



## RENTAL TERMS AND CONDITIONS

### 1. PARTIES

This contract is made between the CUSTOMER and FACE VISUAL MARKETING GROUP PTY LTD, ACN 111 415 402.

### 2. INTERPRETATION

In these terms and conditions:

2a. The following words shall have the following meanings unless the contract expressly requires otherwise.

i) The "Customer" means the person or Company that has, is or is intending to purchase goods and/or services and also expressly includes any person or Company signing these conditions on behalf of that person or Company and includes their successors, assigns, or legal personal representatives.

ii) "Face Displays", "Face Digital", "Face Design", "Face Gifts", "Face Installs", "Face VMG" means FACE VISUAL MARKETING GROUP Pty Ltd, ACN 111 415 402, it's sub-contractors, agents, servants or any individual or Company acting on our behalf.

iii) "Equipment" means the items or services, provided by Face VMG to the customer. Face VMG reserve the right to deliver equipment the same or of higher specification than that quoted.

iv) "Business day/hours" is a normal working day between 9am and 5.30pm excluding Saturdays, Sundays and Public holidays.

2b. Heading notes herein are for reference purposes only and shall not affect the interpretation of this contract.

2c. Words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders and words importing persons shall include corporate bodies and municipal and other authorities.

### 3. RENTAL PERIOD

3a. Unless otherwise stated on the face hereof or agreed in writing Equipment is rented on the basis of a so called working week.

3b. The base of a working week shall commence from the date of delivery of the Equipment or the hire commencement date, whichever is later, and shall terminate at 3pm on the last Business Day immediately prior to the same day of the week following that commencement.

3c. Notwithstanding the Rental Period Customer liability commences from the time of dispatch from Face VMG and terminates upon return to the premises of Face VMG.

### 4. EXTENSION OF RENTAL

The Rental Period may be extended by the Customer at the discretion of Face VMG for a term other than that specified on the face hereof. A rental rate will be calculated by Face VMG and invoiced accordingly.

### 5. EARLY CESSATION

Notwithstanding the Rental Period Face VMG expressly reserves the right of early cessation which may be exercised on demand and at the absolute discretion of Face VMG.

In the event that Face VMG so demands the Customer will forthwith return the Equipment to Face VMG, or make it available for immediate collection. Face VMG may give a rebate on the Rental but is not obliged to do so. No claim shall be made or maintainable if Face VMG determines not to give a rebate.

### 6. DELIVERY AND RETURN OF EQUIPMENT

6a. Delivery of Equipment to Customer shall take place at such of the premises of Face VMG as set forth in this contract as appropriate and return of Equipment by Customer shall take place at the same premises of Face VMG from which the Equipment is supplied.

6b. If the contract provides that the equipment is to be delivered/returned by Face VMG, then:

i) The Customer shall pay to Face VMG upon demand all delivery charges specified herein, and if not specified, then any delivery/return charges as calculated by Face VMG.

ii) Delivery times and dates, unless the contrary is expressly agreed to in writing by Face VMG, are estimates only and late delivery will not entitle the Customer to cancel this contract.

6c. Shipment of Equipment when required by Customer may be effected if approved by Face VMG to an address specified by Customer at the expense and risk of Customer.

6d. All equipment must be carefully checked by the Customer and any variations or manufacturing defects notified to Face VMG upon receipt.

6e. Return shipment of Equipment may be effected by the Customer if approved by Face VMG to the office of Face VMG the Equipment was shipped from and is at the expense and risk of the Customer.

### 7. RENTAL

Customer shall pay the rental fee as applicable from time to time to Face VMG by instalments in advance with the first instalment due upon the date of delivery of the Equipment to Customer. In the event that the Equipment is not returned by the anniversary of the Rental Period then a further fee shall become due and payable and such shall continue to accrue on the anniversary until the Equipment is returned. In the event that Equipment is returned prior to any anniversary then Face VMG may give a rebate on the Rental but is not obliged to do so. No claim shall be made or maintainable if Face VMG determines not to give a rebate.

### 8. OBLIGATIONS OF THE CUSTOMER

The Customer shall:

8a. Pay to Face VMG the cost of all consumables used and not replaced by the Customer.

8b. Make your own enquiries about the Equipment's fitness for the purposes for which it is hired or used by the Customer and shall satisfy yourself, before the Equipment leaves Face VMG possession, that the Equipment is fit for that purpose and is in a condition suitable for use.

8c. Use the Equipment only for the purpose for which it is manufactured or designed and is in accordance with the manufacturer's instructions.

8d. Unless expressly provided to the contrary in this contract, keep the Equipment insured and be responsible for any loss or damage to the Equipment for any eventuality whatsoever and shall indemnify Face VMG and hold Face VMG harmless for any loss or damage suffered other than fair wear and tear in the normal course of use.

8e. At your own expense, clean the Equipment and return it to Face VMG in the condition it was supplied in accordance with the manufacturer's recommendations.

8f. Continue to pay hire charges for Equipment which may be lost or stolen or destroyed or damaged until Face VMG has been paid by the Customer the replacement cost of the Equipment or until the equipment has been repaired and returned to Face VMG.

### 9. CUSTOMER'S COVENANTS

Customer agrees with Face VMG that:

9a. The Equipment shall remain the property of Face VMG.

9b. The Customer shall not sell, charge, pledge or part with possession of Equipment.

9c. The Customer shall keep Equipment at the address specified unless written permission has been obtained from Face VMG.

9d. The Customer shall notify Face VMG immediately if any judgement or order is levied against 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.

9e. The Customer shall permit Face VMG to enter the premises where Equipment is located at all reasonable times in order to inspect Equipment or carry out repairs.

### 10. MAINTENANCE

Face VMG shall at its expense repair or replace Equipment which becomes defective during the Rental Period through no fault of the Customer. In the event that the Equipment does not operate properly, Customer shall notify Face VMG within 24 hours of defect and request instructions before taking remedial action.

### 11. WARRANTY

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

### 12. LIMITATIONS OF LIABILITY

In the event that the Equipment does not function as warranted or in the event of any breach by Face VMG of the agreement then to the extent permitted by law Face VMG liability (if any) for loss, damage or injury whatsoever shall be restricted to the amount of the rental for the duration of the Rental Period on which the breach occurs and Face VMG shall not be liable for any item of so called consequential loss.

I have read and understand the above terms & conditions of sale and am authorised to sign as acceptance on behalf of my employer.

Customer signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Company \_\_\_\_\_