



**Air-Met Scientific Pty Ltd**  
**A.B.N. 73 006 849 949**  
**RENTAL / HIRE AGREEMENT – TERMS AND CONDITIONS**

In these terms and conditions:

**"Air-Met"** means Air-Met Scientific Pty Ltd

**"Customer"** means the individual or organisation renting or hiring the Equipment.

**"Default Rate"** means the rate equal to 2% above the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) applicable as at the date of non-payment.

**"Equipment"** means the rented or hired equipment supplied by Air-Met to the Customer as listed in the Hire Agreement.

**"Hire Agreement"** means the Rental/Hire Agreement to which these terms and conditions are attached.

**"PPSA"** means the Personal Property Securities Act 2009 (Cth).

**"PPSR"** means the Personal Property Securities Register established pursuant to the PPSA

**"Secured Property"** means all Equipment that is supplied to you by us (whether now or in the future).

**"Security Interest"** has the meaning given in section 12 of the PPSA.

**1. HIRE AGREEMENT**

The Hire Agreement (including these terms and conditions) forms the basis of the contract between Air-Met and the Customer for the hire of the Equipment. Equipment will only be released or despatched to the Customer after the signing of the Hire Agreement by the Customer or their authorised representative. Signing of the Hire Agreement by the Customer indicates acceptance of these terms and conditions and these terms and conditions shall apply and be deemed to be incorporated in the Hire Agreement and will prevail over any inconsistent terms or documents (including for the avoidance of doubt any terms or documents supplied by the Customer even where they are signed by a representative of Air-Met) unless otherwise agreed in writing by a duly authorised representative of Air-Met.

**2. PRICES**

Unless otherwise stated, all prices quoted are in Australian Dollars and are subject to change without notice.

**3. RENTAL / HIRE PERIOD**

The rental period commences on the start date shown in the Hire Agreement and terminates when Air-Met receives the Equipment from the Customer at the nominated Air-Met return delivery address as set out in the Hire Agreement (notwithstanding the end date shown in the Hire Agreement). It is the Customer's responsibility to arrange prompt and timely return of the Equipment following completion of the hire on the end date shown in the Hire Agreement. Should the Customer fail to return the Equipment by 12pm on the end date shown in the Hire Agreement, then additional rental fees apply at the daily hire rates specified in clause 4.

**4. DAILY HIRE RATES**

The minimum charge for the Equipment is for one day and the rental fee shall become payable to Air-Met within 30 days from date of invoice unless otherwise agreed in writing from Air-Met.

**5. WEEKLY HIRE RATES**

The weekly hire rate charged for the Equipment is for a five day week and shall become payable to Air-Met within 30 days from date of invoice unless otherwise agreed in writing from Air-Met.

**6. MONTHLY HIRE RATES**

The monthly hire rate charged for the Equipment is for a four week period and shall become payable to Air-Met within 30 days from date of invoice unless otherwise agreed in writing from Air-Met.

**7. EARLY CESSATION**

Notwithstanding the rental period as set out in the Hire Agreement, Air-Met expressly reserves the right to early cessation of the Hire Agreement, which may be exercised on demand and at the absolute discretion of Air-Met. In the event that Air-Met so demands the Customer shall immediately return the Equipment to Air-Met. In the event of early cessation of the Hire Agreement the applicable rental payable (as set out in the Hire Agreement) shall be adjusted and payable on a pro rata basis. For the purpose of the pro rata adjustment, a day shall be any day excluding Saturday, Sunday and a public holiday. A week shall be seven days and a month shall be 28 days.

**8. RISK, DELIVERY AND RETURN OF EQUIPMENT**

Delivery of Equipment to the Customer shall be effected by collection by the Customer or their nominated carrier at such of the premises of Air-Met as is appropriate and agreed between the parties. Shipment of the Equipment to the Customer shall be to the address specified by the Customer and shown on the Hire Agreement and at the expense and risk of the Customer. Equipment must be returned to the same Air-Met premises from which the Equipment was collected or shipped or as set out in the Hire Agreement and all cost involved in returning the Equipment shall be borne by the Customer. Upon return of the Equipment to Air-Met, Air-Met shall in its sole discretion identify if Equipment is returned incomplete or not in good working order, at which time the Customer shall pay to Air-Met the cost of repairing or replacing the Equipment. The risk in the Equipment shall pass to the Customer immediately upon delivery of the Equipment to the Customer by Air-Met or the Customer's nominated carrier.

