

This Agreement is made this _____ day of _____ 2016

Parties **DART TECHNOLOGIES PTY LTD**
ABN 57 135 845 564
Canning Vale, Western Australia 6155
(DARTT)

and

Name of Hirer

Address of Hirer

(Hirer)

Recitals

A. These Terms (together with the Quotation and any Special Conditions) constitute the terms of a contract between the Hirer and DARTT.

1. Definitions and Interpretations

In these Terms these words and phrases have the following meanings:

Acceptance means acceptance of the Quotation by the Hirer.

Additional Equipment means goods or equipment requested by the Hirer in addition to the goods and equipment described in the Quotation that DARTT agrees to deliver to the Site.

Cancellation means the cancellation by the Hirer of this Contract, which must be communicated to DARTT by email.

Cancellation Fee means the equivalent value of 2 Days hire of the Equipment or \$300, whichever is the greater.

Consequential Loss means loss of product, loss of contract, loss of profit, loss of business reputation, loss of opportunities, loss of production, loss of revenue howsoever arising and whether in an action in contract, tort (including negligence), in equity, product liability, under any Law or on any other basis.

Contract means the contract between DARTT and the Hirer for the hiring of the Equipment, the terms of which are set out in these Terms and in the Quotation and any Special Conditions.

DARTT's Premises means the premises where DARTT stores the Equipment.

Day means a calendar day commencing immediately on midnight and finishing immediately before the next midnight.

Deposit means any sum which is stated in the Quotation as a deposit.

Dry Hire means the hiring of the Equipment to the Hirer without the provision of persons to operate the Equipment.

Duty means any tax, statutory charge or duty payable under any Commonwealth, State or Territory Laws in respect of the hiring of the Equipment to the Hirer under this Contract.

Effective Control means actual physical control and use of the Equipment at relevant times. Where the Equipment is provided to the Hirer on a Dry Hire basis, it will be deemed to be under the Effective Control of the Hirer. Where the Equipment is provided to the Hirer on a Wet Hire basis, it will be deemed to be under the Effective Control of DARTT.

Equipment means collectively all the goods and equipment described in the Quotation and separately each item of the goods and equipment designated in the Quotation and all Additional Equipment.

Essential Term means any term in these terms and conditions which is expressly stated to be an Essential Term and any term which the parties expressly state in any Special Conditions to be an Essential Term and any term which, by its nature and importance, one or other of the parties would not enter into this Contract without that term being included.

Facilities means all electrical services, scaffolding, lighting, awnings and other requirements necessary in order to facilitate the proper and safe installation and use of the Equipment on the Site.

GST means Goods and Services Tax as defined in *A New Tax Act (Goods and Services)* 1999 (Cth).

Hire Fee means the fee set out in the Quotation which the Hirer by this Contract agrees to pay to DARTT for the hire of the Equipment for the Period of Hire and the fee agreed for any Additional Equipment which unless otherwise specified by DARTT will be at the rate set out in the Quotation.

Hirer means the company or person described as the Hirer.

Laws means all statutes, rules, regulations, proclamations, ordinances, legislative instruments, local laws or by-laws present or future and includes applicable Australian Standards and Codes of Practice.

Manufacturer means, in respect of each item of Equipment, the identified manufacturer of that Equipment.

Period of Hire means the period for which the Equipment is hired by the Hirer as specified in the Quotation, commencing on the date described in clause 10 and expiring on the date described in clause 15.

PPSR means the register of security interests established pursuant to the Personal Property Securities Act 2009 (Cth).

Quotation means the quotation given by DARTT to the Hirer for the hire of the Equipment either with or without the provision of Services.

Services means the provision of labour by DARTT by its employees, agents or contractors including but not limited to labour for planning, management, software programming/customising, engineering, Equipment testing, Equipment delivery, set-up, operation, pack-down and collection.

Site means the designated place or location at which the Equipment is to be delivered to and any place or location which the Hirer stores or uses the Equipment.

Special Conditions means the special conditions (if any) set out in the Quotation.

Terms means these terms and conditions.

