

Rental Terms and Conditions

The following are the terms and conditions that apply to the rental of equipment from Pocketphone. By accepting equipment furnished under this agreement, the customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by a representative of Pocketphone. Equipment as referred to herein shall include all related accessories, manuals, and other items to be delivered as specified on the rental invoice.

Warranty

With respect to rental service, POCKETPHONE warrants to the Customer only that rental equipment when shipped is in good operating condition. If equipment is not received in good operating condition due to no fault of the Customer, POCKETPHONE shall (at its option) either repair equipment or supply replacement equipment subject to availability from POCKETPHONE's inventory. Defects or discrepancies in or like objection to equipment must be reported to POCKETPHONE within 24 hours after Customer receives the equipment, failing which it will be conclusively presumed that the equipment was as ordered, was received in good condition and is accepted.

The remedies provided herein are Customer's sole and exclusive remedies. In no event shall POCKETPHONE be liable for direct, indirect, special, incidental or consequential damaged (including loss of profits) whether based on contract or any other legal theory. POCKETPHONE makes no warranty expressed or implied that the equipment is fit for any particular purpose. Upon notice from Customer during the course of rental, and upon return of equipment by Customer, POCKETPHONE will, at its option, repair or recalibrate malfunctioning equipment.

Payment Terms

Terms are NET 30 days from date of invoice subject to credit department approval. Payments are delinquent 30 days from date of invoice are subject to interest charges at 18% per annum but not exceeding the maximum lawful rate. POCKETPHONE reserves the right to change the credit terms on further rentals at any time when in POCKETPHONE's opinion, Customer's financial conditions or previous payment record so warrants. All applicable taxes will be added to the invoice and are payable by Customer.

Shipment/Delivery

All quoted prices are F.O.B. POCKETPHONE's service center. All shipping costs, including cost of insurance are payable by Customer. Equipment will not be sent nor returned by Australia Post. Shipments of any products are subject to availability from POCKETPHONE's inventory. POCKETPHONE will make a reasonable effort to meet any delivery quoted. POCKETPHONE will attempt to ship in accordance with Customer's shipping instructions. In the absence of specific instructions, or if Customer's instructions are deemed unsuitable, POCKETPHONE reserves the right to ship by the most appropriate method. ALL RISK OF LOSS AND DAMAGE SHALL PASS TO CUSTOMER AT THE FOB SHIPPING POINT. POCKETPHONE shall not be liable for delays in performance hereunder due to causes beyond its control including, but not limited to acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by POCKETPHONE's suppliers.

Liability

POCKETPHONE shall not be responsible for loss or damage to Customer's business or property or for injury or death to persons; and Customer shall indemnify POCKETPHONE and hold it harmless for claims for any of the foregoing, including associated legal fees and expenses.

Default

Should customer default in its obligations, Customer agrees to pay POCKETPHONE for all costs and expenses incurred by POCKETPHONE in recovering the equipment or monies due and enforcing its rights. POCKETPHONE shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

Notifications

Any required notices shall be given in writing at the address of POCKETPHONE or Customer as shown on the front of this contract or to such other address as either party may substitute by written notice to the other.

Assignment

Neither POCKETPHONE or Customer may assign or transfer any rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void.

Waiver

Should POCKETPHONE choose not to exercise any of its rights, that shall not constitute or be deemed a waiver or forfeiture of such rights.

Purchase Rights

Customer has no purchase rights or purchase options under this agreement.

Governmental Jurisdiction

POCKETPHONE shall be notified in writing of any binding Australian governmental procurement regulations that will affect this contract. This agreement shall be governed by the laws of the Commonwealth of Australia.

Errors

Stenographic, typographic and clerical errors in this agreement are subject to correction and Customer hereby agrees to re-execute any document that requires correction or signature.

Ownership

Rental equipment remains the property of POCKETPHONE. Customer shall not remove, deface, or obscure ownership labels.

Rates

Rates are based on daily, weekly and monthly time periods. Rentals continuing beyond the initial time period requested are billed at the daily rate, until that exceeds the weekly rate. Rental charges will commence the next business day after POCKETPHONE ships the equipment to Customer. Rentals shipped for Saturday delivery will commence on that day. Customer is liable for all usage charges upon commencement of the rental agreement & until such time as the handset is returned to the POCKETPHONE facility. Rental charges cease on the day equipment is received at the designated POCKETPHONE facility. There are no credits or rebates for early return. Customer is liable for all usage charges

Equipment Usage

Customer shall 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. Customer may not permit the equipment to be used by another party or at a different location without the express written consent of POCKETPHONE.

Customer Obligations

Customer is responsible for damage to equipment due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair equipment so damaged, and incurred shipping charges. Equipment shall be returned to POCKETPHONE in good condition and repair, wear from reasonable and proper use excepted. Upon return, customer must certify that equipment is free from contamination. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, Customer agrees to pay POCKETPHONE the replacement cost (as determined by manufacturer's current list price) of any such equipment which Customer is for any reason unable to return to POCKETPHONE at the end of the rental period. **Rental charges will continue beyond the specified rental term, at the daily rental charge, until equipment is returned to POCKETPHONE or Customer reimburses POCKETPHONE for the replacement cost of the equipment.** Unless otherwise agreed to in writing, Customer shall pack the equipment for return to POCKETPHONE in accordance with standard commercial practices. All packing will conform to requirements of carrier's tariffs. If Customer issues a change order causing delays or cancels an order less than 2 days prior to scheduled shipment, Customer shall be subject to a 5% charge based upon the list price of the affected equipment.

Acceptance

By signing below, the Customer agrees that they have read and understands the above Terms and Conditions, and will be bound by them.

Signature _____ Date _____

Name (printed) _____ Company _____