



**Item 4 – Hire Period**

This Equipment will be hired for the over the following specified period:

Commencement Date	(DD/MM/YYYY)	
Termination Date	(DD/MM/YYYY)	
Total Period in months		

**Item 5 – Location where the Equipment is to be:**

a) **Collected from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 by The Hiring Party:**

Street & Number	23 Drysdale Avenue						
Suburb/town	Kingston, Tasmania, Australia	Post Code	7	0	5	0	

b) **Used by the Hiring Party:**

Street & Number							
Suburb/town		Post Code					
Description of where Equipment is to be located.							

c) **Returned to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 by Hiring Party:**

Street & Number	23 Drysdale Avenue						
Suburb/town	Kingston, Tasmania, Australia	Post Code	7	0	5	0	

**Item 6 – Rate for Default Interest**

Rate for Default interest is 10% per month or part thereof (after thirty (30) days of invoice)

**Item 7 – Rate of Rent**

When Equipment is in transit:	\$	Australian Dollars Per Calendar Month
When Equipment is on standby or in storage:	\$	Australian Dollars Per Calendar Month
When Equipment is in operation:	\$	Australian Dollars Per Calendar Month

**Item 8 – Dates When Rent is Payable**

Rent payment period is by agreement; (Please Cross)

Monthly (30 Days)  Quarterly (90 days)  Biannually (180 days)  Annually (365 Days)  100% Up front

Consisting of one periods advance rent, plus, if applicable, any applicable accrued rental charges and interest from the previous billing cycle, payable no later than thirty days after invoice, or interest penalties will apply. Discounts may apply for voluntary advance payment. Invoices will be issued on the first day of the month in the month and year indicated below by a crossed box on the grid below.

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2009												
2010												
2011												
2012												

**Item 9 – Preferred Method of Payment**

Cheque  Cash  Direct Bank Deposit  Visa or Mastercard Credit Card Via Paypal

**Credit Card Details:**

Full Name:

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Address; as registered against credit card:

Street & Number					
Suburb/town		Post Code			

Card Number:

[ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] [ ]
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Expiry:

[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	[ ] [ ]
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Security Authorisation Code (Seven Digits on back of card near, or on signature panel)

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**I hereby grant ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 Authorisation to charge all funds payable under this agreement to the Credit Card detailed above:**

Signature: \_\_\_\_\_

**Item 10 – Replacement Value of Equipment**

The Replacement Value of the Equipment Hired is, in Australian Dollars:

In Numerals	\$1200	In Words:	One thousand and two hundred dollars only.
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**Item 11 – Security Bond**

The size of the security bond retained by **ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423** is, in Australian Dollars:

In Numerals	\$	In Words:	
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**Item 12 – Termination costs and minimum cost over the term of this hire agreement**

The Rental Agreement may be terminated at any time by the hiring party, either by purchasing the equipment with the consent of, and for the residual value determined by **ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423**, or by paying out in full the balance of the rental fees unpaid over the remaining duration the specified hire term of this agreement.

As such, the minimum cost of this hire agreement is the total number of months for which the equipment has been agreed to be hired for by the hiring party, multiplied by the applicable monthly rate of hire.

Specifically:

Duration of Equipment Hire in months.		X	Monthly Hire Fee		=	Min Amount payable	
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Note: Advance payment discounts may be applied at the sole discretion of **ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423**.

# General Terms and Conditions of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 Equipment Hire Agreement

## 1. Hiring Of The Equipment

### 1.1 ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 hires Equipment

The Owner, (ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423), agrees to hire the equipment listed in item 3 of the Schedule to the person named in item 1 of the Schedule ("The Hiring Party"), on the terms and conditions of this Agreement, from the date of this Agreement until the date set out in item 4 of the Schedule or until this Agreement is terminated under clauses 5, 7 or 8, whichever is the earliest.

### 1.2 ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 Retains Ownership

ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 retains full title to the Equipment, notwithstanding that the Equipment may be leased to and in the possession of The Hiring Party or attached to any vessel, land or buildings.

