



Equipment Hire Agreement

Diamond Australia
3 Redland Drive
Mitcham VIC 3121

EQ-.....

Ship To:

Name:	
Address:	
Contact/Order No:	

Bill To:

Name:	
Address:	
Contact:	

Equipment	Serial Number	Accessories	Start Date	Return Date	Hire Rate

Signed on Behalf of Diamond Australia

Signed on Behalf of Customer**:

Date:/...../.....

Date:/...../.....

Additional Comments:

**** I, as the customer, certify that I have read and accept the "Terms and Conditions" on page two.**

Diamond Australia Use Only:

Date Returned:/...../..... Received ok: Additional Charges: \$..... Invoice Number: IN-

Terms and Conditions:

The Customer hereby rents from Diamond Australia Pty Ltd the Equipment listed on the attached schedule upon the following terms and conditions:

1. RENTAL PERIOD

(a) The normal rental period is weekly commencing on the Start Date shown on the attached schedule and terminating at 9.00 am one week after the start date if that day is a Business Day. If the end of the week is not a Business Day then the rental period will expire 3pm on the earliest preceding Business Day. For these purposes Business Day excludes Saturdays, Sundays and Public Holidays

(b) Short Term rental shall be on a daily basis, commencing at 9.00am on the Start Date and ending on the Business Day on which the Equipment is returned provided that the Equipment is returned by 9.00 am. If the Equipment is returned after 9.00 am another day rental will be payable. The applicable rates for short term rentals shall be determined by Diamond Australia Pty Ltd.

2. RENTAL

The Customer shall pay the rental fee as applicable to Diamond Australia Pty Ltd. In the event that the Equipment is not returned by the required time as set out in clause 1 then a further weekly fee shall become due and payable and such shall continue to accrue on a weekly basis until the Equipment is returned. In the event that equipment is returned prior to any weekly anniversary then Diamond Australia Pty Ltd. may give a rebate on the rental but is not obliged to do so. No claim shall be made or be maintainable if Diamond Australia Pty Ltd. determines not to give a rebate. In respect to any claims arising under clause 8, the rental period shall continue until the Equipment has been repaired by Diamond Australia Pty Ltd or replacement costs have been paid by the Customer

3. DELIVERY AND RETURN OF EQUIPMENT

Collection of the Equipment by the Customer shall be from the premises of Diamond Australia Pty Ltd. and return of the Equipment by the Customer at the Customer's cost shall be to the same premises. Shipment of the Equipment when required by the Customer may be effected if approved by Diamond Australia Pty Ltd. to an address specified by the Customer and at the expense and risk of the Customer. The Customer agrees to not ship the Equipment by post.

4. CUSTOMER'S COVENANTS

The Customer agrees with Diamond Australia Pty Ltd that:

- (a) the Equipment shall remain the property of Diamond Australia Pty Ltd.;
- (b) the Customer shall not sell, charge, pledge or part with possession of the Equipment and shall not on-hire the Equipment to any other party;
- (c) the Customer shall keep Equipment at the address specified unless written permission has been obtained from Diamond Australia Pty Ltd. to relocate Equipment elsewhere;
- (d) the Customer shall use Equipment in a careful and proper manner and not interfere or tamper with the Equipment or let anyone else do so;
- (e) Where the Customer is a company, the Customer shall notify Diamond Australia Pty Ltd immediately if any judgement or order is levied against the Customer or property of Customer or if a petition is presented for the liquidation of the Customer or a Receiver is appointed or a scheme of arrangement is proposed;
- (f) the Customer shall permit Diamond Australia Pty. Ltd. its agents or servants to enter the premises where Equipment is located at all reasonable times in order to inspect Equipment or carry out repairs to Equipment;
- (g) the Customer requires and shall utilise the Equipment for its business purposes.

5. WARRANTY

Diamond Australia Pty Ltd warrants that each item of the Equipment hired is of merchantable quality and reasonably fit for the purpose for which it was designed. The Customer acknowledges that it has not relied upon any statement by Diamond Australia Pty Ltd in respect of the Customer's purpose for utilisation of the Equipment and that Diamond Australia Pty Ltd. is not responsible or liable for the failure of the Equipment to perform the purposes required by the Customer.

