



MILITARY & LAW
ENFORCEMENT TECHNOLOGIES®

"like nothing you've ever seen B4" ®



Rental Terms & Conditions

GENERAL

These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Customer and supersede all terms and conditions previously issued by the Company. The Company is only prepared to hire Equipment upon these terms and conditions and no contract for the hire of equipment shall exist between the Company and the Customer except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Company. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order.

DEFINITIONS

In these terms and conditions unless the context otherwise requires:

- (i) "The Company" means ARSTZ ½ Pty Ltd t/a Military & Law Enforcement Technologies A.B.N. 99 050 974 368 which expression shall include any or all company's related or any subsidiary successors and assigns of ARSTZ ½ Pty Ltd.
- (ii) "The Customer" means the person (including his successors, representatives and permitted assign) hiring equipment from the Company and where there is more than one Customer the covenants on their part contained herein shall be deemed joint and several covenants.
- (iii) "Equipment" refers to items detailed in the rental documentation but always including accessories such as adaptors, lenses and carry cases or any other goods of any kind whatsoever hired by the Customer from the Company which are itemised in the kit's content list supplied with the hire.
- (iv) "GST" means a goods and services tax and has the same meaning as in the GST Act. (v) "GST Act" means *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

IDENTIFICATION

All rentals will be subject to suitable and approved identification of the Customer. Acceptable forms of identification will include but will not be limited to –

- Renter's Drivers Licence
- Renter's Passport
- Official Company order

TERMINATION BY COMPANY

The Company may, notwithstanding the specified period of hire and notwithstanding any waiver of some previous default, forthwith terminate this contract and repossess the Equipment in any of the following events:

- (i) if the Customer shall fail to pay any hiring charges within two (2) days of the due dates;
- (ii) if the Customer shall do or permit any act or thing whereby the Company's rights in the Equipment may be prejudiced;

- (iii) if the Customer commits any breach of contract;
 - (iv) if the Customer should become or be made insolvent or bankrupt or make any agreement or composition with its creditors or in case of the Customer being a limited company, should an order be made or a resolution passed for the winding up of such company.
- (2) If such termination occurs, the Customer will pay the Company all costs and charges already incurred under this contract.

DELIVERY

- (1) You are considered to have taken delivery of the Equipment and therefore assume all risk of loss from the time that the Equipment leaves the Company's premises. At your request and expense, the Company may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, broker's fees, bonds, carnets, insurance and any other costs) incurred during transit. The Company is not responsible for any delays once the Equipment is delivered to your carrier. Unless approved in advance, the Company will not accept freight collect shipments from you.
- (2) Unless the Customer arranges the delivery and return of Equipment to the Company, the Customer shall be responsible for the collection and return of Equipment. Where at the Customer's request, Equipment is delivered or collected by the Company, the Company shall have an absolute discretion as to the mode of delivery and the delivery and collection will be at the Customer's risk and expense. Equipment must be collected from and returned to the Company's premises from where the hire originated unless prior arrangements are made with the Company.

YOUR RESPONSIBILITIES

- (1) Your responsibility begins when the Equipment is received from the Company and ends when the Equipment is returned and the hire term has expired. Equipment will not be deemed to have been returned until all of the following conditions have been met:
- i) the Equipment has been returned to the Company's premises during normal business hours
 - ii) an inventory has been completed and, if required, a missing and damaged list has been compiled
 - iii) the term of the Hire Agreement has expired
- (2) The equipment may be used only by your duly qualified employees and/or agents, and in strict accordance with the use contemplated in the Hire Agreement. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws.
- (3) You may not sublease all or any part of the Equipment without the written consent of the Company.
- (4) In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed, or otherwise disappears, or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current prices without deduction for depreciation.
- (5) As soon as you realise that any Equipment hired from the Company is missing, immediately notify the Company and also make a report at the nearest Police Station.
- (6) Ensure that the Equipment is operated properly and safely by persons who are competent to operate the same and in accordance with any instructions or guidance issued from time to time by the manufacturer of the Equipment or by the Company.