Venue means the place where the Equipment is to be used by the Hirer.

Wet Hire means the hiring of the Equipment and the provision of DARTT personnel to operate the Equipment and provide Services.

1.1 Interpretation

- (a) A reference to a statute, rule or regulation is a reference to that statute, rule or regulation as amended, re-enacted or modified from time to time.
- (b) The headings in these terms and conditions are for convenience only and do not affect their construction.
- (c) A reference to any party includes their lawful successors and assigns.
- (d) All monetary amounts are in Australian dollars.
- (e) No rule of construction applies to the disadvantage of DARTT because DARTT prepared the Contract.
- (f) "including" and similar expressions are not words of limitation.

- (g) For the purposes of interpretation and application the order of precedence of the documents shall be:
- (i) the Quotation;
 - (ii) the Special Conditions (if any);
 - (iii) these Terms.

Any inconsistency between the provisions of any one or more of those documents shall be resolved by reference to that order of precedence.

2. Binding Contract

The Hirer agrees to the Terms unless specifically provided for in the Quotation or the Special Conditions. The provisions of any of the Hirer's work or purchase orders, or any of their similar forms, shall not form part of or affect the Contract between the Hirer and DARTT and such provisions are expressly excluded from this Contract. Any variation to these Terms can only be made by:

- (a) the terms of the Quotation;
- (b) the terms of any Special Condition; or
- (c) a variation evidenced in writing and countersigned by each of the Hirer and DARTT.

3. No Sale and Acknowledgement of Ownership

- (a) This is a hiring agreement only and does not constitute or give rise to any sale of the Equipment to the Hirer. The relationship between DARTT and the Hirer is limited to a relationship of owner and bailee in respect of the Equipment.
- (b) The Hirer acknowledges that DARTT is the sole and exclusive owner of the Equipment and the Equipment at all times will remain the property of DARTT. The Hirer has no legal or equitable interest in the Equipment or any part of it. The Hirer's possession of the Equipment will be as a bailee for the Period of Hire.
- (c) Nothing in the Contract confers any option on the Hirer to purchase the Equipment or any part of it.
- (d) Equipment supplied to the Hirer shall not be modified or changed nor shall it be lent, given, sub-let, sold or disposed of to any third party whatsoever without the prior written permission of DARTT.

4. Assignment

The Hirer shall not assign or transfer any rights or obligations arising under the Contract without the prior written consent of DARTT, and any purported attempt to do so shall be of no effect.

5. Liability

5.1 Accidents or Failures

The Hirer will indemnify and save harmless DARTT and any person claiming through DARTT against any claims, demands or proceedings that may be made against DARTT or its employees, agents or contractors by any party (whether the Hirer, any party claiming through the Hirer or any other third party) caused by, contributed by or arising from hire or use of Equipment.

5.2 Remedy Purpose and Remedy

All Terms apply whether the Equipment is provided to the Hirer on Dry Hire or on Wet Hire. The remedies set out in these Terms are the Hirer's sole and exclusive remedies. DARTT shall not be liable for any direct, indirect, special, incidental damage or Consequential Loss suffered by the Hirer for any reason.

5.3 Loss or Damage of Business or Property

DARTT shall not be responsible for any loss or damage to the business or property of the Hirer or for injury or death to any persons, and the Hirer shall indemnify DARTT and hold it harmless from and against all claims demands and proceedings arising from any of the foregoing, together with all legal fees incurred by DARTT as a consequence of responding to or defending any claims, demands or proceedings made against DARTT.

5.4 Loss or Damage of Well/s or Asset/s

DARTT shall not be liable or responsible for loss, damage or injury of any nature to any well or other asset of the Hirer or any other party, for which the Equipment is used.

5.5 Ordering the Wrong Equipment

DARTT is not liable to the Hirer for any loss or damage which the Hirer might sustain as a consequence of the Hirer ordering Equipment unsuited for the task required by the Hirer; or the Hirer hires insufficient quantities of the Equipment; or where the Equipment is hired for a purpose which is outside of the Equipment's specifications.