**9. PPSA**

The Customer acknowledges and agrees that the Hire Agreement and these terms and conditions may give rise to the creation of a Security Interest in the Equipment pursuant to the PPSA. In these circumstances the Customer consents to Air-Met effecting a registration on the PPSR (in any manner that Air-Met considers appropriate) in relation to that Security Interest and agrees to do anything that Air-Met requires it to do (such as obtaining consents, signing and producing document, producing receipts and getting documents completed and signed):

- to provide more effective security over the Equipment;
- to register in respect of a Security Interest constituted by these terms at any time;
- to enable us to exercise our rights in connection with the Equipment; and
- to show us whether you have complied with these terms

If Chapter 4 of the PPSA applies to the enforcement of that Security Interest the Customer agrees:

- to the extent that section 115(1) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 130 to the extent that it requires Air-Met to give notice to the Customer, paragraph 132(3)(d), subsection 132(4), section 142 and section 143 (reinstatement of security agreement); and
- to the extent that section 115(7) of the PPSA allows this, section 95 to the extent that it requires Air-Met to give a notice to the Customer, section 96, section 121(4), section 125 (obligation to dispose of or retain collateral) the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 127, section 129(2) and (3), section 132, section 134(2), section 135, section 136(3), (4) and (5) and section 137.

**10. OVERDUE ACCOUNTS**

Air-Met may charge the Customer bona fide reasonable costs including the cost of any bank fees for dishonoured cheques, collection agency, solicitor or other legal or accounting costs incurred in the collection of monies overdue (on a full indemnity basis). These costs are to be in addition to any award of costs by a court of competent jurisdiction. Air-Met reserves the right to suspend shipments to the Customer if its account is overdue. Any monies owing under these terms which are not paid when due shall bear interest at the Default Rate, calculated daily and compounded monthly on and from the date such moneys first become due to and including the date of payment to us in full.

**11. CUSTOMER COVENANTS**

The Customer agrees with Air-Met that:

- The Equipment shall remain the property of Air-Met and the Customer has no proprietary right or interest in the Equipment or any part of it except as expressly set out in these terms and unless otherwise agreed in writing from Air-Met.
- The Customer shall not sell, charge, pledge or part with possession of or permit the creating of a Security Interest in the Equipment.
- The Customer shall use the Equipment in a careful and proper manner and not interfere or tamper with the Equipment or let any other person / persons do so.
- The Customer shall notify Air-Met immediately if any judgement or order is levied against the Customer or the property of the 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.
- The Customer shall permit Air-Met or its agents or servants to enter the Customer's premises where the Equipment is located at all reasonable times in order to inspect the Equipment and carry out repairs to the Equipment. In the event that Air-Met identifies that the Equipment requires a repair or service, and the repair or service is in the reasonable opinion of Air-Met required as a direct or indirect result of the Customer's act, omission or negligence the cost of the repair will be borne by the Customer, otherwise all repair/service costs will be borne by Air-Met.
- The Customer requires and will use the Equipment for business purposes only.
- The Customer accepts full responsibility to guard and insure the Equipment against theft, damage or negligence until it has been returned to Air-Met. In respect of theft, damage or loss of Equipment the Hire Agreement shall continue until the item has been repaired by Air-Met or the replacement cost has been paid by the Customer to Air-Met.



