

Rental Terms and Conditions

1 Applicability and Definitions

1.1 Applicability of Part

This 0 – Rental Terms and Conditions apply to, and are incorporated into, any Rental Agreements arising out of Equipment Rental Orders that are agreed between VITG and the Customer.

1.2 General Definitions and Interpretation

- (a) Except for any capitalised terms which are defined in this 0 – Rental Terms and Conditions, capitalised terms have the meaning given to them in **Error! Reference source not found.** – General Terms and Conditions.
- (b) The rules of interpretation in **Error! Reference source not found.** – General Terms and Conditions applies to this 0 – Service Terms and Conditions.

1.3 Specific Definitions

In this 0 – Rental Terms and Conditions, unless the context requires otherwise:

- (a) **Commencement Date** means the date specified as such in the relevant Equipment Rental Order.
- (b) **Delivery Location** means the location specified in the relevant Equipment Rental Order, as amended from time to time by written agreement between the Customer and VITG.
- (c) **Equipment** means the equipment specified in the Equipment Rental Order.
- (d) **Fees**, for the purposes of this 0 includes any amounts described as "rent" or "lease payments" or similar in the Equipment Rental Order.
- (e) **Initial Term** means the period specified as such in the relevant Equipment Rental Order.
- (f) **Supplier** means the relevant supplier of any Equipment as specified in the Equipment Rental Order.
- (g) **Term** in relation to a Rental Agreement has the meaning given to that term in clause 2.
- (h) **VITG** in relation to VITG's obligations with respect to a Rental Agreement, only, means the relevant VITG entity who is specified in the agreed Equipment Rental Order and not any other entity comprising VITG.

1.4 Overriding terms and conditions

The Customer acknowledges that VITG may have entered into a Finance Arrangement in respect of some or all of the Equipment. The Customer agrees that despite any provision to the contrary in this Agreement:

- the terms of a relevant Finance Arrangement in respect of any Equipment prevail over the terms of this Agreement.
- an event of default (however described) by VITG under a relevant Finance Arrangement will entitle the Financier to terminate this Agreement even if there is no event of default by the Customer under this Agreement.

- an event of default (however described) by the Customer under this Agreement will entitle the Financier to exercise the same rights in respect of the Equipment as VITG is entitled to exercise under this Agreement.
- the Financier and VITG must be noted as interested parties on insurance policies which are required to be affected under clause 9; and
- the Security Interest of a relevant Financier in respect of the Equipment takes precedence over any other Security Interest.

In this clause:

Financier means a financier who has entered into a Finance Arrangement with VITG in respect of Equipment which is being leased to the Customer under the Rental Agreement.

Finance Arrangement means any finance arrangement between VITG and a Financier under which VITG has or is acquiring Equipment (whether by way of an equipment loan, finance lease or otherwise) which is being leased to the Customer under the Rental Agreement.

2 Term of Rental Agreement

2.1 Term

A Rental Agreement

- (a) commences on the Commencement Date for that Rental Agreement; and
- (b) ends or expires on the earlier of:
- termination of the Rental Agreement; or
 - the end of the Initial Term (as extended or varied in accordance with the terms of the Rental Agreement).

(Term)

2.2 Holding Over

The Initial Term for a Rental Agreement is automatically extended by one (1) calendar month on the day that it would otherwise expire unless either VITG or the Customer gives the other a written notice at least 30 days prior to the end of the Initial Term that they want the Services Agreement to end (**Holding Over Period**).

2.3 Termination during Holding Over

Either VITG or the Customer may terminate a Rental Agreement where the date of termination would occur during any Holding Over Period by giving the other 30 days' prior written notice.

3 Procurement and Payment for Equipment

3.1 Customer Responsible for Ordering and Delivery

The Customer is solely responsible for:

- (a) ordering the Equipment from the relevant Supplier.

- (b) arranging for delivery and installation of the Equipment to the Delivery Location.
- (c) providing invoices from Suppliers with respect to the Equipment to VITG.