5.6 Liability for Delay

The Hirer acknowledges that DARTT in providing Equipment or Services, may be dependent upon other contractors preparing the Site for the Equipment or its installation. DARTT will not be liable for any delay in installing the Equipment or for providing the Services where that delay is a consequence of any act or omission on the part of those contractors.

5.7 Loss or Damage from Late Delivery

DARTT is not liable for any damage or loss suffered by the Hirer as a consequence of any late delivery of the Equipment to the Site.

5.8 Preparation of Site

DARTT will have no liability to the Hirer if it is the responsibility of the Hirer to prepare the Site for the delivery and installation of the Equipment or where it is the responsibility of the Hirer to provide the Facilities and at the time of delivery of the Equipment to the Site, the Site is not so prepared or the Facilities or any of them are not available or unsuitable.

5.9 Contributory Negligence

In addition to any other provision of these terms and conditions, DARTT has no liability to the Hirer for any damage or loss which the Hirer may sustain where the cause of that damage or loss arises from or is contributed to by the negligence of the Hirer or any of its employees, agents or contractors.

5.10 Site is Safe

It is the responsibility of the Hirer to ensure that the Site and the Facilities are safe. The Hirer shall indemnify DARTT against any liability owed by DARTT to any third party where that third party suffers injury, loss or damage and that injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on the part of the Hirer or any of its employees, agents or contractors to ensure that the Site is safe.

5.11 Indemnity

The Hirer indemnifies DARTT and will keep indemnified DARTT against any claim, action, damage, loss, injury, liability, cost, charge, expense, outgoing, Consequential Loss or payment which DARTT pays, suffers, incurs or is liable for in connection with, arising from or contributed to by the Equipment, the Services or the use of the Equipment, other than to the extent the same is caused by the negligence or wilful default of DARTT

and this indemnity is a continuing obligation of the Hirer and remains in full force and effect until all money owing, contingently or otherwise, under this indemnity has been paid in full.

6. Warranty

DARTT gives no warranty, express or implied, in respect of the Equipment, its fitness for any particular purpose or the condition of it. All warranties implied by the Competition and Consumer Act 2010 (Cth) and any other statutes that can be expressly excluded are expressly excluded. Where permitted by statute, DARTT's liability for breach of any warranty is limited to the supply to the Hirer of substituted equivalent Equipment or the payment of the costs of supplying to the Hirer substituted equivalent Equipment. DARTT's liability for breach of any warranty in regard to the supply of Services is limited to the re-supply to the Hirer of those Services.

7. Intellectual Property

DARTT retains all copyright and intellectual property rights whatsoever in including but not limited to copyright, patents, design rights, trademarks, software and licences in, or related to, all Services and Equipment, and the Hirer covenants to DARTT that it shall not:

- (a) copy, duplicate, hack or reverse engineer any of the hardware or software or software workflows comprised in the Equipment;
- (b) copy or duplicate any part or all of the Services or any documentation provided with the Equipment in any way; nor
- (c) compete against DARTT in the provision of the Services or the provision of the Equipment.

8. Equipment Availability

The Equipment will be available at the time of Quotation but its availability after issue of a Quotation and prior to Acceptance is subject to prior hire or sales.

9. Acceptance of Offer

9.1 DARTT Withdraw Offer

DARTT may withdraw its offer to hire any Equipment at any time prior to the Period of Hire commencing.

9.2 Form of Acceptance

The Hirer shall be deemed to have Accepted the Quotation on the Terms and this Contract will be effective if the Hirer communicates its Acceptance in the manner provided in the Quotation.

9.3 Only Accepted by Hirer

- (a) The Quotation can be Accepted only by the Hirer.
- (b) If an Acceptance is sent to DARTT by any person or company on behalf of the Hirer, that person or company will be deemed to be the agent of the Hirer and DARTT may rely upon that Acceptance by that person or agent as being an Acceptance by the Hirer.
- (c) DARTT may, in its absolute discretion, where the Acceptance is received from a person or company other than the Hirer, require written confirmation by the Hirer that the Acceptance is given for and on its behalf and with its full authority. If DARTT requires such confirmation, the Acceptance will not be deemed to have been communicated and received by DARTT until confirmation is received.

