nexxis, the sole and exclusive property of Nexxis, and are expressly reserved. The Customer shall not reverse engineer any Equipment or make any copies, or authorise any copying, of anything supplied such as software programs and operating manuals, except with the prior written authority of Nexxis, and the owner/licensor, and in accordance with the license terms (as applicable). The Customer will indemnify and will keep Nexxis indemnified against all Loss or Claims made by any third party in relation to any third party intellectual property supplied by the Customer to Nexxis or used by Nexxis for or in connection with the Equipment.

16.6 The covenants, agreement and obligations contained in the Conditions will not merge or terminate upon the termination of any agreement between Nexxis and the Customer, and to the extent that they have not been fulfilled or satisfied or are continuing obligations, they will remain in full force and effect.

16.7 Nexxis shall not be liable for any Loss which is or may be suffered by the Customer due to any act of God, war, terrorism, strike, lock-out, industrial action, health emergency or pandemic, fire, flood, storm, or other event beyond the reasonable control of either party. Additionally, Nexxis shall not be liable for any failure to deliver the Equipment, or to perform services pursuant to these Conditions if the failure arises as a consequence of embargo, inability to secure materials or labour, or any delay or failure to deliver by any freight company or delivery service, or any Loss arising in respect of the delivery, late delivery or non-delivery of the Equipment or otherwise suffered by the Customer whether as a direct or indirect result of any event or circumstance that is or was beyond Nexxis' control.

16.8 These Conditions are governed by and are to be interpreted according to the laws in force in Western Australia, and Nexxis and the Customer hereby irrevocably submit to the exclusive jurisdiction of those laws and the Courts enforcing them. If the relevant contracting Nexxis Group entity operates primarily outside of Australia, then these Conditions will be construed in accordance with the law of the country, state or territory in which that Nexxis Group entity primarily operates, and the law of such country state or territory will be the proper law of the contract. The parties agree to submit to the non-exclusive jurisdiction of the courts of that country state or territory and any courts which may hear appeals therefrom.

16.9 If Nexxis supplies Technicians to the Customer the Additional Terms and Conditions apply and form part of these Conditions.

17. Definitions

"**Cancellation Policy**" means the Nexxis Rentals Cancellation Policy that applies to any Customer if a request for Equipment is subsequently withdrawn or cancelled by the Customer at any time. "**CC Act**" means the *Competition and Consumer Act 2010* (Cth). "**Charges**" means any rental charges (including the Damage Waiver Fee) and/or purchase price payable for the Equipment, and any other costs, fees, taxes or charges incurred or required to be paid by Nexxis arising from or relating to the Equipment during the Rental Term, including the Delivery and return of Equipment.. "**Claims**" means, in relation to any person, a claim, action, proceeding, judgment, damage, Loss, cost, expense or liability of whatsoever kind and howsoever arising, incurred by or to or made or recovered by or against the person, and whether based in common law or statute or on judicial precedent, and whether direct, indirect, present, ascertained, unascertained, immediate, future, possible, potential, or contingent.

"**Conditions**" means these rental terms and conditions together with any Quotation and/or Invoice, and includes the whole of this document as amended, supplemented or varied by Nexxis from time to time, provided that the terms of this document shall prevail in the event of any inconsistency between such terms. "**Consumables**" means any ancillary item product or thing provided to the Customer with the Equipment, including (without limitation) any probe tips, probe tip cases, electric leads and cables, USB, AC adapters, manuals, user guides, CD ROMS, batteries, extension cords or cables, and any other accessories in any packing list supplied.

"**Consequential Loss**" means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

"**Corporations Act**" means the *Corporations Act 2001* (Cth). "**Customer**" means the party who has accepted a Quotation or taken Delivery of any Equipment and/or paid any Charges pursuant to these Conditions, and:

(a) if there is more than one Customer, is a reference to and is binding upon each Customer separately and any two or more of them jointly;

(b) any trustee acting on behalf of a Trust shall be liable personally.