3.2 VITG to pay Supplier

VITG will pay for any Equipment pursuant to invoices issued by the Supplier in accordance with their terms, and the Customer appoints VITG as its agent for this purpose.

3.3 VITG Not Liable

As VITG is merely the financier for the purposes of paying for the Equipment and is not the Supplier, VITG is not responsible and has no Liability in relation to:

- (a) any failure or delay in obtaining, delivering, or installing the Equipment.
- (b) wrong equipment being delivered; or
- (c) any faults or defects in the Equipment whatsoever; and

to the extent permitted by law, VITG disclaims any and all warranties in relation to the Equipment whatsoever.

3.4 Customer Acknowledgements

The Customer agrees that:

- (a) It relies on its own skill, judgment, and due diligence in selecting the Equipment and the Supplier.
- (b) It has satisfied itself as to the Equipment's condition, suitability, fitness for purpose and the validity of any warranties, guarantees and entitlements whatsoever.

3.5 Supplier's Warranties

VITG agrees to do all things reasonably necessary or requested by the Customer to assign to the Customer any of VITG's benefits or rights in relation to any warranties or guarantees given by the relevant Supplier with respect to any Equipment, provided that:

- (a) the Customer indemnifies, keeps indemnified and holds harmless VITG from and against all Liabilities in relation to enforcing those warranties or guarantees; and
- (b) the Customer is not in breach or default of the Rental Agreement.

4 Payment Obligations

4.1 Payment Obligations Unconditional

As VITG is not the Supplier of Equipment, the Customer's obligations with respect to the payment of Fees in relation to a Rental Agreement is absolute and unconditional including if:

- (a) the Equipment is damaged, defective, or faulty in any way, or there is any delay or failure in delivery of the Equipment.
- (b) the Equipment is not in the Customer's possession or there is any restriction against the Customer using or possessing the Agreement.
- (c) services to be provided with respect to the Equipment have not been provided or have not been provided properly.
- (d) there is any defect in VITG's title in the Equipment.
- (e) any Insolvency Event occurs with respect to the Customer.

- (f) the Customer claims to have any right of set-off, abatement, reduction, defence, or recoupment against VITG or anyone else.

4.2 Payment for Maintenance or Related Services

If any Fees under a Rental Agreement include amounts payable for maintenance or services in relation to Equipment (whether or not they are separately identified):

- (a) those amounts are included at the Customer's request.
- (b) the Customer has requested that VITG pays or has directed VITG to pay those amounts to the relevant service provider or retain those amounts if VITG has already paid the relevant maintenance or service charges.
- (c) VITG is not the relevant service provider and is not responsible for the maintenance of the Equipment or provision of those services.
- (d) VITG acts as a conduit for moneys payable by the Customer to the relevant service provider; and
- (e) The Customer's obligation to pay any money or perform its obligations under the Rental Agreement is not affected by any failure of the relevant service provider to provide the relevant services or any other matter.

5 Ownership and Interest

5.1 Ownership of Equipment

At all times, all title and ownership of the Equipment vests in VITG.

5.2 Customer as Bailee

The Customer has no interest in the Equipment other than as a bailee and must do everything reasonably necessary to protect VITG's rights in the Equipment, including:

- (a) notifying third parties that VITG owns the Equipment.
- (b) keeping the Equipment under the Customer's possession and control (and not permitting any other person possess or to seize possession of the Equipment).
- (c) immediately notifying VITG if any person attempts to take possession of the Equipment.
- (d) complying with all reasonable directions of VITG to fix any signs or marks on any Equipment indicating that VITG is the owner of the Equipment.
- (e) immediately notifying VITG if the Equipment is materially damaged, lost or destroyed; and
- (f) if requested by VITG, procure from any other person that has an interest in the land or premises on which the Equipment is situated an acknowledgement of VITG's rights in the Equipment.