- (d) DARTT has no obligation to the Hirer to supply the Equipment specified in the Quotation until the Hirer has Accepted the Quotation or if sub-clause 9.1 applies.

10. Start of Period of Hire

The Period of Hire commences from the time of dispatch of the Equipment from DARTT's Premises or the date of the commencement of the Period of Hire specified in the Quotation whichever is the earlier.

11. Delivery

Where the Quotation provides that DARTT will deliver the Equipment to the Site, then DARTT is responsible for the Equipment until it is delivered to the Hirer at the Site. Where the Quotation provides that the Hirer will collect the Equipment from DARTT, the Hirer is responsible for the Equipment as and from the time the Hirer collects the Equipment from DARTT's Premises.

12. Mobilisation and Transport Charges

In the event that DARTT organises mobilization or transport of the Equipment on behalf of the Hirer, all freight charges, custom clearances and any other costs and expenses associated with mobilisation or transport will be charged to the Hirer at cost plus 15 percent.

13. Services

Where DARTT provides Services for a Hirer at a Site, each of the following are Essential Terms of this Contract, with which the Hirer must comply. The Hirer must:

Site Access

- (a) ensure that DARTT is able to have access the Site at all times specified by DARTT and at all other reasonable times so as to enable DARTT to provide the Services and at the conclusion of the Period of Hire to enable DARTT to dismantle and remove the Equipment from the Site;

Site Security

- (b) ensure that the Equipment, when installed, remains in place at the Site for the Period of Hire and that the Site is not required for any other purpose which would require the Equipment to be dismantled and re-installed or which may put the whole or any part of the Equipment at risk of being lost, damaged or destroyed;

Site is Safe

- (c) do all things necessary to discharge the Hirer's obligations under all applicable occupational health and safety legislation, regulations and codes of practice so as to ensure that the Site and the Equipment as installed are safe and free from defects and dangerous conditions;
- (d) ensure that, where the Equipment is being installed on any structure or held in place by any structure, that the structure is capable of holding the weight of the Equipment and that the structure is properly erected so as to be safe and able to take the anticipated loads required to hold the Equipment;
- (e) ensure that the Site is safe for the provision of the Services including for all of DARTT's employees and contractors to carry out the Services.

Facilities

- (f) ensure that:
 - (i) the Site and Facilities are safe for the installation and use of the Equipment; and

- (ii) except where DARTT has expressly agreed to provide any Facilities, all required Facilities are available and are in place, are safe and in good working order.

14. Customers Responsibilities for Equipment on Hire

14.1 Inspection Upon Delivery

Upon dispatch or delivery, as applicable, the Equipment must be inspected by the Hirer to determine whether the Equipment is in accordance with the Contract and is in good order and working condition. Unless the Hirer gives notice in writing to DARTT on completion of the inspection (and in any event not later than 24 hours after taking possession of the Equipment) of any deficiency in number, or defect in condition, of the Equipment the Hirer is deemed to have satisfied itself that the Equipment as delivered is in good order and working condition and complies in all respects with the Contract.

14.2 Hirer as Bailee

The Hirer at all times is a bailee of the Equipment. In addition to all duties imposed at law upon bailees, it is an Essential Term of the Contract that the Hirer will during the Period of Hire:

Malfunctions

- (a) notify DARTT of any shortages or malfunctioning of the Equipment in writing, within 24 hours of delivery failing which the repair of any malfunctioning Equipment will be the Hirer's responsibility.

Take Care of Equipment

- (b) at all times exercise all reasonable care and diligence in the use of the Equipment in accordance with Manufacturer's specifications;

Storage and Transport

- (c) remain solely responsible for the cost and responsibility of storing the Equipment during the Period of Hire until received or collected by DARTT. The Equipment is not deemed to have been received by DARTT until DARTT has provided written confirmation of receipt;

Safe

- (d) keep the Equipment safe at all times during the Period of Hire;

Security

- (e) ensure that the Equipment is secure at all time and where being stored in unlocked premises, supply security measures to ensure that the Equipment is secure at all times;

Equipment Usage

- (f) not make any alterations, additions, modifications or improvements to the Equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. The Hirer may not permit the Equipment to be used by another party or at a different location without the prior written consent of DARTT.