### 1.3 Hiring Party Responsible for Selecting the Equipment

The Hiring Party acknowledges that in deciding to enter into this Agreement:

- a. it has not relied in any way on the skill, judgment or any representations made by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 (and/or its agents and employees); and
- b. it has satisfied itself as to:
  - i. the compliance of the Equipment with its description in this Agreement as well as its condition, specifications, quality, fitness for proposed purpose and safety;
  - ii. the validity of any manufacturer's or supplier's warranties or guarantees; and
  - iii. the non-infringement of any patents;
  - iv. and in every other necessary respect.

## 2. Payments and Records

### 2.1

The Hiring Party shall pay to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 the Rent set out in item 7 of the Schedule on the dates set out in item 8 of the Schedule, calculated on the basis of the number of days that the Equipment has been in Transit, on Stand-by or in Operation, from and including the date of this Agreement for the first payment, and for all following payment dates from and including the day after the previous payment date, up to and including the next payment date.

### 2.2 Records of use of the Equipment

The Hiring Party shall keep a record of the dates and number of days on which the Equipment is in Transit, on Stand-by or in Operation respectively for the terms of this Agreement, and shall submit a copy of this record to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 in respect of each relevant payment period on or immediately following the relevant payment date for that period if requested.

### 2.3. Manner of Payment

The Hiring Party shall make each payment to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 under this Agreement on the due date for payment as set out in item 8 of the Schedule, by the method set out in item 9 of the Schedule or as specified by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 by notice to The Hiring Party from time to time.

## 2.4 Overdue Interest

Where any money is not paid by The Hiring Party on or before the relevant due date, The Hiring Party shall pay interest calculated daily at the rate set out in item 6 of the Schedule on that outstanding amount, for the period from and including the day on which it fell due for payment to but excluding the day on which that outstanding amount is paid in full.

## 2.5 Goods and Services Tax (GST)

The Rent is exclusive of GST. The Hiring Party must pay ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423, in addition to Rent, an amount representing the GST payable with respect to that Rent. The Hiring Party must pay the amount representing GST, recoverable by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 under this clause, on the same date as payment must be made for the supply giving rise to the GST.

In this clause, an expression defined in *A New Tax System (Goods and Services Tax) Act (Cth) 1999*, has the same meaning.

# 3. Indemnities and Release

## 3.1 General Indemnity in respect of the Equipment

The Hiring Party assumes liability for, and indemnifies ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423, its agents and employees against, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and taxes, of whatever kind or nature (including claims for strict liability in tort and claims for breach of copyright), arising (as a result of any or all of the following):

- a. on account of the delivery, installation, ownership, hiring, disposition, use (including by reason of the use or incorporation of any invention resulting in the infringement of a patent), condition (including, without limitation, latent and other defects whether or not discoverable by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or the Hiring Party) or operation of the Equipment, regardless of by whom it is used or operated (except where used or operated by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423) during the delivery, installation, ownership, hiring, disposition, use or operation of the Equipment and in any event during the term of this Agreement;
- b. in respect of any damage to property or death of or injury to any person which may be suffered or sustained in connection with the Equipment;
- c. without limiting the operation of (a) and (b), in the event that ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 requires the Hiring Party to return the equipment pursuant to the provision of clause 5.

## 3.2 General Release in respect of the Equipment

The Hiring Party releases ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 to the fullest extent permitted by law from all claims and demands of every kind arising out of the delivery, installation, ownership, hiring, use, disposition or operation of the Equipment, including any liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatever nature or kind. The Hiring Party agrees that ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 will have no responsibility or liability for any loss of or damage to any property of the Hiring Party.

## 3.3 Continuation of Indemnity and Release

The assumption, indemnity and release contained in clauses 3.1 and 3.2 continue in full force and effect notwithstanding any termination of this Agreement (whether by expiration of time or otherwise) as to any act or omission up to the return of the Equipment to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423. The assumption and indemnity in respect of claims for breaches of patent or copyright also continue in full force and effect throughout the life of the Equipment (other than in respect of modifications made to the Equipment by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 after termination of this Agreement or any period of holding over).