5.3 Further Protection of VITG's Rights

Unless VITG consents in writing, the Customer must not:

- (a) place any plates or marks on the Equipment which are inconsistent with the rights of VITG.
- (b) tamper, remove or alter any plates or marks on the Equipment that are placed by or at the direction of VITG.
- (c) allow the Equipment to become attached to any land or premises so as to become a fixture.

- (d) allow the Equipment to become an accession to or comingled with any other property.
- (e) allow the Equipment to become subject to any security interest, encumbrance, or rights of a third party of any kind (other than a security interest in favour of VITG); or
- (f) part with possession of the Equipment or otherwise allow any other person to use the Equipment or assigning, transferring, or otherwise dealing with any of the Customer's rights or obligations under the Rental Agreement to any person.

5.4 No Dealings

The Customer agrees and undertakes to VITG that it will not sell, transfer, dispose of, encumber, or otherwise deal with the Equipment or any title or rights in the Equipment or purport to do any of those things.

6 Permitted Use

6.1 Quiet Enjoyment

Provided that the Customer complies with its obligations under the Rental Agreement, VITG will allow the Customer to possess and use the Equipment without interference from VITG (unless permitted under the Rental Agreement).

6.2 Permitted Purpose

The Customer must only use the Equipment:

- (a) in the ordinary course of the Customer's business; and
- (b) in the manner and for the purpose that the Equipment was designed.

7 Risk to Equipment

7.1 Customer Bears Risk

The Customer bears the risk of any loss, destruction, seizure or damage to any Equipment, and its possession, use, operation, and storage throughout the Term of the Rental Agreement or until the Equipment is returned to VITG (whichever is later).

7.2 Indemnity for Use

The Customer indemnifies, keeps indemnified and holds harmless VITG from and against all Liabilities whatsoever arising out of or in relation to the ownership, possession, use, storage, loss, destruction, seizure, or damage to the Equipment whatsoever (except to the extent contributed to by the fraud or wilful misconduct of VITG).

8 Customer's General Obligations

8.1 Testing and Assessment

Prior to operating or using the Equipment, the Customer must:

- (a) inspect the Equipment and immediately notify VITG if there are any defects or faults or deficiencies.
- (b) contact the Supplier to attempt to rectify any defects or faults in relation to the Equipment; and
- (c) identify, assess, and implement processes or procedures to mitigate any hazards or safety risks in relation to the use or operation of the Equipment.

8.2 Equipment in Delivery Location

At all times, the Customer must ensure that the Equipment is kept at the Delivery Location and must not move the

Equipment from the Delivery Location unless consented to in writing by VITG.

8.3 Usage Obligations

Throughout the Term of the Rental Agreement, or at any time before the Equipment is returned to VITG, the Customer must (at its own cost):

- (a) do all things reasonably necessary to keep the Equipment safe and secure and protected from loss, damage, or harm.
- (b) service, maintain and repair the Equipment in accordance with all manufacturer's, supplier's and/or designers instructions and ensure that the Equipment is in good working condition (fair wear and tear excepted).
- (c) ensure all servicing, maintenance and repairs are conducted by skilled, competent, and appropriately qualified and licensed persons.
- (d) ensure the Equipment is used and operated by competent and properly qualified and trained personnel.
- (e) ensure that the Equipment is installed in a manner that is safe for any persons who use the Equipment.
- (f) if the Equipment is damaged, promptly have it repaired to a condition of no less standard, utility and value than it was before the damage occurred.
- (g) not permit anyone to use the Equipment if it is unsafe or reasonably likely to cause harm to any person; and
- (h) conduct regular or necessary inspections and testing of the Equipment.

8.4 Customer to Keep Records

The Customer must keep and retain all records (such as service or maintenance logs and receipts) in relation to its performance and compliance with its obligations under this Agreement and provide those records to VITG immediately on demand.

8.5 VITG Inspection Rights

The Customer must give VITG or its representative access to any premises on which the Equipment is located when reasonably requested by VITG for VITG or its representatives to inspect the Equipment.