Labelling

- (g) not remove or deface any label, Manufacturer's serial numbers or other marks identifying the Equipment or DARTT's ownership of the Equipment.

Correct Usage

- (h) not permit any person to improperly use the Equipment and at no time part with possession of the Equipment or in any way deal with it inconsistent with the rights of DARTT as owner.

Product Tampering

- (i) not disassemble, reassemble or modify Equipment rented from DARTT in any way before, during or after the Period of Hire. In the event that the Hirer disassembles, reassembles and/or modifies Equipment DARTT accepts no responsibility for any malfunctions that occur during operational usage of the Equipment.

Equipment Damaged

- (j) be responsible for all damage to the Equipment.

14.3 Documentation

Any documentation created by the Equipment shall not be reproduced except in full, without the written approval of DARTT.

15. Finish of Period of Hire

- (a) The Period of Hire ceases when the Equipment is returned to or collected by DARTT and the Hirer receives written acceptance of return or collection from DARTT except where sub-clause 15(b) applies.
- (b) If the Hirer has Accepted a Quotation for Equipment for a particular time period or to a particular date, and the Hirer returns the Equipment before that time period or date has elapsed, the Period of Hire does not end until the time period or date has elapsed unless agreed otherwise in writing by DARTT.

16. Return of Equipment

- (a) If not stated in the Quotation, it is the responsibility of the Hirer to return the Equipment to DARTT.
- (b) The Hirer must return the Equipment in good order and working condition to DARTT at the DARTT Premises on or prior to the expiration of the Period of Hire.
- (c) Upon return all Equipment is to be packaged in the same way it was delivered.

17. Collection of Equipment

- (a) Where DARTT is to collect the Equipment at the expiration of the Period of Hire, the Hirer must make it available for collection in good order and working condition at the Site.
- (b) The Hirer grants DARTT and its employees and contractors full leave, permission and an irrevocable licence to enter, after giving written notice to the Hirer of its intention to do so, at any time any property where any Equipment is placed or stored and do all things necessary and use such force as is necessary in order to recover or retake possession of any Equipment which has not been returned to DARTT when required pursuant to this Contract.

18. Failure to Return Equipment

In the event that the Hirer fails or refuses for any reason whatsoever to return or make available for collection the Equipment to DARTT at the expiration of the Period of Hire specified in the Quotation, the Hirer will be in breach of an Essential Term of this Contract, and without prejudice to any other rights which DARTT may have, either pursuant to the Contract or at law, the Hirer will be liable to pay DARTT the Hire Fee for the Equipment until the earlier of the date when the Equipment is returned to DARTT in good working order and condition and the date when DARTT receives from the Hirer full monetary compensation for such Equipment as lost or damaged Equipment pursuant to clause 19.