EXPORT RESTRICTIONS & CONTROLS

As the AstroScope 9323B utilises state of the art electro optical technology, it is unlawful and prohibited to carry or export this Night Vision Module to any &/or all of the following countries – Cuba/ Iran/ Syria. At all times, the AstroScope 9323B is to remain in the possession and control of the hirer and cannot leave the hirer's possession at any time during the hire period. The export of the AstroScope 9323B is controlled by the U.S. Commerce Department, US Department of Defense, US State Department, Australian Customs Service, Australian Department of Defence – Defence Trade Control & Compliance & Military & Law Enforcement Technologies!

As the PNP Night Vision Device utilises state of the art electro optical technology, at all times the PNP is to remain in the possession and control of the hirer and cannot leave the hirer's possession at any time during the hire period. The PNP is to be returned to Australia immediately after use. The export of the PNP Night Vision Device is controlled by the UK Ministry of Defence – Directorate of Export Service Policy, Australian Department of Defence - Defence Trade Control & Compliance, Australian Customs Service & Military & Law Enforcement Technologies!

NO WARRANTY OR GUARANTEE

Except as provided by law, the Equipment is hired to you without warranty or guarantee of any kind, expressed or implied, and the Company assumes no responsibility unless agreed to in writing.

HIRE CHARGES

- (1) Hire charges for Equipment are calculated from the time the Equipment leaves the Company's premises (excluding transit times to the Customer if applicable which is restricted to 24hrs per transfer to and fro the Company & Customer) until the end of the period of hire or when the Equipment is returned to the Company's premises, whichever is the later.
- (2) In the event that the Equipment is not returned by 1200 hrs on the working day following the last day of the hiring period, the Customer shall be liable for additional fees at the full daily rate in respect or each day or part thereof until the Equipment is returned.
- (3) The Customer will pay to or reimburse the Company (except where such payment or reimbursement is expressly prohibited by statute) all delivery costs, stamp duty and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer. The Company reserves the right to alter its hire charges without notice.
- (4) The Customer shall pay to the Company during the Hire Period the Rentals in the amounts and at the intervals specified in the rental documentation without previous demand or invoice.
- (5) The minimum hiring period for Equipment hire for use interstate is two (2) days.

INSURANCE

- 1) Subject to the provisions of this clause, the Customer must throughout the term of this agreement and at the Customer's cost and to the satisfaction of the Company, keep the Equipment insured for its full replacement value with an insurance company authorised by the Australian Prudential Regulation Authority to conduct insurance business under the Insurance Act 1973 (Cth) against loss or damage from all risks. The Customer must:
 - (i) notify its insurers that the Equipment is on hire from the Company and must require the insurers to provide a suitable certificate of currency naming the Company as beneficiary or endorse a note of such interest on the Policy of insurance naming the Company as loss payee.
 - (ii) on demand and before commencement of this agreement show the Company the policy of insurance, premium receipts and insurance certificate; (iii) not use or allow the Equipment to be used for any purpose not permitted by the terms of the policy of insurance or do or allow to be done any thing or act whereby the insurance may be invalidated.
- (2) Without limitation to any other provisions of this agreement, if the Customer shall make default in the payment of any premium in respect of the insurance referred to in this clause, the Customer shall notify the Company and the Company may pay such premium, in which event the Customer shall repay the amount thereof to the Company on demand. The Customer shall indemnify the Company against all loss or damage to the Equipment on demand and in full (notwithstanding that any amount may not be recoverable under the policy of insurance).
 - (i) where any event or accident shall occur which is a risk covered by the Customer's insurance hereunder the Customer shall immediately notify the Company thereof, shall not compromise any claim without the consent of the Company, shall allow the Company to take over conduct of the negotiations

(except in relation to claims by the Customer for personal injuries, loss of use of the Equipment or loss or damage to property unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with the Company) as the Company shall direct holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as herein provided. If any Equipment is declared a total loss, the hire thereof shall terminate. In such event the Company shall apply any proceeds of insurance received by it at its option:

(ii) towards a replacement of equivalent value which replacement shall be deemed to be included in this agreement for all purposes and the Customer shall continue to be liable to any Rental as if such loss had not taken place, or

(iii) in or towards payment to the Company of the sum necessary to compensate the Company for the loss suffered as a result of the loss of that Equipment.

(iv) the Company shall have the right itself to repair or have repaired any Equipment which suffers damage. If the Company does not choose to do so the Customer shall be liable to reinstate or repair at its own expense any of the Equipment which has not become a total loss. In any event, in the case of any damage to the Equipment, the Customer shall continue to pay rental in respect of such Equipment during reinstatement or repair whether by the Company or the Customer.