8.6 No Alterations

The Customer must not make any alterations to the Equipment (including affixing or installing any accessories, features, device, improvement, upgrade or modifying the Equipment in any way) except with the prior written consent of VITG.

8.7 Notification of Termination Events

If the Customer becomes aware of any facts or circumstances that, by the passage of time or any additional action by any person or entity, may result in VITG becoming entitled to terminate the Rental Agreement, the Customer must as soon as possible notify VITG of that fact.

9 Insurance

9.1 Insurance against Loss or Damage

During the Term of the Rental Agreement, and at all times before the Equipment is returned to VITG, the Customer must take out and maintain insurance with respect to the Equipment insuring it against loss, theft, damage, or destruction arising from any cause for the greater of its full

market value or replacement value with a reputable insurer that is reasonably acceptable to VITG.

9.2 Public Liability

In addition to clause 9.1, during the Term, the Customer must take out and maintain insurance against liabilities to third parties for death, personal injury, property damage and other liabilities arising out of or in connection with the ownership, use, possession, and storage of the Equipment with an insurer reasonably acceptable to VITG.

9.3 Insurance to Include VITG

Any insurance policies taken out and maintained by the Customer under clauses 9.1 and/or 9.2 must name VITG as (at least) an interested party and any insurance payments in relation to the Equipment must be paid to, or for the benefit of, VITG.

9.4 Evidence of Insurance

The Customer must immediately provide VITG with evidence reasonably satisfactory to VITG to show that it has complied with its obligations under this clause 9 when requested by VITG.

9.5 Insurance Proceeds

The Customer irrevocably authorises VITG:

- (a) to receive all moneys payable under an insurance policy referred to in clause 9.1 or payable by any other person for damage or loss of Equipment, and appoints VITG as the Customer's attorney to recover and/or compromise in the Customer's or VITG's name any claim for loss or damage under an insurance policy or otherwise; and
- (b) to apply the proceeds of insurance or other moneys received at VITG's option to any debt or Liability of the Customer to VITG or towards repair or replacement of the Equipment.

9.6 Total Loss of Equipment

If all Equipment is stolen, lost destroyed or in the relevant insurer's opinion damaged beyond economic repair or otherwise seized or impounded, the Customer must immediately notify VITG and on the next time that the Customer is required to pay Fees to VITG with respect to the Rental Agreement:

- (a) the Rental Agreement is terminated.
- (b) the Customer must pay to VITG:
 - (i) all Fees that have accrued under the Rental Agreement which have not been paid; and
 - (ii) the Cancellation Fee, calculated pursuant to clause 12.

9.7 Partial Loss

If only part of the Equipment is affected by the events specified in clause 9.6, VITG may, at its sole discretion:

- (a) allow the Customer to replace the Equipment with substantially identical equipment approved by VITG which is free of any security interests or encumbrances (and such replacement immediately becomes the property of VITG), and the Rental Agreement continues; or
- (b) terminate the Rental Agreement with regards to the lost or damage Equipment only, in which case:
 - (i) the Customer must make the payments specified in clause 9.6 with respect to that lost or damaged Equipment only; and

- (ii) the Rental Agreement continues with respect to other Equipment.

10 Additional Warranties

10.1 Customer Warranties

The Customer represents and warrants in favour of VITG that:

- (a) VITG will obtain clear and unencumbered title to the Equipment on payment of the relevant purchase price to the Supplier.
- (b) the Customer has all necessary licences to use, or ownership of, any software which is or may be used in connection with the Equipment; and
- (c) the Customer will comply with the terms of any licences to use any software which is or may be used in connection with the Equipment.