# 4. Provisions Relating to the Equipment

#### 4.1 Hiring Party not to dispose of the Equipment

- a. The Hiring Party shall not without the prior consent of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423:
  - i. sell or otherwise dispose of the Equipment; and
  - ii. share possession of the Equipment or grant to any person a sublease, licence or sub-licence affecting the Equipment.
- b. The Hiring Party shall at all times keep the Equipment free from distress, execution or other legal process.

#### 4.2 Hiring Party to Maintain the Equipment in Good Condition and Repair

The Hiring Party shall at all times and at its own expense keep and maintain the Equipment in proper working order and condition and in good repair (with due allowance for normal wear and tear) so that the Equipment at all times is capable of being operated fully and efficiently for the purpose and to the capacity for which it was intended by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423. The Hiring Party indemnifies ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 against, and shall pay ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 on demand the amount of, any loss of or damage to the Equipment or any part of it (however occasioned) and shall give reasonable notice to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 in writing of any such loss or damage of a substantial or material nature.

#### 4.3 Replacement of Defective Parts

- a. The Hiring Party shall at its own cost and expense replace with reasonable promptness all components, accessories and other items of equipment of whatever nature (for the purpose of this subclause collectively called "**Parts**") constituting part of the Equipment which may from time to time become inoperative (other than by reason of wear and tear in their normal course of operation), damaged beyond repair or otherwise unavailable for any reason for use by The Hiring Party with the Equipment.
- b. All replacement parts will be the property of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 and must be free and clear of all security interests and rights of others and must be in as good condition as and have a value and utility at least equal to the Parts replaced (assuming such replaced parts were in the condition and repair required to be maintained by this Agreement).
- c. The Hiring Party may not without the consent of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 make any replacement, alteration or addition of a major nature which may lead to a material reduction in the value of the Equipment.

#### 4.4 ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423's Inspection Rights

The Hiring Party grants ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 the right, and shall use its best endeavours to ensure that others grant ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 the right, to enter with its employees, agents, workmen and experts and with any materials upon any premises where the Equipment is located to examine the state of repair of the Equipment (for which purpose ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or its employees, agents or experts may carry out such tests on the Equipment as may seem necessary to them). ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may exercise this right at all reasonable times on reasonable notice (except in case of emergency when no notice is required) and (except in case of emergency) without unduly interfering with the operations of the Hiring Party.

#### 4.5 ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may Require Repairs

- a. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may retain such properly qualified experts as it thinks fit in order to determine whether the Equipment is in need of repair or replacement.
- b. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or its expert may serve upon The Hiring Party at any time a notice of any defect in the Equipment for which The Hiring Party is responsible under this Agreement, and The Hiring Party shall remedy any defect so specified promptly after receipt of such notice.

- c. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 is the sole acceptable body, entity or individual authorised to make repairs to equipment, unless specific consent has been granted by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 for the hiring party to arrange for repairs to be made by another party.

#### 4.6 Hiring Party to Comply with Safety Rules

The Hiring Party shall at its own expense comply with all applicable laws, regulations, rules and requirements necessary for the safe and lawful operation of the Equipment and with all reasonable requirements of the manufacturer or supplier of the Equipment. Any addition, replacement or alteration required to be made to or installed on the Equipment as a result of such compliance will, without any further act of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or the Hiring Party, become the property of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 and be considered part of the Equipment for all purposes of this Agreement.

#### 4.7 Notification on Seizure of Equipment

If any person seizes or attempts to seize or interfere with the Equipment, The Hiring Party shall:

- a. notify that person of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423's title to and rights in relation to the Equipment; and
- b. immediately inform ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 by notice of that seizure, attempted seizure or interference.

#### 4.8 Name Plates

- a. The Hiring Party, at the request by notice of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423, shall affix such name, name plate, identification number, trade mark or any other mark (each a "**marking**") on the Equipment or any part of it as ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may require in that notice.
- b. The Hiring Party may not remove or change any marking without the consent of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423.