(v) the Customer will be liable to pay to the Company any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss and shall indemnify the Company against all and any loss suffered by it in consequence of the total loss of all or any part of the Equipment.

(vi) the terms of the Customer's insurance coverage shall at all times be subject to the approval and satisfaction of the Company.

(vii) Optional Insurance cover for loss, theft & damage not caused by misuse or negligence is offered by the Company and may be undertaken by the Customer at his expense with the Company, covering loss, theft & damage at an additional charge of 15% plus GST based on the hire fee for the period of rental. An excess for each and every claim is –

- AstroScope9323B Night Vision Module – AUD7,000
- PNP HG Night Vision Device — AUD4,000

PAYMENT

(1) Hiring fees must be paid within 7 days from the date of the Company's invoice against an official order from the Customer, where the Customer can establish its credit worthiness to the satisfaction of the Company. All first time rentals are on a COD basis. If equipment is to be shipped, first orders are to be pre-paid.

(2) All domestic hires are subject to an AUD15,000.00 security deposit. Hires by foreign individuals for use exclusively in the Commonwealth of Australia only are subject to an AUD25,000 security deposit. The deposit will be refunded upon return of the kit barring any damage, missing equipment or late charges.

(3) Notwithstanding Clause (1), the Company may at any time of any order, delivery or collection of Equipment demand payment in cash upon such order, delivery or collection.

(4) The Company reserves the right to refuse to hire Equipment to the Customer in the event that the Customer fails to comply with the Company's terms of payment.

IMPLIED TERMS

All warranties and conditions expressed or implied by statute, common law, equity, trade, customer usage or otherwise howsoever are to the extent permitted by law expressly excluded from this contract. The Customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the contract whether as to the fitness of the Equipment for any particular purpose or any other matter. The Customer acknowledges that without relying upon the skill or judgement of the Company or any person purporting to act on its behalf, it has determined that Equipment conforming to the contract description will be fit for its purposes. The provisions of this Clause shall not apply insofar as their application is prevented by the Trade Practices Act 1974 or any other State or Territory laws.

PROPERTY AND RISK

- (1) The Equipment shall be at the Customer's risk from the time the Equipment leaves the Company's premises until the time it is returned and accepted by the Company. Acceptance does not release the Customer from the responsibility for the loss or damage of hired Equipment.
- (2) Unless otherwise agreed to by the Company in writing, the Customer is required to effect suitable insurance in respect of the Equipment and must provide documentary evidence of such insurance prior to the hiring of any Equipment by the Customer. The Company should be included and named as a joint insurer under all policies of insurance, particularly "negative" insurances effected by the Customer or alternatively undertake the insurance cover provided by the Company at an addition premium.
- (3) Any loss or theft must be reported to the police and the Company within twenty four (24) hours of the occurrence and a written police report supplied to the Company as soon as practicable.
- (4) In the event the Equipment is lost or damaged while at the risk of the Customer, the Customer shall be liable to compensate the Company for the full replacement cost which is the Recommended Retail Price inclusive of GST or full cost of repairing the Equipment as the case may be.
- (5) When equipment is lost or damaged, the Customer is responsible for hire charges up to the time the Equipment is repaired or replaced for a maximum of 13 weeks. Customers are to ensure adequate insurance cover is obtained to cover this contingency.
- (6) The Customer and the employees or servants of the Customer are the only persons permitted to use the Equipment and without limiting the generality of the foregoing, the Customer shall not lend, loan or rehire the Equipment to any other person, company or organisation.
- (7) Damage caused by misuse contrary to operating instructions or negligence or contrary to the Company's directions is not covered by the insurance provided by the Company.

- (8) All misuse and negligence disputes will be arbitrated and determined by the Equipment manufacturer's assessment and report as to causes for such occurrence. This report will be binding on all parties to this Rental Contract.
- (9) Notwithstanding any insurance which may be in force, the Customer remains liable for all risks of loss or damage while the Equipment is in the Customer's possession.

CANCELLATION CHARGES

Except where otherwise agreed by the Company, cancellation of booked or reserved Equipment within forty-eight hours of the time specified for collection will incur a cancellation charge equal to 50% of the hiring fee from the period originally booked or reserved.