11 Return of Equipment

11.1 Return of Equipment

When a Rental Agreement comes to an end (whether by termination or otherwise), the Customer must:

- (a) promptly return to VITG (and no later than 10 Business Days after the Rental Agreement comes to an end):
 - (i) all Equipment.
 - (ii) all manual and documentation in relation to the Equipment.
 - (iii) all associated parts, components, accessories, documentation, and software.
 - (iv) if the Equipment was supplied with any certificates (of authenticity or otherwise), those certificates; and
 - (v) if the Equipment was supplied with any software, any version of that software stored in a physical medium (including CD, USB drive, access code, etc)

(Returnable Equipment) to a location reasonably requested by VITG; or

- (b) in the alternative to clause **Error! Reference source not found.** (at the option of VITG) grant or procure access for VITG to any premises in which any Returnable Equipment is situated for the purposes of VITG reclaiming possession of that Returnable Equipment.

11.2 Conditions of Return

In returning the Returnable Equipment, the Customer must ensure that:

- (a) the Returnable Equipment is in reasonable working condition having regard for their age and fair wear and tear such that it can be redeployed or rented after being returned to VITG.
- (b) the Returnable Equipment is packed and transported in a manner appropriate for equipment of the same or similar type.
- (c) the Returnable Equipment is free from any and all encumbrances or security interests (other than any in favour of VITG); and
- (d) that all Data containing information that has been stored on the Equipment has been permanently deleted from the Equipment.

11.3 Failure to Return

To the extent that any Returnable Equipment is not returned to VITG within the period specified at clause **Error! Reference source not found.**, or in accordance with the terms of clause 11.2, the Customer must pay to VITG on demand VITG's reasonable costs of:

- (a) rectifying that default on behalf of the Customer (including VITG arranging for the collection, packaging, and transporting of the Returnable Equipment); or
- (b) replacing that Returnable Equipment with equivalent equipment.

11.4 No Option to Purchase

Unless agreed between the Customer and VITG, VITG has not granted any option, promise or representation to the Customer, whether expressed, implied, written, or oral that the Customer or any other person may purchase the Equipment from VITG at any time during or after the Term of the Rental Agreement.

12 Cancellation Fee

12.1 When Cancellation Fee Applies

The Customer must pay to VITG, as a debt due and payable, a Cancellation Fee calculated in accordance with clause 12.2 if:

- (a) a Rental Agreement is terminated prior to the end of its Initial Term (without any extensions of that Initial Term as a result of any holding over); and

- (b) that Rental Agreement is terminated for any reason other than:

- (i) clause **Error! Reference source not found.** of Part A – General Terms and Conditions (VITG Termination as a result of issues with Third Party Inputs or Third-Party Services and Products); or
- (ii) clause **Error! Reference source not found.** of Part A – General Terms and conditions (Customer termination for VITG default).

12.2 Amount of Cancellation Fees

The amount of Cancellation Fee payable by the Customer in relation to a Rental Agreement is equal to the aggregate of all Fees that would have been paid or payable by the Customer (but has not been paid) under that Rental Agreement if it had continued until the end of its Initial Term.

12.3 Genuine Pre-Estimate of Loss

The Customer agrees and acknowledges that the amount of Cancellation Fee calculated in accordance with clause **Error! Reference source not found.** is a reasonable and genuine pre-estimate of the loss and damage that VITG will suffer as a result of the Rental Agreement being terminated prior to the expiry of its Initial Term.

Part E Guarantee

1 Applicability and Definitions

1.1 Applicability of Part

This 0 – Guarantee applies to this Agreement and is incorporated in every Services Agreement and Rental Agreement if **Error! Reference source not found.** – Party Details specifies that the guarantee applies.

1.2 General Definitions and Interpretation

- (a) Except for any capitalised terms which are defined in this 0 – Guarantee, capitalised terms have the meaning given to them in **Error! Reference source not found.** – General Terms and Conditions.
- (b) The rules of interpretation in **Error! Reference source not found.** – General Terms and Conditions applies to 0 – Guarantee.

1.3 Specific Definitions

In this 0 – Guarantee, unless the context requires otherwise:

- (a) **Agreement**, for the avoidance of doubt, includes any Services Agreement or Rental Agreement entered into pursuant to the terms of the Agreement.
- (b) **Guarantor** means each person specified as a Guarantor in **Error! Reference source not found.** – Party Details.