19. Lost or Damaged Equipment

- (a) The Hirer shall pay on demand for all repairs, post repair inspection and third party charges relating to Equipment, which will be charged to the Hirer at the cost incurred by DARTT plus 25 %. The Hire Fee at the rate specified in the Quotation will continue to be charged and payable until the Equipment is returned to the working condition it was in prior to the Period of Hire.
- (b) Normal fair wear and tear determined at DARTT's discretion will be accepted by DARTT. Fair wear and tear includes any light bump, wear or light scratch marks where the wear or scratch marks do not reduce the functionality of the equipment and in particular the image quality of the screen, but excludes damaged sensor threads.
- (c) Where any Equipment is lost during the Hire Period, or is returned by the Hirer to DARTT damaged to the extent that it is totally destroyed or is otherwise unrepairable (in the opinion of DARTT acting reasonably), the Hirer will be liable to DARTT and will indemnify DARTT for the cost and expenses of the replacement of that Equipment. The Hirer shall pay to DARTT the replacement value of the Equipment which will be the value of the Equipment specified in the Quotation except where the Quotation predates the date of the loss or return of the Equipment by more than 12 months or the value is not specified in the Quotation, in which case the replacement value shall be determined as the landed replacement cost of the Equipment free into store at DARTT's Premises in Perth, Western Australia. Unless otherwise specifically agreed in writing, DARTT shall not be required to provide the benefit of any depreciation to the Hirer in determining the amount payable pursuant to this clause.
- (d) Where Equipment has been lost by the Hirer, DARTT will require confirmation in the form of a signed statutory declaration that the Equipment or the relevant part of it has been lost. This must be provided within 7 Days of the date of reported loss.
- (e) The obligation to pay the Hire Fee will not cease until the later of the end of the Period of Hire specified in the Quotation and the date the Hirer pays DARTT pursuant to sub-clause 19(c) the replacement value of the Equipment lost or damaged.
- (f) In the event that Equipment which has been declared lost is later found or recovered, it remains the property of DARTT and must be returned immediately.

20. Rates & Costs

20.1 Rates

Hire Fees are based on daily, weekly, monthly rates in accordance with the Quotation. The Hire Fees are payable by the Hirer for all of the Equipment in the Quotation for the whole of the Period of Hire. DARTT is not liable to pay any rebate or give any credit to the Hirer where Equipment is returned prior to the end of the Period of Hire.

20.2 Standby Rates

Unless otherwise specified, a standby rental rate is payable for Equipment that is put on 'hold' at DARTT Premises for the priority use of the Hirer. The standby rental rate will apply from the date agreed between DARTT and the Hirer. The Hire Fee is payable once the Equipment has been dispatched from DARTT's Premises.

20.3 Late Return Rates

The Hirer will be charged a Hire Fee at the rate and frequency as specified in the Quotation until the Equipment is returned to DARTT.

21. Payment

21.1 Deposit

- (a) DARTT may, as part of the Quotation, require the Hirer as a pre-condition of Acceptance, to pay to DARTT a Deposit in respect of the Equipment to be hired. The amount of the Deposit shall be as stated in the Quotation. Unless DARTT expressly by email waives the receipt of the Deposit as a pre-condition of Acceptance, no Acceptance by the Hirer will be effective unless and until the Deposit is paid.
- (b) Any Deposit when paid shall be applied against the Hire Fee. If the Hirer cancels the Contract or any Equipment, DARTT may, at its discretion, apply the Deposit as a credit against any Cancellation Fee.

21.2 Cancellation and Cancellation Fee

- (a) The Hirer may cancel this Contract prior to delivery of the Equipment provided that it sends a Cancellation notification to DARTT and pays the Cancellation Fee. Upon receipt of a Cancellation notification, DARTT has no further obligation to deliver the Equipment the subject of the Cancellation to the Site.
- (b) The Cancellation sent by the Hirer must clearly identify each and every item of the Equipment which the Hirer no longer requires.
- (c) The Hirer agrees that it must pay the Cancellation Fee for each and every item of Equipment the subject of the Cancellation.

21.3 Consumables

- (a) All expendable items will be invoiced to the Hirer at the commencement of the Period of Hire and are not considered to form part of the Equipment.
- (b) All expendable items supplied or consigned with the Equipment returned unused, undamaged and in original packing will be accepted by DARTT as returns of stock at twenty percent of the quoted price for those expendable items provided for in the Quotation.

21.4 Payment

All invoices are to be paid within 30 Days of the date of issue. Invoices not paid by the due date will incur an interest charge payable by the Hirer of two (2) % per calendar month on the balance outstanding.

21.5 Duties and GST

- (a) All prices specified in the Quotation are exclusive of Duty, GST and other taxes, excises and levies unless specifically stated otherwise. All Duties and GST payable with respect to the supply or use of Equipment are payable by the Hirer.
- (b) All Duties and GST payable with respect to the supply or use of Equipment are payable by the Hirer and the Hirer must provide to DARTT upon demand the Hirer's ABN and any other information required to deal with GST.
- (c) In any location not subject to the imposition of Australian taxation law, or which does not have a double tax agreement with Australia, any taxes excises and levies

applicable to the rental of the Equipment must be paid by the Hirer.