6. MAINTENANCE

Diamond Australia Pty Ltd. shall at its expense provide routine maintenance and recalibration for the Equipment and shall use its best endeavours to expeditiously repair or replace the Equipment that becomes defective during the rental period through no fault of the Customer. In the event that the Equipment does not operate properly the Customer shall notify Diamond Australia Pty Ltd and request instructions before taking remedial action. Diamond Australia Pty Ltd. may at its option and for such length of time as it deems expedient, replace the Equipment with another if such type or model as shall for the time being be available and the Equipment so substituted shall be subject to these conditions.

7. EARLY CESSATION

Notwithstanding the rental period Diamond Australia Pty Ltd reserves the right of early cessation, which may be exercised on demand and at the absolute discretion Diamond Australia Pty Ltd. In the event that Diamond Australia Pty Ltd so demands the Customer shall forthwith return the Equipment to Diamond Australia Pty Ltd. The applicable rental payable by the Customer will be adjusted accordingly.

8. SAFEKEEPING

The Customer is responsible for the safekeeping of the Equipment from time of collection until time of return and shall bear the risk of any loss, theft, damage or destruction of the Equipment and in the event that should the Equipment require repair or recalibration as a result of the Customer negligence misuse or abuse the Customer shall bear the cost of any such repair or recalibration including any freight charges there occasioned. The Customer shall forthwith pay to Diamond Australia Pty Ltd the new replacement cost as assessed by Diamond Australia Pty Ltd. of the Equipment which is lost, stolen destroyed or damaged beyond repair. The Customer shall pay to Diamond Australia Pty Ltd a reasonable recalibration and refurbishment fee in the event that ownership labels, calibration seals or anti-tamper notices attached to the Equipment are removed or detached. Any item of non-expendable materials (including operations manuals) not returned to Diamond Australia Pty Ltd. upon cessation of the rental period shall be charged to the account of the Customer at full replacement cost or \$100 whichever shall be the greater amount.

9. CUSTOMER DEFAULT

If the Customer is in breach of this Agreement then Diamond Australia Pty Ltd shall be entitled to treat the Agreement as breached and repudiated by the Customer and with or without notice terminate this Agreement whereupon the Customer shall immediately return the Equipment to Diamond Australia Pty Ltd and, failing such return, Diamond Australia Pty Ltd may repossess the Equipment and at all times the Customer is responsible and obliged to pay rental until the Equipment is returned to Diamond Australia Pty Ltd. Diamond Australia Pty Ltd shall be entitled to recover from the Customer all damages to which it is entitled by reason of the Customer's breach or repudiation of this Agreement including, without limiting the foregoing of the balance of the rentals payable.

10. LIABILITY

In the event that the Equipment does not function as warranted or in the event of any breach by Diamond Australia Pty Ltd of this Agreement then, to the extent permitted by law, Diamond Australia Pty Ltd's liability (if any) for any loss, damage or injury whatsoever shall be restricted to the amount of the rental for the duration of the rental period in which the breach occurs and Diamond Australia Pty Ltd. shall not be liable for any item of so called consequential loss.

11. PROPERTY

In the event that the Customer seeks to purchase the Equipment and Diamond Australia Pty Ltd, agrees to sell the Equipment the property therein shall not pass until and unless all payments by way of rental and by way of purchase price have been received by Diamond Australia Pty Ltd. and the payments shall be applied first in reduction of rental and second in account of the purchase price.

12. INTELLECTUAL PROPERTY RIGHTS

All rights pertaining to industrial or intellectual property including but not limited to copyrights patents and trade marks are expressly reserved. The Customer shall not make any copies or authorise any copying of anything supplied such as programs except with the authority of Diamond Australia Pty Ltd. and the owner/licensor or and in accordance with the license terms so applicable. All copies must be delivered up with the Equipment.

13. CONSUMABLES

Diamond Australia Pty Ltd is entitled to separately charge for consumables including but not limited to lint free wipes and one step lapping film supplied by Diamond Australia Pty Ltd. for the everyday operation of the Equipment pursuant to this agreement.

14. SUNDRY

The above conditions constitute the entire Agreement between Diamond Australia Pty Ltd and the Customer with respect to the Equipment and shall not be amended except in writing signed by both parties. The Customer acknowledges and agree that all other (if any) warranties or suitability of the Equipment for any particular use or purpose whether implied or statutory are hereby excluded.