2 Guarantee and Indemnity

2.1 Guarantee

- (a) In consideration of VITG entering into this Agreement, or providing goods or services to, the Customer at the request of the Guarantor, the Guarantor guarantees to VITG the Customer's due and punctual:
 - (i) payment of any amounts payable by the Customer to VITG; or
 - (ii) performance of any other obligations.

under this Agreement, including any Services Agreement or Rental Agreement.

- (b) If the Customer fails to make any payment due to VITG by the relevant due date, or to perform any of its obligations, the Guarantor agrees to make that payment or perform that or those obligations in favour of VITG on demand and as directed by VITG.

2.2 Indemnity

As an additional and independent obligation to clause 2.1, if the Customer defaults in the performance of its obligations under this Agreement (including the payment of any money), the Guarantor indemnifies, keeps indemnified and holds harmless VITG from and against all cost, expense, loss, damage, and Liability suffered by VITG arising out of or in connection with that default.

2.3 Liability Unconditional

- (a) The Guarantor's Liability under clauses 2.1 and 2.2 are unconditional, irrevocable, and are continuing obligations for the whole of the Customer's obligations.

- (b) To the fullest extent that the Law allows, no principle of law or equity limits the Guarantor's Liability under this Agreement.
- (c) The Guarantor waives any right that they have under law which renders their Liability conditional.
- (d) This Agreement and guarantee may be enforced against the Guarantor without VITG exhausting any remedies against the Customer.
- (e) The Guarantor is liable, pursuant to the guarantee and indemnity at clauses 2.1 and 2.2, as the primary debtor, and the Guarantor's obligations are not ancillary or collateral to any other right or obligation.

2.4 Continuing Guarantee

The guarantee and indemnity under this 0 - Guarantee is a continuing guarantee and is not affected, avoided, discharged, or released by:

- (a) any variation in any agreements between the Customer and VITG.
- (b) any part repayment of amounts owing by the Customer
- (c) insolvency of the Guarantor or the Customer.
- (d) the Guarantor's death or incapacity.
- (e) VITG releasing or discharging the Customer; or
- (f) VITG providing the Customer or a Guarantor with time to pay or perform an obligation.

2.5 No Marshalling

VITG is not obliged to marshal in the Guarantor's favour any security which VITG holds or any assets that VITG holds or is entitled to.

2.6 Guarantor Acknowledgements

The Guarantor acknowledges, agrees, represents, and warrants that:

- (a) the Guarantor was not induced to enter into this Agreement or give this Guarantee by any statement, representation, or warranty by or for VITG.
- (b) the Guarantor's obligations under clauses 2.1 and 2.2 continue until the Customer's obligations have been paid and performed in full and VITG has released the Guarantor in writing for any future Liabilities of the Customer under this Agreement.
- (c) the Guarantor has obtained and relied upon independent legal advice or has had the opportunity to obtain legal advice but elected not to in relation to this Agreement, guarantee and indemnity.
- (d) it has not relied upon any advice from VITG's or the Customer's legal advisers in agreeing to give this guarantee.
- (e) the Guarantor has read and understood the terms of this 0 – Guarantee, and does not require any further explanation from any person; and
- (f) VITG may rely on this clause 2.6 if the Guarantor claims that this guarantee is unenforceable or invalid because the Guarantor did not understand its terms or did not obtain independent legal advice.

2.7 Multiple Guarantors

If there is more than one Guarantor:

- (a) this guarantee and indemnity is enforceable against a Guarantor that executes this Agreement, whether or not the other Guarantor or intended guarantors execute this Agreement; and
 - (b) the Guarantors are jointly and severally liable for their obligations under clauses 2.1 and 2.2 jointly and severally; and
 - (c) VITG may enforce this guarantee and indemnity against any one of the Guarantors for the full amount of Liability under clauses 2.1 or 2.2, regardless of whether VITG attempt to enforce this guarantee and indemnity against any other Guarantor.
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