22. Default

- (a) If the Hirer defaults in its obligations, the Hirer agrees to pay DARTT for all costs and expenses incurred by DARTT in recovering the Equipment and monies due and for enforcing its rights including all of DARTT's legal fees and expenses on an indemnity basis whether or not formal legal action is instituted.
- (b) The Hirer will be in default if:
 - (i) it breaches any of its obligations under this Contract and fails to remedy that breach within 7 Days of being requested by DARTT in writing to do so;
 - (ii) it breaches any Essential Term of this Contract;
 - (iii) where the Hirer being a corporation is insolvent, is wound-up or goes into liquidation or has an administrator appointed to it or has a receiver appointed over any of its assets;
 - (iv) where the Hirer is a natural person, he or she is or becomes insolvent or makes an assignment for the benefit of his or her creditors or commits an act of bankruptcy under the Bankruptcy Act 1966 (Cth) or is declared bankrupt.
- (c) On the happening of an event of default as specified in sub-clause 22(b) DARTT may, without prejudice to any of its other rights either under the Contract or at law and without previous notice to the Hirer, enter any Site where DARTT believes the Equipment to be located and re-possess it and the Hirer agrees not to make any claim or bring any action against DARTT as a result of the re-possession of the Equipment. DARTT may also suspend further hire of Equipment under any Contract or terminate the Contract immediately by notice to the Hirer.
- (d) The Hirer agrees to indemnify DARTT and keep DARTT indemnified against any loss or liability expense or cost which might be incurred by DARTT in entering upon a Site and taking possession of the Equipment or any part of it, including any liability to any third party for trespass or for damage to the Site occasioned through the entry upon the Site, the re-possession of the Equipment or its removal from the Site.

23. Credit

DARTT reserves the right to change the credit terms on further rentals at any time when, in DARTT's opinion, the Hirer's financial condition or previous payment record so warrants.

24. Errors

Stenographic, typographic and clerical errors in the Contract are subject to correction and the Hirer hereby agrees to re-execute any document that requires correction or signature.

25. Notices

Any notice, consent, approval or other communication under the Contract is only effective if completed and delivered in accordance with the provisions of these Terms. If it is personally delivered on a Day, it is taken to have been received on that Day. If it is sent by mail, it is taken as to being received 3 Days after it is posted. If it is sent by email, it is taken to have been received upon confirmation of successful transmission by the sender's internet provider. Facsimile notices are not accepted as a form of notice.

26. Severability

The invalidity or unenforceability or any one or more of the provisions of the Contract will not invalidate or render unenforceable the remaining provisions of the Contract.

27. Relationship between the parties

Nothing in the Contract constitutes a joint venture, agency, partnership or any other fiduciary relationship between the parties. At all times, DARTT is an independent contractor and not an employee or agent of the Hirer. The Hirer is not entitled to hold itself out as an agent of DARTT.

28. Law and Jurisdiction

The Contract is governed by the laws of Western Australia. Each party submits to the jurisdiction of the courts of Western Australia and waives any right to claim that those courts are an inconvenient forum.

29. Personal Property Securities Act

This agreement may constitute a personal property security lease pursuant to the Personal Property Securities Act 2009 (Cth) in relation to the Equipment supplied by DARTT to the Hirer and any other equipment that will be supplied in the future by DARTT to the Hirer. The Hirer agrees to do all such things and sign all such documentation and/or provide any further information (such information to be complete accurate and up-to-date in all respects) as are necessary and reasonably required to enable DARTT to register its interest in the Equipment on the PPSR.

30. Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Contract will operate as an election not to exercise that right, power or remedy. A single or partial exercise of any right, power or remedy will not preclude any other or further exercise of that right, power or remedy.

Signed by Customer

DATED

FOR AND ON BEHALF OF

Authorised Signature

Name

Title / Position