#### 4.9 Operation only by Competent Personnel

The Hiring Party at its own expense shall operate each item of the Equipment only by competent and (where appropriate) properly qualified, trained and licensed personnel and by appropriate methods and standards of operation.

#### 4.10 Hiring Party to Act at Own Risk

Except to the extent that the Agreement expressly requires otherwise, The Hiring Party shall:

- a. transport the Equipment from and to the places specified in item 5 of the Schedule, as applicable;
- b. operate, use and keep the Equipment; and
- c. comply with its obligations under this Agreement,
- d. at its sole risk and expense.

#### 4.11 No General Replacement or Additional Parts

ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 is not obliged to supply equipment in replacement of the Equipment for any reason whatever including, without limitation:

- a. because the Equipment may have been damaged or because The Hiring Party may have ceased for any other reason to have the use of the Equipment; or

- b. because the Equipment may not or may have ceased to function as contemplated by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or The Hiring Party at the date of execution of this Agreement.

## 4.12 Decontamination

At the end of the hire period or on notice of termination under Clause 8, or when given notice under Clause 5 the Hiring Party shall, at its own cost and expense, clean and decontaminate the equipment prior to return to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423. Such cleaning and decontamination shall render the equipment capable of being operated fully and efficiently for the purpose and to the capacity for which ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 intends to use it.

## 5. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 Requires Use Of Equipment

- a. If ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 notifies The Hiring Party that ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 requires use of the Equipment during the term of this Agreement for the purposes of a product safety, functional or manufacturing defect recall or similar emergency such as a regulatory compliance related issue, the Hiring Party shall immediately return the equipment to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423.
- b. The Hiring Party acknowledges that if it does not, for any reason, immediately return the Equipment to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423, The Hiring Party shall pay to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423, upon receipt of a tax invoice from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 and in addition to the Rent, the costs incurred by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 in transporting substitute equipment to a location specified by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423., and for any legal expenses, statutory penalties and/or expenses incurred as a result of the delay.
- c. If ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 requires use of the Equipment during the term of this Agreement for the purposes of a product safety, functional or manufacturing defect recall or similar emergency such as a regulatory compliance related issue, ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 reserves the right to terminate the hire agreement with the Hiring Party without notice.

## 6. Insurance

### 6.1 Hiring Party to take out Insurances

The Hiring Party shall effect, and keep current at all times during the Agreement Term, insurances in relation to the Equipment and the Hiring Party's liabilities under this Agreement covering such risks and containing such terms as ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may require from time to time.

### 6.2 ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may Enforce Insurances

For valuable consideration and as security for the enforcement of its obligations under this Agreement, The Hiring Party irrevocably appoints ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 and each authorised representative of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 as the Hiring Party's attorney to recover or compromise in their respective names any claim for loss or damage under any insurances required by clause 6.1 or otherwise, and to give effectual releases and receipts for the same.

### 6.3 Application of Insurance Proceeds

- a. The Hiring Party irrevocably authorises ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 to appropriate any insurance or other moneys received by it in respect of any loss of or damage to the Equipment towards any moneys

then due and owing by The Hiring Party to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 pursuant to this Agreement. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 shall make the balance of such moneys available to The Hiring Party to enable The Hiring Party to comply with its obligations under the following paragraph (b) of this subclause.

- b. The Hiring Party shall apply:
  - i) any insurance moneys made available by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 to The Hiring Party under paragraph (a); and
  - ii) to the extent that those insurance moneys may be insufficient, its own moneys,
  - iii) to repair or replace the whole of the Equipment to at least as nearly as possible the condition required by this Agreement.