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**12. WARRANTY, LIMITATION OF LIABILITIES AND INDEMNITY**

**A. Implied Terms**

- It is acknowledged by Air-Met that under applicable State, Territory and Commonwealth law(s) (including, without limitation, the Competition and Consumer Act 2010 (Cth) ("**Competition and Consumer Act**"), certain statutory implied guarantees and warranties (including, without limitation, the statutory guarantees under the Competition and Consumer Act will be implied into these terms ("**Non-Excluded Guarantees**").
- Air-Met further acknowledges that nothing in these terms purports to modify or exclude the Non-Excluded Guarantees.
- Except as expressly set out in these terms or in respect of the Non-Excluded Guarantees, Air-Met and its employees or agents makes no warranties or other representations under any contract with the Customer or these terms. Air-Met's liability in respect of these warranties is limited to the fullest extent permitted by law

**B. Guarantees**

Our Equipment comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable damage. You are also entitled to have the Equipment repaired or replaced if the Equipment fails to be of acceptable quality and the failure does not amount to a major failure. This warranty against defects is given in addition to other rights and remedies of the consumer under law.

**C. Warranties**

Subject to clause 12, Air-Met warrants that each item of Equipment is of merchantable quality and fit for purpose for which it was designed and Air-Met undertakes to repair or replace Equipment, which has failed due to defects in materials or workmanship. Without limiting the generality of the foregoing the aforesaid warranty does not extend to repair or replacement of Equipment occasioned by:

- The failure of the Customer to comply with any instructions or literature supplied with the Equipment (including but not limited to information relating to the storage, installation, operation or servicing of the Equipment);
- Faulty installation or workmanship by a third party, which causes damage to the Equipment;
- The misuse, neglect or alteration in any manner by the Customer, its agents or employees or any third party of the Equipment.

The warranty given by Air-Met in these terms and conditions is given by Air-Met Scientific Pty Ltd (ABN 73 006 849 949), of 7-11 Ceylon Street, Nunawading VIC 3131, Australia. Ph –1300 137 067. E: sales@airmet.com.au.

**D. Limitation of Liability**

- Subject to clause 12(A), the Customer acknowledges that it has not relied upon any statement, skill or judgment by Air-Met in respect of the Equipment including whether it is fit for purpose.
- Subject to this clause 12 and so far as may be permitted by law, if a failure of Air-Met to comply with the Non-Excluded Guarantees cannot be remedied or is a major failure, the Customer's right to recover damages is limited to the reasonably foreseeable loss or damage suffered as a result of that failure. However Air-Met is not liable for loss or damage that results from a failure of Air-Met to comply with the Non-Excluded Guarantees if that failure was caused independent of human control and occurred after the Equipment left the control of Air-Met.
- In circumstances where the Non-Excluded Guarantees do not apply, Air-Met, its employees and/or agents shall not be liable for any loss or damage (including any consequential loss or damage which includes without limitation, loss of profit and loss of revenue) of any kind, even if due to the negligence of Air-Met, its employees and/or agents.

**13. SEPARATE ITEMS OF AGREEMENT**

Where more than one item of Equipment is supplied under the Hire Agreement in interpreting the Hire Agreement the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of Equipment as set forth in the "Equipment Details" section of the Hire Agreement and the herein conditions set forth shall apply separately to each individual item of Equipment as though each item of Equipment were subject to a separate agreement.

**14. LONG TERM HIRE**

The Customer agrees that if a hire rate discount has been provided for long term hires and the Customer returns the Equipment prior to the nominated end date Air-Met reserved the right to charge the Customer full value for the period of hire without discount.

**17. ENTIRE AGREEMENT AND VARIATION**

These terms and conditions along with the Hire Agreement constitute the entire agreement between Air-Met and the Customer with respect to the Equipment and shall not be amended except by prior written notice from Air-Met (acting reasonably).

**18. GOVERNING LAW AND JURISDICTION**

- These terms are governed by the law in force in the state of Victoria, Australia
- Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of Victoria, and any court that may hear appeals from any of these courts, for any proceedings in connection with these terms, and waives any right it might have to claim that those courts are an inconvenient forum.

**19. SEVERABILITY**

Any provision of the Hire Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of the Hire Agreement.

**20. OUR RIGHTS**

Any right that Air-Met may have under the Hire Agreement is in addition to, and does not replace or limit, any other right that Air-Met may have.

**21. ASSIGNMENT**

The Customer must not assign its rights or obligations under the Hire Agreement without the prior written of Air-Met.