"**Damage Waiver**" means the damage waiver terms outlined under clause 7 and as detailed in the Nexxis Equipment Protection Plan supplied to the Customer (if applicable).

"**Damage Waiver Fee**" means the damage waiver fee specified in the Quotation or the Nexxis Equipment Protection Plan (if any) that may be paid by the Customer.

"**Default**" means where the Customer:

(a) defaults in making payment of the Charges, or stops or reverses payment thereof; or

(b) is in breach, or fails to comply, with any of these Conditions; or

(c) repudiates any term or condition of these Conditions; or

(d) suffers an Insolvency Event.

"**Delivery**" means delivery of the Equipment to the Customer in accordance with clause 4.1 and, where the context permits and implies, shall include re-delivery of the Equipment to and/or by Nexxis.

"**Equipment**" means all Equipment described in a Quotation or Invoice (including any items, articles, accessories, Consumables, products, equipment, machinery, electronics and/or documents – including operating manuals) supplied by Nexxis to the Customer, at the Customer's request, from time to time (and where the context so permits the term 'Equipment' shall include any incidental supply of services).

"**Expiry Date**" means the date the Rental Term ends as specified in a Quotation or otherwise, or pursuant to a written demand issued by Nexxis under clause 2.3.

"**Insolvency Event**" means the Customer being placed, or applying, or resolving to apply, to be placed in liquidation or provisional liquidation, bankruptcy or under administration, having

a controller (as defined in the *Corporations Act* or analogous person appointed to them or any of their property, being taken under section 459F(1) of the *Corporations Act* to have failed to comply with a statutory demand, being unable to pay the Customer's debts, ceasing to carry on business, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Customer becoming an insolvent under administration (as defined in section 9 of the *Corporations Act*), entering into a compromise or arrangement with, or assignment with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event. "**Intellectual Property**" includes but is not limited to all trademarks, patents, copyright, designs, marks, processes, know-how, methodology, concepts, models, specifications, statements, formulae, trade secrets, manner of new manufacture, drawings, artwork and data or other like property or rights owned, held or used (under authorisation from any third party) by Nexxis. These rights include but are not limited to:

(a) marks, logos, images, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, copyright or other trade indicia; and

(b) all rights in information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, software, designs, drawings, programs, source code, dynamic link libraries, graphical user interfaces, trade secrets or data whether or not protectable by patent application design registration, copyright, circuit layouts or otherwise, whether unregistered, registered or registrable.

"**Invoice**" means an invoice issued to the Customer by Nexxis and where relevant includes a tax invoice for GST purposes.

"**Loss**" means any expense, loss, cost (including legal costs and expenses on a solicitor and own client basis) or damage of any kind and howsoever arising, and includes Consequential Loss, pure economic loss, and any fine, damages or penalty imposed by a court, statutory or other authority.

"**Nexxis**" means the Nexxis Group entity contracting with the Customer as specified in the relevant Quotation or Invoice, and if applicable includes any of its successors, permitted assigns or Related Bodies Corporate.

"**Nexxis Group**" means in connection with the supply of any Equipment, any of the following entities who make the supply of the Equipment to the Customer: **Nexxis Technology Pty Ltd**; **Nexxis Technology USA Corp**; **Nexxis Engineering PTE Ltd**. "**Quotation**" means a written quotation for Equipment hire (ordinarily identified as a "Hire Estimate") prepared by Nexxis and submitted to the Customer specifying the Equipment which is to be supplied, the Rental Term (including the Start Date and Expiry Date), addresses and approximate dates for Delivery and/or return, and the estimated known Charges likely to be incurred in the provision of the Equipment.

"**Related Bodies Corporate**" has the same meaning as given to that term in the *Corporations Act*.

"**Rental Term**" means throughout the agreed hire period for the Equipment, commencing on the Start Date and concluding on the Expiry Date, as specified in the Quotation or otherwise agreed in writing between Nexxis and the Customer.

"**Sale Agreement**" means the Nexxis sale agreement and associated terms and conditions that apply to any sale of Equipment.

"**Start Date**" means the date upon which the Customer takes Delivery of the Equipment.