## 7. Loss of or Damage to the Equipment

### 7.1 Consequences of a Casualty Event

- a. If the Equipment is stolen, destructed, compulsorily acquired or damaged to an extent which in the reasonable opinion of an expert appointed by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 renders repair impracticable The Hiring Party shall immediately pay ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 the replacement value of the Equipment specified in item 10 of the schedule; less any proceeds of insurance or other compensation moneys received by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 on or before that date. Upon payment of this amount and any other amounts outstanding under this Agreement, ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 reserves the right to terminate this Agreement.
- b. If ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 has received payment in full of the replacement value of the Equipment and any other amounts outstanding under this Agreement, it shall pay to The Hiring Party any insurance or other compensation moneys it subsequently receives in respect of the Equipment.

## 8. Default

### 8.1 Events of Default

Each of the following, unless waived by notice from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423, is an Event of Default:

- a. **(non-payment)** if The Hiring Party fails to pay on time any amount which is due and payable by it under this Agreement;
- b. **(other obligations)** if The Hiring Party fails to perform any provision of this Agreement requiring performance by it (other than a failure referred to elsewhere in this clause) and that failure is incapable of remedy or, if capable of remedy, continues for 10 business days after The Hiring Party receives a notice from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 requiring that the failure be remedied;
- c. **(insolvency)** if The Hiring Party or any of its subsidiaries:
  - i. suspends payment of its debts;
  - ii. ceases or threatens to cease to carry on all or a material part of its business; or
  - iii. is or states that it is unable to pay its debts;
- d. **(compromise or arrangement)** if The Hiring Party or any of its subsidiaries takes any step for the purpose of entering into a compromise or arrangement with any of its members, or creditors, generally or any class of them; or
- e. **(abandonment or seizure of the Equipment)** if the Equipment is abandoned, condemned or seized or appropriated by any government agency or sequestered, impounded or distrained upon and not released within five business days.

### 8.2 Consequences of an Event of Default

If an Event of Default has occurred and has not been remedied, ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may at any time, by notice to the Hiring Party, do either or both of the following:

- a. take action, either at law or in equity, to enforce performance by The Hiring Party of this Agreement or to recover damages (or both);  
or
- b. terminate this Agreement.

### 8.3 Termination

Upon the termination of this Agreement as provided in clause 8.2(b):

- a. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 will be entitled to retain all Rent and other moneys previously paid by The Hiring Party to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 under this Agreement; and
- b. ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 may recover from The Hiring Party all Rent and other moneys due and owing under this Agreement at the date of such termination together with interest as provided in clause 2.3.

## 9. Procedures On Termination

### 9.1 Return of Equipment

- a. Upon the termination of this Agreement, or where The Hiring Party receives a notice from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 under clause 5, The Hiring Party at its own expense shall return the Equipment to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 at the place referred to in item 5(c) of the Schedule.
- b. If the Hiring Party Chooses to return the Equipment before the termination date of the Equipment hire Agreement detailed in item 4 of the schedule, the hiring party may do so, but all rental fees as set out in item 7 of the schedule will be payable in full for the remaining duration of the rental agreement according to item 4 of the schedule, as per item 12 of the schedule.
- c. If The Hiring Party fails to return the Equipment to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 upon termination of this Agreement as required by paragraph (a), ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 will be entitled to retake possession of the Equipment and for that purpose ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or its employees or agents may enter upon any land, vessel or premises on which the Equipment is kept or on which ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or any of its employees or agents reasonably suspects that the Equipment is kept. The Hiring Party waives any damages it may suffer as a result of this.

## 10. Costs

10.1 The Hiring Party indemnifies ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 against, and shall pay ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 on demand the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and taxes in connection with the negotiation, preparation, execution, stamping and registration of this Agreement, the administration, exercise or attempted exercise, enforcement or attempted enforcement or preservation or attempted preservation of any rights under this Agreement (including, without limitation, the fees of any consultant appointed by ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 to advise it in relation to any of these), and any amendment to, release or discharge of or under, this Agreement.

## 11. Notices

### 11.1

A notice, consent, approval or other communication under this Agreement shall be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and delivered, sent by pre-paid mail or transmitted by facsimile to the relevant address listed in the Schedule or as notified by each party to the other from time to time.