CUSTOMER LIMITATION OF LIABILITY

If, at the request of the Customer, the Company agrees in writing to limit any claim for loss or damage to the Equipment, the Customer hereby agrees and accepts the following charges, terms and conditions.

a. Terms

The Company will limit any claim for loss or damage to Equipment within Australia as specifically agreed to in writing, but such limitation excludes loss or damage to the equipment in the following circumstances:

- (1) Loss or damage caused by misuse, negligence, exposure to salt water, exposure to water, exposure to dust or sand, or confiscation by authorities.
- (2) Loss or damage directly or indirectly caused by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (3) Loss or destruction of or damage to any Equipment whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of fuel

-the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

(4) Loss or damage resulting from leaving Equipment in vehicles or accommodation properties, whether locked or unlocked.

b. Conditions

(1) All ordinary and reasonable precautions for the safety of the Equipment must be taken.

(2) In the event of loss or damage the Customer shall:

(i) forthwith notify the Company and the Police where necessary, and take any practicable steps towards the discovery and recovery;

(ii) as soon as practicable give full written report of the circumstances of the loss or damage to the Company;

(iii) and at the same time furnish to the Company any particular or evidence as may be reasonably be required by the Company including attending at a lawyer's office and at Court to give evidence.

(3) The due observance and fulfilment of the Terms and Conditions and Endorsements as stated above in so far as they relate to anything to be done or complied with the Customer and the truth of the statements and answers made by the Customer at the time of instigating the loss and damage waiver are conditions precedent to the Company limiting the liability of the Customer for any claims for loss or damage of the Equipment.

COMPANY LIMITATION OF LIABILITY

(1) Save as expressly provided for in this contract the Company shall not be liable to the Customer or the Customer's servants or agent for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of the Company, its servants, agents or otherwise. The provisions of this Clause shall not apply insofar as their applications are prevented by the Trade Practices Act 1974 or any other State or Territory laws.

(2) The Customer agrees to indemnify and to keep indemnified the Company and the Company's servants and agents against any claims actions, suits and demands brought by third parties arising out of the use of the Customer of the Equipment or otherwise arising out of or in connection with this contract.

(3) Notwithstanding anything herein contained and subject to the qualifications contained in Section 68A of the Trade Practices Act 1974 and Section 110 of the Goods (Sales and Leases) Act (Vic) 1981, if the Customer is a "consumer" as defined in the Trade Practices Act or the transaction being performed under this contract is a "lease" as defined in the Goods (Sales and Leases) Act and the Equipment being supplied herein is other than of a kind ordinarily acquired for personal domestic or household use or consumption the liability of the Company for a breach of a condition or warranty implied by Division 2 Part V of the Trade Practices Act or Division 3 of the Goods (Sales and Leases) Act being a condition or warranty implied by Section 69 of the Trade Practices Act or Section 103 of the Goods (Sales and Leases) Act is limited at the Company's option to the replacement of the Equipment or the supply of equivalent Equipment or the repair of the Equipment.

POWER OF ENTRY

(1) The Company may enter any premises where the Company reasonably believes the goods are located for the purpose of inspecting, testing or taking possession of the goods in accordance within this Agreement and the Customer hereby indemnifies the Company against any liability the Company may incur in the exercise of its rights under this clause.

(2) The Customer undertakes to insert in any Agreement giving any other person the right to use or the use of the equipment, a clause that permits the Company to enter that person's premises for the purpose of inspecting or testing or taking possession of the goods in accordance with this Agreement.

OTHER CONDITIONS

(1) The Equipment is not to be exported from the Commonwealth of Australia under any circumstances.
(2) Equipment must not be used on any abnormal or hazardous assignment or taken from the ground other than on a regular schedule flight by a recognised airline other than with the prior written consent of the Company. The Customer is required to keep hired Equipment in safe custody. The Customer must take all reasonable precautions to ensure that the equipment is not damaged, lost, stolen or destroyed.

INDEMNIFYING THE COMPANY

You agree to indemnify the Company and to hold the Company and its employees and agents harmless from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the hire term. This indemnification shall continue in full force and effect during and after the term of the hire for causes arising during the term of the hire.

WAIVER

Failure of the Company to insist upon strict performance by the Customer of any terms or conditions contained herein shall not be taken to be a waiver thereof or of any right of the Company in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion.