## 12. Law and Jurisdiction

### 12.1

This Agreement is governed by the law in force in the State of Tasmania, Australia and the parties submit to the exclusive jurisdiction of the courts of the State of Tasmania, Australia and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

## 13. General

### 13.1 Quiet Enjoyment

Subject to the other provisions of this Agreement (including, but without limiting the foregoing clause 5), if The Hiring Party pays the Rent and duly and punctually complies with all provisions of this Agreement, The Hiring Party may peaceably possess and enjoy the Equipment during the term of this Agreement without any interruption or disturbance from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 or any person lawfully claiming through ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423.

### 13.2 No Purchase Option

- a) The Hiring Party acknowledges that neither ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 nor any person on its behalf has granted any option or made any representation (express or implied, written or oral) that The Hiring Party or a nominee of The Hiring Party may purchase the Equipment from ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 either during the term of this Agreement or upon or after its termination.
- b) The price, terms and conditions of any purchase of the Equipment will be solely at the discretion of ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423.

### 13.3 Amendment

This Agreement may only be amended or supplemented in writing signed by the parties.

## 14. Interpretation

### 14.1 To the extent permitted by law:

- a. all terms which may be implied into this Agreement by any applicable law at any time do not apply to, and may not be implied into, this Agreement except to the extent that they are included in the express terms of this Agreement; and
- b. without limiting the generality of paragraph (a), all conditions and warranties, express or implied, whether arising by virtue of statute or otherwise, as to the condition, specifications, quality, fitness for purpose or safety of, or title to, the Equipment are negatived and excluded, and ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 has made and makes no representation, and gives no warranty or undertaking, in relation to any of these matters.

### 14.2 In this Agreement, unless the context otherwise requires:

"**Equipment**" means the equipment described in item 5 of the Schedule;

"**Event of Default**" means any of the events or circumstances described in clause 8.1;

"**Operation**" includes, without limitation, the Equipment being in the possession or control of The Hiring Party while not in Transit where it is not in actual use;

"Rent" means the rates of money payable by The Hiring Party to ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423 for the hire of the Equipment when the Equipment is in Transit, Stand-by or in Operation respectively, as set out in item 7 of the Schedule; and

"Stand-by" means the Equipment being in the possession or control of The Hiring Party while not in Transit, or in operation. That is, where the Equipment is stored by The Hiring Party awaiting use.

"Transit" means the Equipment is:

- a) being held for collection at, or has been collected and is being transported from, its place of collection (as set out in item 5(a) of the Schedule) to place of use (as set out in item 5(b) of the Schedule); or
- b) being held for collection from, or has been collected and is being transported from, its place of use (as set out in item 5(b) of the Schedule) to its place of collection (as set out in item 5(c) of the Schedule), by or on behalf of The Hiring Party.

"Month" means a calendar period of not less than thirty (30) days

**14.3 In this Agreement, unless the context otherwise requires:**

- e. the singular includes the plural and vice versa;
- f. a reference to an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government and vice versa;
- g. a reference to any gender includes all genders;
- h. a reference to any party to this Agreement or any other document or Agreement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- i. a reference to an item, clause or page is a reference to an item, clause or page of this Agreement.

EXECUTED as an Agreement on	..... <b>ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ)</b> <b>ABN: 41 640 950 423</b>
SIGNED for and on behalf of <b>ADRIAN JOHN LADANIWSKYJ (T/A A.J LADANIWSKYJ) ABN: 41 640 950 423</b> by its duly authorised officer in the presence of: ..... Witness Name (printed):	..... <b>Officer Name:</b>
<b>The Hiring Party</b>	
SIGNED for and on behalf of THE HIRING PARTY in the presence of: ..... Witness Name (printed):	..... <b>Name:</b>

# Invoice/Statement

Payment should be made within 30 days of the date of this invoice.  
Cheques should be made payable to *ADRIAN JOHN LADANIWSKYJ*

Please direct all inquires to the Accountant

Date of Issue:

Customer Number:

Invoice Number:

Date	Particulars	Qty	Price	Amount

90 days	60 days	30 days	Current	Balance