GOVERNING LAW AND JURISDICTION

These terms and conditions and the contract governed thereby shall be governed by and construed in accordance with the laws from time to time, of the State of Victoria which is where the head office of the Company is located and any proceedings shall be brought and heard in Melbourne.

GENERAL INSTRUCTIONS TO CUSTOMERS

(1) Hire charges are levied on a daily or weekly basis. Unless other arrangements are made, for the purposes of the calculation of hire rates, a day is deemed to commence and conclude at 1200 hrs. The weekly rate is in most cases 5 times the daily rate. A week consists of any consecutive seven day period.

(2) The equipment shall be at the Customer's risk from the time the Equipment leaves the Company's premises until the time that it is returned. Return of Equipment does not release the Customer from responsibility for loss or damage of hired equipment.

(3) Notwithstanding any insurance which may be in force, the Customer remains liable for all risks of loss or damage while the Equipment is in the Customer's possession.

(4) Special mention must be made of production shooting in the vicinity of extreme conditions (not limited to but including salt / water / cold / heat /dust / sand) when ordering Equipment. Customers should be aware that the standard damage waiver will not cover such conditions. Equipment damaged by salt water, unless treated immediately, is in most cases subject to re-occurrence of salt water residue. This makes certain electronic items and components unusable.

(5) The Customer shall totally indemnify and keep indemnified and save harmless the Company and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance transport, operation, of the Equipment or otherwise arising out of or in connection with this agreement.

(6) To avoid inconvenience to other Customer's, any extension of hire must be arranged prior to termination of the original hire period. Any shortage of, damage to or malfunctioning of Equipment should be reported to the Company immediately upon the return of Equipment.(7) It is recommended that the Customer makes in ample time, its own checks of the completeness and correct functioning of

equipment including testing of said Night Vision apparatus.

(8) All business conducted as per the Rental Terms and Conditions.

(9) No attempt of any kind should be made to remove or relabel the Equipment including defacing identifying marking including but not limited to serial number and the Company's identification markings. In the event that any serial numbers have been removed, or there has been any attempt at removal of same, the Company at its sole discretion, may make a monetary claim against you for the replacement price of the entire piece of Equipment or for any defects, alterations, or substituted parts found in the returned Equipment.

(10) The equipment in the accompanying schedule must be returned upon demand of an officer of the Company.

(11) Every 24 hours that the Equipment is overdue from hire will incur an additional day's hire fee for that day for each and every subsequent day until the return of the Equipment.

(12) The Equipment is not to be used, and the Customer will not permit it to be used, for any purposes for which it is not expressly designed.

(13) The Customer will not use or permit the Equipment to be used or operated in a manner contrary to any instruction notified by the Company, the terms of any user manual provided with the Equipment, or to any statutory provision or regulation or in any way contrary to law.

OTHER

(i) The Company shall not be liable for any financial or other economic loss (including, without limitation, loss of profit, loss of use, loss of production) caused to the Customer by any failure or delay on the part of the Company, or any other indirect or consequential loss or damage that may be suffered by the Customer.

(ii) In the event that Clause (i) of the section 'OTHER' of these Rental Terms & Conditions is held by a court of competent jurisdiction to be unenforceable, the Customer agrees that the amount of any claim bought by the Customer against the Company shall be limited to the amount of the Rentals for the hire period during which the claim arose.

NOTICES

All notices or other communications hereunder to any party hereto shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched and proper receipt of successful transmission obtained (in the case of facsimile copy or e-mail) or on the second day following the day of posting (in the case of a posted letter) to such party addressed to it at its address specified on the Order Acknowledgement Form or at such address or at such facsimile or e-mail number as such party may hereafter specify for such purpose by notice in writing.

GENERAL

(i) Where there are two or more parties to this agreement, as Customer their liability shall be joint and several. In this agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.

(ii) When the Customer is a Corporation, the person executing the Hire Agreement on behalf of such a Corporation warrants that he/she has full authority of such Corporation to sign the Hire Agreement and obligate the Corporation.

I ACKNOWLEDGE HAVING READ AND AGREE TO ABIDE BY THE CONDITIONS OF BUSINESS AS DETAILED ABOVE.

SIGNED:

NAME:

POSITION:

COMPANY:

ADDRESS:

DATE: